

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES MEETING JUNE 7 & 8, 2012



Ca' d'Zan Mansion

*In 1924, construction began on Ca' d'Zan, which means "House of John" in Venetian dialect.
The house was completed just before Christmas 1925, at a cost of \$1.5 million.*

John and Mable Ringling greatly admired the unique architectural style of the Danieli and the Bauer-Grunwald hotels in Venice, as well as the palaces that face the Venetian canals. This architectural style, called "Venetian Gothic," greatly influenced the Ca' d'Zan's design, which architect Dwight James Baum and builder Owen Burns helped bring to Sarasota for the Ringlings.

Mable Ringling had an oilskin portfolio filled with postcards, sketches, photos and other materials that she gathered on her travels to aid the architect with his design.

*Ca' d'Zan is 200-foot long encompassing approximately 36,000 square feet with 41 rooms and 15 bathrooms.
The structure is five stories and has a full basement.
The pinnacle of the structure is the 81-foot Belvedere tower with an open-air overlook and a high domed ceiling.*

*Ca' d'Zan is constructed from terra cotta "T" blocks, concrete, and brick, covered with stucco and terra cotta, and embellished with glazed tile.
The original roof was made from 16th century Spanish tiles imported by the builder Owen Burns.
The bayfront terrace is made of domestic and imported marble.*

*In April 2002, comprehensive restoration and conservation was completed on Ca' d'Zan.
The six year, \$15 million initiative restored the mansion to the era of Mable Ringling.*



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE PRESIDENT

TO: Board of Trustees

FROM: Dr. Eric J. Barron

DATE: June 8, 2012

RE: **President's Report**

Section 1001.706(7), Florida Statutes, and Board of Governors Regulation 1.001(7) authorize the Board of Trustees to accept and hold title to real property under certain conditions.

I request authorization to accept, on behalf of the Board of Trustees, title to the Donald L. Tucker Center from the Tallahassee-Leon County Civic Center Authority. Title would be transferred upon final approval of the Authority and the Board of Governors, expected by the end of June.

PRESIDENT'S REPORT

ACTION ITEM: Acquisition of the Donald L. Tucker Center by The Florida State University including approval of Interlocal Agreement and authorization of acceptance of title to real property

Background: The Donald L. Tucker Center is currently owned and operated by the Tallahassee-Leon County Civic Center Authority ("Authority"), which is a special district created by Local Bill. The Authority oversees the day-to-day operations of the Center. FSU is the primary user of the Center, which is also utilized by local community groups who rent space in the Center as needed. A lawsuit has been filed against the Authority seeking damages related to the proposed development of a hotel. A settlement of that lawsuit in has been reached.

Proposed Action: Acquisition of Center assets and liabilities by FSU

Assets to be acquired include all real property, fixtures, and personal moveable property. Liabilities include the balance refinanced of revenue bonds in the amount of \$4,473,818.56 and a line of credit in the amount of \$1,346,519.

The City of Tallahassee and Leon County have agreed to contribute a combined total of \$500,000 toward the settlement of the hotel developer lawsuit. FSU would also contribute to the lawsuit settlement which, together with the assumption of the liabilities, would constitute the purchase price for the Center.

FSU would immediately lease the Center to the Authority for oversight of day-to-day operations until such time as a local bill repealing the Authority is passed. Once the Authority is repealed, FSU would take direct control of the day-to-day management and operations of the Center and by interlocal agreement would create a Citizen Advisory Board made up of appointees from FSU, the City of Tallahassee, Leon County, and FAMU. The Board would advise FSU on the continued rental of Center facilities by community groups.

The Authority is expected to meet on June 13, 2012, to approve the Transfer Agreement and Lease.

The Board of Governors is expected to meet on June 20-21, 2012, for approval of the assumption of debt by FSU.

Supporting Documentation:

- Interlocal Agreement Between City of Tallahassee, Leon County, the Board of Governors, and The Florida State University
- Suntrust payoff letters for refinanced revenue bond debt and line of credit
- Tallahassee-Leon County Civic Center Authority Financial Statement and Supplemental Financial Information and Independent Auditors' Report
- *Draft* Transfer Agreement and Lease

TRANSFER AGREEMENT

BETWEEN

**TALLAHASSEE-LEON COUNTY
CIVIC-CENTER AUTHORITY (**
(“TRANSFEROR”)
AND

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
(“TRANSFeree”)

REGARIDNG THE TRANSFER OF THE
DONALD L. TUCKER CENTER
(“CENTER”)

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- F. Assignment of Leases and Contracts
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- H. The Center Agreements
- I. Lease Agreement between Transferee as Landlord and Transferor as Tenant

DEFINITIONS

Additional Exceptions: Shall have the meaning set forth in Section 6.3.

Affiliate: With respect to any specified Entity, any other Entity controlling or controlled by or under common control with such specified Entity. For the purposes of this definition, “control” when used with respect to any specified Entity means the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Agreement: This Agreement for the Transfer of the Donald L. Tucker Civic Center.

Annual Deficit: The amount in which Annual Expenses exceed Annual Revenues.

Assignment of Leases and Contracts: The assignment of leases and contracts in the form attached hereto as **Exhibit F**.

Attorneys' Fees: All reasonable fees charged by an attorney for his or her services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged whether for services rendered in connection with representation at trial, appellate levels and in any bankruptcy proceedings.

Bill of Sale: The bill of sale in the form attached hereto as **Exhibit E**.

Business Day. Any day other than a Saturday or Sunday, or a day on which any Federal Reserve Bank is authorized or obligated by law or executive order to remain closed.

Cash to Close: The Transfer Price plus all of Transferee's Closing Costs, subject to the adjustments as hereinafter described, less any Deposit.

Center: The Donald L. Tucker Center located at 505 W. Pensacola Street, Tallahassee, Florida 32301.

Center Agreements: The documents attached in **Exhibit H**.

City: The City of Tallahassee, Florida.

Claim: Any claim, proof of claim (including without limitation a proof of claim filed in bankruptcy proceedings), demand, complaint, summons, legal, equitable or administrative proceeding of any nature, chose in action, damage, judgment, penalty or fine, and all costs and expenses relating to the foregoing (including, without limitation, attorneys' fees).

Closing: Shall have the meaning set forth in Section 12.

Closing Date: _____, 2012

County: Leon County, Florida.

Deed: The Warranty Deed in the form attached hereto as **Exhibit D**.

Due Diligence Documents: Those due diligence items delivered to Transferee by Transferor in possession of Transferee.

Effective Date: Shall mean the last date that either Transferor or Transferee signs this Agreement.

Entity: An individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Escrow Agent: Premier Bank or the same entity that is acting as Escrow Agent in the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 Leon County Circuit Court.

Governmental Authority: Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

Governmental Requirement: Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

Hazardous Material: Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, hazardous wastes or substances or toxic waste or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic materials” or “toxic substances” under any Governmental Requirement.

Improvements: Any and all improvements or other structures currently owned by Transferor and located on the Land.

Land: That certain real property legally described on **Exhibit A** attached hereto.

Lease: The lease entered into immediately after Closing entered into between Transferee and Transferor pursuant to Section 3.6.

Party or Parties: Transferor or Transferee, or Transferor and Transferee, respectively.

Permitted Exceptions: All matters set forth on **Exhibit B** attached hereto.

Personal Property: All items of personal property owned by Transferor and located on the Land or in the Improvements. An inventory of the Personal Property, if any, is attached hereto as **Exhibit C**.

Property: Collectively, the Personal Property, the Land, and the Improvements.

Rent: Any base rent, minimum rent, additional rent, percentage rent, common area maintenance charges, taxes, insurance, operating expenses, parking fees, late fees and any other payments for miscellaneous services required under the Lease.

Service Contracts: Any service contracts and maintenance agreements relating to the operation or maintenance of the Property.

Settlement Amount: The amount of **ONE MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 (\$1,650,000.00)** to be paid by Transferee in order to settle the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 Leon County Circuit Court.

Termination Notice: Shall have the meaning set forth in Section 5.3.

Title Agent: Carlton Fields, P.A. 450 S. Orange Ave. Suite 500 Orlando, Florida 32801.

Title Commitment: An ALTA Title Insurance Commitment(s) from the Title Company, agreeing to issue the Title Policy to Transferee upon satisfaction of the Transferee's obligations pursuant to this Agreement and the Title Commitment.

Title Company: First American Title Insurance Corporation.

Title Policy: An ALTA Owner's Title Insurance Policy in the amount of the Transfer Price, insuring Transferee's title to the Land, subject only to the Permitted Exceptions and as otherwise expressly provided for herein.

Transferee: Florida State University Board of Trustees, a public body corporate also referred to as ("FSU"). Address: c/o General Counsel Florida State University P. O. Box 3061400 222 S. Copeland Street, Suite 424 Tallahassee, Florida 32306-1400.

Transferee's Attorney: Timothy L. Durocher Carlton Fields, P.A. Address: 450 S. Orange Ave., Suite 500 Orlando, Florida 32801 Telephone: (407) 481-5434 Facsimile: (407) 648-9099 Email tdurocher@carltonfields.com.

Transferee's Closing Costs: Transferee's attorneys' fees, any necessary documentary stamp taxes, intangible taxes, recording fees, title search and title insurance premium, survey costs, due diligence costs and expenses, costs of the Assumption of Bank Debt defined in Section 3.3.

Transferee's Closing Documents: Shall have the meaning set forth in Section 14.

Transferee's Parties: Transferee and its officers, directors, partners, shareholders, members, managers, employees, agents, representatives and any other person acting on behalf of Transferee, and the successor and assigns of any of the preceding.

Transferor: The Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972 also referred to as (the “TLCCCA”). Address: 505 West Pensacola Street Tallahassee, FL 32301.

Transferor's _____ Attorney: _____
Address _____ Phone _____
Number _____ Fax _____
Number _____ Email _____.

Transferor's Closing Costs: Shall mean Transferor's Attorneys' Fees.

Transferor's Closing Documents: Shall have the meaning as set forth in Section 13.

Transferor Parties: Transferor and its officers, directors, partners, shareholders, members, managers, employees, agents, representatives and any other person acting on behalf of Transferor, and the successor and assigns of any of the preceding.

Transfer Price: The total amount of consideration given to Transferor from Transferee which is the Assumption of Bank Debt pursuant to Section 3.3, assumption of full financial responsibility of the Center pursuant to Section 3.4 and payment of the Settlement Amount (defined below) pursuant to Section 3.5.

AGREEMENT FOR TRANSFER AND SALE OF REAL PROPERTY

This Agreement for Transfer of Real Property (“Agreement”) is by and between Transferor and Transferee as defined above as of the Effective Date.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the terms defined on the Definitions Page above shall have the definition set forth therein.

2. Transfer. Transferor agrees to transfer and convey the Property to Transferee and Transferee agrees to acquire the Property from Transferor on the terms and conditions hereinafter set forth (the “Transfer”).

3. Consideration for the Transfer.

3.1. Intentionally Omitted.

3.2. Intentionally Omitted.

3.3. Assumption of Transferor’s Bank Debt. Transferee shall assume the existing bank debt secured by the revenue of the Center held by SunTrust Bank (“Bank”) subject to the written approval of the Bank hereinafter referred to as (the “Assumption of Bank Debt”).

3.4. Assumption of Full Financial Responsibility for the Operation of the Center. Transferee shall assume full financial responsibility for the operation of the Center.

3.5. Payment of Settlement Amount by Transferee. Transferee agrees to pay the Settlement Amount.

3.6. Leaseback Agreement. Transferee and Transferor agree to simultaneously enter into the Lease to be effective on the Transfer Date upon terms and conditions to be agreed upon by Transferor and Transferee and attached as **Exhibit I**. The Lease shall continue until Special Act 2004-435, Laws of Florida is modified or repealed and the TLCCCA is abolished. If the TLCCCA no longer exists, FSU shall agree to create a community advisory board (the “Community Advisory Board”) in order to ensure that the community continues to have access to the Center. The specific provisions dealing with the Community Advisory Board shall be addressed in a separate agreement.

4. Conditions Precedent for the Transfer

4.1. Release of Deed Restrictions or Reverter Clauses. The City and County agreement to release any deed restrictions and reverter clauses running with the land contained in the Warranty Deed conveying the Center to the TLCCCA pursuant to the document entitled “Automatic Reverter Release” attached as **Exhibit G**.

4.2. Settlement of Litigation. The TLCCCA entering into a fully executed Settlement Agreement and Mutual Release with the Plaintiff(s) in the case of Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority, Case Number 2010-CA-004369 Leon County Circuit Court and the agreement of all parties involved to disburse the funds and documents held in escrow.

4.3. Intentionally Omitted.

4.4. Consent of the Florida Board of Education. Written consent of the Florida Board of Education for the release or modification of the Center Agreements as contemplated herein.

4.5. Consent of the Florida Board of Governors. Written consent of the Florida Board of Governors for the Transfer and an opinion from the Transferee's General Counsel indicating that FSU has obtained the authority from the Florida Board of Governors to receive ownership of the Center including the assumption of the Civic Center's assets and liabilities.

4.6. Continuation of Electrical Service. The City's continuation of the existing contract to provide electrical service to the Center until the contract expires by its terms.

4.7. Payment to Escrow Agent of \$250,000.00 to Transferee. City and County's payment to the Escrow Agent of \$250,000.00 each for the benefit of the Transferee as authorized by the Third Amendment to Agreement Between the City of Tallahassee, Leon County, Florida, Tallahassee-Leon County Civic Center Authority, The Florida State University and Florida Board of Education (the "Third Amendment") in consideration of the following:

4.7.1. termination or modification of the Center Agreements to fully release the City and County of any further responsibility or liability to pay Annual Deficits of the Center as defined in the Center Agreements;

4.7.2. a binding commitment by Transferee for the Center's continual operation and maintenance as a comprehensive civic, governmental, educational, recreational, convention and entertainment facility for use and enjoyment of not only the Transferee but the Tallahassee-Leon County community at large as a community asset;

4.7.3. Transferee's agreement to simultaneously enter into the Lease with the Transferor on the Transfer Date pursuant to the terms of Section 3.6

4.7.4. Transferee's cooperation with the City and County regarding any necessary agreements to release the City and County from further liability arising from the Annual Deficits of the Center pursuant to the Center Agreements.

4.7.5. The City and County's contribution to settle the case of Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority, Case Number 2010-CA-004369 Leon County Circuit Court.

4.8. Payment of Annual Deficit of the Center for 2009-2010. The payment in full by the City and County of the Annual Deficit of the Center arising from the 2009-2010 audited financials of the Center that is the responsibility of the City and County pursuant to the Center Agreements.

5. Intentionally Omitted.

6. Title and Survey.

6.1. Delivery of Title Commitment. Not later than fifteen (15) Business Days following the Effective Date, the Title Agent shall deliver to Transferee the Title Commitment.

6.2. Marketable Title. At Closing, Transferor shall convey title to the Property to Transferee subject only to the Permitted Exceptions and such other matters as expressly provided for herein.

6.3. Title Evidence. If Transferee receives notice of or otherwise discovers that title to the Land is subject to any title exceptions that are not Permitted Exceptions (“Additional Exceptions”), after delivery of the Title Commitment and prior to Closing, then Transferee shall notify Transferor in writing of the Additional Exceptions to which Transferee objects within fifteen (15) Business Days after Transferee receives notice of such Additional Exceptions. If Transferee fails to deliver timely notice of Additional Exceptions, then it shall have waived its right to object to same and Transferee shall proceed to Closing as hereinafter provided. If the Additional Exceptions are liquidated claims or judgments, or are otherwise curable by the payment of money, without resort to litigation, then Transferor shall be required to remove such Additional Exceptions (“Mandatory Additional Exceptions”) from the Land by satisfying the same or by posting a surety bond so that such Mandatory Additional Exceptions are removed as exceptions from the Title Commitment and Title Policy.

6.4. Additional Exceptions Caused by Transferee. Transferee shall not have the right to object to title or to terminate this Agreement by reason of any title exception which is caused by Transferee or any party claiming by, through or under Transferee or any of Transferee's Representatives.

6.5. Survey. Transferee shall have the right to obtain a survey of the Land prepared by a land surveyor or engineer registered and licensed in the State of Florida.

6.6. Survey Defects. If Transferee's survey shows any matter which would affect the marketability of title to the Land (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), then Transferee shall notify Transferor in writing of the specific survey defect within five (5) Business Days after receipt of Transferee's survey, or but in no event later than prior to the expiration of the Inspection Period and thereafter such encroachment or defect shall be treated in the same manner as a Mandatory Additional Exception. Transferee's failure to deliver timely notice of survey defects shall be deemed a waiver of Transferee's right to object to survey matters as provided in this Section.

7. Transferor's Representations and Warranties.

7.1. Representations and Warranties. Transferor represents and warrants to Transferee, as follows:

7.1.1. Transferor's Existence. Transferor is in good standing and has full power and authority to own and sell the Property and to comply with the terms of this Agreement and to consummate the transactions contemplated hereunder;

7.1.2. Authority. The execution and delivery of this Agreement by the Transferor and the consummation by Transferor of the transaction contemplated by this Agreement are within Transferor's capacity and all requisite action has been taken and any and all necessary approvals by third parties have been obtained so that this Agreement is valid and binding on Transferor in accordance with its terms;

7.1.3. Intentionally Omitted.

7.1.4. Intentionally Omitted.

8. Transferee's Representations and Warranties. Transferee represents and warrants to Transferor, as follows:

8.1. Transferee's Existence. Transferee is duly organized, existing, in good standing and authorized to do business under the laws of the State of Florida and Transferee has full power and authority to accept the Transfer of the Property and to comply with the terms of this Agreement.

8.2. Authority. The execution and delivery of this Agreement by Transferee and the consummation by Transferee of the transaction hereby contemplated are within Transferee's capacity and all requisite action has been taken to make this Agreement valid and binding on Transferee in accordance with its terms.

8.3. Approval of the Florida Legislature. The Transferee has obtained legal authority from the Florida Legislature pursuant to §1013.78, Florida Statutes in the form of an enactment of a law having the effect of authorizing Transferee to assume the Annual Deficits of the Center. Transferee must provide an opinion letter from its General Counsel that the statutory enactment allows for the assumption of the Annual Deficits.

9. Post-Closing Obligations of the Transferee.

9.1. Civic Center Advisory Board. Transferee agrees to the appointment of a Civic Center Advisory Board for the purpose of advising Transferee with respect to the continued use and availability of the Center to individuals and community groups outside of Florida State University once the TLCCA has been terminated.

9.2. The Transferee agrees to continue the current practice for priority use of the Center by Leon County Schools for local high school graduation ceremonies.

10. Affirmative Covenants of Transferor.

10.1. Exhibits. If any of the Exhibits to this Agreement are not affixed hereto, are incomplete or are otherwise not provided to Transferee prior to or concurrently with its execution of this Agreement, then such documentation and/or information shall be provided to Transferee within five (5) Business Days following the Effective Date; provided, however, Transferor's failure to deliver such documentation and information within said five (5) Business Day period shall not be a default by Transferor hereunder, unless and until Transferor shall thereafter fail to provide the same within three (3) Business Days following receipt of Transferee's written demand therefor.

10.2. Intentionally Omitted.

10.3. Intentionally Omitted..

11. Intentionally Omitted..

12. Closing. Subject to all of the provisions of this Agreement, Transferee and Transferor shall close this transaction (“Closing”) by a mail away closing in which any cash to close shall be wire transferred to Escrow Agent on the Closing Date.

13. Transferor's Closing Documents. At Closing, Transferor shall execute and deliver certain documents (“Transferor's Closing Documents”), as follows:

13.1. Deed. The Deed shall be duly executed by Transferor and delivered to the Escrow Agent in the form attached as **Exhibit D**. Transferor shall also deliver to Escrow Agent all documents required to record the Deed in the Public Records of Leon County;

13.2. Transferor's No Lien and Gap Affidavit. An affidavit from Transferor attesting that, to the best of Transferor's knowledge, as follows: (i) no individual or entity has any claim against the Property under the applicable contractor's lien law, (ii) except for Transferor and leases provided by Transferee or as otherwise provided herein, no individual or entity is either in possession of the Property or has a possessory interest or claim in the Property, and (iii) no improvements to the Property have been made by Transferor for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall also include language sufficient to enable the Title Company to insure the “gap”, i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy;

13.3. Bill of Sale. The Bill of Sale shall be duly executed by Transferor so as to convey to Transferee title to the Personal Property;

13.4. Assignment of Leases. The Assignment of Leases shall be duly executed by Transferor in the form attached as **Exhibit F**.

13.5. Closing Statement. A Closing Statement setting forth the Consideration pursuant to Section 3, and other costs and expenses of the Transfer.

13.6. Authorizing Resolutions. Such documents as the Title Company or Transferee may reasonably request evidencing Transferor's existence, power, and authority of Transferor to enter into and execute this Agreement and to consummate the transaction herein contemplated, and to allow the Title Agent to issue the Title Policy;

13.7. Service Contracts. The originals or copies of all Service Contracts in the possession of Transferor;

13.8. Third Party Leases. The originals or copies of all Third Party Leases (defined below) and all modifications, amendments, extensions and assignments thereof which are in the possession of Transferor;

13.9. Notice of Change of Ownership. Copies of a letter signed by Transferor to be delivered by Transferee to the tenants and service providers of the Property, giving notice of the change of ownership of the Property;

13.10. Lease of the Center. Execution of the Lease of the Center from the Transferee to the Transferor in the form attached as **Exhibit I**; and

13.11. Release of the Automatic Reversionary Rights and Other Conditions and Restrictions. Transferor shall be responsible for delivery of the Release of the Automatic Reversionary Rights and Other Conditions and Restrictions in the form attached as **Exhibit G**.

14. Transferee's Closing Documents. At Closing, Transferee shall execute and deliver certain documents ("Transferee's Closing Documents"), as follows:

14.1. Modification or Termination of the Center Documents (Agreements). Transferee shall sign and deliver any necessary documents to the Escrow Agent to release the City and County from their Annual Deficit obligations pursuant to the Center Documents;

14.2. Authorizing Resolution. Such documents as the Title Company may reasonably require evidencing Transferee's existence, powers, and authority to enter into and execute this Agreement and the transaction herein contemplated and to allow the Title Agent to issue the Title Policy;

14.3. Assignment of Leases and Contracts. Transferee shall execute the Assignment of Leases and Contracts in the form attached as **Exhibit F**; and

14.4. Closing Statement. Transferee shall execute the Closing Statement;

14.5. Assignment of SunTrust Loan. Transferee shall execute and deliver any and all loan assumption documents to SunTrust Bank;

14.6. Lease of the Center. Execution of the Lease of the Center in the form attached as **Exhibit I**; and

14.7. Consents. Transferee has obtained the written consents from the Florida legislature, Florida Board of Education and the Florida Board of Governors pursuant to the provisions contained in Section 4.4 and Section 4.5.

15. Closing Procedure.

15.1. Transfer of Funds.

15.1.1. Transferee shall pay any required Cash to Close to the Escrow Agent by wire transfer to a depository designated by Escrow Agent;

15.1.2. City and County shall pay the required \$500,000.00 to Escrow Agent by wire transfer to a depository designated by Escrow Agent;

15.1.3. Transferee shall pay 1,150,000.00 to Escrow Agent which comprises the Settlement Amount minus the \$500,000.00 settlement contribution from the City and County referenced in Section 15.1.2.

15.1.4. Transferor and Transferee shall pay any respective closing costs as stated in the Closing Statement to Escrow Agent.

15.2. Delivery of Documents.

15.2.1. Transferee shall deliver to the Escrow Agent the Transferee's Closing Documents.

15.2.2. Transferor shall deliver to the Escrow Agent the Transferor's Closing Documents.

15.2.3. All fully executed documents from all parties necessary for the settlement in the case of Tallahassee Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369 have been received by Escrow Agent.

15.3. Requirements for Escrow Distribution. All funds and documents shall be delivered to the appropriate parties as outlined in Section 15.4 once all of the following conditions have been met ("Escrow Distribution"):

15.3.1. the Escrow Agent has received all funds outlined in Section 15.1;

15.3.2. the Escrow Agent has received all documents outlined in 15.2;

15.3.3. the Title Agent has delivered a "marked up" Title Commitment to Escrow Agent;

15.3.4. the Escrow Agent has received all necessary executed documents and funds to disburse pursuant to the Escrow Agreement executed in the case of Tallahassee

Hotel Associates, LTD., a Florida limited partnership v. Tallahassee-Leon County Civic Center Authority, a public agency politic and corporate Case No. 2010-CA-004369; and

15.3.5. the Escrow Agent has received written authorization from both the Transferor and Transferee to disburse the funds and documents pursuant to this Agreement.

15.4. Disbursement of Escrow Funds and Documents. Once the requirements for Escrow Distribution pursuant to Section 15.3 have been satisfied, the Escrow Agent shall deliver the following funds and documents as follows and the Title Agent shall make the distributions outlined below:

15.4.1. Escrow Agent shall deliver to the Title Agent the fully executed Transferor's Closing Documents and the fully executed Transferee's Closing Documents. Once these documents are received from the Escrow Agent, the Title Agent shall promptly record the Deed and Automatic Reverter Release along with any other necessary documents to be recorded and deliver the recorded copies to parties executing such document;

15.4.2. Escrow Agent shall deliver by wire transfer any Cash to Close to the Transferor and send written confirmation to the Title Agent that such distribution to the Transferor has been made and Transferor shall send written confirmation to the Title Agent that such funds have been received;

15.4.3. Escrow Agent shall deliver the closing costs outlined in the Closing Statement to the Title Agent for distribution to the appropriate providers.

15.4.4. Title Agent shall deliver the loan assumption documents to SunTrust Bank promptly after receipt from the Escrow Agent;

15.4.5. Title Agent shall deliver the originals or copies of the Modification or Termination of the Center Documents to Transferee, Transferor, City and County promptly after receipt from the Escrow Agent;

15.4.6. Title Agent shall promptly deliver a full set of copies of the Closing Documents to the Transferor and Transferee once all documents are received by the Title Agent;

15.4.7. Title Agent shall issue the title policy once all the title requirements have been satisfied;

16. Prorations, Assumption of Leases and Closing Costs.

16.1. Prorations. Transferee and Transferor acknowledge and agree that there will be no prorations at the time of closing except as follows:

16.1.1. Annual Deficits as of the day of closing.

16.2. Deposits. Any and all Security Deposits, utility deposits or any other deposits pertaining to the Center shall be transferred to the Transferee after the expiration or termination of the Lease.

16.3. Assumption of Third Party Leases. The Transferee shall assume all rights and obligations under the third party leases entered into by the TLCCCA for the operation of the Center (the "Third Party Leases"), including, without limitation, the return of any security deposits, after the termination of the Lease attached as **Exhibit I**. Transferor shall cooperate after the Closing with any necessary assignments of any Third Party Leases that may be required.

16.4. Operating Expenses. Transferee shall be liable for all operating expenses after Closing but the Transferor shall be responsible for the actual payment of all operating expenses of the Center pursuant to the Lease.

16.5. Transferor's Closing Costs. Transferor shall pay Transferor's Closing Costs at Closing.

16.6. Transferee's Closing Costs. Transferee shall pay Transferee's Closing Costs at Closing.

17. Possession. Transferee shall be granted possession of the Property at Closing, subject to the Lease with Transferor and any tenants in possession under any Third Party Leases in effect at the time of closing.

18. Condemnation. If at any time prior to the Closing Date, any proceedings shall be commenced for the taking of all of the Property or any material portion thereof, for public or quasi-public use pursuant to the power of eminent domain, Transferor shall furnish Transferee with written notice of any proposed condemnation within five (5) Business Days after Transferor's receipt of such notification. In such event, Transferee shall have the option to terminate this Agreement within five (5) Business Days after receipt by Transferee of notice thereof from Transferor by written notice to Transferor and the Escrow Agent. Should Transferee terminate this Agreement, any Deposit shall be returned to Transferee and thereafter neither Transferee nor Transferor shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If Transferee does not elect to terminate within the required time, then (i) the Closing shall progress as herein provided without reduction of the Transfer Price; (ii) Transferee shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Transferor shall assign unto Transferee any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Property and Transferor shall convey such of the Property, if any, which remains after the taking.

19. Intentionally Omitted.

20. Default.

20.1. Transferee's Default. In the event that this transaction fails to close due to a default on the part of Transferee, Transferor may pursue any remedies at law or equity. IN NO EVENT SHALL TRANSFEE, ITS BOARD MEMBERS, TRUSTEES, EMPLOYEES OR

AGENTS OF THE TRANSFEREE, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY, BEYOND ITS INTEREST IN THE PROPERTY, FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

20.2. Transferor's Default. In the event that this transaction fails to close due to a default on the part of Transferor, Transferee may pursue any remedies at law or equity. HOWEVER, IN NO EVENT SHALL TRANSFEROR, ITS BOARD MEMBERS, OFFICERS OR DIRECTORS, EMPLOYEES OR AGENTS OF THE TRANSFEROR, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF HAVE ANY LIABILITY, BEYOND ITS INTEREST IN THE PROPERTY, FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

21. Brokerage Commission. Transferor represents and warrants to Transferee and Transferee represents and warrants to Transferor that no broker or finder has been engaged by either of them with respect to this transaction. Transferor and Transferee agree to hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the other party. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

22. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall be hand-delivered or telecopied or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to Transferee, Transferor, and Escrow Agent, at their respective addresses set forth in the Definitions Page to this Agreement. Notice shall be deemed to have been given and received, if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended as its address set forth herein.

23. Escrow Agent. The payment of the Deposit, Cash to Close and all other funds provided hereunder to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. Upon receiving written notice from either party as to a dispute as to what party should receive any escrow funds, Escrow Agent may continue to hold the Escrowed Funds until both parties jointly provide a written authorization to release the escrowed funds or the Escrow Agent may deposit (interplead) the escrowed funds with a court of competent jurisdiction and the act of such interpleader shall immediately relieve

Escrow Agent of its duties, liabilities, and responsibilities hereunder. Transferee and Transferor will, and hereby agree to jointly and severally indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense including Attorney's Fees incurred on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement unless caused by its own willful misconduct or gross negligence. This provision shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

24. Assignment. This Agreement shall not be assigned by either party.

25. Miscellaneous.

25.1. Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

25.2. Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Transferor and Transferee.

25.3. Attorneys' Fees. Each of the parties hereto shall bear its own costs and Attorneys' Fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all Attorney's Fees in and all costs in connection therewith.

25.4. Governing Law/Jurisdiction. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida and will be deemed for such purposes to have been made, executed and performed in the State of Florida and venue shall be in Leon County, Florida for any legal proceedings in connection with this agreement and/or any other document signed by the parties.

25.5. Entire Agreement. This Agreement sets forth the entire agreement between Transferor and Transferee relating to the Property, all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties and there are no agreements, understandings, warranties, representations among the parties except as otherwise indicated herein.

25.6. Recording. Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

25.7. Time of the Essence. Time is of the essence in the performance of all obligations by Transferee and Transferor under this Agreement.

25.8. Computation of Time. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. E.S.T. on the next full Business Day.

25.9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

25.10. Survival. Except as otherwise expressly set forth in this Agreement, all representations and warranties of Transferor and obligations of Transferor hereunder set forth in this Agreement shall survive the Closing.

25.11. Construction of Agreement. Should any provision of this Agreement requiring interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

25.12. Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

25.13. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

25.14. Severability. If any clause or provision of this Agreement is determined to be a illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.

25.15. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25.16. Waiver of Trial by Jury. TRANSFEROR AND TRANSFEREE HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY MADE BEFORE, DURING OR AFTER THE EXECUTION OF THIS AGREEMENT. THIS WAIVER APPLIES IN THE EVENT ANY OTHER PERSONS OR ENTITIES INSTITUTE, JOIN, OR DEFEND IN ANY LITIGATION PROCEEDINGS. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED)

WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT NO PERSON OR ENTITY, AND/OR ANY OF EITHER PARTY'S REPRESENTATIVES, HAVE MADE REPRESENTATIONS THAT THIS JURY TRIAL WAIVER WILL NOT BE ENFORCED.

[Signatures appear on following page]

[Signature Page to Transfer Agreement]

IN WITNESS WHEREOF, Transferor and Transferee have executed this Agreement as of the dates indicated below.

WITNESSES:

Signature of Witness #1

: _____
Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

Signature of Witness #1

: _____
Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

TRANSFEROR:

The Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972

Signature

Print Name

Title

Date

TRANSFEE:

Florida State University Board of Trustees, a public body corporate

Signature

Print Name

Title

Date

Signature of Witness #1

Print Name of Witness #1

Signature for Witness #2

Print Name of Witness #2

ESCROW AGENT

(as to only those sections of the Agreement pertaining to the Escrow Agent's rights and responsibilities):

PREMIER BANK, a _____

Signature of Escrow Agent Representative

Printed Name

Title

Date

EXHIBITS

Exhibit A		Legal Description of Land
Exhibit B		Permitted Exceptions
Exhibit C		Personal Property
Exhibit D		Warranty Deed
Exhibit E		Bill of Sale
Exhibit F		Assignment of Leases and Contracts
Exhibit G		Automatic Reverter Release
Exhibit H		The Center Agreements
Exhibit I		Lease Agreement between Transferee as Landlord and Transferor as Tenant

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58

FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID

STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT B

Permitted Exceptions

1. Zoning restrictions and other Governmental Requirements.
2. Rights of tenants under Leases.
3. Specific Survey Exceptions.
4. Such other items set forth on Schedule B-2 of the Title Commitment.

EXHIBIT C

Personal Property

EXHIBIT D

Warranty Deed

(see attached)

This Instrument prepared by:

Timothy Durocher, Esq.
Carlton Fields, P.A.
450 S. Orange Avenue, Suite 500
Orlando, Florida 32801

Real Property Parcel I.D. #2136800077055

WARRANTY DEED

This Warranty Deed is made and executed the ____ day of _____ by **TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY**, a public agency created by Chapter 72-605, Laws of Florida, 1972 whose mailing address is 505 West Pensacola Street Tallahassee, FL 32301 (“**Grantor**”), to **FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES**, a public body corporate having a mailing address of 222 S. Copeland Street, 214 Westcott Building Tallahassee, Florida 32306, (“**Grantee**”).

WITNESSETH:

(Whenever used in this deed, the terms “Grantor” and “Grantee” include all the parties to this instrument and their respective successors and assigns.)

That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, the land in Leon County, Florida (the “**Property**”), more particularly described as:

SEE ATTACHED EXHIBIT “A”

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT TO easements, restrictions and conditions of record.

TO HAVE AND TO HOLD in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances except easements, restrictions and conditions of record.

Grantor further represents that the real property being conveyed is not the homestead, within the meaning of Article X of the Florida Constitution, of the Grantor or of anyone dependent upon the Grantor for support.

IN WITNESS WHEREOF Grantor has executed this deed the day and year first above

written.

Executed in the presence of:

GRANTOR:

**TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY**, a public
agency created by Chapter 72-605, Laws of
Florida, 1972

Signature of Witness #1

Printed Name of Witness #1

By: _____

Its: _____

Signature of Witness #2

Printed Name of Witness #2

STATE OF FLORIDA)

)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012
by _____ a _____ of Tallahassee-Leon
County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.
He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____

(Legibly Printed)

(AFFIX NOTARIAL SEAL)

Commission No.: _____

EXHIBIT "A"

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST

AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID

PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT E

Bill of Sale

(see attached)

BILL OF SALE

FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, The Tallahassee-Leon County Civic Center Authority (“**Transferor**”), does hereby grant, bargain, sell, transfer and deliver to Florida State University Board of Trustees, its successors and assigns (“**Transferee**”) that certain personal property more particularly described on **Schedule 1** attached hereto and made a part hereof (“**Personal Property**”), located in, on, or used in connection with the operation of the real property, located in Tallahassee, Florida, more particularly described in **Schedule 2** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Personal Property unto the Transferee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale this ____ day of _____, 2012.

Signed, sealed and delivered
in the presence of:

**TALLAHASSEE-LEON COUNTY CIVIC
CENTER AUTHORITY**, a public agency
created by Chapter 72-605, Laws of Florida,
1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of the Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

Schedule 1 of the Bill of Sale

(Personal Property)

Schedule 2 of the Bill of Sale

(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING

THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING. THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE,

LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT F

Assignment of Leases and Contracts

(see attached)

ASSIGNMENT OF LEASES AND CONTRACTS

THIS ASSIGNMENT is made by and between The Tallahassee-Leon County Civic Center Authority (“**Assignor**”) to Florida State University Board of Trustees, its successors and assigns (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignee has acquired all of Assignor's right, title, interest and estate in and to that real property legally described on Schedule 1 attached hereto and by this reference made a part hereof;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, expressed or implied, to Assignee, all of Assignor's right, title and interest in and to those certain leases set forth on **Schedule 2** attached hereto and by this reference made a part hereof (“Leases”) including all refundable tenant security deposits made under such Leases, to the extent such security deposits are in the possession of Assignor.

2. Assignor does hereby transfer, assign, set over and quitclaim, without recourse and without representation or warranty of any kind or nature whatsoever, expressed or implied, to Assignee, all of Assignor's right, title and interest in and to those certain contracts set forth on **Schedule 3** attached hereto and by this reference made a part hereof (“Contracts”) including all refundable deposits for the Contracts that are in the possession of Assignor.

3. Assignee hereby assumes the obligations and rights under the Leases and Contracts and agrees to perform all terms, conditions, covenants, agreements, liabilities and obligations thereunder, including the refund of all refundable security deposits and other deposits held in respect thereto which have been delivered or credited to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed this ___ day of _____, 2012.

(Remainder of this page has been intentionally left blank)

(Signature Page for the Assignor for the Assignment of Leases and Contracts)

ASSIGNOR:

Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2012, by _____, its _____ for the Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

(Signature Page for the Assignee for the Assignment of Leases and Contracts)

ASSIGNEE:

Florida State University Board of Trustees,
a public body corporate

By: _____

Title: _____

Witness #1 Signature

Print Name of Witness #1

Witness #1 Signature

Print Name of Witness #1

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 20___, by _____, its _____ for the Florida State University Board of Trustees, a public body corporate.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

Schedule 1 of the Assignment of Leases and Contracts

(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING

THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE

SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

Schedule 2 of the Assignment of Leases and Contracts

(Leases affecting the Property)

Schedule 3 of the Assignment of Leases and Contracts

(Contracts affecting the Property)

EXHIBIT G

Automatic Reverter Release

(see attached)

This Instrument prepared by:

Timothy Durocher, Esq.
Carlton Fields, P.A.
450 S. Orange Avenue, Suite 500
Orlando, Florida 32801

Real Property Parcel I.D. #2136800077055

**RELEASE OF AUTOMATIC REVERSIONARY RIGHTS AND
OTHER CONDITIONS AND RESTRICTIONS**

This Release of Automatic Reversionary Rights and Other Conditions and Restrictions (the "Release") is made this ___ day of _____, 2012, by and between the **CITY OF TALLAHASSEE**, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), located at 300 South Adams Street Tallahassee, Florida 32301, and the **TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY**, a public agency created by Chapter 72-605, Laws of Florida, 1972, located at 505 W. Pensacola Street, Tallahassee, Florida 32301 (the "Authority").

WHEREAS, the City executed and delivered a Warranty Deed to the Authority on July 20, 1976, recorded August 2, 1976 in Official Records Book 799, Page 43 of the Public Records of Leon County, Florida, attached as **Exhibit A** (the "Warranty Deed"), conveying certain real property that later became the Donald L. Tucker Center, more specifically described in **Exhibit B** (the "Property");

WHEREAS, the Warranty Deed contained a clause granting a reversionary right to the City (the "Automatic Reversionary Rights") as follows:

The foregoing property is being conveyed to the Grantee for the purposes of constructing, maintaining and operating a Civic Center, composed of a coliseum, sports arena, theatre, parking garage and associated facilities. Should the same not be used for said purpose for a period of two (2) years from the date of this conveyance, or should said use ever be discontinued or abandoned or should the property ever be used for any other unrelated use, then title to the same shall automatically revert to the Grantor herein.

WHEREAS, the Warranty Deed also contains several conditions and restrictions that were designed run with the land but were to expire by its terms on January 1, 1992 (the "Conditions and Restrictions"); and

WHEREAS, the City has agreed to Release the above Automatic Reversionary Rights and the Conditions and Restrictions as part of the transfer of the Property.

NOW, THEREFORE, the City and the Authority, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. Release of Automatic Reversionary Rights. The City hereby releases, quitclaims, exonerates and discharges the Authority, its successor and assigns and the Property from the encumbrance, operation and effect of the Automatic Reversionary Rights, defined above, contained in the Warranty Deed and any later ratifications of the Automatic Reversionary Rights in any other documents(s).

2. Release of Conditions and Restrictions. The City represents to the Authority that the Property is in full compliance of the Conditions and Restrictions stated in the Warranty Deed and the City hereby releases, quitclaims exonerates and discharges the Authority, its successors and assigns and the Property from the encumbrance, operation and effect of the Conditions and Restrictions which have expired by its terms contained in the Warranty Deed, and any later ratifications of the Conditions and Restrictions in any other document(s).

3. Release Shall Run with the Land. This Release shall run with the land.

4. Governing Law. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida.

5. Authority. The City and the Authority represent and warrant to the other that this Release has been duly authorized, executed and delivered by all necessary action on its behalf, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

6. Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Release.

7. Severability. If any provision of this Release shall be held unenforceable or void, then such provision shall be deemed severable from the remaining portions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Release.

8. Successors and Assigns. This Release shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

9. Counterparts. The City and the Authority may execute this Release and any other agreement executed pursuant to it in counterparts. Each executed counterpart will be deemed to be an original, and all of them, together, will constitute the same agreement.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the City has executed this Release as of the date set out below.

CITY:

Witnesses:

CITY OF TALLAHASSEE, a municipal corporation

Witness #1 Signature

By: _____

Print Name of Witness #1

Print Name: _____

Witness #2 Signature

Title: _____

Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me this ___ day of _____, 2012, by _____, as _____ of the CITY OF TALLAHASSEE, a municipal corporation who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No. _____

My Commission Expires: _____

(Seal)

AUTHORITY:

TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY, a public agency created by Chapter 72-605, Laws of Florida, 1972

Witness #1 Signature

Print Name of Witness #1

Witness #2 Signature

Print Name of Witness #2

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____, its _____ for the Tallahassee-Leon County Civic Center Authority, a public agency created by Chapter 72-605, Laws of Florida, 1972.

Notary Public
State of Florida

My Commission Expires:

Print or Stamp Name of Notary Public

EXHIBIT A

Warranty Deed
(see attached)

WARRANTY DEED

THIS INDENTURE, made this 20th day of July, 1976, between the CITY OF TALLAHASSEE, a municipal corporation organized and existing under the laws of the State of Florida, of the County of Leon, State of Florida, hereinafter called "Grantor", and TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY, a public agency created by Chapter 72-605, Laws of Florida, 1972, whose post office address is Tallahassee, Florida, of the County of Leon, State of Florida, hereinafter called "Grantee";

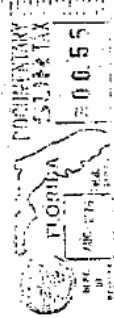
WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Leon County, Florida, to-wit:

See attached Exhibit "A" for property description.

The foregoing property is being conveyed to the Grantee for the purposes of constructing, maintaining and operating a Civic Center, composed of a coliseum, sports arena, theatre, parking garage and associated facilities. Should the same not be used for said purpose for a period of two (2) years from the date of this conveyance, or should said use ever be discontinued or abandoned or should the property ever be used for any other unrelated use, then title to the same shall automatically revert to the Grantor herein.

The property described above is conveyed subject to the following conditions and restrictions which will run with the land and



369573

RECORDED IN THE PUBLIC RECORDS OF LEON CO., FLA. IN THE BOOK & PAGE IND. AUG 2 11 14 AM 1976 AT THE TIME & DATE NOTED PAUL F. HARTSFIELD CLERK OF CIRCUIT COURT

WARRANTY DEED
Page Two

shall bind the Grantee, its successors and assigns, until January 1, 1992.

(A) Permitted Uses. Public and semi-Public Uses and Structures, which by definition shall include the other uses specified in this subsection, shall be the only uses permitted.

(1) Public and Semi-Public Uses.

- Any college or university use or structure.
- Any governmental use or structure including City, County, State or Federal offices and facilities.
- Parks, parking lots, playgrounds, public buildings, libraries, museums, schools, exhibition halls, auditoriums, offices, civic centers, coliseums, maintenance buildings and service facilities.
- University or other publicly owned residential uses, including apartments and dormitories provided that the minimum lot area for a residential use shall not be less than 10,000 square feet.
- As an accessory use only, concession stands, newstands, bookstores, restaurants and cafeterias, drug stores, laundromats, dry cleaning pick-up stations, beauty or barber shops and other similar service uses owned by a public entity or university, and designed primarily to service public uses.
- Public parking facilities and structures plus accessory structures such as canopies, parking attendant and public shelters which are incidental to the primary use permitted.

(B) Building Lot Coverage.

A building lot is defined herein as the building site for a structure, also the land area occupied by a use or structure incidental to the operation of the main use or structure. The maximum lot coverage allowed shall be 40%.

(C) Floor Area Ratio.

The maximum permitted floor area of all structures on a building lot (including accessory structures) shall not exceed 1:2 for the first three stories, 1:15 for the fourth through tenth stories; and 1:1 for all over ten stories.

(D) Area Requirements.

All parcels in the Project Area shall be subject to the building setback lines as shown on R.P. Map No. 3, the "Land Use Plan".

- Minimum Yard Requirements:

Front: 25 feet
Side-Interior: 25 feet
Side Corner: 25 feet
Rear: 10 feet

- Minimum Lot Requirements:

Width: 90 feet
Depth: 100 feet
Area: 10,000 square feet

- Maximum Height of Structures: None

(E) Off-Street Parking and Loading Requirements.

- (a) Off-Street Parking. For the purpose of this plan, an "off-street parking space" shall have dimensions of nine (9) feet in width and nineteen (19) feet in depth, exclusive of the area required for access drives or aisles.

Each off-street parking area shall have individual spaces marked, and shall be so designed, maintained, and regulated that no parking or maneuvering incidental to parking shall be on any public or private street, walk or alley, and so that any automobile may be parked or unparked without moving another.

In addition, planting strips (to be defined as an unpaved area for trees and shrubs) of not less than five (5') feet shall be left between each row or parking spaces and of not less than ten (10') feet on the perimeter of a lot as shown on the Illustrative Site Plan, S.D. Map No. 3. Such planting strips shall have a landscape planting plan submitted, prior to the development of the parking areas, to the LPA for review and approval.

Off-street parking facilities shall be maintained in a smooth and well-graded, or paved or hard surfaced condition; drained so as not to cause any nuisance on adjacent property; if lighted, the lighting shall be designed and installed so as to prevent glare or excessive light on adjacent property; and shall be arranged for convenient access and safety of pedestrians and vehicles.

Parking spaces shall be located on the same site they serve on or land within 300 feet from the site. The aisle widths provided for off-street parking areas shall be based on the following angles of parking stalls:

<u>Parking Stall Angle</u>	<u>Aisle Width</u>
30 degrees	11.0 feet
45 degrees	13.0 feet
50 degrees	14.5 feet
55 degrees	16.0 feet
60 degrees	17.5 feet
90 degrees	22.0 feet

The following uses require the amount of off-street parking shown:

<u>Type of Use</u>	<u>Parking Requirements</u>
1. Dormitories & Apartments	1 space per unit
2. Offices	1 space per 200 s.f. of gross floor area
3. Places of assembly, including meeting rooms, schools and amusements	1 space per 100 s.f. of assembly area
4. Personal Services	1 space per 150 s.f. of gross floor area

WARRANTY DEED
Page Four

- (b) Loading Requirements. To be defined as space logically and conveniently located for pickups and/or deliveries and for loading and unloading, which is scaled to vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. In no case shall such space be less than 12 feet by 25 feet with 14 feet of height clearance, and such space shall have direct access to a street or alley.

Each permitted use having a gross floor area of 10,000 square feet or more and requiring receipt or distribution of materials or merchandise shall have at least one permanently maintained off-street loading/unloading space for the first 10,000 square feet and one additional space for each 20,000 square feet or fraction thereof of gross floor area above the first 10,000 square feet.

For uses with less than 10,000 square feet of gross floor area, which require loading/unloading space, sufficient receiving space shall be provided on the property so as not to hinder the movement of vehicles and pedestrians over a sidewalk, street or alley.

(F) Signs.

The following restrictions shall apply to the project area with regard to signs:

- (1) Only one identification sign shall be permitted for each use.
- (2) All signs shall be either non-illuminated or indirectly illuminated. Directly illuminated signs are prohibited.
- (3) No permitted identification sign shall exceed 100 square feet in area or one square foot in area for every foot of lot frontage, whichever is greater; provided, however, that no sign shall exceed 200 square feet maximum area.

(G) Obstruction of Vision at Street Intersections.

The following regulations shall apply to the project area:

- (1) Within the area formed by the rights-of-way lines of intersecting streets (a straight line connecting points on such rights-of-way at a distance of the required setback for the zoning district from their point of intersection, such connecting line extending beyond the points to the edge of pavement); there shall be a clear space with no obstruction to vision between the height of three feet and a height of ten feet above the average grade of each street as measured at the centerline thereof.
- (2) The requirements of this section shall not be deemed to prohibit any necessary retaining wall.
- (3) Trees shall be permitted in the clear space provided that foliage is cut away within the prescribed heights.
- (4) Lamp posts and street name signs shall be permitted.

WARRANTY DEED
Page Five

(H) Easements.

Whenever necessary for poles, electric lights, conduits, storm sewers, sanitary sewers, gas lines, water lines or other services, easements shall be granted to the City of Tallahassee.

(I) Site Design and Landscaping.

The entire property herein conveyed shall be developed as an overall architectural and urban design concept.

All areas not covered with buildings or surface treatment shall be landscaped with plants, grass, pedestrian walks and similar features and shall be maintained in reasonable condition. Changes in grade and landscaped areas shall be used to achieve an aesthetic compatibility between parking areas and buildings. The City of Tallahassee shall be the authority to determine whether or not this requirement has been met. All such landscaping and the landscaping originally provided by the City within street rights-of-way shall be maintained by the property owner.

(J) Approval of Plans.

It is vital to the success of a fully interrelated governmental, civic and university development that harmony exist close to the Capitol Center Complex and Florida State University. For this reason, it is particularly important that all structures, streets and open spaces of the varying land uses so relate to one another that a harmonious environment serving the needs of all can be created. To insure this result, the City of Tallahassee shall approve the design development plans and final construction plans prior to the start of construction. The purpose of this approval is to insure that the proposed development conforms to the standards set forth in this conveyance and to develop an architectural interrelationship between adjoining and nearby structures and open areas.

(K) No portion of said property, nor any contract relating to said property or its improvement, shall restrict said property on its use, lease or occupancy upon the basis of race, religion, color or national origin.

(L) The City of Tallahassee reserves the right to release, modify or amend any of the restrictions hereby imposed at any time.

WARRANTY DEED
Page Six

IN WITNESS WHEREOF, the Mayor of the City of Tallahassee has executed this instrument in the name of the City of Tallahassee, and the City Auditor and Clerk of said City has attested the execution thereof and affixed the official seal of the City hereto, all by the authority and under the direction of the City Commission of the City of Tallahassee, the day and year first above written.

Signed, sealed and delivered in the presence of:

Catarina L. Lee
Christelle H. Stickland

CITY OF TALLAHASSEE

By: *James R. Ford*
JAMES R. FORD, Mayor

ATTEST:

By: *Herbert J. Seckel*
HERBERT J. SECKEL
City Auditor and Clerk

STATE OF FLORIDA)
COUNTY OF LEON)

I HEREBY CERTIFY that before me, the undersigned authority, this day personally appeared JAMES R. FORD and HERBERT J. SECKEL, to me well known and known to me to be the Mayor and City Auditor and Clerk, respectively, of the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida and the party named in and that executed the foregoing instrument of writing. And the said JAMES R. FORD, as Mayor of said City of Tallahassee, did acknowledge before me that he executed the foregoing instrument of writing for the uses and purposes therein set forth and that such execution by him was made freely and voluntarily, under and by the authority of the City Commission of said City; and the said HERBERT J. SECKEL, as City Auditor and Clerk of said City, did acknowledge and declare that he attested the corporate seal of said City thereto freely and voluntarily for and on behalf of said City and under the authority and by direction of the City Commission of said City, and that the seal affixed thereto is the seal of the City of Tallahassee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Tallahassee, Leon County, Florida, this 26th day of *July*, A.D., 1976.

Christelle H. Stickland
Notary Public

My Commission Expires:
8-12-76

Notary Public, State of Florida at Large
My Commission Expires Aug. 12, 1976
Issued by American Notary & Surety Co.

This Instrument Prepared by:
Bryan W. Henry, City Attorney
City of Tallahassee
Post Office Drawer 1049
Tallahassee, Florida 32302



CITY OF TALLAHASSEE

PARCEL III
PROPERTY DESCRIPTION

REF. REC. 799 PAGE 49

Lots 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, part of Lots 49, 60, 62, 58, 59 of the South half of the County Quarter; Lots 7, 8, 21 part of Lots 22 and 29 of the North half of the County Quarter, all in Section 36, Township 1 North, Range 1 West, Leon County, Florida being more particularly described as follows:

Commence at a brass pin marking the intersection of rights of way of Copeland Street and St. Augustine Street in the South half of the Quarter addition of the City of Tallahassee, County of Leon, State of Florida and run thence North 00 degrees 18 minutes 00 seconds West, 230.44 feet to a point which is the intersection of centerline of right of way of Copeland Street and Lafayette Street, thence run North 00 degrees 16 minutes 40 seconds West, 230.46 feet to a point which is the intersection of the centerline of right of way of Copeland Street and Pensacola Street, thence leaving the centerline of Copeland Street run North 89 degrees 46 minutes 20 seconds East 1558.32 feet along the centerline of Pensacola Street to a point, thence leaving the centerline of Pensacola Street run South 00 degrees 03 minutes 40 seconds East, 30.00 feet to the Point of Beginning. From said Point of Beginning run thence South 00 degrees 03 minutes 40 seconds East 125.30 feet along the Westerly right of way of Boulevard Street to a concrete monument marking the beginning of a curve concave to the Northeast, having a radius of 496.46 feet, and a central angle of 20 degrees 15 minutes 03 seconds, thence, run in a Southeasterly direction along the arc of said curve 175.47 feet to a point of reverse curve, thence run Southeasterly along the arc of said curve having a radius of 312.28 feet and a central angle of 20 degrees 14 minutes 23 seconds for an arc distance of 110.31 feet to a concrete monument marking the end of said curve, thence run South 00 degrees 04 minutes 00 seconds East 321.15 feet to a nail and cap marking the intersection of the westerly right of way of Boulevard Street with the Northerly right of way of Madison Street, thence leaving the Westerly right of way of Boulevard Street run South 89 degrees 57 minutes 00 seconds West along the Northerly right of way of Madison Street 862.58 feet to a nail and cap marking the intersection of the Northerly right of way line of Madison Street and the Northerly right of way line of St. Augustine Road (relocated) said point also being the beginning of a curve concave to the Northeast having a radius of 433.97 feet and a central angle of 35 degrees 49 minutes 53 seconds thence run Northwesterly along the arc of said curve 271.39 feet to a concrete monument thence run North 54 degrees 13 minutes 07 seconds West 53.58 feet to a concrete monument on the Northerly right of way of St. Augustine Street (relocated) said concrete monument also marking the beginning of a curve concave to the Northeast having a radius of 150.00 feet and a central angle of 54 degrees 25 minutes 21 seconds, thence run Northwesterly along the arc of said curve 142.48 feet to a concrete monument marking the end of curve and lying on the easterly right of way of the new Railroad Avenue (extended), thence run North 00 degrees 12 minutes 14 seconds East 268.04 feet to a concrete monument marking the beginning of a curve concave to the Southeast having a radius of 229.17 feet and a central angle 56 degrees 04 minutes 06 seconds, thence run Northeasterly along the arc of said curve a distance of 224.26 feet to a concrete monument lying on the Easterly right of way of Railroad Avenue (extended) thence run North 56 degrees 16 minutes 20 seconds East 44.40 feet to a concrete monument marking the beginning of a curve concave to the Southeast having a radius of 30.00 feet and a central angle of 33 degrees 30 minutes 00 seconds, thence run along the arc of said curve 17.54 feet to a concrete monument marking the end of curve and lying on the Southerly right of way of Pensacola Street, thence run North 89 degrees 46 minutes 20 seconds East 1015.34 feet to a concrete monument which is also the Point of Beginning.

The parcel contains 19.32 acres more or less and lies in the South-west Quarter of Section 36, Township 1 North, Range 1 West, Leon County, Florida.

EXHIBIT A

EXHIBIT B

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST

AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA. LESS AND EXCEPT:MACOMB STREET IMPROVEMENTS RIGHT-OF-WAY ACQUISITION 128A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT H

The Center Agreements

(see attached)

AMENDMENT AND AFFIRMANCE OF AGREEMENT
FOR FINANCING THE CONSTRUCTION OF THE
TALLAHASSEE-LEON COUNTY CIVIC CENTER.

1582911

THIS AMENDMENT AND AFFIRMANCE to the four-party Contract for the financing of the Tallahassee-Leon County Civic Center dated March 9, 1976, said Contract being by and between the Board of Regents of the State of Florida, the Tallahassee-Leon County Civic Center Authority, the City of Tallahassee, and the County of Leon.

WITNESSETH:

The parties hereto previously entered into a contract and agreement for financing the construction of the Civic Center in Tallahassee, Florida, bearing date of March 9, 1976, and of which this amendment shall become a part in order to update the program, contributions and costs of the project and for the affirmance of the other provisions contained in that agreement and to further carry out the change of circumstances and full intentions of the parties since executing that agreement.

Subsequent to the effective date of that agreement and following the completion of the design development, it was determined by the Authority that the available dollars were insufficient to fund the proposed program as contemplated therein. In order to provide additional funding, the Authority applied for and attained grant funds from the Economic Development Administration of the United States Department of Commerce in the sum of \$3,190,840 to be applied toward the design and construction of the contemplated project. Further, following the receipt of bids at the first bid letting, it was determined by the Authority that the available dollars were insufficient to fund the entire program, which required revisions therein, including the elimination of the theater. To assist in carrying out the program that was contemplated, with the elimination

of the theater but to provide a functional and aesthetically pleasing facility for the City of Tallahassee and County of Leon, the Florida Legislature budgeted from general revenue a grant to the project in the sum of six million dollars, which is non-interest bearing.

Following the revision of the plans for the Center which included the elimination of the theater and reduction in materials and design of 1.5 million dollars, the second bidding process was completed and a low bid received.

The parties hereto acknowledge that the redesigned program is at this time complete and meets the requirements of the parties, the project would be fully funded and construction for Phase XXI of the project should commence.

The total cost of the project shall be borne as follows:

Cash to be furnished by the Board of Regents -	\$12,176,500
Land, cash and in kind services to be furnished by the City of Tallahassee -	5,950,000
Cash from Leon County -	5,950,000
Economic Development Administration Grant -	3,190,840
Grant from the State of Florida	<u>6,000,000</u>
Total	533,267,340

The low bid for the arena, exhibit hall and convention facilities of the Allen M. Campbell Company of Tyler, Texas, totals \$20,300,000, which said bid is within the monies available in the project including a proper contingency fund provided within the budget.

Attached to this Amendment to the Contract is a budget reflecting the costs of the project and allowance for use of funds available.

By this Amendment, the City and County take this opportunity to carry out the provisions and intentions contemplated and provided for in the March 9, 1976 Agreement between these parties and for and in consideration of the Board of Regents having entered into the long term agreement with the Authority for the commitment of annual rentals for a period of forty (40) years and in order that there be assurance to the Authority that any operating deficit be funded, that ^{the City and} ~~they~~ _{County} each agree to assume the payment of any annual operating expenses in excess of operating revenues up to the sum of \$125,000, which may include in kind contributions that may have been made by any governing body during the year.

Signed, sealed and delivered in the presence of:

CITY OF TALLAHASSEE

Judith A. Collins
Christine Strickland

By: Walter J. Sackel
Mayor

Attest: Walter J. Sackel
Auditor-Clerk

APPROVED AS TO FORM AND LEGALITY

By: Doris M. King
City Attorney

Signed, sealed and delivered in the presence of:

LEON COUNTY

Nellie Ruth Kutz
Rita D. Stallings

By: Walter J. Sackel
Chairman, Board of County Commissioners

Attest: Paul F. Hartsfield
Clerk, Circuit Court

By: Sam Hurst
Sam Hurst, Deputy Clerk

3.

Si
In



(Corporate Seal)

Signed, sealed and delivered
in the presence of:

BOARD OF REGENTS
STATE UNIVERSITY SYSTEM

By: _____
Chancellor

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL
BOARD OF REGENTS

By: _____

4.

BUDGET

Tallahassee-Leon County Civic Center
Arena, Convention Center and Kitchen Alternate

September 7, 1978

FUNDING

City	\$ 5,950,000
County	5,950,000
State	18,176,500
Federal Grant	<u>3,190,840</u>
Total Project Funding	\$33,267,340

BUDGET

Phase I Excavation (net)	817,858	
Phase II Piling (Base bid + C.O. I & 2)	1,654,671	
Phase III General Construction		
Base Bid A	20,300,000	
		20,300,000
Phase IV Arena Seats + alt. A	669,405	
Phase V Furniture & Equipment (act.)	500,000	
Phase VI Parking Budget Item	<u>300,000</u>	
		Total Construction 24,441,934
Fees & Administration		2,498,213
Land (State share of 6 acres)		225,801
*Contingency		<u>2,760,591</u>
		Total DGS Funds \$29,926,539
Land (except State share of 6 acres)		1,820,801
Prior Contributions		230,000
In-kind Services		<u>1,290,000</u>
		Total Project Funding \$33,267,340

*There is a disputed claim of \$1,400,872 filed by Raymond International, Inc. on the piling contract.

The above budget is prepared pursuant to the approval given by the Civic Center Authority on September 7, 1978. Provisions for parking and kitchen facilities will be determined by the Authority at a later date.

This Agreement between the Board of Regents of the State of Florida, the Tallahassee-Leon County Civic Center Authority (hereafter referred to as the Authority), the City of Tallahassee and the County of Leon, entered into this 9th day of March, 1976

WITNESSETH:

The subject of this agreement is the construction, financing, operation and use of a civic center in the City of Tallahassee to be known as the Tallahassee-Leon County Civic Center, hereafter referred to as the Civic Center.

The construction, operating and use of the Civic Center is authorized by Chapter 72-605, Laws of Florida, Acts of 1972, hereinafter referred to as the Act.

The Civic Center shall generally contain the facilities described in the Florida State University Building Program, Tallahassee-Leon County Civic Center study dated November 1975 and shall include but not necessarily be limited to the following:

An Arena seating 12,000 - 13,500; meeting and conference rooms for 1,000; an auditorium for 2,200; a main exhibition area; and a 1,000 space parking structure. These elements will be served by circulation/public areas, administrative offices, building services and various other ancillary spaces. There will also be two areas of undesignated space available for lease to appropriate parties. The total area of the enclosed facilities is 347,070 gross square feet plus the parking structure estimated at 350,000 gross square feet.

The City of Tallahassee, the Authority, Leon County and the Board of Regents shall cooperate as authorized by the Act in the financing of the Civic Center. Planning, development, construction, ownership and operation of the Civic Center is the responsibility and prerogative of the Civic Center Authority, in which the City, Leon County, the Board of Regents through Florida State University and Florida A&M University, and others participate and cooperate through their representatives. This agreement recognizes that the Department of General Services, State of Florida may be legally required to participate in construction supervision.

at the completion of which the Authority will assume full ownership and operational authority. If the Department of General Services is required by law to supervise construction, its fee shall not exceed one half of one percent of the original construction contract, plus or minus any change orders.

The total cost of the project shall not exceed \$24,076,500, estimated as follows:

Construction Estimate	\$16,740,450
Fees	1,217,630
Fixtures and Equipment	1,590,850
Contingency	1,042,570
Land Cost for Original Site Plus	
Contributed Land	1,595,000
Additional Land	600,000
Utility Relocation	<u>1,290,000</u>
Total	\$24,076,500

The cost of the Civic Center shall be generally financed as follows:

Cash to be furnished by the Board of Regents	\$12,176,500
Land and improvements to be furnished by the City of Tallahassee	2,135,000
Proceeds from Leon County Bonds for construction	5,950,000
Cash available from General Revenue Bond Anticipation Notes from the City of Tallahassee	<u>3,815,000</u>
Total	\$24,076,500

It is contemplated that the construction costs other than cash furnished by the Board of Regents and other than the previous land and improvements from the City of Tallahassee will be financed by the proceeds in the amount of \$5,950,000 from a General Fund Pledge Bond Issue by Leon County and the provision of \$3,815,000 in cash by the City of Tallahassee.

It is contemplated that the debt service on the Leon County Bond Issue will be paid by Leon County from its general fund and that the City of Tallahassee will issue General Revenue Bond Anticipation Notes in the amount required.

The objective of the County is that its Bonds be sold and delivered not later than November, 1976 and the objective of the City is to make funds available not later than November, 1976 and the City and County will adopt such documents and take such other proceedings as necessary and use their best efforts to accomplish a November, 1976 or earlier availability of funds.

It is contemplated that substantial use of the Civic Center facilities will be made by the Florida State University and Florida Agricultural and Mechanical University. In order to secure the long term use of the facilities by the two universities, the use of the Civic Center will be made available to the universities for a specified number of days each year for a period of 40 years. The parties will subsequently agree on a fair and reasonable charge for the use of the facilities by the Florida State University and Florida Agricultural and Mechanical University through an agreement between the Board of Regents and the Authority. Provided, however, any sum of money agreed to be paid annually by the Board of Regents for use of the facilities will be entirely dependant and contingent upon the Legislature of Florida making such appropriations as are necessary for such payments and also upon condition that it is understood by all parties that the Legislature of Florida is under no obligation and cannot be compelled to make such annual appropriations.

All parties are expected to provide the construction funds referred to in this agreement to the Authority on or about November 1, 1976 and the City of Tallahassee is expected to provide the land on or about November 1, 1976 to the Authority. Funds from all parties shall be provided prior to the letting of the construction contract.

The obligation of the Board of Regents under this agreement is subject to and contingent on the availability of funds lawfully appropriated by the Legislature of the State of Florida for this purpose.

Signed, sealed and
delivered in the presence of:

Constantine D. Maltan
Christelle Strickland

CITY OF TALLAHASSEE

By: John R. Jones
Attorney
Attest: Robert J. Seibel
Auditor/Clerk

APPROVED AS TO FORM AND LEGALITY

By: [Signature]
City Attorney

Signed, sealed and
delivered in the presence of:

Janet H. Sauls
Fred H. Williams

LEON COUNTY

By: Jack M. Miller
Chairman, Board of County
Commissioners
Attest: [Signature]
Clerk, Circuit Court



Signed, sealed and
delivered in the presence of:

Tris T. Watson
Barbara J. Henning

TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY

By: Paul R. B. [Signature] (Corporate Seal)
Attest: Kevin Waggoner
Its Secretary

Signed, sealed and
delivered in the presence of:

[Signature]
Fred H. Williams

BOARD OF REGENTS
STATE UNIVERSITY SYSTEM

By: E. J. York Jr.
Chancellor

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL
BOARD OF REGENTS

By: _____

APPROVED AS TO FORM, BUT LEGALITY
SUBJECT TO EXECUTION BY ALL PARTIES
CHARLES E. MINNIE, JR., General Counsel
Florida Board of Education

By: [Signature] 3-4-76

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into this 20th day of March, 2007, by and among the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"); LEON COUNTY, a political subdivision of the State of Florida ("County"); the TALLAHASSEE - LEON COUNTY CIVIC CENTER AUTHORITY ("Authority"); and the FLORIDA BOARD OF EDUCATION ("FBOE").

WHEREAS, the Authority owns and operates the Tallahassee - Leon County Civic Center ("Civic Center"); and,

WHEREAS, the parties and the Board of Regents for the State of Florida ("BOR") entered into a certain Agreement, dated March 9, 1976, relating to the construction, financing, operation, and use of the Civic Center ("Agreement"), and subsequently entered into a certain Amendment and Affirmance of Agreement for Financing the Construction of the Tallahassee-Leon County Civic Center ("First Amendment"); and,

WHEREAS, the FBOE is the successor in interest to the BOR for purposes of the Agreement; and,

WHEREAS, the First Amendment provides that the City and the County agree to assume payment of any annual operating expenses in excess of operating revenues up to the sum of \$125,000 each; and the parties desire to amend the Agreement, and more specifically the First Amendment, with regard to such obligation and the manner in which such expenses and revenues are to be determined or calculated;

NOW THEREFORE, in consideration of the following mutual covenants and promises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The City and the County agree to pay to the Authority the amount by which annual expenses of the Authority exceed annual revenues ("Annual Deficit") up to the sum of \$125,000 each, which payment may include in kind contributions that may have been made by any governing body during the year.
2. The terms "annual revenues" and "annual expenses", as used in Section 1 above, shall be defined to include all operating and non-operating revenues and expenses recognized for Business Type Activities -- Enterprise Funds under generally accepted accounting principles issued by the Governmental Accounting Standards Board. For purposes of calculating whether an Annual Deficit has occurred, and for purposes of submitting a billing to the City and County in regard to such Annual Deficit, such annual expenses shall not include any depreciation expense; however, the Authority may include in such expenses a charge for repair and replacement of plant and equipment in an amount equal to \$240,000 per year. Such amount may be changed by mutual agreement among the City, the County, and the Authority prior to the beginning of the fiscal year to which such change will apply.

EXHIBIT
"C"

3. In any year that an Annual Deficit occurs, the Authority shall provide to the City and County a billing and an "Over/Under Budget Report - Revenue/Expense" ("Budget Report") as of September 30 for the fiscal year then ended subject to the following:

a. If the Budget Report and billing are submitted prior to the time that the Authority's independent auditor has prepared a report on the annual financial statements, the Budget Report shall be accompanied by an Attestation Examination Report to which the auditor has expressed an opinion on the accuracy of the Budget Report and compliance by the Authority with the Agreement and the First Amendment as amended hereby.

In the event that the City or County pays the Authority for amounts billed and the subsequently performed annual financial audit shows the Budget Report did not take into consideration additional adjustments to revenues or expenses as a result of work by the Authority's independent auditor, the Authority shall bill or promptly refund to the City and County such amounts as are calculated and documented by the Authority.

b. If the Budget Report and billing are submitted at the time of, or subsequent to, issuance of a report by the Authority's independent auditor on the Authority's annual financial statements, the Authority shall submit a Budget Report as of September 30 for the fiscal year then ended for which the Authority has reconciled revenues and expenses shown in the Budget Report to the audited annual financial statements. In such event, the Authority agrees to provide such additional supporting information as the City or County may request and deem necessary to explain the reconciliation.

4. To provide for on-going receipt of information relating to Authority activities, the Authority agrees to provide to the City Manager and to the County Administrator a monthly Budget Report.

5. Each Budget Report shall show budgeted and actual revenues by major source and allowed expenses by major category to arrive at a calculated over or under budget amount for the period of the Budget Report. Additionally, the Budget Report shall distinguish normal Civic Center operations from any other significant financial agreement or arrangement between or among the Authority and any third party or parties existing at the time the particular Budget Report is submitted.

6. Except as specifically modified by this Amendment to Agreement, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be executed by their duly authorized representatives effective the date and year first written above.

CITY OF TALLAHASSEE

Attest:

Gary Hemdon
Gary Hemdon, City Treasurer-Clerk

By:

Anita Favors
Anita Favors, City Manager

Approved as to form:

[Signature]
City Attorney



LEON COUNTY, FLORIDA

Attest:

Robert B. Inzer
Robert B. Inzer, Clerk of Circuit Court
Deputy Clerk

By:

[Signature]
Chairman
Board of County Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

TALLAHASSEE - LEON COUNTY
CIVIC CENTER AUTHORITY

By:

Don Mills
(Type or print name and title of signatory)
Don Mills, Its Chairman

[Signature]
Witness as to Authority

[Signature]
Witness as to Authority

FLORIDA BOARD OF EDUCATION

By:

C. W. Blackwell
(Type or print name and title of signatory)

[Signature]
Witness as to FBOE

[Signature]
Witness as to FBOE

EXHIBIT I

Lease Agreement between Transferee as Landlord and Transferor as Tenant

LEASE AGREEMENT

BETWEEN

**FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
("FSU" or "LANDLORD")**

AND

**TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY
("TLCCCA" or "TENANT")**

**REGARDING THE DONALD L. TUCKER CENTER
("CENTER")**

THE CENTER LEASE AGREEMENT

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- EXHIBIT A – LEGAL DESCRIPTION
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THE CENTER LEASE AGREEMENT

ARTICLE I - ABSTRACT OF LEASE

Date of Lease: This Lease is entered into by the undersigned parties as of _____, 2012.

1.1. PARTIES.

A. LANDLORD:

Name: Florida State University Board of Trustees, a public body corporate
("FSU")
Address: 222 S. Copeland Street, Suite 214
(for notices) Tallahassee, FL 32306

Copy to: Carolyn Egan, Corporate Counsel
Address: P.O. Box 3061400
222 S. Copeland Street, Suite 424
Tallahassee, FL 32306

B. TENANT:

Name: Tallahassee-Leon County Civic Center Authority ("TLCCCA")
Address: 505 W. Pensacola Street
Tallahassee, FL 32301

Copy to: _____
Address: _____

1.2. PROPERTY.

THE CENTER:

Name: Donald L. Tucker Center
Location: 550 W. Pensacola Street
Tallahassee, FL 32301

1.3. TERM OF LEASE.

A. The term (the "**Term**") of this Lease shall be for a period commencing on the date of closing on the transfer of the Premises from TLCCCA to FSU (the "**Commencement Date**"), and terminating on the effective date of legislation terminating or abolishing the TLCCCA (the "**Termination Date**").

1.4. RENT AND OTHER TENANT CONTRIBUTIONS.

- A. Minimum Rent shall be: \$0.00/month.
- B. Additional Rent: Intentionally omitted.

C. Any annual deficits in operating expenses shall be paid by the Landlord but Tenant shall be responsible for all actual payments to the vendors for operating expenses.

D. The term "Rent" shall include Additional Rent and all other amounts payable by Tenant pursuant to the terms of this Lease.

E. Intentionally omitted.

1.5. USE OF PREMISES. Tenant shall use the Premises for uses consistent with the use of the Center during the time on which the TLCCA owned the Premises.

1.6. ABSTRACT OF VARIABLE PROVISIONS AND STANDARD PROVISIONS. The previous provisions of this Article I will be referred to as the "**Abstract of Lease**" and the provisions of the remaining Articles of this Lease will be referred to as the "**Standard Provisions.**" Wherever in the Standard Provisions or elsewhere the parties, effective date, premises, rent, charges or other variable terms are defined or referred to, they shall be those identified in the Abstract of Lease above and the exhibits to this Lease. In the event of any conflict between the terms of the Abstract of Lease and the Standard Provisions, the terms of the Abstract of Lease shall supersede and prevail. The Standard Provisions may, however, add detail or clarification to the summary provisions described in the Abstract of Lease.

ARTICLE II - PREMISES

2.1. THE CENTER. The Premises is The Center as defined in Section 1.2. The purpose of the Site Plan attached is to show the general configuration of The Center and the approximate location of the Premises. The term "**The Center**" herein shall be deemed to mean the entire development owned by Landlord from time to time, including any and all existing and proposed structures (whether reflected on the Site Plan or hereafter incorporated in The Center during the term or any extension thereof), parking facilities, common facilities, and shown on the Site Plan as the same may from time to time be increased by the addition of other land, together with structures, personal property, fixtures and the like thereon which may from time to time be located on the Premises.

2.2. PREMISES. Landlord hereby leases to Tenant and Tenant accepts such Lease subject to the terms and conditions of this Lease.

2.3. COMMON AREA. Intentionally Omitted.

ARTICLE III - LEASE TERM AND POSSESSION OF PREMISES

3.1. TERM.

A. **INITIAL TERM.** The Term of this Lease shall be as set forth in Section 1.3 above. Notwithstanding the foregoing, this Lease and all of the obligations of Landlord and Tenant set forth herein are binding and shall be in full force and effect from and after the date of their mutual execution of this Lease, and this Lease shall not be deemed a contract to make a lease. Tenant shall be responsible for the actual payment of any and all utilities servicing the Premises from and after the date that Landlord delivers the Premises to Tenant as was customary prior to the transfer of ownership to Landlord.

B. EXTENDED TERM. Intentionally Omitted.

3.2. QUIET ENJOYMENT. Landlord agrees that, if the covenants and obligations of Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it reduce Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

3.3. SURRENDER OF PREMISES. Upon any termination of this Lease or termination of Tenant's right to possession of the Premises, whether by the termination of the TLCCCA, lapse of time, cancellation, forfeiture, or otherwise, Tenant shall immediately surrender possession of the Premises and all buildings and improvements on the same to Landlord in "broom clean" condition and good and tenantable repair, reasonable wear and tear and damage from fire or other casualty or peril excepted, and shall surrender all keys and any security codes for the Premises to Landlord and shall inform Landlord of all security codes, combinations of locks, safes and vaults, if any, in the Premises.

**ARTICLE IV - RENT AND
OTHER TENANT CONTRIBUTIONS**

4.1. MINIMUM RENT. See Section 1.4A.

4.2. TENANT'S SHARE OF COMMON AREA AND THE CENTER EXPENSES. Intentionally Omitted.

4.3. TAXES AND ASSESSMENTS ON TENANT'S PROPERTY. Intentionally Omitted.

4.4. UTILITIES CONSUMED ON THE PREMISES. Landlord at its option may control the provider of electrical service to the Premises. If permitted by Law, Landlord shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "**Alternate Service Provider**") or continue to contract for service from the present provider of electric service ("**Electric Service Provider**") through the City of Tallahassee. Tenant shall cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to The Center's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

Landlord shall in no way be liable or responsible for any loss, damage (direct, indirect or consequential), or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or relieve Tenant from any of its obligations under the Lease.

ARTICLE V – SECURITY

5.1. SECURITY DEPOSIT. Intentionally omitted.

5.2. SECURITY AGREEMENT. Intentionally omitted.

5.3. SECURITY IN ADDITION TO OTHER REMEDIES. Intentionally omitted.

ARTICLE VI - CONSTRUCTION, ALTERATIONS, MAINTENANCE AND REPAIRS

6.1. CONDITION OF THE PREMISES. Tenant hereby accepts the Premises “as is” without any representation, warranty or expectation as to the condition of the Premises. It is agreed that by accepting possession of the Premises, that the Premises are in good and satisfactory condition as of the time of the transfer from TLCCCA to FSU.

6.2. TENANT’S DUTY TO REPAIR. Tenant shall maintain in good repair the exterior walls and roof of the building in which the Premises is located, and sidewalks located in the Common Areas. Landlord may at its sole discretion arrange for a maintenance contract of all roof structures.

6.3. TENANT’S ALTERATIONS AND IMPROVEMENTS TO PREMISES. Tenant shall not make or cause to be made any alterations, additions or improvements to the building, in an amount in excess of \$ _____

6.4. Intentionally omitted.

6.5. Intentionally omitted.

All of Tenant’s work and installations shall be done in a first-class, workmanlike manner using qualified labor and high quality material and in compliance with all laws, rules, regulations and orders of all governmental authorities having jurisdiction thereof and free of liens and claims for liens. Tenant’s work shall be conducted so as not to interfere with other work in progress in the Premises or The Center or with other tenants’ business and, in the performance of Tenant’s work, Tenant shall engage and employ only such labor as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord or others in The Center, or any part thereof, including the Premises. At Landlord’s sole option, Tenant at its sole cost and expense, shall, in connection with the completion of its work, deliver a general contractor’s affidavit, copies of invoices, lien waivers from the general contractor and all subcontractors and supplies and a date down of Landlord’s title policy, insuring no construction related exceptions including, but not limited to mechanic’s liens, or lien exceptions resulting from work completed by or on behalf of Tenant.

Tenant shall, at Tenant’s own expense, promptly remove from the Premises and The Center area all trash and debris which may accumulate in connection with any Tenant work in the Premises.

6.6. Intentionally omitted.

6.7. TENANT’S DUTY TO REPAIR AND MAINTAIN PREMISES. Tenant shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof in a manner consistent with the maintenance performed by Tenant prior to the transfer of the Premises to the Landlord.

ARTICLE VII - USE OF PREMISES

7.1. TENANT’S USE OF THE PREMISES. Tenant shall use and occupy the Premises only for those permitted uses reflected in Section 1.5 of the Abstract of Lease and for no other purpose without Landlord’s prior written consent.

7.2. USE OF COMMON AREAS. Intentionally Omitted.

7.3. CONDUCT OF TENANT'S OPERATIONS.

A. At all times throughout the Term, and without limitation of Tenant's other obligations set forth in this Lease, Tenant shall:

- (1) comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal law, statute or local ordinance or regulation applicable to Tenant for its use, safety, cleanliness or occupation of the Premises including, but not limited to, the requirements of the Americans with Disabilities Act and requirements of any insurer of The Center or the Premises.
- (2) Give Landlord prompt written notice of any accident, fire damage or environmental condition occurring on or to the Premises or of any leaks, moisture buildup on or about the Premises.
- (3) Comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time, promulgated by Landlord, which Landlord in its sole discretion shall deem necessary in connection with the Premises, the building of which the Premises are a part, or The Center.
- (4) Tenant shall not commit or permit any waste upon the Premises nor shall Tenant perform any act or carry on any practice which may injure the Premises, any other space in The Center or any other tenant or occupant of The Center.
- (5) Tenant shall keep trash and refuse in covered trash receptacles. Tenant shall ensure that no trash, garbage and refuse accumulate.
- (6) Tenant shall not do, or suffer to be done, any act, matter or thing objectionable to the insurance providers whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date when Tenant receives possession hereunder.

7.4. RIGHTS RESERVED BY LANDLORD. All of the following rights are reserved by Landlord, each of which Landlord may (but without obligation to) exercise without notice or liability to Tenant. The exercise of such rights by Landlord shall not be deemed an eviction, disturbance or disruption of Tenant's use or possession of the Premises.

A. **EASEMENTS.** Landlord expressly reserves all rights in and with respect to the land hereby leased not inconsistent with Tenant's use of the Premises as provided in the Lease, including (without in any way limiting the generality of the foregoing) the rights of Landlord to establish common areas and grant parking easements to others and to enter upon the Premises and to grant, in Landlord's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

B. **INSPECTION, REPAIR AND INSTALLATION.** Landlord reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Tenant or for any other proper purposes. Landlord also reserves the right to install

or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

7.5. HAZARDOUS MATERIALS.

A. HAZARDOUS MATERIALS. Tenant shall comply with all environmental laws relating to Hazardous Materials (as hereinafter defined) affecting the Premises, The Center and the improvements thereon, and the business conducted thereon by Tenant, or any activity or condition on or in the Premises. As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, and which is stored, used, disposed of or released in violation of any law, rule, regulation or order of any local governmental authority, the state in which the Premises is located or the United States Government. Without limiting the generality of the foregoing, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or The Center by itself or its agents, employees, contractors or invitees without the prior written consent of Landlord. If the presence of any Hazardous Material on the Premises or The Center caused or permitted by Tenant results in any contamination of the Premises, The Center, and/or adjacent property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, The Center, and/or adjacent property to the condition existing prior to the introduction of any such Hazardous Material to the Premises, The Center, and/or adjacent property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions are in accordance with all applicable laws and governmental requirements and would not potentially have any material adverse long-term or short-term effect on the Premises, The Center, and/or adjacent property.

B. INSPECTION. Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the requirements of this Section 7.5. If Tenant is not in compliance with the requirements of this Section 7.5, Landlord shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any condition which is in violation of the terms of this Lease or caused by Tenant's failure to comply with the requirements of this Lease.

ARTICLE VIII - LIABILITY INSURANCE AND INDEMNIFICATION

8.1. ALLOCATION OF RISKS AND INSURANCE. The TLCCCA shall be responsible for continuing to obtain the following insurance on the Center:

A. OPERATION OF THE CENTER AND COMMON FACILITIES. *[NEED TO DETERMINE EXISTING COVERAGES]*

B. PREMISES AND THE CENTER. *[NEED TO DETERMINE EXISTING COVERAGES]*

C. PROPERTY OF TENANT. *[NEED TO DETERMINE EXISTING COVERAGES]*

D. OPERATIONS OF TENANT. *[NEED TO DETERMINE EXISTING COVERAGES]*

E. REQUIREMENTS OF ALL POLICIES. All insurance policies required of Tenant in this Lease shall name as insured Landlord and Tenant (and upon request, any other party named by Landlord) and shall contain an express waiver of any right of subrogation against Landlord and other named insured designated by Landlord. Tenant will further deposit the policy or policies of such insurance or certificates thereof (on Acord forms) with Landlord with evidence of payment of premium at all times commencing with the date of the transfer of the Center to Landlord. Each policy shall provide against cancellation without thirty (30) days prior written notice to the named insureds. The deductibles on all such insurance will be in

amounts acceptable to Landlord. Landlord shall be responsible for deductible amounts however Tenant will make the actual payment of all deductible amounts under all such insurance policies.

F. **FAILURE TO PROCURE INSURANCE.** In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the Term, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense upon Landlord request.

G. **WAIVER OF SUBROGATION.** Without limiting the generality of any other waivers of claims contained in this Lease, Landlord and Tenant hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, by Landlord or Tenant (as applicable) pursuant to this Article VIII, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. Nothing contained herein shall serve as a waiver for any deductible or self-insured risk.

8.2. WAIVER OF CLAIMS. Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage or injury to person and property or theft or loss of use of property and loss of business sustained by Tenant or any person claiming through Tenant resulting from any theft, fire, accident, occurrence, injury or condition in or upon the Premises or building of which they shall be a part, including, but not limited to, such claims for damage resulting from: (i) any defect in or failure of plumbing, heating or air-conditioning equipment, sprinkler, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain, sprinkler or any other pipe or tank in, upon or about such building or Premises; (iv) the backing up or overflow of any sewer pipe drain, retention pond, storm water drainage or downspout; (v) the escape of gas, steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings including their employees, licensees and invitees. In the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party hereto against the other with respect to such damage or destruction are waived, and all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

ARTICLE IX - LOSS, DESTRUCTION OR TAKING OF PREMISES OR THE CENTER

9.1. FIRE OR OTHER CASUALTY. Tenant shall give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises. Any and all insurance payouts by an insurance company for any casualty to the Property shall be paid to the Landlord.

9.2. CONDEMNATION. If a portion of The Center shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain, such exercise shall void the Lease in Landlord's sole and absolute discretion, in which event Landlord may cancel this Lease by notice to Tenant with sixty (60) days Notice.

**ARTICLE X - ASSIGNMENT,
SUBLETTING, MORTGAGING AND SUBORDINATION**

10.1. ASSIGNMENT AND SUBLETTING BY TENANT. The Tenant may enter into agreements with third parties for the operation of the Premises and the scheduling of events at the Center pursuant to past custom and usage of the Center. The Tenant may not assign or sublease its interest in this Lease to any other party without written consent from the Landlord upon its sole and absolute discretion.

ARTICLE XI - DEFAULT AND REMEDIES FOR DEFAULT

11.1. TENANT EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

A. The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

B. Failure of Tenant to pay when due any installment of Rent that may be required in the future or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for five (5) days after written notice and demand from Landlord.

C. Abandonment, vacation or misuse of the Premises by Tenant.

D. Tenant fails to observe or perform any of the covenants with respect to the Transfer of the Center from the Tenant to the Landlord.

E. Tenant's failure to perform any other covenant or condition of this Lease within twenty (20) days after written notice and demand from Landlord.

11.2. REMEDIES OF LANDLORD FOR DEFAULT BY TENANT. Upon the occurrence of an event of default, Landlord shall have the right, then or at anytime thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

A. Landlord by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Rent under this Lease immediately upon written notice to Tenant.

B. Landlord may enforce every provision of the Lease in accordance with its terms.

C. Intentionally omitted.

D. Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefor, to reenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action. Additionally, Landlord may with or without terminating the Lease relet the Premises as the agent for and in the name of the Tenant, at any rental readily acceptable, applying the proceeds first to reimburse Landlord for all costs of enforcement of this Lease including attorneys' fees and court costs, if any, second, to costs to re-rent the Premises including, but not limited to, tenant improvement costs and leasing commissions, third, to the payment of such Rent, if any as same comes due, and, fourth, toward the fulfillment of the other covenants

and agreements of Tenant herein contained. Tenant shall not be entitled to any residual amount remaining after payment of all of the foregoing sums. Tenant hereby agrees that if Landlord shall recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the Minimum Rent and Additional Rent, if any hereby provided, Tenant shall pay to Landlord any loss or difference of Minimum Rent and Additional Rent for the remainder of the Term.

E. Landlord, irrespective of the date on which its right of reentry shall have accrued or be exercised, shall have the right, whether for rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. Except to the extent required by applicable law, Landlord is under no affirmative duty to maximize the rent collected from any replacement tenant or otherwise mitigate Landlord's damages and Tenant waives any legal or equitable right or defense that Landlord mitigate its damages. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord shall be entitled to and may take immediate possession of the Premises, any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for any Rent then overdue or remaining under the Lease but shall, if permitted by the laws of Florida, operate to accelerate the entire balance of any annualized Rent and additional charges due over the entire lease Term, which shall become immediately due and payable by Tenant, along with all overdue Rent and charges, if any.

If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Minimum Rent and Additional Rent, if any for the period up to and including such Termination Date, as well as all other additional sums payable by Tenant or for which Tenant is liable under any of the provisions of this Lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the present value (using a discount rate of five percent (5%)) of the excess of the Minimum Rent and Additional Rent if any provided to be paid for the remainder of the Term over the fair market rental value of the Premises (determined at the date of termination of this Lease by Landlord in Landlord's reasonable discretion) after deduction of all anticipated expenses of reletting. In the alternative, Landlord shall have the right, at Landlord's option, from time to time, to recover from Tenant, and Tenant shall remain liable for all Minimum Rent, Additional Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due.

F. Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees all of which shall be deemed Additional Rent.

G. Landlord shall have the right to pursue any and all other rights and remedies available at law and in equity.

11.3. NON-WAIVER OF REMEDIES.

A. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejection, dispossession, eviction, quiet title, or otherwise, to secure possession of said Premises, nor the reentry by Landlord with or without the institution of such proceedings, nor the issuance of a writ of possession, nor the reletting or subletting of said Premises, operate

to relieve Tenant of its obligations for any amounts due hereunder, or operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

B. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any full or partial payments required hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord. Following any default by Tenant, Landlord may apply any payments then owing, or damages, cost and fees in the manner it chooses in its sole discretion.

C. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

11.4. DEFAULTS BY LANDLORD. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to Landlord and Landlord's failure to cure within ten (10) business days after receipt of such second written notice, at its option, incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof. In no event shall Tenant withhold, deduct or offset any expense or claim from the payment of Rent if any such payments are required under this Lease.

ARTICLE XII - GENERAL PROVISIONS

12.1. Intentionally omitted.

12.2. NO PARTNERSHIP OR JOINT VENTURE. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

12.3. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and assigns of said parties, subject to the provisions of Article X and except to the extent otherwise provided in this Lease, provided, however, that the liability of Landlord hereunder and any successor in interest and title to the Premises shall be limited to his or its interest in The Center, and no other assets of the Landlord other than his or its interest in The Center shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease.

12.4. NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless made in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, nationally-recognized overnight courier service or personal delivery to the address for each party provided in the Abstract of Lease. Tenant shall also deliver any notices sent to Landlord. Such addresses may be changed from time to time by either party by serving notices as above provided. While Tenant is in possession of the Premises, notices to the tenant may also be delivered or

forwarded by Certified Mail to the Premises. Notice shall be deemed given when delivered (or upon refusal of acceptance of delivery), if given by personal delivery, otherwise one (1) business day following delivery to a nationally-recognized overnight courier service or three (3) business days following deposit in the United States mail.

12.5. SCOPE AND INTERPRETATION OF THIS AGREEMENT.

A. ENTIRE AGREEMENT. This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease.

B. ARTICLE HEADINGS AND CAPTIONS. The headings or captions of Articles in this Lease are for convenience and reference only and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such Articles.

C. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Lease and whenever required by the context thereof, each number, either singular or plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant, as used in this Lease, or in any other instrument referred to in or made a part of this Lease, shall likewise include both singular and plural. All covenants herein contained on the part of Tenant shall be joint and several.

D. TIME OF ESSENCE. Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

E. IMPARTIAL CONSTRUCTION. The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

F. GOVERNING LAW. The laws of the State of Florida shall govern the validity and enforceability of this Lease. Venue shall be Leon County, Florida.

G. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. AMENDMENT. Oral agreements that modify or are in conflict with any of the terms of this Lease shall be without force and effect. All amendments must be in writing executed by the parties or their respective successors in interest.

I. TENANT'S CONFLICTS. Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise.

J. EXECUTION OF LEASE BY LANDLORD. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereby by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

K. **JURY WAIVER. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.**

L. INDEPENDENT COVENANTS. The covenants of Tenant are independent covenants, and Tenant shall not have the right to hold back, offset, or fail to pay any required amounts under this Lease for default by Landlord or any other reason whatsoever.

12.6. RADON GAS. Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.7. ATTORNEYS' FEES. In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Lease, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

12.8. LEASE NOT RECORDABLE. Under no circumstances shall this Lease be recorded.

12.9. Intentionally omitted.

12.10. NO WAIVER. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

12.11. COUNTERPARTS. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.12. EXHIBITS AND SCHEDULES. All exhibits and schedules attached to this Lease are hereby incorporated by reference.

[Remainder of this page has been intentionally left blank]

[Signature Page for the Lease Agreement]

A. *[NEED TO DETERMINE EXISTING COVERAGES]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

TALLAHASSEE-LEON COUNTY CIVIC
CENTER AUTHORITY

BY: _____

TITLE: _____

DATE: _____

LANDLORD:

FLORIDA STATE UNIVERSITY BOARD OF
TRUSTEES

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON,
STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOTS 21, 22, 23, 24, 25, 26, 27, 28, 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 61, PART OF LOTS 49, 60, 62, 58, 59 OF THE SOUTH HALF OF THE COUNTY QUARTER; LOTS 7, 8, 21, PART OF LOTS 22 AND 29 OF THE NORTH HALF OF THE COUNTY QUARTER, ALL IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A BRASS PIN MARKING THE INTERSECTION OF RIGHTS OF WAY OF COPELAND STREET AND ST. AUGUSTINE STREET IN THE SOUTH HALF OF THE QUARTER ADDITION OF THE CITY OF TALLAHASSEE, COUNTY OF LEON, STATE OF FLORIDA AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 00 SECONDS WEST, 230.44 FEET TO A POINT WHICH IS THE INTERSECTION OF CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND LAFAYETTE STREET, THENCE RUN NORTH 00 DEGREES 16 MINUTES 40 SECONDS WEST, 230.46 FEET TO A POINT WHICH IS THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY OF COPELAND STREET AND PENSACOLA STREET, THENCE LEAVING THE CENTERLINE OF COPELAND STREET RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1558.32 FEET ALONG THE CENTERLINE OF PENSACOLA STREET TO A POINT, THENCE LEAVING THE CENTERLINE OF PENSACOLA STREET RUN SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST 125.30 FEET ALONG THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 496.46 FEET, AND A CENTRAL ANGLE OF 20 DEGREES 15 MINUTES 03 SECONDS THENCE, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE 175.47 FEET TO A POINT OF REVERSE CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 312.28 FEET AND A CENTRAL ANGLE OF 20 DEGREES 14 MINUTES 23 SECONDS FOR AN ARC DISTANCE OF 110.31 FEET TO A CONCRETE MONUMENT MARKING THE END OF SAID CURVE, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 00 SECONDS EAST 321.15 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE WESTERLY, RIGHT OF WAY OF BOULEVARD STREET WITH THE NORTHERLY RIGHT OF WAY OF MADISON STREET, THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BOULEVARD STREET RUN SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY OF MADISON STREET 862.58 FEET TO A NAIL AND CAP MARKING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MADISON STREET AND THE NORTHERLY RIGHT OF WAY LINE OF ST. AUGUSTINE ROAD (RELOCATED) SAID POINT ALSO BEING THE BEGINNING OF A CARVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 433.97 FEET AND A CENTRAL ANGLE OF 35 DEGREES 49 MINUTES 53 SECONDS THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 271.39 FEET TO A CONCRETE MONUMENT, THENCE RUN NORTH 54 DEGREES 13 MINUTES 07 SECONDS WEST 53.58 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF ST AUGUSTINE STREET (RELOCATED) SAID CONCRETE MONUMENT ALSO MARKING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 54 DEGREES 25 MINUTES 21 SECONDS, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 142.48 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE EASTERLY RIGHT OF WAY OF THE NEW RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET TO A CONCRETE MONUMENT MARKING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 229.17 FEET AND A CENTRAL ANGLE 56 DEGREES 04 MINUTES 06 SECONDS, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 224.26 FEET TO A CONCRETE MONUMENT LYING ON THE EASTERLY RIGHT OF WAY OF RAILROAD AVENUE (EXTENDED), THENCE RUN NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET TO A CONCRETE MONUMENT MARKING THE

BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 33 DEGREES 30 MINUTES 00 SECONDS, THENCE RUN ALONG THE ARC OF SAID CURVE 17.54 FEET TO A CONCRETE MONUMENT MARKING THE END OF CURVE AND LYING ON THE SOUTHERLY RIGHT OF WAY OF PENSACOLA STREET, THENCE RUN NORTH 89 DEGREES 46 MINUTES 20 SECONDS EAST 1015.34 FEET TO A CONCRETE MONUMENT WHICH IS ALSO THE POINT OF BEGINNING.

THE PARCEL CONTAINS 19.32 ACRES MORE OR LESS AND LIES IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

LESS AND EXCEPT:

MACOMB STREET IMPROVEMENTS

RIGHT-OF-WAY ACQUISITION

ACQUISITION 128

A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 799, PAGE 43 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND STREET-CENTER MONUMENT NO. 880 AT THE INTERSECTION OF THE STREET-CENTER LINE OF COPELAND STREET WITH THE STREET-CENTER LINE OF PENSACOLA STREET, SAID MONUMENT BEING A BRASS PIN IN CONCRETE; THENCE ALONG THE STREET-CENTER LINE OF PENSACOLA STREET, (SAID STREET-CENTER LINE BEING DEFINED BY THE AFOREMENTIONED MONUMENT NO. 880 AND A FOUND TERRA-COTTA MONUMENT WITH BRASS PIN MARKING THE STREET-CENTER LINE AT THE INTERSECTION OF PENSACOLA STREET AND MARTIN LUTHER KING BOULEVARD - STREET CENTER MONUMENT NO. 881); THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS EAST, ALONG SAID STREET-CENTER LINE, A DISTANCE OF 498.85 FEET; THENCE, LEAVING SAID STREET-CENTER LINE, SOUTH 00 DEGREES 09 MINUTES 43 SECONDS EAST 51.62 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID PENSACOLA STREET AT THE INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 323.91 FEET, FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE SOUTHWESTERLY ALONG SAID CURVE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 24 SECONDS FOR AN ARC DISTANCE OF 164.08 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 26 DEGREES 54 MINUTES 50 SECONDS WEST 162.33 FEET); THENCE SOUTH 10 DEGREES 16 MINUTES 36 SECONDS WEST 50.01 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 52 SECONDS WEST 322.77 FEET TO A POINT OF CUSP OF A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 150.00 FEET, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF RAILROAD AVENUE, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 43 SECONDS FOR A DISTANCE OF 52.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES 58 MINUTES 33 SECONDS WEST 52.60 FEET); THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF SAID RAILROAD AVENUE AS FOLLOWS: NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST 268.04 FEET (NORTH 00 DEGREES 12 MINUTES 14 SECONDS EAST 268.04 FEET-DEED) TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 229.17 FEET; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 04 MINUTES 06 SECONDS FOR A DISTANCE OF 224.26 FEET TO A POINT OF TANGENCY, THENCE NORTH 56 DEGREES 11 MINUTES 25 SECONDS EAST (NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST-OFFICIAL RECORD BOOK 799, PAGE 43 OF SAID PUBLIC RECORDS-SEE NOTE BELOW) 11.38 FEET TO THE POINT OF BEGINNING; CONTAINING 10,808 SQUARE FEET (0.248 OF AN ACRE) MORE OR LESS AND LYING IN SECTION 36. TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA.

NOTE:

THE DEED BEARING AND DISTANCE OF NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 44.40 FEET MAY HAVE BEEN REVISED TO READ NORTH 56 DEGREES 16 MINUTES 20 SECONDS EAST 41.36 FEET AS PER THE BOUNDARY SURVEY BY WAYNE COLONY FOR THE TALLAHASSEE HOUSING AND COMMUNITY DEVELOPMENT AGENCY DATED APRIL 1976 - PROJECT NO. 01-10-1408 IN THE CITY RECORDS. THIS REVISION MAY NOT HAVE BEEN RECORDED. THE CALCULATION FOR THIS DESCRIPTION YIELDS - DISTANCE 41.44 FEET.

EXHIBIT B
SITE SURVEY



Kenneth Schult
Vice President

SunTrust Bank
76 S. Laura St
Jacksonville, FL 32202
Tel 904.632.2976
Fax 904.632.2874
Kenneth.schult@suntrust.com

May 29, 2012

Carolyn Egan, Esq.
Interim General Counsel
The Florida State University
222 S. Copeland Street Suite 424
Tallahassee, Florida 32306

Re: Loan # 0050481694-109 (Tallahassee Leon County Civic Center)

Below is the current Principal and Interest pay off on the above referenced Commercial Loan as of today May 29, 2102.

Principal	\$1,220,000.00 as of May 29, 2012
Interest	\$3,120.40
Total	\$1,223,120.40 as of May 29, 2012
Per Diem	\$126.70208

Please be advised that this facility is a revolving line of credit subject to daily borrowings and pay downs. The facility currently has Maturity Date of June 30, 2012.

Please let me know if you require additional information on this loan, you may contact me at 904-632-2976.

Sincerely,

Kenneth Schult
Vice President



Kenneth Schult
Vice President

SunTrust Bank
76 S. Laura St
Jacksonville, FL 32202
Tel 904.632.2976
Fax 904.632.2874
Kenneth.schult@suntrust.com

May 29, 2012

Carolyn Egan, Esq.
Interim General Counsel
The Florida State University
222 S. Copeland Street Suite 424
Tallahassee, Florida 32306

Re: Loan # 0050481694-83 (Tallahassee Leon County Civic Center)

Below is the current Principal and Interest pay off on the above referenced Commercial Loan as of today May 29, 2102.

Principal	\$4,467,441.00 as of May 29, 2012
Interest	\$6,377.56
Total	\$4,473,818.56 as of May 29, 2012
Per Diem	\$227.71074

Please be advised that this facility is the current amount due on the Tallahassee Leon County Civic Center Authority Capital Improvement Revenue Bonds Series 1998A dated September 9, 2009. The facility currently requires quarterly principal payments with the next schedule payment of \$57,365.00 due on August 1, 2012 and has Maturity Date of May 1, 2023.

Please let me know if you require additional information on this loan, you may contact me at 904-632-2976.

Sincerely,

Kenneth Schult
Vice President

**TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY
Tallahassee, Florida**

**FINANCIAL STATEMENTS
AND SUPPLEMENTAL FINANCIAL INFORMATION
AND INDEPENDENT AUDITORS' REPORT THEREON
FOR THE YEARS ENDED SEPTEMBER 30, 2010 and 2009**

**TCBA WATSON RICE LLP
CERTIFIED PUBLIC ACCOUNTANTS
And
Advisors**

TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY
FISCAL YEAR ENDED SEPTEMBER 30, 2010

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Members of the Tallahassee-Leon County Civic Center Authority
Of Tallahassee, Florida

We have audited the statements of net assets of the Tallahassee Leon County Civic Center Authority ("the Authority"), as of September 30, 2010 and 2009, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Authority's Management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audits, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2010 and 2009, and the results of its operations, changes in its net assets, and its cash flows, for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated July 12, 2011 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

The management's discussion and analysis and required supplementary information on pages 2 through 6 and page 21, respectively, are not a required part of the basic financial statements, but are supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consists principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

Tallahassee, Florida
July 12, 2011

TCBA Watson Rice LLP

Tallahassee-Leon County Civic Center Authority

Management's Discussion and Analysis

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Tallahassee-Leon County Civic Center Authority's (the Authority) discussion and analysis is designed to provide an overview of financial activity, identify changes in financial position, and assist the reader in focusing on significant financial issues.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes, and currently know facts, it should be read in conjunction with the Authority's financial statements.

HIGHLIGHTS

-Total assets increased by \$3,089,353 from 2009 to 2010 and decreased by \$1,388,177 from 2008 to 2009

-Capital assets net of depreciation and amortization decreased by \$1,384,134 from 2009 to 2010 and decreased by \$696,259 from 2008 to 2009.

-Net assets increased by \$2,561,246 from 2009 to 2010 and increased by \$254,349 from 2008 to 2009.

In financial terms, the 2009-2010 fiscal year, disregarding depreciation and amortization, was a profitable one for the Authority. This resulted primarily from the amount received from the State for the pay down of the bond loan.

USING THE ANNUAL REPORT

This annual report consists of three parts – management's discussion and analysis, the basic financial statements, and an optional section that presents supplementary information. The supplementary information includes schedules of operating expenses. The basic financial statements present the financial position, results of operations, and cash flows of the Authority. The Authority operates and maintains a facility for the use and enjoyment of the citizens in the Tallahassee area. Its activity is accounted for as a proprietary type enterprise fund because it charges fees to provide its services similar to a business enterprise.

The Statement of Net Assets includes all of the Authority's assets and liabilities. The net assets are the difference between the Authority's assets and liabilities. The Statement of Revenues, Expenses, and Changes in Net Assets include all of the Authority's revenues and expenses regardless of when the cash is received or paid. The change in net assets is one way to measure the Authority's financial health or position. A Statement of Cash Flows provides additional information regarding the change in the Authority's cash position.

Tallahassee-Leon County Civic Center Authority Management's Discussion and Analysis

The following table reflects the condensed Statements of Net Assets.

	2010	2009	Net Change	2008	Net Change
Assets					
Current and other assets	\$ 5,940,239	\$ 1,466,752	\$ 4,473,487	\$ 2,158,679	\$ (691,927)
Capital assets, net	28,499,142	29,883,276	(1,384,134)	30,579,535	(696,259)
Total Assets	\$34,439,381	\$31,350,028	\$3,089,353	\$32,738,205	\$1,388,186
Liabilities					
Current Liabilities	\$ 3,891,366	\$ 3,164,614	\$ 726,756	\$ 2,567,479	\$ 597,135
Non Current Liabilities	9,328,844	9,527,489	(198,645)	11,767,150	(2,239,661)
Total Liabilities	13,220,210	12,692,103	528,107	14,334,629	(1,642,526)
Net assets					
Invested in capital assets, Net of related debt	19,201,142	20,125,276	(924,134)	18,509,535	1,615,741
Restricted	4,752,529	252,000	4,500,529	745,298	(493,298)
Unrestricted	(2,734,500)	(1,719,351)	(1,015,149)	(851,257)	(868,094)
Total net assets	21,219,171	18,657,925	2,563,367	18,403,576	254,349
Total liabilities and net assets					
Net assets	\$ 34,439,381	\$ 31,350,028	\$ 3,089,353	\$ 32,738,205	\$ (1,388,177)

For more detailed information, see accompanying Statements of Net Assets.

Total assets increased by \$3,089,353 during the fiscal year ended September 30, 2010. This increase was due primarily to an award from the Florida Legislature in the amount of \$4.5 million to be used to reduce the Series 1998A Capital Improvement Revenue Bonds. As of September 30, 2010, the cash was held with the Authority. The Authority completed the bond reduction in October 2010. In addition, depreciation on capital assets was taken. Accumulated depreciation for all capital assets through September 30, 2010 is \$33,783,949, and \$32,273,086 through September 30, 2009 which includes current year depreciation expense of \$1,517,799 and \$1,498,813, respectively.

Tallahassee-Leon County Civic Center Authority

Management's Discussion and Analysis

CONDENSED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

The following schedule compares the revenues and expenses for the current and previous fiscal year.

	2010	2009	Net Change	2008	Net Change
Operating revenues	\$ 6,755,615	\$ 7,555,319	\$ (799,704)	\$ 7,845,949	\$ (290,630)
Operating expenses	8,023,679	8,539,843	516,164	8,257,585	282,258
Net Operating Expenses	(1,268,064)	(984,524)	(283,540)	(411,636)	(572,888)
Non-operating revenues	1,237	5,951	(4,714)	28,728	(22,777)
Non-operating expenses	(525,937)	(446,530)	79,407	(734,273)	(287,743)
Net non-operating expenses	(524,700)	(440,579)	(84,121)	(705,545)	(264,966)
Capital Contributions	4,586,499	1,679,453	2,907,046	60,000	1,619,453
Change in net assets	2,793,735	254,349	2,539,386	(1,057,181)	1,311,530
Net assets beginning	18,425,436	18,403,576	21,860	19,460,757	(1,057,181)
Net assets, ending	\$ 21,219,171	\$ 18,657,925	\$ 2,561,246	\$ 18,403,576	\$ 254,349

For more detailed information, see the accompanying Statements of Revenues, Expenses, and Changes in Net Assets.

Operating revenues decreased by 10.5% or \$799,704 from 2009 to 2010 and 4% or \$290,630 from 2008 to 2009. The decrease is due to decreased revenue generated from parking, concessions, promotions and restaurant sales due in part to the FSU Basketball attendance being down. In addition, catering, suite and club lease revenues have decreased as a result of the poor economic conditions.

Operating expenses decreased by 6% or \$516,164 from 2009 to 2010 and increased by 3% or \$282,258 from 2008 to 2009. The decrease is primarily due to full-time and part-time labor due to decreased events, utilities and an overall cut back on overhead expenses.

Non-operating revenues decreased \$4,714 from 2009 to 2010 and by \$22,777 from 2008 to 2009. This is indicative to the current amount of interest earned on investment accounts.

Non-operating expenses increased by \$79,407 from 2009 to 2010 and decreased by \$293,694 from 2008 to 2009, which was primarily the result of less interest due on decreased principle of long-term debt.

The overall results were a \$2,793,735 increase in net assets and a \$254,349 increase in net assets for fiscal years 2010 and 2009, respectively.

Tallahassee-Leon County Civic Center Authority

Management's Discussion and Analysis

CAPITAL ASSETS

At September 30, 2010, the Authority has approximately \$28,499,142 invested in capital assets (net of depreciation). This amount represents a net decrease (including additions and deductions) of \$1,384,134 from the fiscal year 2009 total. At September 30, 2009, the Authority had approximately \$29,883,276 invested in capital assets (net of depreciation). This amount represents a net decrease (including additions and deductions) of \$693,259 from the fiscal year 2008 total, which is primarily due to current year depreciation expense and the suite renovations.

A listing of capital assets by major category for the current and prior two years follows:

	2010	2009	2008
Land	\$ 3,336,602	\$ 3,336,602	\$ 3,336,603
Building	49,894,936	49,894,936	49,620,140
Paving & landscaping	486,370	486,369	486,369
Furniture, fixtures and equipment	7,087,747	6,952,018	6,258,237
Construction in progress	1,125,629	1,125,629	1,115,972
Other	360,807	360,807	356,487
Total prior to depreciation	62,283,091	62,156,362	61,173,807
Accumulated depreciation	(33,783,949)	(32,273,086)	(30,594,273)
Net capital assets	\$ 28,499,142	\$ 29,883,276	\$ 30,579,535

During the 2008-2010 fiscal years, the Authority capitalized as construction-in-progress additional expenses related to the proposed construction of a parking garage in connection with development of a hotel on the Authority's property. The Authority additionally capitalized as capital assets expenses related to renovations of the luxury suites.

Additional information relative to capital assets is included in Note 6, page 15.

DEBT

At September 30, 2010, the Authority had \$9,298,000 in revenue bonds outstanding; net of unamortized issuance costs and discounts, versus \$9,758,000, at September 30, 2009, a decrease of \$460,000 due to repayment of principal.

	2010	2009	Net Change	2008	Net Change
Revenue bonds, Series 1998A	\$9,298,000	\$9,758,000	\$(460,000)	\$12,070,000	\$(2,312,000)
Total	\$9,298,000	\$9,758,000	\$(460,000)	\$12,070,000	\$(2,312,000)

Additional information relative to debt can be found in Note 7, page 17.

Tallahassee-Leon County Civic Center Authority

Management's Discussion and Analysis

FUTURE FINANCIAL FACTORS

The Tallahassee-Leon County Civic Center Authority is an independent special district. A thirteen person Authority Board governs the Authority. The Authority has no taxing authority and receives no guaranteed funding from the State, City, County or any other entity. The City and County have both agreed to fund future operating deficits up to a maximum of \$125,000 each for a period of forty years.

The Authority has seen a decrease in attendance for all events, including FSU Basketball due to the poor economy. The Authority is being pro-active in keeping expenses down in the current year to not have a loss with the current economic situation.

In the current Fiscal Year, the Authority has taken steps to control expenses with the down economy. They have closed the Spotlight Grille during lunch hours as revenues are way down in this area. They have negotiated lower pricing with vendors and have not filled open fulltime positions. The Authority is expecting revenues to increase as the economy recovers for the end of the current fiscal year.

Tallahassee Leon County Civic Center Authority

Statement of Net Assets

September 30, 2010 and 2009

	2010	2009
Current assets		
Cash and cash equivalents	\$ 113,702	\$ -
Accounts receivable, net	482,129	490,828
Inventories	125,150	136,641
Prepaid expenses and other assets	151,564	254,620
Unamortized finance charges	221,638	239,136
Total current assets	1,094,183	1,121,225
Long term receivable	93,527	93,527
Restricted assets		
Restricted for debt service	4,500,529	-
Investment with fiscal agent	252,000	252,000
Total restricted assets	4,752,529	252,000
Capital assets, net	28,499,142	29,883,276
Total assets	\$ 34,439,381	\$ 31,350,028
 Liabilities and net assets		
Current liabilities		
Accounts payable and accrued liabilities	\$ 998,097	\$ 591,805
Interest payable	15,000	-
Accrued salaries and employee benefit	134,320	109,217
Deposits	557,517	525,497
Deferred revenue	560,968	570,095
Bonds payable- current portion	533,400	460,000
Line of credit	1,445,000	908,000
Total current liabilities	4,244,302	3,164,614
Non-current liabilities		
Compensated absence	211,308	229,489
Bonds payable	8,764,600	9,298,000
Total non-current liabilities	8,975,908	9,527,489
Total liabilities	13,220,210	12,692,103
 Net assets		
Invested in capital assets, net of related debt	19,201,142	20,125,276
Restricted	4,752,529	252,000
Unrestricted	(2,734,500)	(1,719,351)
Total net assets	21,219,171	18,657,925
Total liabilities and net assets	\$ 34,439,381	\$ 31,350,028

Tallahassee Leon County Civic Center Authority
Statement of Revenues, Expenses and Change in Net Assets
September 30, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Operating revenues:		
Suites and Club Seats	\$ 1,050,839	\$ 1,283,667
Amount Billed to Promoters and Others	1,362,210	1,511,150
Catering	1,087,658	1,186,157
Catering Beverage	64,710	133,982
Rental	600,185	686,064
Concessions	822,852	755,752
Parking	345,153	391,021
Service and Handling Charges	338,760	475,467
Lease, Board and Regents	250,000	250,000
Advertising and Commissions	383,209	400,478
Novelty Sales	80,951	91,557
Restaurant	101,983	143,482
Promotions	239,041	177,126
Other	<u>28,064</u>	<u>69,416</u>
Total operating revenue	<u>6,755,615</u>	<u>7,555,319</u>
Operating Expenses:		
Cost of sales	5,380,311	5,870,500
General and administrative	<u>1,125,569</u>	<u>1,170,530</u>
Operating Expenses before depreciation	6,505,880	7,041,030
Depreciation and Amortization	<u>1,517,799</u>	<u>1,498,813</u>
Total Operating Expenses	<u>8,023,679</u>	<u>8,539,843</u>
Operating (loss)	<u>(1,268,064)</u>	<u>(984,524)</u>
Non-Operating (income) expenses:		
Interest Expense	418,208	267,071
Letter of Credit/Bond Fees	34,408	159,431
Interest revenue	(1,237)	(5,951)
Allocation to Authority	<u>73,321</u>	<u>20,028</u>
Total non-operating expenses	<u>524,700</u>	<u>440,579</u>
(Loss) before capital contributions	<u>(1,792,764)</u>	<u>(1,425,103)</u>
Capital Contributions	<u>4,586,499</u>	<u>1,679,453</u>
Change in net assets	2,793,735	254,349
Net Assets, Beginning	<u>18,425,436</u>	<u>18,403,576</u>
Net Assets, End of year	<u>\$ 21,219,171</u>	<u>\$ 18,657,925</u>

Tallahassee Leon County Civic Center Authority
Statements of Cash Flows
For the Years Ended September 30, 2010 and 2009

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customer and other sources	\$ 6,788,837	\$ 7,520,837
Cash paid to vendors and suppliers	(2,855,575)	(3,315,624)
Cash paid to employees for services	(3,491,249)	(3,556,215)
Net cash provided by operating activities	442,013	648,998
CASH FLOWS FROM NON- CAPITAL FINANCING ACTIVITIES		
Line of credit proceeds	537,000	756,000
Interest paid	(33,958)	(5,302)
Net cash provided by non-capital financing activities	503,042	750,698
CASH FLOWS FROM CAPITAL AND FINANCING ACTIVITIES		
Purchases of capital assets	(54,901)	(982,554)
Interest paid	(369,250)	(220,612)
Letter of Credit/bond fees	(34,408)	(150,598)
Repayment of bond principal	(460,000)	(2,312,000)
Capital contributions	4,586,499	1,679,453
Net cash provided by (used in) capital and financing activities	3,667,940	(1,986,311)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest received	1,237	5,951
Purchase of investments with fiscal agent	-	493,298
Purchase of other investment	-	9,169
Net cash provided by investing activities	1,237	508,418
Net (decrease) increase in cash and cash equivalents	4,614,232	(78,198)
Cash and cash equivalents at beginning of year	-	78,198
Cash and cash equivalents at end of year	\$ 4,614,232	\$ -
Presented as		
Unrestricted cash and cash equivalents	\$ 113,703	\$ -
Cash and cash equivalents restricted for debt service	4,500,529	-
Total Cash and cash equivalents at year end	\$ 4,614,232	\$ -
Reconciliation of Operating Income to Net Cash Used in Operating Activities		
Operating loss	\$ (1,268,064)	\$ (984,524)
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	1,517,799	1,498,813
Changes in assets and liabilities:		
Decrease in accounts receivable	8,699	137,395
Decrease (increase) in inventories	11,491	(14,711)
Decrease in prepaid expenses and other assets	104,687	57,394
Increase in accounts payable & accrued liabilities	37,586	69,945
Increase (decrease) in deposits	32,020	(75,654)
Increase in accrued salaries and employee benefits	25,103	34,225
(Decrease) in deferred revenue	(9,127)	(96,223)
Increase (decrease) in compensated absences	(18,181)	22,339
Net cash provided by operating activities	\$ 442,013	\$ 648,998

See accompanying notes to the financial statements

NOTE 1 – ORGANIZATION AND PURPOSE

The Tallahassee-Leon County Civic Center Authority (the "Authority") is an independent special district created by Chapter 72-605, Laws of Florida, on April 18, 1972, as amended in Chapter 70502, Laws of Florida. The Authority was organized for the purpose of planning, developing, operating, and maintaining a comprehensive complex of civic, governmental, and educational, recreational, convention, and entertainment facilities for the use and enjoyment of the citizens of the Tallahassee area.

Contributions of approximately \$33,000,000 in cash, in-kind services, and property from the City of Tallahassee ("the City"), Leon County ("the County"), Florida State University ("FSU"), Florida Agricultural and Mechanical University ("FAMU"), a United States Department of Commerce Federal Local Public Works Grant, and the State of Florida General Revenue Fund were utilized to purchase land, construct the building, and purchase equipment. Construction of the facility was substantially completed in August 1981. The Authority has been in operation since September 1981 and functions as a self-supporting enterprise fund from charges for services.

The City and County have also signed an agreement with the Authority to assume the payment of any annual operating expenses in excess of operating revenues, before depreciation expense, for a forty (40) year period up to a maximum amount of \$125,000 each or \$250,000 total per year. A reimbursement has been requested for the year ended September 30, 2010. No reimbursement was due the Authority for the years ended September 30, 2009 and 2008.

During the year ended September 30, 2004, a legislative enactment or bill was approved to provide local authority and management services of the Authority to FSU. The Authority's board of directors consists of a thirteen-member board composed of seven members appointed by the President of FSU, one of which is elected chair, two members appointed by the President of FAMU, two members appointed by the Mayor of the City, and two members appointed by the Chair of the Leon County Board of County Commissioners. All members serve staggered 4-year terms.

NOTE 2 –REPORTING ENTITY

In defining the Authority for financial reporting purposes, management has applied the requirements of Governmental Accounting Standards Board Statement (GASB) No. 14, as amended by GASB No. 39. This statement establishes the basis for the reporting entity and whether it is considered a component unit of another entity and whether other entities are component units. The Authority would be a component unit of another unit of another entity if it were financially accountable to that unit. Financial accountability occurs when an entity appoints a voting majority of the board of the potential component unit and (1) is able to impose its will on the potential component unit and/or (2) is in a relationship of financial benefit or burden with the potential component unit. An entity would also be considered financially accountable if the potential component unit is fiscally dependent, regardless of whether the entity appoints the voting majority of the potential component unit's board. Additionally, the Authority must consider those potential component units for which exclusion from their financial statements would cause the governmental entity's financial statements to be misleading.

NOTE 2 –REPORTING ENTITY (Continued)

Based on the application of these criteria, the following is a brief review of each potential component unit addressed in defining the Authority's reporting entity.

As described in Note 1, during the year-ended September 30, 2004, through legislative enactment or bill, FSU was granted majority voting rights as the President of FSU can appoint seven of the thirteen board members. However, as further discussed below, FSU is only considered a related organization and is not financially accountable for the Authority even though it appoints a voting majority of the Authority's governing board.

The City, the County, FAMU, and FSU are not financially accountable for the Authority. The City, the County, FAMU and FSU do not participate in the designation of management of the Authority. The City, the County, FAMU, and FSU do not have the ability to significantly influence operations and are not involved in any daily activities of the Authority. The City, the County, FAMU, and FSU do not approve or disapprove the Authority's budget, and do not participate in preparing or reviewing the budget. Debt issued by the Authority is payable solely from operating revenues. There are no significant financing arrangements between the Authority and the City, the County, FAMU or FSU except as described in Note 1 and Note 7. The City, the County, FAMU, and FSU do not exercise any control over collecting revenues, or disbursing of funds for the Authority. They do not participate in establishing fees and charges or in contract negotiations. Based on the above analysis, the Authority is considered to be a separate reporting entity.

The Authority applied these same criteria to determine if any other entity should be a component unit of the Authority. Based on a review of the criteria, no other entities are considered to be component units of the Authority.

NOTE 3 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

On October 1, 2002, the Authority adopted the provisions of Statement No. 34 ("Statement 34") of the Governmental Accounting Standards Board "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, "as amended by Statement No. 37. These Statements established standards for external financial reporting for all state and local governmental entities in the United States, which include a statement of net assets, a statement of revenues, expenses and change in net assets and a statement of cash flows.

It requires the classification of net assets into three components – invested in capital assets, net of related debt; restricted, and unrestricted. These classifications are defined as follows:

- Invested in capital assets, net of related debt – This component of net assets consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net assets component as the unspent proceeds.

NOTE 3 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

-Restricted – This component of net assets consists of constraints placed on net assets through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by laws through constitutional provision or enabling legislation.

-Unrestricted – This component of net assets consists of net assets that do not meet the definition of “restricted” or “invested in capital assets, net of related debt.”

Basis of Presentation

The financial statements are presented as a proprietary type enterprise fund where the intent of the governing body is that the cost of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

Basis of Accounting

The Authority’s funds are accounted for on the flow of economic resources measurement focus using the accrual basis of accounting. Revenues are recognized when they are earned, and expenses are recognized when incurred. The Authority distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing goods and services in connection with ongoing operations. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Under Governmental Accounting Standards Board (GASB) Statement No. 20, Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that use Proprietary Fund Accounting, proprietary funds have the option to elect to apply all pronouncements of the Financial Accounting Standards Board (FASB) issued after November 30, 1989. The Authority has elected not to apply Financial Accounting Standards Board (FASB) pronouncements issued after November 30, 1989. As also provided by GASB, the Authority has elected not to adopt any FASB statements issued after November 30, 1989, unless so directed by GASB.

Accounts Receivable

The Authority’s accounts receivable include trade receivables as well as contract receivables for annual lease payments on suites. The Authority uses the allowance for bad debt method of valuing doubtful accounts receivable, which is based on historical experience, coupled with a review of the current status of existing receivables. The allowance was \$130,654 and \$119,015 as of September 30, 2010 and 2009, respectively.

Cash and Cash Equivalents

The Authority’s cash and cash equivalents are considered to be cash on hand, demand deposits, deposits in the State of Florida Local Government Surplus Funds Trust Fund administered by the Florida State Board of Administration (SBA) and short-term, highly liquid investments with original maturities of three months or less from the date of acquisition.

NOTE 3 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventories and Prepaid Items

Inventories consist of items held for resale through catering, concessions and vending machines and for items held as supplies. Inventories are valued at cost using the first in, first out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Capital Assets

Property, plant and equipment are recorded at cost when purchased or at fair value when donated. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful lives are not capitalized. The Authority capitalizes all assets with costs greater than \$1,000. Capital assets are depreciated using the straight-line method over the estimated useful lives of the assets. Estimated useful lives range from 3 to 40 years.

Interest incurred during the construction phase of fixed assets is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

Compensated Absences

It is the Authority's policy to permit full-time employees to accumulate a limited amount of earned but unused vacation benefits which will be paid to employees upon separation. Unused vacation is accrued in the period earned. No liability is reported for unpaid accumulated sick leave.

Deferred Revenue

Deferred revenue represents suite and club seat contracts, advanced ticket sales, permit parking receipts, and video screen advertising contracts. Revenue is recognized as services are rendered, net of allowances and discounts.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions based on analytical methods that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

NOTE 4 – CASH AND CASH EQUIVALENTS

Cash deposits consisted of interest bearing and non-interest bearing demand accounts which are entirely insured by the Federal Depository Insurance Corporation or by collateral pursuant to The Florida Security for Public Deposits Act (the Act). The Act establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, Authority deposits in qualified public depositories are totally insured.

The Authority also invests in the Local Government Surplus Funds Trust Fund (Florida Prime) and Fund B Surplus Trust Funds (Fund B) administered by the Florida State Board of Administration (SBA). The Florida Prime and Fund B are governed by Chapter 19-7, Florida Administrative Code, which identifies the rules of the SBA. These rules provide guidance and establish the general operating procedures for the administration of the the funds. Additionally, the Florida Auditor General performs the operational audit of the activities and investments of the SBA.

Funds the Authority placed with the SBA for participation in the Florida Prime investment pool represent an interest in the pool rather than ownership of specific securities. Since the Authority does not own specific investments, but an interest in the pool, the market value of the investments is not reported to the Authority by the SBA. Accordingly, the Authority's investments in the Florida Prime investment pool are reported at amortized cost. Fund B is reported at fair value, determined by the fair value per share of the pool's underlying portfolio. Investment pools managed by other governments cannot be categorized by credit risk because the Authority's investments are not evidenced by specific, identifiable investment securities. Deposits at September 30, 2010 and 2009, in the SBA investment pools totaled \$399,349 and \$326,599, respectively, and are included in cash and cash equivalents. Florida PRIME is \$397,913 and Fund B is \$1,436 of which \$1,015 is available for participants.

NOTE 5 – INVESTMENTS

Management has adopted an investment policy which authorizes the Authority to invest in deposits through qualified public depositories of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280, Florida Statutes; and repurchase and reverse repurchase agreements negotiated only with firms approved by the Finance Committee.

Qualified Depository

Investments held at the qualified depository were issued pursuant to the series 1998 Bond Issue whereby, the Authority entered into an agreement with Sun Trust Bank, as Trustee. During FY 2007, the bonds and corresponding investment accounts were acquired by USbank. In FY 2009, the bonds were converted to a bank qualified tax-exempt loan on September 7, 2009. (See Note 7).

Interest Rate Risk

The Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair market value losses arising from increasing interest rates.

NOTE 5 – INVESTMENTS (Continued)

Credit Risk

Authorized investment types are set forth in Section 17.57, Florida Statutes, and include certificate of deposit, direct obligations of the United States Treasury, obligations of Federal agencies, asset-backed or mortgage-backed securities, commercial paper, bankers' acceptances, medium-term corporate obligations, repurchase agreements, commingled and mutual funds, negotiable certificates of deposits, and subject to certain rating conditions, foreign bonds denominated in the U.S. dollars and registered with the Securities and Exchange Commission for sale in the U.S. and convertible debt obligations of any corporation domiciled in the U.S. The Authority has no formal investment policy that would further limit these investment choices.

NOTE 6 – CAPITAL ASSETS

The following is a summary of capital assets:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets not being depreciated				
Land	\$ 3,336,602	\$ -	\$ -	\$ 3,336,602
Construction in progress	1,125,629	-	-	1,125,629
Total assets not being depreciated	4,462,231	-	-	4,462,231
Capital assets being depreciated				
Building	49,894,936	-	-	49,894,936
Paving	565,133	(78,763)	-	486,370
Furniture, fixtures and equipment	6,952,018	126,729	-	7,078,747
Other	360,807	-	-	360,807
Total Capital assets being depreciated	57,772,894	47,966	-	57,820,860
Less: accumulated depreciation for:				
Building	(26,157,372)	(1,247,373)	-	(27,404,745)
Paving	(393,236)	(14,129)	-	(407,365)
Furniture, fixtures and equipment	(5,365,933)	(249,361)	-	(5,615,294)
Other	(356,545)	-	-	(356,545)
Total accumulated depreciation	(32,273,086)	(1,510,863)	-	(33,783,949)
Total capital assets being depreciated, net	25,499,808	(1,462,897)	-	24,036,911
Total capital assets, net	\$ 29,962,039	\$(1,462,897)	\$ -	\$ 28,499,142

Depreciation expense was \$1,517,799 and \$1,498,813 for the years ended September 30, 2010 and 2009, respectively.

NOTE 7 – BONDS PAYABLE

The Authority issued Capital Improvement Revenue Bonds, Series 1998A; Capital Improvement Revenue Refunding Bonds, Series 1998B; and Capital Improvement Revenue Taxable Bonds, Series 1998C (the Bonds); in the aggregate principal amount of \$20,835,000. The Bonds were issued in order to refinance certain existing debt of the Authority and to finance the costs of acquiring, equipping, and constructing club suites and seats, an arena view restaurant, and other additions and renovations to existing Tallahassee-Leon County Civic Center facilities (the Project). The Series 1998C Bonds were retired during the year ended September 30, 2004. The bonds were converted to a bank qualified tax exempt loan on September 9, 2009.

During fiscal year 2008/2009 the Florida Legislature awarded \$3 million to the Authority, to be used to reduce the Series 1998A Capital Improvement Revenue Bonds. Due to the State's budget deficit, the Authority only received \$1,439,978 of the original award. The Authority completed a bond reduction in the amount of \$1,440,000 to reduce the Series 1998A Capital Improvement Revenue Bonds on April 1, 2009. The remaining bonds outstanding were limited obligations of the Authority issued pursuant to the provisions of the Trust Agreement between the Authority and SunTrust Bank, Inc. ("the Trustee"); The bonds were acquired by US Bank during fiscal year 2007.

During fiscal year 2008/2009 the Original Indenture was amended by an Amended and Restated Indenture of Trust dated as of September 9, 2009. The bonds have been tendered pursuant to the terms of the Original Indenture, and the bank has agreed, at the request of the Authority, to purchase the bonds upon a conversion of the interest rate borne thereby, and as a condition to such purchase has required that the Authority enter into this credit Agreement.

The terms of the bank loan conversion are initially, up to 5 years, at which time the bank, in its sole discretion, has the right to "put" the bond to the borrower; provided, that the bank, upon notice given not earlier than 120 days and not later than 90 days prior to the end of such 5 year period, may decide, in its sole discretion, to extend the term for an additional 5 year period; provided further, that the failure to give any notice shall mean that the term has not been extended. The bond will bear interest at t per annum rate equal to 67% of the sum of 1-month LIBOR plus 2.50 %, reset on the first day of each calendar month.

Interest expense on the Series 1998 Bonds totaled \$179,484 and \$199,424 for the years ended September 30, 2010 and 2009, respectively.

At September 30, 2010, debt service requirements on the debt, including principal and interest are as follows:

		Principal		Interest		Balance
2011	\$	533,400	\$	183,629	\$	717,029
2012		560,400		172,568		732,968
2013		590,400		160,928		751,328
2014		620,700		148,675		769,375
2015		652,600		135,793		788,393
2016 – 2020		3,805,200		461,271		4,266,471
2019 – 2023		2,535,300		74,335		2,609,635
	\$	9,298,000	\$	1,337,199	\$	10,635,199

NOTE 7 – BONDS PAYABLE (Continued)

Bonds payable activity for the year ended September 30, 2010 was as follows:

	Beginning balance	Additions	Reductions	Ending Balance	Due within one year
Series 1998A	\$ 9,758,000	\$ -	\$460,000	\$9,298,000	533,400

NOTE 8 – LINE OF CREDIT

In May 2007, the Authority established a \$1.5 million revolving line of credit with an interest rate at London interbank offered rate (LIBOR) plus 2% with SunTrust Bank. The balance available under the line of credit at September 30, 2010 was \$55,000. Interest expense on the SunTrust line of credit totaled \$33,958 for the year ended September 30, 2010.

NOTE 9 – DEFICIT UNRESTRICTED NET ASSETS

A deficit unrestricted fund balance of \$2,734,500 and \$1,719,351 at September 30, 2010 and 2009, respectively, results primarily from accumulated depreciation expense and a decrease in catering, suite and club lease revenues.

NOTE 10 – FLORIDA STATE RETIREMENT PLAN

The Authority provides retirement benefits for its full-time and certain part-time employees through the Florida State Retirement plan. With the Florida State Retirement plan, the authority contributes 10% of the employees' monthly salary towards their retirement. Eligible employees are enrolled immediately in the plan and are fully vested when they have reached six years of service.

The Authority's total payroll for the years ended September 30, 2010 and 2009 was \$2,913,345 and \$3,123,893, respectively. The Authority's contributions were calculated by the state retirement personnel based on the prior years of service. The Authority made contributions of \$325,934 for year ended September 30, 2010 and \$235,965 in contributions during the year ended September 30, 2009. The Authority is making payments on prior years of service along with the current monthly payments of 10% based on the salaries of the employees.

NOTE 11 – DEFINED BENEFITS PLAN

In October 2006, the Authority approved terminating its current defined contribution plan and buying into the Florida Retirement System (FRS). The funds required to buy into the FRS for qualified employees of the Authority are projected to be approximately \$2.1 million. As of July 1, 2009, the Authority has made the transition to the FRS. The Authority used the accumulated funds in the current defined contribution plan to fund the "buy in". Any deficit has been financed by the State of Florida over 15 years at 6.5%.

NOTE 12 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of; damage to, and destruction of assets; errors and omissions; and natural disasters for which the Authority carries commercial insurance.

NOTE 13 – COMMITMENTS AND CONTINGENCIES

Contingency: Legal/Contractual Noncompliance

Agreement with Seminole Boosters, Inc.

In connection with the issuance of the Series 1998A, the Authority entered into a participating agreement with the Seminole Boosters, Inc. (Boosters) whereby the Authority is the primary borrower of debt incurred for the construction of facility suites, club seats, and other improvements to the facility, and the Boosters guarantee a portion of the debt (Note 7). The participating agreement further provides for an equally divided 50% / 50% allocation of the net operating revenues to be calculated as set forth in the agreement. The Authority and the Boosters shall fund any operational deficit in the proportion of the 55% by the Authority and 45% by the Boosters. Such participation commences with the first full fiscal year in which there are operating revenues and continues until the later of 20 years, or the Bonds are retired and the Boosters are relieved from all liability under its guaranty agreement, or the expiration of any extension periods as provided for in the agreement. The agreement further provides for monthly calculations and financial reporting by the Authority to the Boosters. The Authority recorded a payable to the Boosters in the amount of \$73,321 and \$20,028 for the years ended September 30, 2010 and 2009, respectively. The payables are calculated as follows:

		2010		2009
Lease Revenue Suites and Clubs	\$	935,777	\$	1,158,147
Less:				
Debt service on series 1998A bonds		673,892		868,855
New loan closing costs		-		99,633
Suite lease bad debts		3,110		28,117
Legal fees for collections/bonds		14,645		14,886
Direct salaries expenses		77,695		84,631
Direct utility costs		19,792		21,968
		<u>789,134</u>		<u>1,118,091</u>
Net operating revenue	\$	146,642	\$	40,056

Lease revenue does not include sales of suite food and beverages.

		2010		2009
Allocation to Authority (50%)	\$	73,321	\$	20,028
Allocation to the Boosters (50%)		73,321		20,028
	\$	<u>146,642</u>	\$	<u>40,056</u>

NOTE 13 – COMMITMENTS AND CONTINGENCIES (Continued)

Utility Agreement

During March 1999, the City and the Authority signed a utility service agreement whereby the Authority agreed to purchase and use and the City to sell and supply all of the requirements for electric power and other utility services for all facilities owned or operated by the Authority for a period of twenty years. Additionally, the City agreed to provide utility services at the lowest rate and on comparable terms at which it sells such services to other similarly situated public facilities and the Authority shall be entitled to the benefit of any special classifications of service and rate discounts offered to other similar users. The City, at its option, may terminate the agreement in the event of a transfer or sale by the City of its entire electric production facilities to another entity.

In addition to the utility service agreement, the City and the Authority entered into a utility incentive agreement whereby the City agreed to appropriate and contribute to the Authority \$60,000 per year for the next twenty years to assist the Authority in renovating its existing arena, meeting rooms and facilities. The first such renovation payment was paid to the Authority during April 1999. During any year in which the City reimburses the Authority for a cash deficit from operations, the utility incentives shall be suspended until such time as the City has recouped the deficit contribution or until the end of twelve months, whichever occurs first. Thereafter, the utility incentives shall be automatically reinstated.

Operating Leases

The Authority has entered into operating lease agreements for various vehicles. Future minimum payments under non-cancelable operating leases with initial terms of one year or more at September 30, 2010, are as follows:

<u>September 30,</u>	
2011	\$ 16,170
2012	10,680
2013	5,850
	<u>\$ 32,700</u>

Total rental expense was \$20,791 and \$ 17,158 for the years ended September 30, 2010 and 2009, respectively.

NOTE 14 – HOTEL PROJECT

The Authority has entered into various development agreements with certain parties for the construction of a convention hotel and parking garage on the current site of the Authority. As of September 30, 2010 and 2009, \$1,125,629 and \$1,125,629, respectively, of the Authority's funds have been used for the initial development and design of the project. These amounts are capitalized as construction in progress.

NOTE 15 – SUBSEQUENT EVENTS

The Authority received an award from the Florida Legislature in the amount of \$4.5 million to be used to reduce the Series 1998A Capital Improvement Revenue Bonds. As of September 30, 2010, the cash was held with the Authority. The Authority completed the bond reduction of \$4.5 million in October 2010. After the bond payment, the Authority restructured the financing of the remaining \$4.798 million of debt.

Under the revised agreement terms, the debt service requirements on the debt, including principal and interest are as follows:

		Principal		Interest		Balance
2011	\$	180,464	\$	103,163	\$	283,627
2012		207,460		91,759		299,219
2013		237,460		87,276		324,736
2014		267,760		82,180		349,940
2015		299,660		76,455		376,115
2016 – 2020		2,040,500		271,932		2,312,432
2019 - 2023		1,564,715		46,460		1,611,175
	\$	4,798,019	\$	759,255	\$	5,557,244

TALLAHASSEE LEON COUNTY CIVIC CENTER AUTHORITY
SCHEDULE OF OPERATING EXPENSES

	September 30, 2010		September 30, 2009	
	Cost of Sales	General and Administrative	Cost of Sales	General and Administrative
	\$	\$	\$	\$
Advertising	54,027	-	42,957	-
Automobiles	-	21,260	-	28,280
Catering	530,475	-	578,445	-
Collection charges	93,086	-	88,117	-
Contracted services	181,933	25,513	185,236	17,487
Dues and subscriptions	1,407	44,392	1,352	42,822
Employee benefits	361,536	-	261,507	-
Insurance	472,639	-	499,810	-
License and taxes	5,821	875	4,414	313
Maintenance and repairs	115,597	-	211,658	-
Meetings	539	50,118	910	71,720
Office supplies	-	7,545	-	18,046
Other	2,573	16,495	18,631	41,219
Payroll taxes	223,290	-	227,379	-
Postage and printing	9,559	1,446	14,861	1,295
Professional services	-	59,262	-	35,562
Promotions	177,767	-	237,354	-
Rentals	13,918	6,873	7,916	9,242
Salaries	2,035,112	878,233	2,239,693	884,200
Supplies	369,476	-	449,252	-
Telephone	62,802	-	58,248	-
Ticketmaster	3,705	-	4,358	-
Training	-	90	-	4,358
Travel	2,579	13,467	-	3,476
Uniform	2,731	-	2,965	16,868
Utilities	659,739	-	732,270	-
Total	\$ 5,380,311	\$ 1,125,569	\$ 5,870,500	\$ 1,170,530
				\$ 7,041,030



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Tallahassee Leon County Civic Center Authority

We have audited the financial statements of the Tallahassee Leon County Civic Center Authority (the "Authority") as of and for the year ended September 30, 2010, and have issued our report thereon dated July 12, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. There were no significant deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests did not disclose instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. We noted certain other matters that we reported to management of the Authority in a separate management letter dated July 12, 2011.

This report is intended solely for the information of the Authority members, management, and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Tallahassee, Florida
July 12, 2011

TCRA Water Risk LLP

**TALLAHASSEE-LEON COUNTY CIVIC CENTER
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2010**

FINANCIAL STATEMENT FINDINGS

I. CURRENT YEAR FINDINGS

None

II. STATUS OF PRIOR YEARS' FINDINGS

IC-2009-1 Condition

During testing of disbursements we noted that the 19% of the selected disbursements were not supported with invoices and/or other proper supporting documents for the disbursement.

Current Year Status

No such condition noted in the current year.

IC-2009-2 Condition

During testing of disbursements we noted that 75% of invoices tested did not have any evidence of approval prior to payment.

Current Year Status

No such condition noted in the current year.



**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

Members of the
Tallahassee Leon County Civic Center Authority
Tallahassee, Florida

We have audited the financial statements of the Tallahassee Leon County Civic Center Authority as of and for the fiscal year ended September 30, 2010 and have issued our report thereon dated July 12, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Compliance and Internal Control over Financial Reporting, and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated July 12, 2011 should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local governmental entity audits performed in the State of Florida and, unless otherwise required to be reported in the report on compliance and internal controls or schedule of findings and questioned costs, this letter is required to include the following information.

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the Tallahassee Leon County Civic Center Authority complied with Section 218.415, Florida Statutes.
- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management, accounting procedures, and internal controls. In connection with our audit, we have included such recommendations below.
- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts and grant agreements or abuse that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, requires, based on professional judgment, the reporting of the following matters that are inconsequential to the financial

statements, considering both quantitative and qualitative factors: (1) violations of laws, rules, regulations, and contractual provisions or abuse that have occurred, or were likely to have occurred, and would have an immaterial effect on the financial statements; (2) improper expenditures or illegal acts that would have an immaterial effect on the financial statements; and (3) control deficiencies that are not significant deficiencies, including, but not limited to; (a) improper or inadequate accounting procedures (e.g., the omission of required disclosures from the financial statements); (b) failures to properly record financial transactions; and (c) other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the auditor. In connection with our audit, we did not have any such findings.

- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Authority was established April 18, 1972 and has no component units.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Tallahassee Leon County Civic Center Authority did meet one of the conditions described in Section 218.503(1), Florida Statutes. The Authority reported an unrestricted net asset deficit of \$1,719,351 as of September 30, 2010. The financial emergency condition met was a result of deteriorating financial conditions. Such financial condition is further discussed at Note 9 of this report.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the Tallahassee Leon County Civic Center Authority, for the fiscal year ended September 30, 2010, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2010. In connection with our audit, we determined these two reports were in agreement.
- Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, require that we apply financial condition assessment procedures. In connection with our audit, we applied financial condition assessment procedures. It is management's responsibility to monitor the entity's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

This management letter is intended solely for the information of the Authority members, management, and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Tallahassee, Florida
July 12, 2011

TCBA Water Rice LLP

I. **Current Year Comments**

IC-2010-1 **Condition**

During our testing we noted that several accounts had not been completely reconciled as of fiscal year end.

Recommendation

We recommend that the management implement a procedure to effectively monitor and reconcile accounts on an ongoing basis throughout the fiscal year.

Management's Response

The finance department is committed to reconciling each account at the end of each month.

II. **PRIOR YEAR'S CONDITION**

09-ML-1 **Condition**

During the testing of prepaid expenses, we noted that the Authority includes invoices received for future services in prepaid expenses without regard to whether the expense has been prepaid.

Current Year Status

No such finding noted in the current year.

09-ML-2 **Condition**

During the testing of capital assets, we noted that there were items with insignificant book values capitalized as assets and not depreciated.

Current Year Status

These items have been fully depreciated in the current year and have \$0 book value. As such, no such findings were noted in the current year.

09-ML-3 **Condition**

During the testing of capital assets, we noted that there useful lives of several assets held needed to be reevaluated and adjusted. Useful lives should be based on management's policy for each classification or type of asset held. No such written policy is in existence at the Authority.

Current Year Status

Management now has a reevaluated listing of useful lives for assets. As such, no such findings were noted in the current year.

09-ML-4 Condition

During testing of employee file maintenance and payroll controls we noted that actual pay per payroll did not agree to the approved payroll amount per the employee files. After further evaluation, we noted that there was an error in the calculation of the 2007 payroll file and all employees included on the original schedule at that time have consistently been paid based on the incorrect amount since that date.

Current Year Status

No such finding noted in the current year.

09-ML-5 Condition

During testing of employee file maintenance and payroll controls we noted that a selected employee did not have any sign off or approval indicated on their timesheet for that period.

Current Year Status

No such finding noted in the current year.

09-ML-6 Condition

During testing of employee file maintenance and payroll controls we noted that employee evaluations and job descriptions are not performed and maintained in employee files. Nor are there any other measures that provide legal, ethical, and visible evidence that employees understand the requirements of their job and have a measurement of their performance.

Current Year Status

Job descriptions have been produced and placed in each employee's file. Evaluation forms have been created and will be placed in the employee's file as they are completed. Implementation of this procedure is still in process.

09-ML-7 Condition

During testing of disbursements we noted that the Authority does not have a written procurement policy for the capitalization of assets.

Current Year Status

No such finding noted in the current year.

Tallahassee Leon County Civic Center
Revenue/Expenses as of April 30, 2012
Tallahassee Civic Center - FY 2011/2012

	MONTHLY VARIANCES					YTD VARIANCES				
	Actual April 2012	Original Budget April 2012	Variance to Monthly Budget	Actual April 2011	Variance to Actual April 2011	Actual YTD 11-12	Original Budget YTD 11-12	Variance to YTD Budget	Actual YTD 10-11	Variance to Actual YTD 10/11
REVENUE										
Arena Rent/Meeting Rooms	39,263.71	58,166.67	(18,902.96)	50,316.67	(11,052.96)	354,104.23	367,166.69	(13,062.46)	326,632.17	27,472.06
Lease Income	83,291.67	82,600.00	691.67	80,579.08	2,712.59	678,631.35	555,400.00	123,231.35	545,356.79	133,274.56
Concessions	55,324.36	93,783.33	(38,458.97)	91,595.78	(36,271.42)	897,897.65	718,458.31	179,439.34	683,183.62	214,714.03
Catering Sales	195,435.01	182,000.00	13,435.01	180,274.76	15,160.25	748,175.69	879,750.00	(131,574.31)	864,325.84	(116,150.15)
Catering Beverage	44,869.41	38,100.00	6,769.41	37,137.42	7,731.99	160,114.55	164,700.00	(4,585.45)	168,119.63	(8,005.08)
Restaurant Income	1,199.31	4,300.00	(3,100.69)	3,561.45	(2,362.14)	84,453.77	95,200.00	(10,746.23)	90,408.44	(5,954.67)
Promotions	41,518.44	17,583.33	23,935.11	92,449.54	(50,931.10)	199,492.25	185,733.31	13,758.94	229,917.38	(30,425.13)
Salaries Recoverable	163,185.28	201,075.00	(37,889.72)	196,362.36	(33,177.08)	1,172,958.61	1,092,625.00	80,333.61	1,054,427.26	118,531.35
Advertising	14,441.21	14,475.00	(33.79)	14,455.05	(13.84)	286,354.05	280,475.00	5,879.05	278,916.79	7,437.26
Novelties	6,483.85	4,900.00	1,583.85	4,759.70	1,724.15	49,526.62	95,050.00	(45,523.38)	35,485.80	14,040.82
Parking	30,967.92	52,384.05	(21,416.13)	51,790.21	(20,822.29)	287,074.07	284,784.05	2,290.02	259,775.08	27,298.99
FSU/FAMU Use Days	20,832.50	20,833.33	(0.83)	20,834.00	(1.50)	145,836.50	145,833.31	3.19	145,834.00	2.50
Service and Handling	9,492.95	41,995.00	(32,502.05)	40,957.00	(31,464.05)	350,709.23	257,275.00	93,434.23	249,371.06	101,338.17
Other Revenue	31,200.16	42,184.18	(10,984.02)	41,134.07	(9,933.91)	186,125.77	212,654.21	(26,528.44)	206,804.69	(20,678.92)
Non Operating Revenue		5,000.00	(5,000.00)	5,000.00	(5,000.00)	-	35,000.00	(35,000.00)	35,000.00	(35,000.00)
TOTAL REVENUE	737,505.78	859,379.89	(121,874.11)	911,207.09	(173,701.31)	5,601,454.34	5,370,104.88	231,349.46	5,173,558.55	427,895.79
EXPENSES										
Full Time Salaries	129,359.09	140,425.23	11,066.14	138,346.47	8,987.38	938,383.82	925,525.25	(12,858.57)	960,138.16	21,754.34
Part Time Salaries	118,414.07	138,745.60	20,331.53	153,121.43	34,707.36	976,093.69	902,045.60	(74,048.09)	928,450.85	(47,642.84)
Catering Expenses	60,128.03	75,800.00	15,671.97	75,600.28	15,472.25	371,733.08	426,665.00	54,931.92	432,012.95	60,279.87
Promotions	28,672.18	13,333.33	(15,338.85)	120.00	(28,552.18)	243,304.45	93,333.31	(149,971.14)	151,179.88	(92,124.57)
Advertising	7,328.56	5,533.33	(1,795.23)	6,097.30	(1,231.26)	35,244.86	35,633.31	388.45	37,951.99	2,707.13
Utilities	52,237.87	49,243.00	(2,994.87)	49,105.16	(3,132.71)	375,585.08	409,626.00	34,040.92	402,782.03	27,196.95
Insurance	35,761.54	38,915.01	3,153.47	51,824.65	16,063.11	250,937.00	272,555.07	21,618.07	254,995.49	4,058.49
Functional Supplies	29,714.03	29,441.67	(272.36)	30,486.10	772.07	241,913.35	217,211.69	(24,701.66)	219,937.19	(21,976.16)
Replacement & Improvement	36,000.00	36,000.00	-	36,000.00	-	144,000.00	144,000.00	-	144,000.00	-
Operations & Maintenance	123,426.52	145,051.11	21,624.59	143,384.46	19,957.94	1,015,819.18	1,040,005.26	24,186.08	1,065,082.53	49,263.35
TOTAL EXPENSES	621,041.89	672,488.28	51,446.39	684,085.85	63,043.96	4,593,014.51	4,466,600.49	(126,414.02)	4,596,531.07	3,516.56
GAIN/LOSS	116,463.89	186,891.61	(70,427.72)	227,121.24	(110,657.35)	1,008,439.83	903,504.39	104,935.44	577,027.48	431,412.35

Tallahassee Leon County Civic Center
 Revenue/Expenses as of September 30, 2011
 Tallahassee Civic Center - FY 2010/2011

MONTHLY VARIANCES

YTD VARIANCES

REVENUE	Actual Sept 2011	MONTHLY VARIANCES		Actual Sept 2010	Variance to	Actual YTD 10-11	YTD VARIANCES		Variance to	
		Original Budget Sept 2011	Variance to Monthly Budget		Actual Sept 2010		Original Budget YTD 10-11	Variance to YTD Budget	Actual YTD 09-10 09/10	
Arena Rent/Meeting Rooms	14,441.67	43,166.63	(28,724.96)	22,859.57	(8,417.90)	433,490.52	539,000.00	(105,509.48)	457,463.24	(23,972.72)
Lease Income	75,437.81	90,000.00	(14,562.19)	73,040.09	2,397.72	898,674.18	955,400.00	(56,725.82)	935,777.30	(37,103.12)
Concessions	22,011.78	30,883.37	(8,871.59)	72,912.39	(50,900.61)	735,023.72	877,455.00	(142,431.28)	822,481.08	(87,457.36)
Catering Sales	88,685.41	106,000.00	(17,314.59)	129,464.65	(40,779.24)	1,211,431.01	1,221,700.00	(10,268.99)	1,150,678.23	60,752.78
Catering Beverage	1,311.80	10,200.00	(8,888.20)	7,231.98	(5,920.18)	176,155.47	129,802.00	46,353.47	122,229.05	53,926.42
Restaurant Income	-	10,600.00	(10,600.00)	533.77	(533.77)	90,408.44	54,300.00	36,108.44	101,937.33	(11,528.89)
Promotions	29,433.95	4,500.00	24,933.95	28,345.33	1,088.62	283,242.59	259,977.00	23,265.59	239,040.63	44,201.96
Salaries Recoverable	89,093.86	109,400.00	(20,306.14)	97,013.67	(7,919.81)	1,264,664.60	1,352,728.00	(88,063.40)	1,271,067.44	(6,402.84)
Advertising	16,875.00	19,000.00	(2,125.00)	34,964.25	(18,089.25)	353,291.76	367,578.00	(14,286.24)	383,209.25	(29,917.49)
Novelties	10,263.49	6,000.00	4,263.49	9,214.58	1,048.91	56,322.33	102,517.00	(46,194.67)	81,522.11	(25,199.78)
Parking	42,534.16	18,500.00	24,034.16	30,739.86	11,794.30	331,178.36	366,605.00	(35,426.64)	346,383.83	(15,205.47)
SU/FAMU Use Days	20,832.00	20,833.37	(1.37)	20,830.00	2.00	250,000.00	250,000.00	-	250,000.00	-
Service and Handling	39,968.36	43,925.00	(3,956.64)	43,495.81	(3,527.45)	369,094.41	289,890.00	79,204.41	346,362.65	22,731.76
Other Revenue	21,905.30	19,758.37	2,146.93	12,836.91	9,068.39	282,313.25	325,697.00	(43,383.75)	250,341.86	31,971.39
Non Operating Revenue	5,000.00	5,000.00	-	5,000.00	-	60,000.00	-	60,000.00	86,499.00	(26,499.00)
TOTAL REVENUE	477,794.59	537,766.74	(59,972.15)	588,482.86	(110,688.27)	6,795,290.64	7,092,649.00	(297,358.36)	6,844,993.00	(49,702.36)
EXPENSES										
Full Time Salaries	116,574.32	146,675.11	30,100.79	105,862.77	(10,711.55)	1,634,631.66	1,737,600.00	102,968.34	1,715,982.55	81,350.89
Part Time Salaries	72,125.34	87,800.00	15,674.66	95,845.36	23,720.02	1,209,770.25	1,116,650.00	(93,120.25)	1,197,362.77	(12,407.48)
Catering Expenses	43,946.99	41,900.00	(2,046.99)	51,690.19	7,743.20	621,268.94	497,632.00	(123,636.94)	530,475.47	(90,793.47)
Promotions	-	20,000.00	20,000.00	-	-	159,575.72	178,000.00	18,424.28	177,766.72	18,191.00
Advertising	600.75	5,000.00	4,399.25	3,828.86	3,228.11	46,857.47	56,045.00	9,187.53	54,026.88	7,169.41
Utilities	57,824.62	63,900.00	6,075.38	41,618.44	(16,206.18)	657,241.70	671,430.00	14,188.30	659,739.49	2,497.79
Insurance	45,018.18	42,700.11	(2,318.07)	48,946.62	3,928.44	456,335.03	473,015.25	16,680.22	472,639.28	16,304.25
Functional Supplies	11,166.70	11,883.37	716.67	13,451.46	2,284.76	243,795.90	256,342.00	12,546.10	250,538.36	6,742.46
Replacement & Improvement	-	-	-	(108,000.00)	(108,000.00)	144,000.00	108,000.00	(36,000.00)	-	(144,000.00)
Operations & Maintenance	146,407.96	180,606.41	34,198.45	86,684.44	(59,723.52)	1,691,472.91	1,892,969.58	201,496.67	1,905,029.88	213,556.97
TOTAL EXPENSES	493,664.86	600,465.00	106,800.14	339,928.14	(153,736.72)	6,864,949.58	6,987,683.83	122,734.25	6,963,561.40	98,611.82
	(15,870.27)	(62,698.26)	46,827.99	248,554.72	(264,424.99)	(69,658.94)	104,965.17	(174,624.11)	(118,568.40)	48,909.46

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TALLAHASSEE,
LEON COUNTY, FLORIDA, TALLAHASSEE-LEON COUNTY CIVIC CENTER
AUTHORITY, THE FLORIDA STATE UNIVERSITY AND
FLORIDA BOARD OF GOVERNORS**

THIS THIRD AMENDMENT TO AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2012, by and among the CITY OF TALLAHASSEE, a Florida municipal corporation (the “City”); LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “County”); TALLAHASSEE-LEON COUNTY CIVIC CENTER AUTHORITY (the “Authority”); the FLORIDA STATE UNIVERSITY (the “FSU”); and FLORIDA BOARD OF GOVERNORS (the “FBOG”) as the successor to the Florida Board of Regents.

RECITALS

WHEREAS, the Authority currently owns and operates the Tallahassee-Leon County Civic Center (the “Civic Center”); and,

WHEREAS, the Parties and the Board of Regents for the State of Florida entered into a certain Agreement dated March 9, 1976 relating to the construction, financing, operation, and use of the Civic Center, and subsequently entered into that certain Amendment and Affirmance of Agreement for Financing the construction of the Civic Center; and,

WHEREAS, the Parties entered into the Second Amendment to Agreement on March 20, 2003 in order to clarify the agreement by the City and the County to pay the Authority certain expenses whenever the Authority ran an annual deficit; and,

WHEREAS, the Parties now wish to conclude the Agreement and all preceding amendments thereto, and to help further resolve the matter of *Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority*, Second Judicial Circuit for Leon County, Florida, Case No. 2010-CA-004369; and,

WHEREAS, the Parties desire to establish a means for the continued and viable operation of the Civic Center as a viable, long term community asset providing a comprehensive civic, governmental, educational, recreational, convention, and entertainment facility for the use and enjoyment of the Tallahassee and Leon County community at large, and for FSU; and,

WHEREAS, the Parties wish to enter into this Third Amendment to Agreement to set forth the terms and conditions under which the City and the County, and the FBOG, and FSU would agree to modify or terminate the Agreement, and amended by the First Amendment and the Second Amendment, respectively (collectively “Center Agreements”). (Exhibits A-C attached)

NOW, THEREFORE, in consideration of the following mutual promises, covenants and representations set forth herein, the sufficiency of which being acknowledged, the Parties do hereby agree as follows:

1. INTENT OF AGREEMENT

This Agreement constitutes a recitation of the more significant terms of agreement between the Parties in order to release the City and the County from any obligations under the Center Agreements.

2. CONDITIONS PRECEDENT

Except for paragraphs 3 B and D, 4 A and B, and 7, no provision of this Agreement shall be effective until after a transfer of the Civic Center to FSU from the Authority is finalized and closed (the "Transfer"), the closing of which shall be referred to as the "Transfer Date." Should the Transfer not occur, all provisions of this Agreement are null and void and the Center Agreements remain unchanged; any funds transferred to the Civic Center Authority under the provisions of paragraph 3 B and D of this agreement shall be returned within 15 days.

3. OBLIGATIONS OF THE CITY AND COUNTY

A. At FSU's option, the City will continue to provide \$60,000 annually toward the Center's utility costs.

B. The City agrees to pay to the Authority by June 30, 2012, \$60,000 owed toward the Center's 2011-2012 utilities.

C. The City and the County release the Authority from any further requirements under the Center Agreements;

D. While the City and the County assert that neither has any obligation or legal liability, as a public expenditure and in order to assure continued viability of the Civic Center, the City and the County further agree to each contribute \$250,000.00, on or before June 15, 2012, towards the termination of the Center Agreements and for the use by the Authority towards the settlement of the lawsuit entitled *Tallahassee Hotel Associates, Ltd. v. Tallahassee-Leon County Civic Center Authority*, Second Judicial Circuit for Leon County, Florida, Case No. 2010-CA-004369, on the express conditions:

- i. All preceding Center Agreements are rescinded or modified to fully release the City and County of any further responsibility or liability as defined in the Center Agreements, and to pay potential annual deficits of the Civic Center incurred after the date of this Third Amended Agreement.
- ii. The Agreement of FSU for the Civic Center's continued operation and maintenance as a comprehensive civic, governmental, educational, recreational, convention, and entertainment facility at substantially the same level of use and enjoyment of the Tallahassee-Leon County

community at large as is currently enjoyed as a community asset, as well as for the use by FSU.

- iii. FSU's agreement to simultaneously enter into a Lease Agreement with the Authority on the Transfer Date upon terms and conditions to be agreed upon by FSU and the Authority; and,
- iv. FSU's cooperation with the City, the County, and the Authority regarding any necessary agreements to release the City and the County from further liability arising from the annual deficit of the Civic Center pursuant to the preceding Center Agreements.

4. OBLIGATIONS OF FSU

A. FSU agrees to obtain the approval of the Florida Legislature for the use of operating funds for the Civic Center pursuant to §1013.78(1), Florida Statutes, and an opinion from the FSU General Counsel indicating that an approval has been obtained.

B. An opinion from the FSU General Counsel indicating that FSU has obtained the authority from the Board of Governors to receive ownership of the Civic Center, including the assumption of the Civic Center's assets and liabilities.

C. FSU agrees to the appointment of a Civic Center Advisory Board for the purpose of advising FSU with respect to the continued use and availability of the Civic Center to individuals and community groups outside of FSU. The Advisory Board shall meet at the call of the Chair, at least three times per year, and shall be made up of three members appointed by the City of Tallahassee, three members appointed by Leon County, one member appointed by FAMU, and eight members appointed by FSU. All appointments shall be made within thirty (30) days of the effective date of legislation referenced in paragraph 6.

D. FSU and the Authority agree to continue the current practice for priority use of the Civic Center by Leon County Schools for local high school graduation ceremonies.

5. TRANSFER OF TITLE

If the above conditions precedent have been satisfied, FSU will enter into an Agreement with the Authority for the Transfer of the Civic Center, including the assumption of the Civic Center's assets and liabilities, making the existing preceding Center Agreements null and void, and releasing the City and County from any further liabilities other than those stated herein.

6. MODIFICATION OF CHAPTER 2004-435, LAWS OF FLORIDA AND CREATION OF CITIZEN ADVISORY BOARD

The City, the County, the Authority and FSU agree to jointly support a local bill modifying Chapter 2004-435, Laws of Florida, during the 2013 legislative session. If a local bill is not passed during the 2013 legislative session, the Parties agree to jointly support passage in subsequent sessions.

7. RELEASE OF DEED RESTRICTIONS AND REVERTER CLAUSES

The City and the County agree to release any deed restrictions or reverter clauses running with the land contained in any deeds conveying the Civic Center to the Authority.

8. AMENDMENTS

The Parties hereby acknowledge that the terms hereof constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement, in accordance with general law.

9. OBLIGATION TO CONFER

Prior to initiating proceedings alleging breach or seeking enforcement of any provision of this agreement, the Parties shall consult in an attempt to resolve any disputes that arise under this Agreement in good faith prior to initiating any formal proceedings seeking enforcement or alleging breach of the Center Agreements, including this Amendment.

10. SURVIVING PROVISIONS

The obligations of the City, County, the Authority and FSU under paragraphs 3, 4, 6, and 9 of this agreement shall survive the transfer of title to FSU.

11. RECORDATION

The County shall record this Agreement with the Leon County Clerk of the Court upon execution of the Parties and prior to the Commencement Date. Upon return of the recorded Agreement, the County shall deliver a recorded copy of this Agreement to all other Parties.

12. EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon execution by all Parties.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2012.

ATTEST:

CITY OF TALLAHASSEE, FLORIDA

By: James O. Cooke, IV
James O. Cooke, IV
City Treasurer-Clerk

By: Andrew D. Gillum
Andrew D. Gillum
Mayor Pro Tem

APPROVED AS TO FORM:

By: James R. English
James R. English, City Attorney

ATTEST:

LEON COUNTY, FLORIDA

By: Bob Inzer
Bob Inzer, Clerk of the Court
Leon County, Florida

By: Akin Akinyemi
Akin Akinyemi, Chairman
Board of County Commissioners



APPROVED AS TO FORM:

By: Herbert W. A. Thiele
Herbert W. A. Thiele
County Attorney

TALLAHASSEE-LEON COUNTY
CIVIC CENTER AUTHORITY

Witness as to the Authority

By: _____
Russ Morcom, Chair

Witness as to the Authority

APPROVED AS TO FORM:

By: _____
General Counsel

FLORIDA BOARD OF GOVERNORS

Witness as to the FBOG

By: _____

Witness as to the FBOG

APPROVED AS TO FORM:

By: _____
FBOG General Counsel

FLORIDA STATE UNIVERSITY

Witness as to the FSU

By: _____

Witness as to the FSU

APPROVED AS TO FORM:

By: _____
FSU General Counsel



Kenneth Schult
Vice President

SunTrust Bank
76 S. Laura St
Jacksonville, FL 32202
Tel 904.632.2976
Fax 904.632.2874
Kenneth.schult@suntrust.com

May 29, 2012

Carolyn Egan, Esq.
Interim General Counsel
The Florida State University
222 S. Copeland Street Suite 424
Tallahassee, Florida 32306

Re: Loan # 0050481694-83 (Tallahassee Leon County Civic Center)

Below is the current Principal and Interest pay off on the above referenced Commercial Loan as of today May 29, 2102.

Principal	\$4,467,441.00 as of May 29, 2012
Interest	\$6,377.56
Total	\$4,473,818.56 as of May 29, 2012
Per Diem	\$227.71074

Please be advised that this facility is the current amount due on the Tallahassee Leon County Civic Center Authority Capital Improvement Revenue Bonds Series 1998A dated September 9, 2009. The facility currently requires quarterly principal payments with the next schedule payment of \$57,365.00 due on August 1, 2012 and has Maturity Date of May 1, 2023.

Please let me know if you require additional information on this loan, you may contact me at 904-632-2976.

Sincerely,

Kenneth Schult
Vice President



Kenneth Schult
Vice President

SunTrust Bank
76 S. Laura St
Jacksonville, FL 32202
Tel 904.632.2976
Fax 904.632.2874
Kenneth.schult@suntrust.com

June 1, 2012

Carolyn Egan, Esq.
Interim General Counsel
The Florida State University
222 S. Copeland Street Suite 424
Tallahassee, Florida 32306

Re: Loan # 0050481694-109 (Tallahassee Leon County Civic Center)

Below is the current Principal and Interest pay off on the above referenced Commercial Loan as of today June 1, 2102.

Principal	\$1,343,000.00 as of June 1, 2012
Interest	\$3,519.61
Total	\$1,346,519.61 as of June 1, 2012
Per Diem	\$139.47615

Please be advised that this facility is a revolving line of credit subject to daily borrowings and pay downs. The facility currently has Maturity Date of June 30, 2012.

Please let me know if you require additional information on this loan, you may contact me at 904-632-2976.

Sincerely,

Kenneth Schult
Vice President

Dr. Sandy Lewis, President of the Faculty Senate Steering Committee

Ms. Kathryn Porwoll, Vice President of the Student Government Association

Ms. Liz Maryanski, Vice President of University Relations

Mr. Randy Spetman, Director of Athletics

FLORIDA STATE UNIVERSITY | OFFICE of the PROVOST



TO: President Eric J. Barron

FROM: Garnett S. Stokes *Garnett S. Stokes*

DATE: May 21, 2011

SUBJECT: Termination of Degree Program
Request for Approval

It is requested that the following bachelor's degree program be terminated:

50.0409 Graphic Design

Upon termination of the Bachelor's degree in Graphic Design, the Department of Art will add an emphasis area in the BFA Studio Art program called Digital Media, which will integrate a broad range of two-dimensional, three-dimensional, and time-based digital media courses currently offered in Graphic Design into the art curriculum.

The proposed change reflects recommendations made during the recent reaccreditation review conducted by the National Association of Schools of Art and Design.

A teach-out plan has been established for students currently enrolled, with phase-out expected Spring Term, 2014.

FLORIDA STATE UNIVERSITY | OFFICE of the PROVOST



TO: President Eric J. Barron
FROM: Garnett S. Stokes *Garnett S Stokes*
DATE: May 21, 2012
SUBJECT: Proposed Master's in Information Technology
Request for Implementation

To address the rapidly growing need for increased information technology expertise both statewide and nationally, the School of Information Studies has proposed a new master's degree program for those individuals seeking more advanced levels of technical knowledge than the current Master of Science in Library Information Studies degree allows. While this program is designed primarily for students graduating from the existing undergraduate degree program, it will also draw students from other geographic areas and will be offered through distance learning.

Although other institutions within the SUS have similar degrees, the proposed program provides unique instruction in information architecture, new media, social media, consumer health information systems, and end-user-focused human computer interaction and system design. Additionally, none of the other SUS programs are currently designed to support distance students.

The proposed degree program will prepare students for careers in organizations and media companies which rely on the effective management of large amounts of information such as: the court system; Homeland Security; FEMA; Google; CNN; ESPN; government agencies; hospitals; and departments that provide e-government services.

Infrastructure for online delivery is already in place; no reallocation of resources is necessary.

FLORIDA STATE UNIVERSITY | OFFICE of the PROVOST



TO: President Eric J. Barron
FROM: Garnett S. Stokes *Garnett S. Stokes*
DATE: May 21, 2012
SUBJECT: Consolidation of 10 Degree Programs into a Single Degree Program
Request for Approval

To increase research collaborations and efficiency in course offerings through shared curriculum development, the School of Teacher Education (STE) and the College of Education have requested approval to consolidate ten existing teacher education graduate degrees (10 independent master's, 10 independent specialist's, and 9 independent doctoral) into a single master's, single specialist, and single doctoral degree called Curriculum and Instruction. If approved, each one of the ten previously named degrees will be subsumed within the newly established Curriculum and Instruction degree as a different major. The resulting degree would reflect the interdependent nature of Teacher Education.

The proposed Curriculum and Instruction degree title is consistent with professional education degrees offered nationwide and within the state of Florida. Because this is merely an administrative reorganization of multiple degrees under one degree/C.I.P. code, there will be no impact on the ability of other SUS institutions to attract students to their existing programs. The Board of Governors has agreed to consider this consolidation if the proposal is approved by the FSU Board of Trustees.

To facilitate the establishment of a single master's degree in Curriculum and Instruction, it is requested that the following master's degree programs be terminated:

- 13.1210 Early Childhood Education
- 13.1202 Elementary Education
- 13.1305 English Education
- 13.1306 Multilingual/Multicultural Education
- 13.1311 Mathematics Education

212 Westcott Building, Florida State University, Tallahassee, Florida 32306-1310
Telephone 850.644.1816, Fax 850.644.0172 • <http://provost.fsu.edu/>

- 13.1315 Reading Education
- 13.1316 Science Education
- 13.1317 Social Science Education
- 13.1001 Special Education
- 13.1009 Visual Disabilities

To facilitate the establishment of a single specialist's degree in Curriculum and Instruction, it is requested that the following specialist's degree programs be terminated:

- 13.1211 Early Childhood Education
- 13.1202 Elementary Education
- 13.1305 English Education
- 13.1306 Multilingual/Multicultural Education
- 13.1311 Mathematics Education
- 13.1315 Reading Education
- 13.1316 Science Education
- 13.1317 Social Science Education
- 13.1001 Special Education
- 13.1009 Visual Disabilities

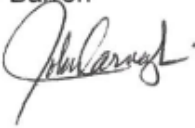
To facilitate the establishment of a single doctoral degree in Curriculum and Instruction, it is requested that the following doctoral degree programs be terminated:

- 13.1212 Early Childhood Education
- 13.1202 Elementary Education
- 13.1305 English Education
- 13.1306 Multilingual/Multicultural Education
- 13.1311 Mathematics Education
- 13.1315 Reading Education
- 13.1316 Science Education
- 13.1317 Social Science Education
- 13.1001 Special Education



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi 
DATE: June 7, 2012
SUBJECT: Non-Resident Waivers for Qualified Veterans and Their Dependents
Request for Approval

Last year, the Board of Trustees approved a request to waive out-of-state tuition for veterans receiving Chapter 33 benefits, which included spouses and dependents. This action was taken due to the short notice provided last year regarding changes to federal reimbursement levels. Last year's BOT action was approved on a temporary basis while FSU sought a legislative solution during the 2012 session. The resolution would have granted in-state status for students receiving Chapter 33 educational benefits. The Board agreed to reexamine the program if legislation was not granted. Unfortunately, we were not able to obtain a legislative solution.

FSU has submitted a letter of agreement to the Veterans Administration to participate in the Yellow Ribbon Program. For veterans that qualify and their designated transferees, the Post-9/11 GI Bill will pay:

- All resident tuition and fees for a public school
- VA will match an amount contributed by an institution of higher education for non-resident tuition and fees

The following two actions are recommended for your approval:

We propose to waive one-half of the out-of-state tuition and fees for non-resident students that qualify for the Yellow Ribbon Program. Students will not be allowed to have more than 50% of the hours waived through the use of multiple waiver types. For example, students may not receive a graduate out-of-state fee waiver by a department and a yellow ribbon waiver for the same term.

We also propose to waive the out-of-state tuition for any of the 28 students who originally enrolled prior to the federal changes and who were non-Florida residents receiving Chapter 33 benefits who do not qualify for the Yellow Ribbon Program until the end of their current degree program.

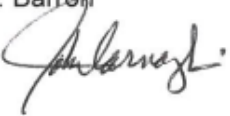
Based on current enrollment of out-of-state veterans, the fiscal impact for Fall 2011 would have been \$50,400 for 12 graduate students and \$115,500 for 17 undergraduate students. Summer enrollment would have cost \$53,400 for 12 graduate students and \$48,000 for 11 undergraduate students. Assuming similar enrollment figures in the future, the fiscal impact per year for the two programs would be no more than \$550,000.

JRC/ab



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi 
DATE: June 7, 2012
SUBJECT: Delegation of Authority to President to approve the 2011 Equity Report
Request for Approval

The Florida Educational Equity Act (FEEA), Section 1000.05, Florida Statutes, and other state and federal legislation mandate that students and employees should not be discriminated against on the basis of race, ethnicity, national origin, gender, disability, or marital status. In addition, the statutory guidelines of the Equity Accountability Program (EAP) Report, FS 1012.95 require that each state university maintain an annual equity plan for appropriate representation of women and minorities in senior level faculty and administrative positions.

For the purposes of this Report, three major areas are addressed: Enrollment, Gender Equity in Athletics, and Employment.

The Florida Educational Equity Act Report (also know as the Equity Report must be submitted to the Board of Governors, through the Human Resources' Office of Equal Opportunity and Compliance, by June 30, 2012. We are requesting the University Board of Trustees delegate approval of this plan to the President for submittal in final form no later than June 30, 2012.

I recommend your approval.

JRC/rg



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi 
DATE: June 7, 2012
SUBJECT: Revision to Regulation 6C2R-2.011, Facilities Leasing
Request for Approval

This proposed revision of the FSU Regulation governing facilities leasing makes it consistent the Florida Board of Governors revision of its regulation, 17.001. The revision deletes the former language of this regulation and replaces it with possibly more simplified language consistent with the BOG regulation. Further details may be implemented through policy.

Specifically, the revision requires initial determination that available existing university space for the projected use is not available; that the President or designee must enter into all leases of space and competitive procurement for over 5,000 square feet with allowance for renewals up to eleven months for existing leases. Renewals must also be competitively procured unless renewal is pursuant to the initial competitive leasing. Exemptions are provided for leases in university-affiliated research and development park and for specialized facilities which are certified as available only from a single source. Exception may also be made for emergency and for leases in affiliated medical facilities. No competitive solicitation is required for any lease less than 120 days in duration for a one-time special use.

JRC/aw/gg

Attachment

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi
DATE: June 7, 2012
SUBJECT: Revision to Regulation 6C2R-2.011, Facilities Leasing
Request for Approval

This proposed revision of the FSU Regulation governing facilities leasing makes it consistent with the Florida Board of Governors revision of its regulation, 17.001. The revision deletes the former language of this regulation and replaces it with possibly more simplified language consistent with the BOG regulation. Further details may be implemented through policy.

Specifically, the revision requires initial determination that available existing university space for the projected use is not available; that the President or designee must enter into all leases of space and competitive procurement for over 5,000 square feet with allowance for renewals up to eleven months for existing leases. Renewals must also be competitively procured unless renewal is pursuant to the initial competitive leasing. Exemptions are provided for leases in university-affiliated research and development park and for specialized facilities which are certified as available only from a single source. Exception may also be made for emergency and for leases in affiliated medical facilities. No competitive solicitation is required for any lease less than 120 days in duration for a one-time special use.


JRC/aw/gg

Attachment



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi 
DATE: June 7, 2012
SUBJECT: Secure New Bond Issue Authority for Indoor Practice Football Facility
Request for Approval

FSU Financial Assistance, Inc. ("FSUFA") and Seminole Boosters, Inc. ("SBI") request that the University Board of Trustees consider approving the issuance of tax-exempt debt in the amount not to exceed \$15.65 million. The proceeds will be used to construct the Athletic Indoor Practice Facility ("IPF") to benefit the Department of Athletics ("Department") and the general University Community.

The IPF has been the #1 priority for the Department and specifically, Head Football Coach Jimbo Fisher. SBI, with significant assistance from the University Administration, launched a campaign to fundraise for the IPF. "The Winning Edge" Campaign is now near completion, with an outstanding \$19.5 million pledge to the construction of this facility. Those pledges will be collected over a period of 5-10 years, but SBI has already received \$2.0 million in pledge collections. Assuming an ultra-conservative 80% collection rate, it is estimated that \$15.6 million would be collected for this project. Level-term debt service of approximately \$945,000 is anticipated. This correlates into SBI having 16.5 years of debt service accounted for without having to transfer any existing funds. It is also important to note that by the time the pledge collections are no longer available to service the debt, other bond issues will be paid in full thus allowing current pledged revenues to service the debt that extends past 2029.

The decision to come forward was not made without significant consideration being given to the current funding status of the Department. The donors who made gifts to the IPF restricted their funds to construction and debt service. Thus, those funds could not be used to fund operating needs of the Department. The main consideration as it relates to operating budgets was the operational cost of the IPF, and its impact on the Department's budget. Initial estimates had the annual operating cost between \$500,000-\$800,000. As more data became known and estimates were refined, the actual anticipated annual amount needed to operate the IPF is approximately \$125,000. Any repairs and maintenance are not included in that amount, but it is expected that the operating costs will be significantly less than what was initially thought.

After careful deliberation of these facts and the data presented by FSUFA and SBI, I recommend this project go to the University Board of Trustees for their consideration and possible approval.

JRC/mb

**Medical Amnesty
Proposed Policy Statement and Purpose:**

The Florida State University (FSU) supports a safe and inclusive environment that enhances academic pursuits and student success. Institutional core values of the Seminole Creed and Responsible Freedom guide our conduct and inform policy and decisions. A Medical Amnesty Policy benefits our campus by encouraging students to make responsible decisions in seeking medical attention in serious or life-threatening situations that result from alcohol and/or other drug use or abuse and in any situation where medical treatment is reasonably believed to be appropriate. This policy seeks to diminish fear of disciplinary and conduct sanctions in such situations and to encourage individuals and organizations to seek needed medical attention for students in distress from alcohol and drug use.

This policy does not grant “full immunity” to a student who acts under this policy (i.e., seeks emergency assistance on behalf of him- or herself, another student, or a friend experiencing an alcohol and/or drug related emergency) if a determination is made, independent of any information gained as a result of the call for medical attention, that Student Conduct Code charges are appropriate.

Alcohol or other drug consumption (including but not limited to: excessive consumption; consumption of a dangerous or illegal substance; or consumption by someone with sensitivity) can cause serious harm or pose a threat to life. Given these risks, students are encouraged to make responsible decisions and to seek medical attention in serious or life-threatening situations that result from alcohol and/or other drug consumption and to call 911 (or FSU Police Department at 850-644-1234, if on campus) for medical attention. Students are also encouraged to seek help for any situation where medical treatment is reasonably believed to be appropriate or when problematic use and/or abuse is an issue. If a student is incapacitated, letting that person "sleep it off" or having a friend “look after” that person are not reasonable alternatives to getting him/her the necessary medical help.

Under this policy, a student who seeks emergency assistance on behalf of him- or herself, another student, or a friend experiencing an alcohol and/or other drug related emergency will not be subject to disciplinary action under the FSU Student Code of Conduct. Although students who qualify for Medical Amnesty are exempt from the Student Conduct process, they are required to complete educational measures and pay for any incurring costs as described in the Medical Amnesty and Policy Procedures Section.

Procedure:

FSU students who receive medical attention as a result of alcohol and/or illegal drug use are eligible for Medical Amnesty and will not face formal action under the FSU Student Code of Conduct. FSU students seeking medical assistance for another person during an alcohol or other drug-related emergency while simultaneously violating a student conduct policy against alcohol or drug use or possession are also eligible. Under the policy, students are required to meet with a professional staff member in the Dean of Students Department or University Housing within five (5) class days of the incident. The staff member, after evaluating the situation, will determine appropriate educational actions for the student per the University’s Alcohol and Other Drug

policy. These educational actions are required to be completed and paid for by the student. Actions may include, but are not limited to: parental notification, an alcohol education workshop and/or meeting with an alcohol and other drug counselor and a written project. Failure to meet with an Associate Dean, Associate Director of Housing, or designee may result in a hold being placed on the student's account and/or Student Conduct Code charges for failing to comply. Students who are referred but fail to meet and complete the alcohol and/or other drug actions in their entirety may be subject to additional requirements. In addition, if a registered student is transported to an emergency medical treatment center for intoxication or drug use, the student's parents or guardians will typically be notified by a representative from the Dean of Students Department or University Housing if it is determined to be necessary to protect the health or safety of the student or other individuals.

It is the expectation of the Dean of Students Department that a student use Medical Amnesty once. If the student is involved in any subsequent (i.e., repeat) alcohol and/or drug abuse incidents, the situation will be evaluated by the Dean of Students Department or University Housing staff to determine if the student qualifies for a Medical Amnesty exemption. The availability of Medical Amnesty exemptions for students with repetitive violations will be determined on a case-by-case basis. Typically, repeated situations will be handled through the Student Conduct process and will be considered for sanctioning purposes. This subsection applies only to students receiving medical attention; students who help others seek medical assistance are not limited to one Medical Amnesty exemption.

1. The Medical Amnesty Policy applies to FSU students who initiate and seek assistance and/or medical treatment on behalf of themselves, another student, or a friend.
2. The protocol applies only to the FSU Student Code of Conduct, Housing & Residence Life Conduct and policies, Greek Life policies and RSO policies. Law enforcement agencies may act within their jurisdictions in enforcing the laws enacted by the State of Florida, the United States, or any other state or nation where jurisdiction may be invoked.
3. The Medical Amnesty Policy applies only to individuals' use of alcohol and drugs where medical attention is needed. It does not apply to other prohibited behavior such as distribution of illicit substances, property damage, harassment, or assault.
4. The Medical Amnesty does apply to FSU students who are victims of sexual assault and have also engaged in underage alcohol consumption or illegal drug use.

Medical Amnesty Frequently Asked Questions (FAQ):

What Is the Purpose of the Medical Amnesty Policy?

The Florida State University (FSU) supports a safe and inclusive environment that enhances academic pursuits and student success. Institutional core values of the Seminole Creed and Responsible Freedom guide our conduct and inform policy and decisions. A Medical Amnesty Policy benefits our campus by encouraging students to make responsible decisions in seeking medical attention in serious or life-threatening situations that result from alcohol and/or other drug abuse and in any situation where medical treatment is reasonably believed to be appropriate. This policy seeks to diminish fear of disciplinary and conduct sanctions in such

situations and to encourage individuals and organizations to seek needed medical attention for students in distress from alcohol and drug use.

How Does the Medical Amnesty Policy Work?

In serious or life-threatening situations, particularly where alcohol poisoning or drug overdose is suspected or where other medical treatment is reasonably believed to be appropriate, students are asked to take the following steps:

- * Call 911 (or FSU Police Department at 850-644-1234, if on campus).
- * Stay with the person needing assistance until help arrives.
- * Be prepared to give the emergency medical personnel as much information as possible including the amount and type of alcohol or substances consumed.

If a student is heavily intoxicated or is incapacitated, letting that person "sleep it off" or having a friend "look after" that person are not reasonable alternatives to getting him/her the necessary medical help.

What Happens After Medical Help Is Provided?

The following next steps outline the process after medical help is provided to students in need of medical attention as a result of alcohol and/or drug use:

If the situation qualifies, students are required to meet with a professional staff in the Dean of Students Department or University Housing within five class days of the incident. The staff member, after evaluating the situation, will determine appropriate educational actions for the student per the University's Alcohol and Other Drug policy. These educational actions are required to be completed and paid for by the student. Actions may include, but are not limited to: parental notification, an alcohol education workshop and/or meeting with an alcohol and other drug counselor and a written project.

Students who fail to complete the above requirements in their entirety may be subject to additional requirements after an opportunity to meet with a staff member from the Dean of Students Department or University Housing.

If it is determined, independent of the call for assistance, that a violation or violations of the Student Conduct Code have occurred, students involved in the incident may be charged with those violations.

Will My Parents Find Out?

Typically parents are notified if the student needed medical assistance as a result of alcohol or other drug consumption. If a registered student is transported to an emergency medical treatment center for alcohol or drug use, the student's parents or guardians may be notified by a Dean of Students Department or University Housing or Residence Life/Housing staff member if necessary to protect the health or safety of the student or other individuals.

Does the Medical Amnesty Policy Protect Students from Police or Legal Actions?

No. The Medical Amnesty Policy only applies to particular code violations in the FSU Student Code of Conduct, Residence Life/Housing Code and policies, and Greek Life and RSO policies. It does not prevent or preclude police or other legal actions.

Will Incidents Involving the Medical Amnesty Policy Be on My Academic or Disciplinary Record?

No. Medical Amnesty Policy incidents will not be entered on the student's official academic record and will not be listed as a disciplinary record.

What Does the Medical Amnesty Policy NOT Apply To?

Other prohibited behavior (including but not limited to: distribution of illegal substances; harassment; physical misconduct; sexual misconduct; and hazing).

Is There a Limit to the Number of Times the Medical Amnesty Policy Can Be Used?

No. Students are always encouraged to look after their friends and peers, and are encouraged to take responsible actions anytime they are necessary.

However, if a student is involved in repeat alcohol and/or drug abuse incidents, measures will be taken to appropriately address the behavior according to the following:

1. The situation will be evaluated by the Dean of Students Department or University Housing to determine if the student qualifies for Medical Amnesty.
2. The availability of Medical Amnesty for students with repetitive violations will be determined on a case by case basis.
3. Situations will be handled through the Student Conduct process and will be considered for sanctioning purposes if a student does not demonstrate a commitment to the steps recommended by the health care professional and is involved in repetitive alcohol and/or drug abuse incidents.

What Is Alcohol Poisoning?

Alcohol poisoning is another term for an alcohol overdose, which may occur when individuals consume so much alcohol that their bodies can no longer process it fast enough. Alcohol poisoning and overdoses are potentially lethal; the human body simply cannot tolerate or process excessive amounts of alcohol. Too many college students have died as a result of alcohol poisoning.

What Are the Signs or Symptoms of Alcohol Poisoning or Overdose?

The signs or symptoms of alcohol poisoning include (not all of these need to be present):

- * Confusion or stupor
- * Vomiting while passed out, not waking up after vomiting, or incoherent while vomiting
- * Seizures
- * Breathing is slow (less than 8 breaths per minute) or irregular, with 10 seconds or more between breaths
- * Weak pulse, very rapid pulse, or very slow pulse
- * Cold, clammy, pale or bluish skin

* Loss of consciousness: Inability to awaken a person with loud shouting, or inability of a person to remain awake for more than 2-3 minutes or to carry on a coherent conversation when awake (semi-conscious)

*A person who has lost consciousness and cannot be awakened is in danger of dying. Help is needed immediately.

How Do I Help a Friend Who Might Be Experiencing Alcohol Poisoning or Overdose?

1. Call 911 or FSU Police Department at 850-644-1234, if on campus.
2. If you are in a residence hall on campus, send someone to notify University Housing staff at the front desk in the building, but do not leave the person alone.
3. Stay with the person until emergency help arrives.
4. Be prepared to give the emergency medical personnel as much information as possible including the amount and type of alcohol or substances consumed.

What Should I NOT Do When Helping Someone Experiencing Alcohol Poisoning or Overdose?

* Do not hesitate to call 911 or FSU Police Department at 850-644-1234, if on campus. The person's life is in danger. Better to be safe than sorry.

* Do not leave the person alone. The person may seem to be okay, but the alcohol ingested may take some time to be absorbed before peak levels are reached in the brain.

* Do not try to give the person anything to eat or drink.

* Do not put the person in a cold shower. The person could fall or the shock could make him/her pass out.

* Don't just let him or her "sleep it off" or "take care" of the person.

Addendum

Notable Institutions that have Medical Amnesty and/or Good Samaritan policies

Institution	Drugs Covered	People Protected
Carnegie Mellon	Alcohol	Anyone
Clemson University	Alcohol	Victim & Caller
Cornell University	Alcohol	Victim & Caller
University of Colorado at Boulder	Alcohol	Victim & Caller
College of William and Mary	Alcohol	Victim & Caller
Dartmouth College	Alcohol	Anyone
Duke University	Alcohol	Victim & Caller
George Washington University	Alcohol	Victim & Caller
Harvard University	Alcohol	Victim & Caller
Lynn University	Any	Victim & Caller
Massachusetts Institute of Technology	Alcohol	Victim
Ohio State University	Alcohol	Victim & Caller
Palm Beach Atlantic	Any	Victim
Princeton University	Alcohol	Victim & Caller
Rice University	Alcohol	Victim & Caller
Rollins College	Any	Victim & Caller
Swarthmore College	Alcohol	Victim
University of Virginia	Alcohol	Victim
University of Texas at Austin	Alcohol	Victim & Caller
Brown University	Any	Victim & Caller
Emerson College	Any	Victim & Caller
Emory University	Any	Victim & Caller
New Mexico State University	Any	Victim & Caller
New York University	Any	Victim & Caller
Palm Beach Atlantic University	Any	Victim
Pepperdine University	Any	Victim & Caller
Rollins College	Any	Victim & Caller
Tulane University	Any	Victim & Caller
University of Florida	Any	Victim & Caller
University of Georgia	Any	Victim & Caller
University of Massachusetts	Any	Victim & Caller
University of Pennsylvania	Any	Victim & Caller
University of Tampa	Any	Victim & Caller
University of Virginia	Alcohol	Victim
Vanderbilt University	Any	Victim & Caller
Vassar College	Any	Victim & Caller
Wellesley College	Any	Victim & Caller
Yale University	Any	Victim & Caller

Resources

Lewis, D. & T. Marchell. (2006). Safety first: A medical amnesty approach to alcohol poisoning at a U.S. university. *International Journal of Drug Policy*, February 2006.

Neumeister, J. (2010). PowerPoint presentation: *Medical Amnesty Policies: Research, Strategies & Implementation*. NASPA Annual Conference: Chicago, IL.

Quotes from Neumeister's PowerPoint:

Protect Students' Health & Safety

▫ **Student Deaths:** From 1999 through 2005:

- 157 college-aged individuals (18-23) drank themselves to death
- Over one-half (83) were under 21
- Average BAC = 0.40
- In "nearly every case" others knew of excessive intoxication, put person to bed, and expected them to "sleep it off"

▫ *Source: Associated Press Investigation (Forliti, 2008)*

Other Purposes & Goals:

- Empower students to help themselves & others
 - Prevent dumping or abandoning of students
 - Promote civility and citizenship (bystander)
 - Promote self-advocacy among students
- Refocus campus culture regarding AOD issues
 - Environmental approaches
 - Risk-avoidance v. no-tolerance
- Increase likelihood of treatment/interventions
for substance abusers

Puckett, Sarah. (2007). University of Virginia Medical Amnesty Policy Survey.

Board of Trustees - CONSENT ITEMS

May 4, 2012

MEMORANDUM

TO: The 64th Student Senate

FROM: Mattie Durham
Senate Administrative Support Assistant

RE: Bills considered Spring Semester 2012

<u>Bill</u>	<u>Description</u>	<u>Action Taken</u>
10	A transfer of \$3,000 from Executive Projects to Executive Expense to enable the Executive to purchase office supplies and pay for any other expenses that may occur.	PASSED 1-25-12 SIGNED SBP 1-30-12 SIGNED VPSA 2-10-12
11	A transfer of \$2,666 from SGA Salary to SGA Accounting Food (\$683) and Expense (\$1,983), to pay for expenses to bring the SGA Assistant Director candidates for interviews.	PASSED 1-25-12 SIGNED SBP 1-30-12 SIGNED VPSA 2-10-12
12	A transfer of \$9,473 from SGA Salary to SGA Salary/OPS Wages to pay for the position at front desk due a vacancy.	PASSED 1-25-12 SIGNED SBP 1-30-12 SIGNED VPSA 2-10-12
13	A revision to the Student Body Statutes Chapters 604.3, 604.5, 604.6 and adding 604.7 and 604.12, to revise the Senior Class Council and adding the Junior and Sophomore Class Councils to the statutes.	PASSED 2-1-12 SIGNED SBP 2-8-12 SIGNED VPSA 2-10-12
14	A revision of \$700 within the Center for Participant Education (CPE) from Food to Clothing and Awards (\$500) and Expense (\$200), to buy t-shirts and office supplies for the office.	PASSED 2-1-12 SIGNED SBP 2-8-12 SIGNED VPSA 2-10-12
15	A transfer of \$1,468 from Senate Projects to SGA Library Account, to purchase ponchos and umbrella bags and stands to pass out to student when it rains.	PASSED 2-15-12 SIGNED SBP 2-20-12 SIGNED VPSA 2-23-12
16	A revision to the Student Body Statutes Chapter 711.C, to clarify the meaning of "no campaign zone" for SGA elections.	PASSED 2-22-12 SIGNED SBP 3-12-12 SIGNED VPSA 3-14-12
17	A revision of \$341.70 within the Black Student Union from Expense to Food, to insure that enough funds are present in the category to fund upcoming programs for Black History Month.	PASSED 2-15-12 SIGNED SBP 2-20-12 SIGNED VPSA 2-22-12

Board of Trustees - CONSENT ITEMS

Memorandum
 Page two
 May 4, 2012

<u>Bill</u>	<u>Description</u>	<u>Action Taken</u>
18	A revision of \$91.00 within the Hispanic Latino Student Union from Contractual Services to Food, to pay for food for the HLSU Gala and other events requiring food.	PASSED 2-22-12 SIGNED SBP 3-1-12 SIGNED VPSA 3-15-12
19	A revision of \$1,000 within the Hispanic Latino Student Union from Contractual Services to Clothing and Awards to help pay for the Gala and to purchase t-shirts for HLSU.	PASSED 2-22-12 SIGNED SBP 3-1-12 SIGNED VPSA 3-5-12
20	A revision of \$2,000 within the Hispanic Latino Student Union from Contractual Services to Expense to provide a cushion for the Gala and El Centro renovations.	PASSED 2-22-12 SIGNED SBP 3-1-12 SIGNED VPSA 3-15-12
21	A revision of \$7,000 within the Office of Servant Leadership from Expense to Contractual Services to help pay for PeaceJam's speaker, Nobel Peace Prize Laureate Jody Williams, to speak at FSU.	PASSED 2-29-12 SIGNED SBP 3-13-12 SIGNED VPSA 3-14-12
22	An allocation of \$13,040 from Senate Projects to The Office of Greek Life Expense to pay for production of <i>The Tomahawk</i> .	PASSED 3-14-12 VETOED SBP 3-21-12 VETO SUSTAINED BY THE SENATE
23	An allocation of \$2,101 from Senate Projects to the The Office of Elections OPS Wages, to provide funding to have a "Special Election" on Wednesday, March 21, 2012.	PASSED 3-14-12 SIGNED SBP 3-15-12 SIGNED VPSA 4-2-12
24	A revision to the Student Body Statutes Chapters 615, 616 and 617, to revise the Homecoming and PowWow Statutes.	PASSED 3-21-12 SIGNED SBP 4-2-12 VETOED VPSA 4-6-12
25	A transfer of \$107,00 from Central Reserves to A&S Fee Recipients to allocate these funds to A&S Fee recipients.	PASSED 4-4-12 SIGNED SBP 4-11-12 SIGNED VPSA NO DATE
26	An allocation of \$600 from Senate Projects to Colombian Student Association to pay for food for their first banquet on April 6, 2012.	WITHDRAWN IN FINANCE 3-22-12.
27	A revision of \$500 within the Office of Servant Leadership from Clothing and Awards to Expense, to help fund TEDx FSU Conference on April 12, 2012 at The Turnbull Center.	PASSED 3-28-12 SIGNED SBP 4-2-12 SIGNED VPSA 4-5-12

Board of Trustees - CONSENT ITEMS

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<u>Bill</u>	<u>Description</u>	<u>Action Taken</u>
28	A revision of \$796.44 within the First Respondent Unit from OCO to Expense to cover upcoming expenses for this fiscal year.	PASSED 3-28-12 SIGNED SBP 4-2-12 SIGNED VPSA 4-5-12
29	An allocation of \$1,150 from Senate Projects to the Center for Participant Education Contractual Services to help bring Vandana Shiva to speak at FSU.	PASSED 3-28-12 SIGNED SBP 4-2-12 SIGNED VPSA NO DATE
30	A revision to the Student Body Statutes Chapter 1009, The PRIDE Student Union, to revise these statutes in an effort to better serve their constituency.	PASSED 4-4-12 SIGNED SBP 4-11-12 SIGNED VPSA 4-16-12
31	A revision of \$250 within the Office of Servant Leadership from Clothing and Awards to Food to provide funds for the Service in the Cinema event.	PASSED 4-4-12 SIGNED SBP 4-9-12 SIGNED VPSA 4-12-12
32	A revision to the Student Body Statutes Chapters 902.3, 902.7 and 908.3, to remove the reCycle Bike Program from the Office of Servant Leadership and place it in the Student Sustainability Initiative statutes.	STILL IN JUDICIARY
33	An allocation of \$13,537 from Senate Projects to University Libraries to have several university libraries open 24-7 during finals week.	PASSED 4-11-12 SIGNED SBP 4-17-12 SIGNED VPSA 4-18-12

Board of Trustees - CONSENT ITEMS

May 7, 2012

MEMORANDUM

TO: 64th Student Senate
FROM: Mattie Durham
Administrative Support Assistant
RE: Resolutions considered Spring Semester 2012

<u>Res.</u>	<u>Description</u>	<u>Action Taken</u>
7	Approving the date for SGA Spring Elections, to take place on Wednesday, February 8, 2012.	PASSED 1-11-12
8	Supporting adding the opinion question on ballot regarding the FSU Enhancement and Opportunity Fee.	PASSED 1-25-12
9	Standing with the Faculty Senate in opposition to the undue influence on academics as established by the current agreement between the Charles G. Koch Charitable Foundation and the FSU Economics Department.	PASSED 3-14-12 ROLL CALL VOTE YES-16, NO-2 ABSTAINED-13
10	Urging the Seminole Boosters and the Florida State University Administration to collectively pay the dues for the Worker's Right Consortium on behalf of the Florida State University.	PASSED 1-25-12
11	Supporting SGA Office of Governmental Affairs Lobbying Agenda for the 2012 Legislative session.	PASSED 1-25-12
12	Approving the use of funds in accordance to the Student Body Statutes for the Black Student Union's Black History Month events.	PASSED 2-8-12
13	Disagreeing with the City of Tallahassee in whole with the lane closures because the plan fails to address the concerns. Agreeing, however, to SGA's proposed alternatives.	PASSED 2-8-12
14	Supporting the initiative for a fifty cent (.50) per credit hour fee that would fund sustainability. Also, requesting the FSU Board of Trustees approve the implementation of the Student Green Fund for the benefit of the student body and the university.	PASSED 2-15-12

Board of Trustees - CONSENT ITEMS

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<u>Res.</u>	<u>Description</u>	<u>Action Taken</u>
15	Giving permission to the Black Student Union to spend more than \$2,000 from Contractual Services to spend on the Celebration of Integration speaker.	PASSED 1-29-12
16	Allowing WVFS V89 to have their event, V89 Vquinox, off campus at the Warehouse on Gaines Street.	PASSED 3-14-12
17	Imploring Governor Rick Scott to veto Senate Bill 1752.	PASSED
18	Allowing the Asian American Student Union to spend more than \$2,000 for two events.	PASSED 3-14-12
19	Approving for PRIDE Student Union to spend over \$2,000 to bring Andrea Gibson to FSU on Saturday, April 14, 2012.	PASSED 3-21-12
20	Approving for Chabad to have their annual Passover Seder off campus on April 6-7, 2012, at the Chabad House on North Meridian Road, in Tallahassee.	PASSED 3-21-12
21	Allowing the Hispanic Student Union to spend more \$2,000 to bring "Platano y Collard Greens", to FSU on April 11, 2012.	PASSED 3-21-12
22	Asking for a thorough investigation concerning the Trayvon Martin case.	PASSED 3-21-12
23	Commending Rabbi Chalom and Esti Loeub for their dedication to FSU and the Tallahassee Community.	PASSED 3-28-12
24	Allowing the PRIDE Student Union to spend over \$2,000 to bring Staceyann Chin to FSU to perform.	PASSED 4-4-12

6C2R-3.004 Student Conduct Code

(1) General Provisions and Hearing Procedures.

(a) Introduction. The Student Conduct Code applies the principles found in the “Statement on Values and Moral Standards at Florida State University” by promoting responsible freedom for all students. Responsible freedom is exercised when actions are directed by ethical standards. This Code seeks to apply the principle of responsible freedom as it guides the conduct of Florida State University students. Moreover, the Code operates as a vehicle for informing students about their rights and responsibilities while reinforcing the development of ethical standards that make responsible freedom possible. The “Statement of Values and Moral Standards at Florida State University” is found in the current FSU Online Student Policy Handbook.

(b) Scope. Florida State University jurisdiction regarding student conduct is generally limited to conduct of any student that occurs on Florida State University premises. In addition, the University reserves the right to impose discipline based on any student conduct, regardless of location, when that conduct may adversely affect the University community or its international programs. The University further reserves the right to restrict contact with specified people when facts and circumstances dictate such action. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by Florida State University. This Student Conduct Code applies to student conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in Oglesby Union and other University rules, regulations, or policies. The processes for adjudicating violations of state and federal law and violations of the Student Conduct Code are separate and may be pursued independently and/or simultaneously.

(c) Authority.

1. Authority for student discipline ultimately rests with the President and the University Board of Trustees, who delegate this authority to the Vice President for Student Affairs (hereinafter “Vice President”). The Vice President delegates this authority to the Dean of Students and to the Director of University Housing. Under the direction of the Dean of Students and the Director of University Housing, the Associate Deans of Students, the Assistant Dean

of Students/Director of the Office of Student Rights and Responsibilities, resident directors/program leaders of international programs, and appropriate University Housing staff are responsible for implementing the student conduct system. Either the President, the Vice President, the Dean of Students (or their designees), or resident directors/program leaders in international programs may take direct jurisdiction of any case due to the inability or disqualification of the appointed hearing officer to serve, or when it is determined by the immediate circumstances that taking direct jurisdiction is in the best interest of the University. The Vice President and the Dean of Students have the authority to designate individuals as hearing or appellate officers, when appropriate.

2. The Vice President (or designee) also has the authority to notify the person listed as the student's emergency contact (or other appropriate person) in case of an emergency involving that student.

3. All hearing bodies have the authority to consult with other appropriate University officials in order to resolve a Student Conduct Code case effectively.

4. Decisions of all the Student Conduct Boards are considered recommendations to the Director of Student Rights and Responsibilities (see (c)7. below).

5. Decisions of administrative hearing panels are recommendations to an Associate Dean of Students, or the designee of the Dean of Students (see (c)7. below).

6. Decisions of the Housing Conduct Board(s) are recommendations to the Assistant Director of Housing, or the designee of the Director of Housing (see (c)7. below).

7. All recommended student conduct decisions must be approved in writing by the appropriate authority (or designee) and only then will be communicated to the student (see (c)3.-6. above). The appropriate authority may adopt or amend the recommended decision, or order a new hearing. Prior to amending or ordering a new hearing, the authority will confer with the appropriate hearing body. Upon approval, the recommended decision becomes a first-level student conduct action.

8. Decisions of all other hearing bodies constitute first-level student conduct actions.

9. If a first-level student conduct action is not appealed as provided herein, that decision becomes final agency action.

10. Appellate officers are listed in Section (3), Appeals. Appellate decisions are considered recommendations to the Vice President and become final agency action upon approval by the Vice President (or designee).

(d) Definitions.

1. Advisor. The term "advisor" means any one person chosen by the charged student, complainant, or any witness to assist throughout the student conduct process, unless service in this capacity would unreasonably conflict with the fair administration of the student conduct process as determined by the Director (or designee) of the Office of Student Rights and Responsibilities.

2. Charged Student. The term "charged student" means any student who has been formally charged with an alleged violation of the Student Conduct Code.

3. Class day. The term "class day" means any day that either classes or final exams are scheduled.

4. Hearing. The term "hearing" means an informal or formal proceeding, conducted by a hearing body in accordance with the Student Conduct Code, at which determinations of responsibility and non-responsibility are made and sanctions imposed.

5. Hearing Body. The term "hearing body" means any person or persons authorized by the Dean of Students or Director of University Housing or as provided for in this Student Conduct Code to conduct hearings to make recommended findings regarding whether a student has violated the Student Conduct Code and to recommend sanctions.

6. On-Campus. The term "on-campus" means all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University, including adjacent streets, sidewalks, and parking lots. See also subsection 11, "University," below.

7. Policy. The term "policy" means the written statements of the University as found in, but not limited to, the Student Conduct Code, the General Bulletin, the Online Student Policy Handbook, the Directory of Classes, the Guide to Residence Living and other written requirements of departments, organizations, and clubs.

8. Preponderance of the Evidence. "Preponderance of the evidence" means that the evidence, as a whole, shows that the fact sought to be proved is more probable than not. This standard shall be used in adjudicating all student conduct cases within this Student Conduct Code.

9. Student. The term "student" means any person who is admitted to and enrolled in any credit-bearing course or program in any school or division of Florida State University, any person who is admitted to the University and is present on campus for the purpose of being enrolled in any University course or program, including Orientation, or any person who has been enrolled in any credit-bearing course or program at the University and continues to be associated with the University, because the student has not completed the course or program in which the student was enrolled. In cases of dual enrollment, jurisdiction over a student's conduct will be determined in consultation with appropriate officials at the student's other institution.

10. Student Defender. The term "Student Defender" means any person provided by the Student Government Association, either through formal appointment or informal referral, to serve as a resource and advisor to the charged student under the authority of FSU Regulation 6C2R-3.006.

11. University. The terms "University" and "University properties" mean Florida State University, including the main campus, all property leased, used or controlled by the University, all branch campuses, facilities and University International Programs' locations. The Student Conduct Code applies to the University as defined herein. Non-substantive procedural modifications that reflect the particular circumstances of each campus and international program are permitted.

12. University Community. The term "University community" includes any person who is a student, faculty member, University official, visitor, contractor, volunteer, representative of the University, or any other person employed by the University.

13. University Official. The term "University official" means any person employed or appointed by the University to perform assigned teaching, research, administrative, professional or other responsibilities.

(e) Violations. The following violations, or the aiding, abetting, conspiring, soliciting, or inciting of, or attempting to commit these violations, constitute violations of the Student Conduct Code.

1. Sexual Misconduct.

a. Any sexual act that occurs without the consent of the victim, or that occurs when the victim is unable to give consent. Consent is defined as the willing and clear participation in the sexual act. Inability to give consent includes but is not limited to situations where the individual is:

i. under the influence of alcohol, drugs or other substances (including but not limited to prescribed medications);

ii. unconscious, asleep, ill or in shock;

iii. under the age of eighteen and therefore legally incapable of giving consent; or

iv. known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to give consent.

Consent is not freely given if no clear verbal consent is given; if the individual is not able to give consent or if consent is achieved through force, threat of force, or coercion. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Consent is not the lack of resistance; there is no duty to fight in order to indicate lack of consent. Consent can be withdrawn at any time, as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.

b. Obscene or indecent behavior, which includes, but is not limited to, exposure of one's sexual organs or the display of sexual behavior that would reasonably be offensive to others.

c. Conduct of a sexual nature that creates an intimidating, hostile, or offensive environment for another person. This includes unwanted, unwelcome, inappropriate, or irrelevant sexual or gender-based behaviors, actions or comments.

2. Endangerment.

a. Physical violence towards another person or group.

b. Action(s) that endanger the health, safety, or well-being of another person or group.

c. Interference with the freedom of another person to move about in a lawful manner.

3. Harassment.

- a. Conduct, not of a sexual nature, that creates an intimidating, hostile, or offensive environment for another person.
- b. Action(s) or statement(s) that threaten harm or intimidate another.
- c. Acts that invade the privacy of another person.
- d. Bullying behavior, defined as: the systematic and chronic infliction of physical hurt or psychological distress by teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, harassment, or destruction of property.
- e. Stalking, defined as: to follow or otherwise contact another person repeatedly, so as to put that person in fear for his or her life or personal safety.

4. Hazing.

a. Hazing is defined as any group or individual action or activity that endangers the mental or physical health or safety or which may demean, disgrace, or degrade any person, regardless of location, intent, or consent of participant(s). Although hazing is generally related to a person's initiation or admission into, or affiliation with, any group or organization, it is not necessary that a person's initiation or continued membership is contingent upon participation in the activity, or that the activity was sanctioned or approved by the organization, for a charge of hazing to be upheld. The actions of active, associate, new, and/or prospective members of an organization may be considered hazing. Hazing includes, but is not limited to:

- i. Unreasonable interference with a student's academic performance
- ii. Forced or coerced consumption of food, alcohol, drugs, or any other substance
- iii. Forced or coerced wearing of apparel which is conspicuous and/or inappropriate
- iv. Forced or coerced exclusion from social contact
- v. Branding
- vi. Creation of unnecessary fatigue (including but not limited to acts that stem from forced physical activity, such as calisthenics and deprivation of sleep)
- vii. Deprivation of food

viii. Beating, whipping, or paddling in any form

ix. Line-ups and berating

x. Physical and/or psychological shocks

xi. Personal servitude

xii. Kidnapping or abandonment

xiii. Unreasonable exposure to the weather

xiv. Any activity that would be viewed by a reasonable person as subjecting any person to embarrassment, degradation or humiliation

xv. Expectation of participation in activities that are unlawful, lewd or in violation of University policy

Please refer to the Florida State University Hazing Policy and Section 1006.63, Florida Statutes, for more details.

5. Retaliation for Reporting Hazing. Retaliating against any individual who reported a hazing violation or suspected hazing violation to University or law enforcement officials.

6. Weapons.

a. On-campus possession or use of firearms, antique firearms, explosives, destructive devices, or other weapons or dangerous articles or substances, including but not limited to non-lethal weapons such as pellet guns, bb guns, paintball markers, slingshots, crossbows, stun guns, Tasers, metallic knuckles, archery equipment, swords, sword canes, ornamental or decorative swords/daggers/knives, or any dangerous chemical or biological agent. Note: This section does not apply to any law enforcement officer who is a student or to any student ROTC member acting under the supervision of an ROTC unit in a manner proscribed by military regulations of the United States Government, or any student whose possession of a weapon as described above is approved by the FSU Police Department for a bona fide educational purpose.

b. Off-campus, unlawful or unauthorized possession or use of firearms, explosives, or other weapons or dangerous articles or substances.

7. Fire and Safety.

a. Inappropriate activation of any emergency warning equipment or the false reporting of any emergency.

b. Unlawful possession, or removal of, damage to, or tampering with fire safety or other emergency warning equipment.

c. Failure to evacuate a University building or facility within a reasonable amount of time after a fire alarm is sounded.

d. Arson, or the setting of any unauthorized fire in or on University property

8. Alcohol, Controlled Substances, and Illegal Drugs.

a. Unlawful possession or use of controlled substances, including prescription medicine belonging to another individual.

b. Possession or use of illegal drugs

c. Purchase, distribution, delivery, or sale of illegal drugs or controlled substances.

d. Possession or use of drug paraphernalia.

e. Possession or consumption of alcohol when under the age of 21 as specified by the State of Florida.

f. Providing alcoholic beverages to an individual who is under the age of 21 as specified by the State of Florida.

g. Driving while under the influence of alcohol or any controlled substances or illegal drugs .

h. Intoxicated behavior.

i. Open house party. An open house party is defined as an event at a residence where hosts, owners, or others in control of the event fail to take reasonable steps to ensure legal compliance, reduce the risk of harm, and ensure the safety of guests (including, but not limited to, removing those in violation or requesting law enforcement to assist) if alcoholic beverages are known to have been consumed at the residence by person/s under the age of twenty-one and/or illegal drugs or controlled substances are unlawfully possessed, distributed or used.

j. Any other violation of the University Alcohol Policy, FSU Regulation 6C2R-6.012,

9. Disruption.

a. Failure to comply with a lawful order of a University official or any non-University law enforcement official.

b. Providing false information to a University official or to a non-University law enforcement official, including student conduct hearing bodies.

c. Acts that impair, interfere with, or obstruct the orderly conduct, processes, and functions of the University or the rights of other members of the University community. This includes acts that occur both inside and outside of the classroom setting and may involve use of electronic or cellular equipment. This also includes behavior off campus during a university sanctioned event or activity or an event where the student serves as a representative of the university (including, but not limited to an organizational leadership role).

d. Commercial solicitation on campus without prior approval from University officials.

e. Acts that disrupt the University student conduct process including attempting to coerce or influence a person regarding their participation in any student conduct proceeding.

10. Misrepresentation or Misuse of Identity or Identification.

a. Permits another person to use his or her identification.

b. Inappropriate use of another person's identification.

c. Impersonation, or misrepresenting the authority to act on behalf of another or the University.

d. Forgery, alteration, or misuse of identification, documents, records, keys, or access codes.

e. Manufacture, distribution, delivery, sale, purchase, possession, or use of false identification.

11. Property.

a. Damage or destruction of public or private property.

b. Theft - without authorization removes or uses the property or services of another person or of the University, with the intent to permanently deprive the person or University of the property.

c. Misappropriation – without authorization temporarily removes or uses the property or services of another person or the University, but without the intent to permanently deprive the person or the University of the property.

d. Receipt, possession, sale, or purchase of property or services that are known or reasonably should have been known to have been stolen.

e. Enters or uses the property or facilities of the University or of another person without the proper consent or authorization.

12. Computers.

- a. Unauthorized access or entry into a computer, computer system, network, software, or data.
- b. Unauthorized alteration of computer equipment, software, network, or data.
- c. Unauthorized downloading, copying, or distribution of computer software or data.
- d. Any other act that violates Florida law or the Florida State University Policies And Responsibilities for Use Of Campus Computer And Network Resources.

13. Recording of Images without Consent. Using electronic or other means to make a video or photographic record of any person where there is a reasonable expectation of privacy without the person's consent and when such a recording is likely to cause injury, distress, or damage to reputation. This includes, but is not limited to, taking video or photographic images in shower/locker rooms, residence hall rooms, and restrooms. The sharing and/or distributing of such unauthorized records by any means is also prohibited.

14. Recording of Oral Communications without Consent. Acquires, by listening or by recording using any device, any wire, oral, or electronic communication, when such communication is uttered by a person exhibiting an expectation that such communication is not subject to interception under circumstances justifying such expectation (i.e., in a situation in which the person has a reasonable expectation of privacy), and the person has not given consent to the acquisition or recording of the communication.

15. Gambling. Engages in or offers games of chance for money or other gain in violation of the laws of the State of Florida.

16. Other Violations.

- a. Violation of Federal or State law or local ordinance.
- b. Violation of any Florida Board of Governors Regulation.
- c. Aids, abets, conspires, solicits, incites, or attempts to commit, any other violation of Federal law, State law, or local ordinance.
- d. Violation of any other University regulation or policy as described in the FSU General Bulletin, University Housing contract, University Housing Publication - Graduate/Undergraduate, The Guide to Residence Living, other University Housing publications, the FSU Online Student Policy Handbook, the official FSU website, Student

Activities and Organizational Policies (Student Organizational Manual or other University policies and Student Organization Advisor's Manual), or other University policies directly related to departments, organizations or clubs.

e. Violation of the Academic Honor Policy when the student is not currently enrolled in the related course or when the incident cannot otherwise be processed under the Academic Honor Policy. Refer to the Academic Honor Policy for violations and descriptions.

(f) Students' Rights.

1. Notice: Charged students will be given written notice of the Student Conduct Code charge(s) and the allegations upon which the charge(s) is/are based.

2. Hearing: Students will be given an opportunity to present information, including witness testimony and/or statements, during a fair and impartial hearing.

(A more complete description of the procedures utilized to implement these rights is found in Section (g), Procedures.)

(g) Procedures. The Office of Student Rights and Responsibilities and University Housing are charged with implementing the Student Conduct Code in ways that are congruent with the FSU "Statement on Values and Moral Standards" and with all applicable laws and regulations. The procedures implemented by these offices will be consistent with all appropriate due process rights accorded to students in University student conduct code proceedings.

1. Charges. A review for possible charges may be initiated in the following ways:

a. Filing a police report with the FSU Police Department or requesting that a report from another law enforcement agency be sent to the FSU Police Department.

b. Providing a signed statement to the Office of Student Rights and Responsibilities or University Housing. All information will then be reviewed by an appropriate staff member in the Office of Student Rights and Responsibilities or University Housing to determine whether Student Conduct Code charges will be filed or if

alternative action, including mediation, is appropriate. When practicable, reports should be submitted to either law enforcement or the appropriate administrator in a timely manner.

i. Formal Student Conduct Code charges may be filed at the completion of all law enforcement investigations or as soon as practicable, even if a law enforcement investigation or criminal proceeding is ongoing.

2. Notice. The written notice given to any charged student will include the following:

a. Sufficient detail to prepare a defense (including source of information, alleged violation, and specific Student Conduct Code charges).

b. An invitation to attend an information session, during which the student may view all materials related to the case, receive instruction regarding the student conduct process and the student's rights, and confirm the forum in which the case will be heard.

c. Notice of a formal hearing will occur at least five (5) class days prior to the hearing of the case. Informal hearings will be scheduled at the convenience of the charged student and the hearing body.

d. Parent(s) of any student under the age of eighteen at the time of the alleged violation may also be notified of pending charges.

e. The Office of Student Rights and Responsibilities or University Housing may place a conduct hold on the records and registration of any student who fails to address the Student Conduct Code charges in a timely manner. Any pending conduct matters must be resolved prior to a student's graduation, the release of transcripts, transfer of credits to another institution, or re-enrollment at the University.

f. The contact information on file with the University Registrar's Office will be used for all student conduct notices sent to the charged student.

3. Hearing Bodies and Authorities. Any specific procedures used by hearing bodies will comply with the requirements of this Student Conduct Code. The range of available hearing bodies may differ on branch campuses or International Programs.

a. The Director of Student Rights and Responsibilities (and designee(s)) may conduct both informal and formal hearings.

b. A hearing officer designated by the Dean of Students may conduct both informal and formal hearings.

c. The Dean of Students and Associate Deans of Students may conduct both informal and formal hearings.

d. The Student Conduct Board may conduct both informal and formal hearings. Panels are composed of five (5) Student Conduct Board members selected by the Office of Student Rights and Responsibilities. In times of limited student availability or when conflicts are identified, hearings may proceed with less than five (5), but not less than three (3), Student Conduct Board members.

e. An Administrative Hearing Panel may conduct formal hearings. Panels are composed of one (1) faculty member, one (1) staff member, both designated by the Dean of Students (or designee), and two (2) Student Conduct Board members. In times of limited student availability, panels may proceed with one (1) Student Conduct Board member with approval from the Office of Student Rights and Responsibilities and consent of the charged student and complainant (if any).

f. University Housing hearing officers (Director, Associate Director, Assistant Directors and designees) may conduct both informal and formal hearings regarding cases arising in University Housing in which the charged student is a resident of University Housing.

g. University Housing Conduct Board(s) may conduct formal hearings regarding cases arising in University Housing in which the charged student is a resident of University Housing. Panels are composed of five (5) University Housing Conduct Board members, all of whom are students currently living on campus. In times of limited student availability or when conflicts are identified, hearings may proceed with less than five (5), but not less than three (3), University Housing Conduct Board members.

4. Choice of Hearing Type and Hearing Body. Charged students may request both the hearing type and the hearing body to adjudicate their case subject to the restrictions stated in Section (g)3., above. Further restrictions to that choice include:

a. When it is determined that a case requires a formal record of proceedings, a formal hearing may be chosen by the Dean of Students (or designee).

b. When two or more individual cases stem from the same incident, those cases should typically be heard by the same hearing body. In such cases, the Director of Student Rights and Responsibilities (or designee) may either pre-select the hearing type and hearing body or consult with the students involved before making the decision.

c. The Dean of Students or Director of University Housing (or designee) reserves the right to select the appropriate hearing type and body for other administrative or case-related reasons.

d. During time periods in which any of the hearing bodies are not officially constituted, the Dean of Students or Director of University Housing (or designee) may select an appropriate alternative as the hearing body.

5. Types of Hearings. Two distinct types of hearings are provided for by the Student Conduct Code. Informal hearings are held when cases involve few or no disputed questions of fact and possible sanctions do not include separation from the University. Formal hearings are held when cases involve disputed questions of fact or serious alleged violations of the Student Conduct Code (i.e., violations that could lead to separation of the charged student from the University).

a. Formal Hearings:

i. Require the hearing body to call appropriate witnesses or obtain witness statements, reports, or other information in support of the charges.

ii. Will be held no sooner than five (5) class days after notice is received by the charged student. The student may submit a written request to hold the hearing before the five (5) class days. The request will be considered and acted upon by the Office of Student Rights and Responsibilities.

iii. Will be audio recorded. This recording will serve as the official record of the proceedings.

iv. A formal decision letter will be sent to the student within ten (10) class days from the conclusion of the hearing. This time limit may be extended if additional consideration of evidence and deliberation is required.

v. The following order of presentation is recommended for use in formal hearings. The hearing body may change the order if deemed appropriate, including modifications in accordance with the Student Conduct Code Statement of Complainant's Rights.

(A) Presentation of formal charges.

(B) Opening statement by the University, followed by the opening statement of the charged student.

Either party may waive the right to provide an opening statement.

(C) Presentation of evidence and witnesses by the University, followed by questioning of those witnesses by the hearing body and the charged student. Witnesses are then dismissed.

(D) Presentation of evidence and witnesses by the charged student, followed by questioning of those witnesses by the charged student and the hearing body. Witnesses are then dismissed.

(E) Questions directed to the charged student by the hearing body.

(F) Closing statement by the University, followed by the closing statement of the charged student.

Either party may waive the right to provide a closing statement.

b. Informal hearings:

i. The University does not automatically call witnesses to support the charges, although the hearing body may gather any additional information needed, including calling witnesses. The charged student will be informed of any additional information gathered by the hearing body. The charged student may call witnesses and present evidence.

ii. Are scheduled at the convenience of both the charged student and the hearing body.

iii. Brief written decisions (including findings of fact) will serve as records of informal hearings and will be communicated within ten (10) class days of the hearing body's final meeting with the student. This time limit may be extended if additional consideration of evidence and deliberations are required.

6. Hearing. Hearings will follow these guidelines:

a. All hearings will be fair and impartial and will use a reasonable person standard when assessing whether the information presented constitutes a preponderance of the evidence. A charged student may submit a challenge to the impartiality of any member of a hearing body to the Office of Student Rights and Responsibilities or the hearing body. Decisions on challenges shall be final and not subject to appeal.

b. A charged student will have the opportunity to present evidence on his or her behalf, including presenting witnesses, if available, and/or signed, written statements from witnesses, and other documentary evidence.

Witness testimony is not required and the inability of the charged student to question a witness who has provided a

written statement is not a violation of the due process rights of the charged student, as the charged student has the opportunity to review and respond to the written statement and may offer evidence to rebut the witness statement and other evidence presented at the hearing. Witness statements are entitled to be given the same weight by the hearing body as live witness testimony. Witness statements need not be sworn or in affidavit form.

c. The charged student, complainant, and any witnesses may be accompanied during the hearing by an advisor. According to FSU Regulation 6C2R-3.006, the Student Defender may serve as an advisor. Students are required to address the hearing body in person, on their own behalf, although they may consult with their advisor during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. The advisor shall not speak on behalf of the student unless expressly authorized to do so by the hearing body. The charged student, complainant, and any witnesses shall provide the advisor's name in writing to the Office of Student Rights and Responsibilities or University Housing two (2) class days prior to the hearing. The advisor may not serve as a witness.

d. A student may choose not to answer any and all questions posed by a hearing body.

e. The burden of proof at a first-level hearing always rests with the University. The standard of proof will be the preponderance of the evidence, meaning that the evidence, as a whole, shows that the fact sought to be proved is more probable than not.

f. The formal rules of evidence do not apply to Student Conduct Code proceedings.

g. All individual hearings will be conducted in private. If the charged student wants to have the hearing open, the charged student must submit a written request for a public hearing to the Director of the Office of Student Rights and Responsibilities or University Housing at least three class days prior to the hearing. Charges involving alleged sexual misconduct will not be heard in public without prior written consent of all complainants. After receiving the consent of all complainants in the case, the Director of the Office of Student Rights and Responsibilities may open the hearing to the public. If the hearing is made public, there is no requirement to obtain a larger hearing room to accommodate members of the public, so long as one (1) member of the public may be present.

h. Appropriate witnesses will be called by the University to all formal hearings (see below for a description of formal versus informal hearings). Those witnesses who appear may be cross-examined by the charged student. If called witnesses do not appear, their written or taped statements may be considered by the hearing body. In some cases, student witnesses who fail to appear may be charged with a violation of the Student Conduct Code. Appropriate witnesses may also be called by the charged student to all hearings, provided they are reasonably available and do not disrupt or delay the hearing. In the event a witness is not reasonably available or the witness's presence may disrupt the hearing, a written statement from the witness may be substituted. Witness statements need not be sworn or in affidavit form.

i. Hearings may be held in the charged student's absence if the charged student fails to appear after proper notice or fails to cooperate in the Student Conduct Code process.

j. Prior records of student conduct action and witness/complainant impact statements are considered by the hearing body only in the sanctioning phase of deliberations.

k. The hearing body's determination of "responsible" or "not responsible" will be based solely on the information presented at the hearing. However, when additional information that affects this determination is gathered outside the hearing, it may be used provided it is shared with the charged student and the student has an opportunity to respond to the information. In cases involving multiple students charged, information provided at one hearing may be used as evidence in the related case(s).

l. To request the cancellation of a previously scheduled formal hearing, the charged student must submit a written statement to the Office of Student Rights and Responsibilities five (5) class days prior to the hearing date. At the discretion of the Director of the Office of Student Rights and Responsibilities (or designee), the hearing may be rescheduled or conducted in the charged student's absence.

m. All first-level recommended decisions will be communicated in writing to the charged student and will include the findings of fact, determination of responsibility, sanctions (if applicable), and notice of appellate rights.

(h) Complainants' Rights. The University provides the following rights to the complainant. The cases to which these rights may apply include but are not limited to sexual misconduct, endangerment, harassment, stalking and

hazing. Complainants must notify the Director of the Office of Student Rights and Responsibilities or University Housing at least two (2) class days prior to the scheduled hearing, if they wish to exercise any of the following rights listed in this section:

1. To have his or her unrelated past behavior excluded from the hearing. The hearing body will decide if such information is unrelated. The past sexual history of the complainant is not relevant, unless deemed essential by the hearing body to protect fundamental due process.

2. To attend an information session, during which time the complainant can view all materials related to the case and receive instruction regarding the disciplinary process and the charged student's and complainant's rights. The University shall provide notice to the complainant of these rights at least five (5) class days prior to a student conduct hearing.

3. To have an advisor accompany the complainant when presenting information to the hearing body and to any other relevant meetings held throughout the disciplinary process.

4. To present evidence including presenting witnesses and/or signed written statements, as well as other relevant reports and documentary evidence.

5. To question the charged student and witnesses during the hearing. Questions to the charged student will first be posed to the hearing body, and depending on the case, the hearing body will pose the questions to the charged student.

6. To submit an impact statement to the Office of Student Rights and Responsibilities or University Housing. This information will be used only in the sanctioning phase of deliberations, if the charged student is found responsible for the charge(s). The charged student may request to view the impact statement. The request will be considered by the Director of Student Rights and Responsibilities or University Housing in consultation with the complainant.

7. To request to testify in a separate room from the charged student so long as the process does not unduly compromise the charged student's fundamental due process right to question the witness.

8. To request to be present throughout the entire hearing, or portions thereof. This option will be considered by the hearing body, and its decision shall be final and not subject to appeal.

9. To be notified of the status and outcome of the student conduct code process at the first hearing level and final outcome to the extent that the outcome directly relates to the complainant and the notification does not violate the privacy rights of the charged student.

10. To appeal any first-level decision, provided that one or more of the reasons for appeal listed in (3)(c) is relevant to the case. On appeal, the burden of proof rests with the complainant to show clearly that an error substantially affecting the outcome of the proceedings, or constituting a fundamental due process right of the complainant, has occurred during the first level hearing process. The appellate body varies depending on the initial hearing body and is outlined in Section (3), Appeals. All appellate decisions are considered recommended decisions to the Vice President (or designee). See Section (3), Appeals.

(2) Sanctions. In light of the facts and circumstances of each case, the following sanctions, or combination of sanctions (with or without appropriate modifications) may be imposed upon any individual student found to have violated the Student Conduct Code. Certain sanctions may result in a financial cost to the student. If a student does not complete a sanction by the required deadline, a hold may be placed on the student's record. Decisions regarding falsification of admission or readmission information may be forwarded to the appropriate office for review of the application and appropriate action regarding admission.

(a) Reprimand (written or verbal).

(b) Service Hours - Completion of tasks under the supervision of a University department or outside agency.

(c) Educational Activities - Attendance at educational programs, interviews with appropriate officials, planning and implementing educational programs, or other educational activities.

(d) Counseling Assessment - Referral for assessment at a counseling center for alcohol/drug dependence, general mental health, or other counseling issues.

(e) Restitution - Only in cases involving University property. Restitution must be submitted to the appropriate University department in a manner that is approved by that University department.

(f) Conduct Probation - A period of time during which any further violations of the Student Conduct Code may result in more serious sanctions being imposed. Some of the restrictions that may be placed on the student during the probationary period include, but are not limited to: participation in student activities, representation of the University on athletic teams or in other leadership positions, entrance into University residence halls or other areas of campus, or contact with another specified person(s).

(g) Disciplinary Probation - A period of time during which any further violation of the Student Conduct Code puts the student's status with the University in jeopardy. If the student is found "responsible" for another violation of the Code during the period of Disciplinary Probation, serious consideration will be given to imposing a sanction of Suspension, Dismissal, or Expulsion from the University. Some of the restrictions that may be placed on the student during the probationary period include, but are not limited to, participation in University or student activities, representation of the University on athletic teams or in other leadership positions, entrance into University residence halls or other areas of campus, or contact with another specified person(s).

(h) Change in University Housing assignment.

(i) Exclusion (either temporary or permanent) from University Housing.

(j) Suspension - Separation from the University for a specified period, not to exceed two (2) years. This may include restricted access to campus and/or other specified activities.

(k) Dismissal - Separation from the University for at least two years and up to seven years. Readmission is possible but not guaranteed and will only be considered after the two to seven year time allotted from the effective date of the dismissal, based on meeting all readmission criteria and obtaining clearance from the Dean of Students or designee. This may include restricted access to campus and/or other specified activities.

(l) Expulsion - Separation from the University without the possibility of readmission. This may include restricted access to campus and/or other specified activities.

(m) Withholding of diplomas, transcripts, or other records.

(n) Transcript Notations - a written notation indicating that student conduct action was taken. This sanction may be applied only in cases in which the student has been permanently separated (i.e., expelled) from the University.

(o) Restrictions on contact with specified people.

(3) Appeals. An appeal may be requested on any first-level decision, provided that one or more of the reasons for appeal listed in Section (3)(c) is relevant to the case. On appeal, the burden of proof rests with the student to show clearly that a fundamental due process error that would substantially impact the outcome of the hearing has occurred during the first level hearing process. The appellate body varies depending on the initial hearing body and is outlined below. All appellate decisions are considered recommended decisions to the Vice President (or designee).

In the event that an incident involves a complainant (including but not limited cases involving allegations of sexual misconduct, endangerment, harassment, stalking and hazing), both the charged student and the complainant have the right to appeal the first-level decision. In the event that both parties submit an appeal request within the stated timeframe (see (b)1. below), one appellate officer will be assigned and one appeal hearing will be conducted (see (a) below). Both parties will be provided the opportunity to attend the appeal hearing and the appeal decision outcome will be communicated to both parties. If the charged student appeals, the complainant will be notified of the appeal, will be provided the opportunity to attend the appeal hearing and will be notified of the appeal outcome. If the complainant appeals, the charged student will be notified of the appeal, will be provided the opportunity to attend the appeal hearing and will be notified of the appeal outcome.

(a) Appellate Officers.

1. Recommended decisions of the Student Conduct Board may be appealed to the Dean of Students (or designee).

2. Recommended decisions of the Housing Conduct Board may be appealed to the Director of University Housing (or designee).

3. Recommended decisions of Administrative Hearing Panels may be appealed to the Dean of Students (or designee).

4. Recommended decisions of the Director of the Office of Student Rights and Responsibilities (and designees) may be appealed to the Dean of Students (or designee).

5. Recommended decisions of other hearing officers appointed by the Dean of Students may be appealed to the Dean of Students (or designee, including a panel).

6. Recommended decisions of hearing officers appointed by the Director of University Housing may be appealed to the Director of University Housing (or designee).

7. Recommended decisions of the Dean of Students may be appealed to the Vice President (or designee).

(b) Appeal Requests.

1. A written request shall be submitted to the Office of Student Rights and Responsibilities or University Housing within five (5) class days after the student is notified of the initial hearing decision.

2. The request shall state the reason(s) for appeal (see (c) below), the supporting facts, and the recommended way to correct the error.

(c) Appeals are not opportunities for full rehearings of cases already decided. Appeal considerations are limited to:

1. Due process errors involving violations of a charged student's fundamental due process rights (see Section (1)(f)) or a complainant's rights (see Section (1)(h)) that substantially affected the outcome of the initial hearing.

2. Demonstrated prejudice against any party by the person presiding over the hearing. Such prejudice must be evidenced by a conflict of interest, bias, pressure, or influence that precluded a fair and impartial hearing.

3. Newly discovered, relevant information that was not reasonably available at the time of the original hearing and that would have substantially affected the outcome of the original hearing.

4. A sanction that is extraordinarily disproportionate to the violation committed.

5. The preponderance of the evidence presented at the hearing does not support the finding with regard to responsibility. Appeals based on this consideration will be limited solely to a review of the record of the first-level hearing, except newly discovered evidence under Section (c)3. above may also be considered.

(d) Appellate Review.

1. Will involve an initial file review by the appellate officer. The appellate officer may make a determination based solely on this review. The outcome of the file review may become the official decision (see Section (e) below regarding appellate decisions).

2. If the appellate officer determines a need for additional information, that officer may request written materials and/or an appeal hearing with the charged student and/or complainant (see Sections 3-7 below).

3. If deemed necessary, an appeal hearing will be scheduled within ten (10) class days of receiving the written request for appeal.

4. If deemed necessary, an appeal hearing will involve hearing the charged student and/or complainant and any witnesses called by the student and/or complainant; the appellate officer may determine whether there is a need to call any further witnesses or gather additional information.

5. An appeal hearing will be audio recorded; this recording will serve as the official record of the hearing.

6. The charged student and/or complainant will be afforded the opportunity to bring an advisor to the appellate hearing.

7. All hearings will be fair and impartial. The charged student and/or complainant may submit a written challenge to the impartiality of any appellate officer to the Office of Student Rights and Responsibilities or University Housing.

8. If the charged student and/or complainant fails to appear at the scheduled appeal hearing after proper notice or otherwise fails to cooperate with the Student Conduct Code process, the hearing may still be held in their absence.

(e) Appellate Recommendations and Decisions.

1. The appellate officer may recommend to affirm, modify, or reverse the first-level decision; or order that a new hearing be held. The appellate officer may not modify or reverse a finding of “not responsible,” but may recommend that the finding be set aside and a new hearing be held.

2. All appellate recommendations are transmitted to the Vice President. The Vice President (or designee) has the right to affirm, modify, or reverse the recommendation, or to order a new hearing.

3. The final decision is communicated in writing within fifteen (15) class days of an appellate hearing. This time period may be extended if necessary for consideration of the record on appeal.

4. Once approved by the Vice President (or designee), appellate recommendations become final agency action. Final agency action decisions may be appealed by writ of certiorari to the Second Judicial Circuit in and for Leon County, Florida.

5. Except in the case of an interim disciplinary action pursuant to Section (5) below, the charged student's status will remain unchanged until the appellate process is final.

(4) Records.

(a) Records of all student conduct cases will be maintained in the Office of Student Rights and Responsibilities or in University Housing. Records which result in a finding of not responsible or result in suspension or a less severe sanction shall be destroyed in compliance with Florida Public Records law. Dismissal records shall be permanently retained as official records, unless the student is readmitted and successfully completes a degree, at which point the record should be removed five years beyond the date of readmission. Expulsion records shall not be removed from the official files under any circumstances. Any records kept beyond these limits for statistical purposes will not be considered or released as official student conduct records.

(b) The release of student conduct records will be governed by applicable federal and state laws regarding the privacy of education records. General information regarding the outcome of student conduct proceedings (without identifying information) may be released to the public.

(c) Recordings of hearings may be reviewed at the Office of Student Rights and Responsibilities. The Office of Student Rights and Responsibilities may require the reviewer to sign a confidentiality agreement as a condition of

the review. Copies of recordings are not available unless all parties and witnesses have provided written confidentiality waivers.

(d) Transcripts of recorded hearings will not be prepared by the University. Any person desiring a transcript of a recorded hearing should contact the Office of the General Counsel, which will arrange for the preparation of the transcript by a court reporting service. The court reporting service will provide the transcript to the Office of the General Counsel, which will perform a confidentiality review of the transcript and redact any confidential or exempt information pursuant to state or federal law. The requestor shall bear the cost of the transcript preparation and confidentiality review.

(5) Interim Disciplinary Action. Based upon a student's alleged behavior, the Vice President, the Dean of Students, (or their designee(s)) may impose an interim disciplinary action prior to the initiation of formal charges under the Student Conduct Code or to a student's hearing on the facts of the case.

(a) When the student's actions/behaviors affect the safety, health, or general welfare of a student and/or the University community, an interim disciplinary action may also include prohibiting the student from being on University property, attending classes, attending programs and activities, and using University facilities.

(b) The interim disciplinary action may include notification of appropriate faculty and staff, and restrictions including but not limited to, suspension, limited class attendance, use of University facilities, participation in student activities, representation of the University on athletic teams or in other leadership positions, entrance into University residence halls or other areas controlled, leased or used by the University, or contact with specified person(s).

(c) An interim disciplinary action requires that the student be notified in writing.

(d) The University or the student may request a meeting to discuss the restrictions imposed by the interim disciplinary action. The student's request must be in writing to the Dean of Students.

(e) If a meeting is requested on the interim disciplinary action, a meeting will be scheduled within three (3) class days of the receipt of a written request. The Dean of Students (or designee) will conduct the meeting. The

student will be notified of the outcome of the meeting in writing. The written notification of the outcome is final as to the interim disciplinary action, pending the final results of the Student Conduct Code process.

(f) Formal student conduct charges may be filed at the completion of all law enforcement investigations or as soon as practicable, even if law enforcement investigations or criminal proceedings are ongoing.

Specific Authority BOG Regulations 1.001(3)(a), (j), and (4) (a), 6.0105. Law Implemented 1011.48 FS History—
New 6-10-86; Revised _____.

6C2R-30041 Student Organization Conduct Code

(1) General Provisions and Hearing Procedures.

(a) Introduction. The Student Organization Conduct Code applies the principles found in the “Statement on Values and Moral Standards at Florida State University” to student organizations through which students act and conduct their collective interests and activities. Recognized student organizations enjoy substantial privileges throughout the University community and beyond and must be held to the same standard of conduct as individual students. The Student Organization Conduct Code promotes responsible freedom for all students. Responsible freedom is exercised when actions are directed by ethical standards. This Code seeks to apply the principle of responsible freedom as it guides the conduct of Florida State University student organizations. Moreover, the Code operates as a vehicle for informing student organizations about their rights and responsibilities while reinforcing the development of ethical standards that make responsible freedom possible. The “Statement of Values and Moral Standards at Florida State University” is found in the current FSU Online Student Policy Handbook.

(b) Scope. Florida State University jurisdiction regarding student organization conduct includes conduct of any recognized student organization that occurs on Florida State University premises. In addition, the University reserves the right to examine conduct, regardless of location, when that conduct may adversely affect the University community or its international programs. The University reserves the right to restrict contact with specified people when the facts and circumstances dictate such action. The right of all students to seek knowledge, debate ideas, form opinions, and freely express their ideas is fully recognized by Florida State University. This Student Organization Conduct Code applies to student organization conduct and will not be used to impose discipline for the lawful expression of ideas. Specific restrictions on time and place of meetings and assemblies are found in Oglesby Union and other University rules, regulations, or policies. The processes for adjudicating violations of state and federal law and violations of the Student Organization Conduct Code are separate and may be pursued independently and/or simultaneously.

(c) Authority.

1. Authority for student organization discipline ultimately rests with the President and the University Board of Trustees, who delegates this authority to the Vice President for Student Affairs (hereinafter "Vice President"). The Vice President delegates this authority to the Dean of Students and the Assistant Dean of Students/Director of the Office of Student Rights and Responsibilities. The Vice President and the Dean of Students have the authority to designate individuals as hearing or appellate officers when appropriate.

2. The Vice President (or designee) also has the authority to notify the person listed as the student organization's emergency contact (or other appropriate person) in case of an emergency involving that student organization.

3. All hearing bodies have the authority to consult with other appropriate University officials in order to resolve a Student Organization Conduct Code case effectively.

4. Decisions of all the Student Conduct Boards and Greek Conduct Boards are considered recommendations to the Director of the Office of Student Rights and Responsibilities (see Section 7 below).

5. All recommended student organization conduct decisions must be approved in writing by the appropriate authority (or designee) and only then will be communicated to the student organization (see Sections 3-6 above). The appropriate authority may adopt or amend the recommended decision, or order a new hearing. Prior to amending or ordering a new hearing, the authority will confer with the appropriate hearing body. Upon approval, the recommended decision becomes a first-level student conduct action.

6. Decisions of all other hearing bodies constitute first-level student organization conduct actions.

7. If a first-level student organization conduct action is not appealed as provided herein, that decision becomes final agency action.

8. Appellate officers are listed in Section (3), Appeals. Appellate decisions are considered recommendations to the Vice President and become final agency action upon approval by the Vice President (or designee).

(d) Definitions.

1. Advisor. The term "advisor" means any one person chosen by the student president of the organization or designee or any witness to assist throughout the student organization conduct process, unless service in this

capacity would unreasonably conflict with the fair administration of the student organization conduct process as determined by the Director (or designee) of the Office of Student Rights and Responsibilities.

2. Charged Student Organization. The term "charged student organization" means any student organization as defined below that is the subject of charges under the Student Organization Conduct Code. .

3. Class day. The term "class day" means any day that either classes or final exams are scheduled.

4. Hearing. The term "hearing" means an informal or formal proceeding, conducted by a hearing body in accordance with the Student Organization Conduct Code, at which determinations of responsibility and non-responsibility are made and sanctions imposed.

5. Hearing Body. The term "hearing body" means any person or persons authorized by the Dean of Students to conduct hearings to make recommended findings as to whether a student organization has violated the Student Organization Conduct Code and to recommend sanctions.

6. On-Campus. The term "on-campus" means all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University, including adjacent streets, sidewalks, and parking lots. See also subsection 12, "University," below.

7. Policy. The term "policy" means the written statements of the University as found in, but not limited to, the Student Conduct Code, Student Organization Conduct Code, the General Bulletin, the Online Student Policy Handbook, the Directory of Classes, the Guide to Residence Living and other written requirements of departments, organizations, and clubs.

8. Preponderance of the Evidence. "Preponderance of the evidence" means that the evidence, as a whole, shows that the fact sought to be proved is more probable than not. This standard shall be used in adjudicating all conduct cases within this Student Organization Conduct Code.

9. Student. The term "student" means any person who is admitted to and enrolled in any credit-bearing course or program in any school or division of Florida State University, any person who is admitted to the University and is present on campus for the purpose of being enrolled in any University course or program, including Orientation, or any person who has been enrolled in any credit-bearing course or program at the University and continues to be

associated with the University because the student has not completed the course or program in which the student was enrolled. In cases of dual enrollment, jurisdiction over a student's conduct will be determined in consultation with appropriate officials at the student's other institution

10. Student Defender. The term "Student Defender" means any person provided by the Student Government Association, either through formal appointment or informal referral, to serve as a resource and advisor to the charged student organization under the authority of FSU Regulation 6C2R-3.006.

11. Student Organization. The term "student organization" means any student organization that is officially recognized by the University. The student president (or designee who is mutually agreed upon by the University) of the organization represents the organization throughout the Student Organization Conduct Code process and shall be the person designated to receive any notice for the student organization or to take action required of the student organization as provided by this Student Organization Conduct Code.

12. University. The terms "University" and "University properties" mean Florida State University, including the main campus, all property leased, used or controlled by the University, all branch campuses, facilities and University International Programs' locations. The Student Organization Conduct Code applies to the University as defined herein. Non-substantive procedural modifications that reflect the particular circumstances of each campus and international program are permitted.

13. University Community. The term "University community" includes any person who is a student, faculty member, University official, visitor, contractor, volunteer, representative of the University, or any other person employed by the University. It also includes registered student organizations and their members (active or inactive), officers, guests, contractors, and agents.

14. University Official. The term "University official" means any person employed or appointed by the University to perform assigned teaching, research, administrative, professional or other responsibilities.

(e) Group Responsibility. Any student organization can be held responsible for its actions or the actions of one or more of its members, active or inactive, guests, contractors, and agents. Every organization has the duty to take all reasonable steps to prevent violations of University regulations and state laws growing out of or related to the

activities of the organization. To this end, each organization is expected to educate its members regarding their risk management policy and all applicable University policies and state laws.

1. In determining whether a group may be held collectively responsible for the individual actions of its members, guests, contractors, and/or agents, all of the available factors and circumstances surrounding the specific incident will be reviewed and evaluated. There is no minimum number of group members who must be involved in an incident to determine group responsibility. A student organization may be subject to discipline for activities not sponsored by the student organization where the majority of the persons present or responsible for the activity are members or guests of members of the student organization.

2. Misconduct on the part of the organization may be addressed when one or more of the following factors exist:

a. Members of the organization, or its alumni, former members, agents, contractors, or guests act together to violate the Student Conduct Code or Student Organization Conduct Code;

b. One or more officers or members of an organization are present at an organization-sponsored, financed or otherwise supported activity or event or has knowledge of the event, planned unlawful conduct and/or conduct in violation of the Student Conduct Code or the Student Organization Conduct Code before it occurs and fails to take preventative or corrective action or fails to stop unlawful behavior while it is occurring at such event;

c. A violation occurs on premises and/or transportation owned, operated, or rented exclusively by the student organization;

d. A pattern of individual violations has occurred and/or continues to occur without adequate control, response, or sanction on the part of the student organization or its leaders;

e. The student organization or related activities provided the context for the violation; or

f. The student organization chooses to protect one or more individuals in violation who are members, alumni, former members, agents, contractors, or guests of the student organization from official actions.

(f) Violations. The following violations, or the aiding, abetting, conspiring, soliciting, inciting of, or attempting to commit these violations, constitute violations of the Student Organization Conduct Code.

1. Sexual Misconduct.

a. Any sexual act that occurs without the consent of the victim, or that occurs when the victim is unable to give consent. Consent is defined as the willing and clear participation in the sexual act. Inability to give consent includes but is not limited to situations where the individual is:

- i. under the influence of alcohol, drugs or other substances (including but not limited to prescribed medications);
- ii. unconscious, asleep, ill or in shock;
- iii. under the age of eighteen and therefore legally incapable of giving consent; or
- iv. known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to give consent.

Consent is not freely given if no clear verbal consent is given; if the individual is not able to give consent or if consent is achieved through force, threat of force, or coercion. Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Consent is not the lack of resistance; there is no duty to fight in order to indicate lack of consent. Consent can be withdrawn at anytime, as long as the withdrawal is clearly communicated by the person withdrawing consent through words or actions.

b. Obscene or indecent behavior, which includes, but is not limited to, exposure of one's sexual organs or the display of sexual behavior that would reasonably be offensive to others.

c. Conduct of a sexual nature that creates an intimidating, hostile, or offensive environment for another person. This includes unwanted, unwelcome, inappropriate, or irrelevant sexual or gender-based behaviors, actions or comments.

2. Endangerment.

- a. Physical violence towards another person or group.
- b. Action(s) that endanger the health, safety, or well-being of another person or group.
- c. Interference with the freedom of another person to move about in a lawful manner.

3. Harassment.

a. Conduct, not of a sexual nature, that creates an intimidating, hostile, or offensive environment for another person.

b. Action(s) or statement(s) that threaten harm or intimidate another.

c. Acts that invade the privacy of another person.

d. Bullying behavior, defined as: the systematic and chronic infliction of physical hurt or psychological distress by teasing, social exclusion, threat, intimidation, stalking, physical violence, theft, harassment, or destruction of property.

e. Stalking, defined as: to follow or otherwise contact another person repeatedly, so as to put that person in fear for his or her life or personal safety.

4. Hazing.

a. Hazing is defined as any group or individual action or activity that endangers the mental or physical health or safety or which may demean, disgrace, or degrade any person, regardless of location, intent, or consent of participant(s). Although hazing is generally related to a person's initiation or admission into, or affiliation with, any group or organization, it is not necessary that a person's initiation or continued membership is contingent upon participation in the activity, or that the activity was sanctioned or approved by the organization, for a charge of hazing to be upheld. The actions of active, associate, new, and/or prospective members of an organization may be considered hazing. Hazing includes, but is not limited to:

i. Unreasonable interference with a student's academic performance

ii. Forced or coerced consumption of food, alcohol, drugs, or any other substance

iii. Forced or coerced wearing of apparel which is conspicuous and/or inappropriate

iv. Forced or coerced exclusion from social contact

v. Branding

vi. Creation of unnecessary fatigue (including but not limited to acts that stem from forced physical activity, such as calisthenics and deprivation of sleep)

vii. Deprivation of food

viii. Beating, whipping, or paddling in any form

ix. Line-ups and berating

x. Physical and/or psychological shocks

xi. Personal servitude

xii. Kidnapping or abandonment

xiii. Unreasonable exposure to the weather

xiv. Any activity that would be viewed by a reasonable person as subjecting any person to embarrassment, degradation, or humiliation

xv. Expectation of participation in activities that are unlawful, lewd or in violation of University policy

Please refer to The Florida State University Hazing Policy and Section 1006.63, Florida Statutes, for more details.

5. Retaliation for Reporting Hazing. Retaliating against any individual who reported a hazing violation or suspected hazing violation to University or law enforcement officials.

6. Weapons.

a. On-campus possession or use of firearms, antique firearms, explosives, destructive devices, or other weapons or dangerous articles or substances, including but not limited to non-lethal weapons such as pellet guns, bb guns, paintball markers, slingshots, crossbows, stun guns, Tasers, metallic knuckles, archery equipment, swords, sword canes, ornamental or decorative swords/daggers/knives, or any dangerous chemical or biological agent. Note: This section does not apply when possession may be solely attributed to any law enforcement officer who is a student or to any student ROTC member acting under the supervision of an ROTC unit in a manner proscribed by military regulations of the United States Government, or any student whose possession of a weapon as described above is approved by the FSU Police Department for a bona fide educational purpose.

b. Off-campus, unlawful or unauthorized possession or use of firearms, explosives, or other weapons or dangerous articles or substances.

7. Fire and Safety.

a. Inappropriate activation of any emergency warning equipment or the false reporting of any emergency.

b. Unlawful possession, or removal of, damage to, or tampering with fire safety or other emergency warning equipment.

c. Failure to evacuate a University building or facility within a reasonable amount of time after a fire alarm is sounded.

d. Arson, or the setting of any unauthorized fire or explosion in or on University property.

8. Alcohol, Controlled Substances, and Illegal Drugs.

a. Unlawful possession or use of controlled substances, including prescription medicine belonging to another individual.

b. Possession or use of illegal drugs.

c. Purchase, distribution, delivery, or sale of illegal drugs or controlled substances.

d. Possession or use of drug paraphernalia.

e. Possession or consumption of alcohol when under the age of 21 as specified by the State of Florida.

f. Providing alcoholic beverages to an individual who is under the age of 21 as specified by the State of Florida.

g. Driving while under the influence of alcohol or any controlled substances or illegal drugs.

h. Intoxicated behavior.

i. Open house party. An open house party is defined as an event at a residence where the hosts, owners, or others in control of the event fail to take reasonable steps to ensure legal compliance, reduce the risk of harm, and ensure the safety of guests (including, but not limited to, removing those in violation or requesting law enforcement to assist) if alcoholic beverages are known to have been consumed at the residence by person/s under the age of twenty-one) and/or illegal drugs or controlled substances are unlawfully possessed, distributed, or used.

j. Failure of a student organization to take all necessary steps to see that no person under the legal drinking age possesses alcoholic beverages at functions it sponsors or within any property or transportation it owns, operates, and/or rents.

k. Any other violation of the University Alcohol Policy, FSU Regulation 6C2-6.012, F.A.C.

9. Disruption.

- a. Failure to comply with a lawful order of a University official or any non-University law enforcement official.
 - b. Providing false information to a University official or to a non-University law enforcement official, including disciplinary hearing bodies.
 - c. Acts that impair, interfere with, or obstruct the orderly conduct, processes, and functions of the University or the rights of other members of the University community. This includes acts that occur both inside and outside of the classroom setting and may involve use of electronic or cellular equipment. This also includes behavior off campus during a University sanctioned event or activity or an event where the student serves as a representative of the University, including, but not limited to an organizational leadership role.
 - d. Commercial solicitation on campus without prior approval from University officials.
 - e. Acts that disrupt the University Student Conduct Code or Student Organization Conduct Code process, including attempting to coerce or influence a person regarding their participation in any Student Conduct Code or Student Organization Conduct Code proceeding.
 - f. Knowingly participating in an event or participating in an event and failing to take necessary actions to determine whether the student organization is currently on disciplinary probation with restrictive conditions, has been suspended or dismissed.
10. Misrepresentation or Misuse of Identity or Identification.
- a. Permits another person to use his or her identification.
 - b. Inappropriate use of another person's identification.
 - c. Impersonation, or misrepresenting the authority to act on behalf of another or the University.
 - d. Forgery, alteration, or misuse of identification, documents, records, keys, or access codes.
 - e. Manufacture, distribution, delivery, sale, purchase, possession, or use of false identification.
11. Property.
- a. Damage or destruction of public or private property.
 - b. Theft - without authorization removes or uses the property or services of another person or of the University, with the intent to permanently deprive the person or University of the property.

c. Misappropriation – without authorization temporarily removes or uses the property or services of another person or the University, but without the intent to permanently deprive the person or the University of the property.

c. Receipt, possession, sale, or purchase of property or services that are known or reasonably should have been known to have been stolen.

d. Enters or uses the property or facilities of the University or of another person without the proper consent or authorization.

e. Unlawfully taking, attempting to take, receiving, or keeping in its possession property or services not belonging to the student organization.

f. Misuse or mishandling of organizational funds by any officer, member, or other individual.

12. Computers.

a. Unauthorized access or entry into a computer, computer system, network, software, or data.

b. Unauthorized alteration of computer equipment, software, network, or data.

c. Unauthorized downloading, copying, or distribution of computer software or data.

d. Any other act that violates Florida law or the Florida State University Policies And Responsibilities for Use Of Campus Computer And Network Resources.

13. Recording of Images without Consent. Using electronic or other means to make a video or photographic record of any person where there is a reasonable expectation of privacy without the person's consent and when such a recording is likely to cause injury, distress, or damage to reputation. This includes, but is not limited to, taking video or photographic images in shower/locker rooms, residence hall rooms, and restrooms. The sharing and/or distributing of such unauthorized records by any means is also prohibited.

14. Recording of Oral Communications without Consent. Acquires, by listening or by recording using any device, any wire, oral, or electronic communication, when such communication is uttered by a person exhibiting an expectation that such communication is not subject to interception under circumstances justifying such expectation (i.e., in a situation in which the person has a reasonable expectation of privacy), and the person has not given consent to the acquisition or recording of the communication.

15. Gambling. Engages in or offers games of chance for money or other gain in violation of the laws of the State of Florida.

16. Other Violations.

a. Violation of Federal or State law or local ordinance.

b. Violation of any Florida Board of Governors Regulation.

c. Aids, abets, conspires, solicits, incites, or attempts to commit, any other violation of Federal law, State law, or local ordinance.

d. Violation of any other University regulation or policy as described in the FSU General Bulletin, University Housing contract, University Housing Publication - Graduate/Undergraduate, The Guide to Residence Living, other University Housing publications, the FSU Online Student Policy Handbook, the official FSU website, Student Activities and Organizational Policies (Student Organizational Manual or other University policies and Student Organization Advisor's Manual), or other University policies directly related to departments, organizations or clubs.

e. Violation of the Academic Honor Policy when the student is not currently enrolled in the related course or when the incident cannot otherwise be processed under the Academic Honor Policy. Refer to the Academic Honor Policy for violations and descriptions.

(g) Student Organizational Rights.

1. Notice: The representative of the organization will be given written notice of the Student Organization Conduct Code charge(s) and the allegations upon which the charge(s) is/are based.

2. Hearing: Student organizations will be given an opportunity to present information, including witness testimony and/or statements, during a fair and impartial hearing (a more complete description of the procedures utilized to implement these rights is found in Section (h), Procedures).

(h) Procedures. The Office of Student Rights and Responsibilities is charged with implementing the Student Organization Conduct Code in ways that are congruent with the FSU "Statement on Values and Moral Standards" and with all appropriate laws and administrative regulations. The procedures implemented by these offices will be

consistent with all appropriate due process rights accorded to student organizations in University Student Organization Conduct Code decisions.

1. Charges. A review for possible charges may be initiated in the following ways:

a. Filing a police report with the FSU Police Department or requesting that a report from another law enforcement agency be sent to the FSU Police Department.

b. Providing a signed statement to the Office of Student Rights and Responsibilities. All information will then be reviewed by an appropriate staff member in the Office of Student Rights and Responsibilities to determine whether Student Organization Conduct Code charges will be filed or if alternative action, including mediation, is appropriate. When practicable, reports should be submitted to either law enforcement or the appropriate administrator in a timely manner.

i. Formal Student Organization Conduct Code charges may be filed at the completion of all law enforcement and/or administrative investigations or as soon as practicable, even if an investigation or criminal proceeding is ongoing.

2. Notice. The written notice given to any charged student organization will include the following:

a. Sufficient detail to prepare a defense (including source of information, alleged violation, and specific Student Organization Conduct Code charges).

b. An invitation to attend an information session, during which the student organization's representative may view all materials related to the case, receive instruction regarding the student conduct process and the student organization's rights, and confirm the forum in which the case will be heard.

c. Notice of a formal hearing will occur at least five (5) class days prior to the hearing of the case. d. Parent(s) of any student under the age of eighteen (18) at the time of the alleged violation may also be notified of pending charges.

e. The Office of Student Rights and Responsibilities working in conjunction with University offices and/or organization advisors may place restrictions on the student organization if the representative fails to address the Student Organization Conduct Code charges in a timely manner.

f. The address on file with the University Student Government Association Student Organization Services or the Office of Greek Life will be used for all notices sent to the organization regarding the conduct process.

3. Hearing Bodies and Authorities. Any specific procedures used by hearing bodies will comply with the requirements of this Student Organization Conduct Code. The range of available hearing bodies may differ on branch campuses or International Programs locations.

a. The Director of the Office of Student Rights and Responsibilities (and designee(s)) may conduct formal hearings on student organization cases.

b. A hearing officer designated by the Dean of Students may conduct formal hearings on student organization cases.

c. The Dean of Students may conduct formal hearings on student organization cases.

d. The Student Conduct Board may conduct formal hearings on student organization cases. Panels are composed of five (5) Student Conduct Board members selected by the Office of Student Rights and Responsibilities. In times of limited student availability or when conflicts are identified, hearings may proceed with less than five (5), but not less than three (3), Student Conduct Board members.

e. An Administrative Hearing Panel may conduct formal hearings on student organization cases. Panels are composed of one (1) faculty member, one (1) staff member, both designated by the Dean of Students (or designee), and two (2) Student Conduct Board members. In times of limited student availability, panels may proceed with one (1) Student Conduct Board member.

f. Greek Student Conduct Boards may conduct formal hearings involving Student Organization Conduct Code charges against Greek organizations. Greek Student Conduct Boards are composed of five (5) members selected by the Offices of Student Rights and Responsibilities and Greek Life. In times of limited student availability or when conflicts are identified, hearings may proceed with less than five (5), but not less than three (3), Greek Student Conduct Board members.

4. Types of Hearings. Organizational cases are heard through a formal hearing.

a. Formal Hearings:

i. Require the hearing body to call appropriate witnesses or obtain witness statements, reports, or other information in support of the charges.

ii. Will be held no sooner than five (5) class days after notice is received by the charged student organization. The student organization may submit a written request to hold the hearing before the five (5) class days. The request will be considered and acted upon by the Office of Student Rights and Responsibilities.

iii. Will be audio recorded. This recording will serve as the official record of the proceedings.

iv. A formal decision letter will be sent to the student organization within ten (10) class days from the conclusion of the hearing. This time limit may be extended if additional consideration of evidence and deliberation is required.

v. The following order of presentation is recommended for use in formal hearings. The hearing body may change the order if deemed appropriate.

(A) Presentation of formal charges.

(B) Opening statement by the University, followed by the opening statement of the charged student organization. Either party may waive the right to provide an opening statement.

(C) Presentation of evidence and witnesses by the University, followed by questioning of those witnesses by the hearing body and the charged student organization. Witnesses are then dismissed.

(D) Presentation of evidence and witnesses by the charged student organization, followed by questioning of those witnesses by the charged student organization and the hearing body. Witnesses are then dismissed.

(E) Questions directed to the charged student organization by the hearing body.

(F) Closing statement by the University, followed by the closing statement of the charged student organization. Either party may waive the right to provide a closing statement.

5. Hearing. Hearings will follow these guidelines:

a. All hearings will be fair and impartial and will use a reasonable person standard when assessing whether the information presented constitutes a preponderance of the evidence. A charged student organization may submit a

challenge to the impartiality of any member of a hearing body to the Office of Student Rights and Responsibilities or the hearing body. Decisions on challenges shall be final and not subject to appeal.

b. A charged student organization will have the opportunity to present evidence on its behalf, including presenting witnesses and/or signed, written statements from witnesses, and other documentary evidence. Witness testimony is not required and the inability of the charged student organization to question a witness who has provided a witness statement is not a violation of the due process rights of the charged student organization, as the charged student organization has the opportunity to review the written statement and may offer evidence to rebut the witness statement and other evidence presented at the hearing. Witness statements are entitled to be given the same weight by the hearing body as live witness testimony. Witness statements need not be sworn or in affidavit form.

c. The charged student organization and any witnesses may be accompanied during the hearing by an advisor. The Student Defender may serve as an advisor to the charged student organization. The representative of the student organization is required to address the hearing body in person, although the representative may consult with the advisor and other members of the student organization during the hearing. This consultation must take place in a manner that does not disrupt the proceedings. The advisor shall not speak on behalf of the student organization unless expressly authorized to do so by the hearing body. The charged student organization and any witnesses shall provide the advisor's name in writing to the Office of Student Rights and Responsibilities two (2) class days prior to the hearing. The advisor may not serve as a witness.

d. Protection from self-incrimination does not extend to student organizations.

e. The burden of proof at a first-level hearing always rests with the University. The standard of proof will be the preponderance of the evidence, meaning that the evidence, as a whole, shows that the fact sought to be proved is more probable than not.

f. The formal rules of evidence do not apply to Student Organization Conduct Code proceedings.

g. All hearings for student organizations will be public. There is no requirement to obtain a larger hearing from to accommodate members of the public who wish to attend the hearing, so long as one (1) member of the public may be present.

h. Appropriate witnesses will be called by the University to all formal hearings. Those witnesses who appear may be cross-examined by the charged student organization. If called witnesses do not appear, their written or taped statements may be considered by the hearing body. In some cases, student witnesses who fail to appear may be charged with a violation of the Student Conduct Code. Appropriate witnesses may also be called by the charged student organization to all hearings, provided they are reasonably available and do not disrupt or delay the hearing. In the event a witness is not reasonably available or the witness's presence may disrupt the hearing, a written statement from the witness may be substituted. Witness statements need not be sworn or in affidavit form.

i. If the charged student organization fails to appear at the scheduled hearing after proper notice or fails to cooperate with the Student Organization Conduct Code process, the hearing may be held in the charged student organization's absence.

j. Prior records of Student Organization Conduct Code action and complainant/witness impact statements are considered by the hearing body only in the sanctioning phase of deliberations.

k. The hearing body's determination of "responsible" or "not responsible" will be based solely on the information presented at the hearing. However, when additional information that affects this determination is gathered outside the hearing, it may be used provided it is shared with the charged student organization and the student organization has an opportunity to respond to the information. In cases involving multiple students or organizations charged, information provided at one hearing may be used as evidence in the related case(s).

l. To request the cancellation of a previously scheduled formal hearing, the charged student organization must submit a written statement to the Office of Student Rights and Responsibilities five (5) class days prior to the hearing date. At the discretion of the Director of the Office of Student Rights and Responsibilities (or designee), the hearing may be rescheduled or conducted in the charged student organization's absence.

m. All first-level recommended decisions will be communicated in writing to the charged student organization and will include the findings of fact, determination of responsibility, sanctions (if applicable), and notice of appellate rights.

(2) Sanctions. In light of the facts and circumstances of each case, the following sanctions, or combination of sanctions (with or without appropriate modifications) may be imposed upon any student organization found to have violated the Student Organization Conduct Code. Certain sanctions may result in a financial cost to the student organization. If a student organization does not complete a sanction by the required deadline, the Office of Student Rights and Responsibilities, working in conjunction with University officers and/or organization advisors, may place restrictions on the organization.

(a) Reprimand (written or verbal).

(b) Service Hours - completion of tasks under the supervision of a University department or outside agency.

(c) Educational Activities - attendance by members of the student organization at educational programs, interviews with appropriate officials, planning and implementing educational programs, or other educational activities.

(d) Restitution - Only in cases involving University property. Restitution must be submitted to the appropriate University department in a manner that is approved by that University department.

(e) Conduct Probation - A period of time during which any further violations of the Student Organization Conduct Code may result in more serious sanctions being imposed. Some of the restrictions that may be placed on the student organization during the probationary period include, but are not limited to: participation in student activities, representation of the University on athletic teams or in other leadership positions, entrance into University residence halls or other areas of campus, or contact with another specified person(s).

(f) Disciplinary Probation - A period of time during which any further violation of the Student Organization Conduct Code puts the student organization's status with the University in jeopardy. If the student organization is found "responsible" for another violation of the Code during the period of Disciplinary Probation, serious consideration will be given to imposing a sanction of Suspension or Dismissal from the University. Some of the

restrictions that may be placed on the student organization during the probationary period include, but are not limited to barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position), entrance into University residence halls or other areas of campus, or contact with another specified person(s).

(g) Suspension - Separation from the University for a specified period, not to exceed two (2) years. This may include restricted access to campus and/or other specified activities. Some of the restrictions that may be placed on the student organization during the suspension period include, but are not limited to barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any University student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position), entrance into University residence halls or other areas of campus, or contact with another specified person(s). While on suspension the student organization loses its University recognition and/or registration for the suspension period. While an organization is suspended, it may not use University resources or participate as an organization in any University activities or events. Re-recognition is possible but not guaranteed and will only be considered after the end of the suspension period and based on meeting all re-recognition criteria and obtaining clearance from the University.

(h) Dismissal - Prohibition of any University organization recognition and all University activities for at least two (2) years and up to seven (7) years. Re-recognition is possible but not guaranteed and will only be considered after the two to seven year time allotted from the effective date of the dismissal, based on meeting all re-recognition criteria and obtaining clearance from the Dean of Students or designee. This may include restrictions on any and all activities, functions, and governance of the organization.

(i) Recommendation for Charter Revocation: An official request to a national office that the local chapter's charter be revoked.

(j) Restrictions on contact with specified people.

(k) Additional sanctions may be imposed that are specific to student organizations and are found in Greek and other organizational constitutions and in Oglesby Union and Student Activities Center's policies.

(l) If a sanction issued by the National or other governing bodies exceeds that of the University, the University may concur with that sanction.

(3) Appeals.

An appeal may be requested on any first-level decision, provided that one or more of the reasons for appeal listed in (3)(c) is relevant to the case. On appeal, the burden of proof rests with the student organization to show clearly that a fundamental due process error has occurred during the first level hearing process that would substantially impact the outcome of the hearing. The appellate body varies depending on the initial hearing body and is outlined below.

(a) Appellate Officers.

1. Recommended decisions of the Student Conduct Board may be appealed to the Dean of Students (or designee).

2. Recommended decisions of Greek Student Conduct Boards may be appealed to the Dean of Students (or designee).

3. Recommended decisions of Administrative Hearing Panels may be appealed to the Dean of Students (or designee).

4. Recommended decisions of the Director of the Office of Student Rights and Responsibilities (and designees) may be appealed to the Dean of Students (or designee).

5. Recommended decisions of other hearing officers appointed by the Dean of Students may be appealed to the Dean of Students (or designee, including a panel).

6. Recommended decisions of the Dean of Students may be appealed to the Vice President (or designee).

(b) Appeal Requests.

1. A written request shall be submitted to the Office of Student Rights and Responsibilities within five (5) class days after the student organization is notified of the initial hearing decision.

2. The request shall state the reason(s) for appeal (see Section 3. below), the supporting facts, and the recommended way to correct the error.

(c) Appeals are not opportunities for full rehearings of cases already decided. Appeal considerations are limited to:

1. Due process errors involving violations of a charged student's organization's fundamental due process rights (see Section (1)(g)) that substantially affected the outcome of the initial hearing.

2. Demonstrated prejudice against any party by the person presiding over the hearing. Such prejudice must be evidenced by a conflict of interest, bias, pressure, or influence that precluded a fair and impartial hearing.

3. Newly discovered, relevant information that was not reasonably available at the time of the original hearing and that would have substantially affected the outcome of the original hearing.

4. A sanction that is extraordinarily disproportionate to the violation committed.

5. The preponderance of the evidence presented at the hearing does not support the finding with regard to responsibility. Appeals based on this consideration will be limited solely to a review of the record of the first-level hearing, except newly discovered evidence under Section (c)3. above may also be considered.

(d) Appellate Review.

1. Will involve an initial file review by the appellate officer. The appellate officer may make a determination based solely on this review. The outcome of the file review may become the official decision (see Section (5) below regarding appellate decisions).

2. If the appellate officer determines a need for additional information, that officer may request written materials and/or an appeal hearing with the charged student organization.

3. If deemed necessary, an appeal hearing will be scheduled within ten (10) class days of receiving the written request for appeal.

4. If deemed necessary, an appeal hearing will involve hearing the charged student organization and any witnesses called by the student organization; the appellate officer may determine whether there is a need to call any further witnesses or gather additional information.

5. An appeal hearing will be audio recorded; this recording will serve as the official record of the hearing.

6. The charged student organization will be afforded the opportunity to bring an advisor to the appellate hearing.

7. All hearings will be fair and impartial. The charged student organization may submit a written challenge to the impartiality of any appellate officer to the Office of Student Rights and Responsibilities. Decisions on challenges shall be final and not subject to appeal.

8. If the charged student organization fails to appear at the scheduled appeal hearing (after proper notice) or otherwise fails to cooperate with the Student Organization Conduct Code process, the hearing may still be held in its absence.

(e) Appellate Recommendations and Decisions.

1. The appellate officer may recommend to affirm, modify, or reverse the first-level decision; or order that a new hearing be held.

2. All appellate recommendations are transmitted to the Vice President. The Vice President (or designee) has the right to affirm, modify, or reverse the recommended decision and enter a final decision, or to order a new hearing.

3. All final decisions are communicated in writing within fifteen (15) class days of an appellate hearing. This time period may be extended if necessary for consideration of the record on appeal.

4. Once approved by the Vice President (or designee), appellate decisions become final agency action. Final agency action decisions may be appealed by writ of certiorari to the Second Judicial Circuit in and for Leon County, Florida.

5. Except in the case of an interim disciplinary action pursuant to Section (5) below, the charged student organization's status will remain unchanged until appellate process is final.

(4) Records.

(a) Records of all student organization conduct cases will be maintained in the Office of Student Rights and Responsibilities or the Office of Greek Life.

(b) The release of student organization conduct records will be governed by applicable federal and state laws regarding the privacy of education records. General information regarding the outcome of student organization conduct proceedings (without personal identifying information) may be released to the public.

(c) Records of hearings may be reviewed at the Office of Student Rights and Responsibilities. The Office of Student Rights and Responsibilities may require the reviewer to sign a confidentiality agreement as a condition of the review. Copies of recordings are not available unless all parties and witnesses have provided written confidentiality waivers.

(d) Transcripts of recorded hearings will not be prepared by the University. Any person desiring a transcript of a recorded hearing should contact the Office of the General Counsel, which will arrange for the preparation of the transcript by a court reporting service. The court reporting service will provide the transcript to the Office of the General Counsel, which will perform a confidentiality review of the transcript and redact any confidential or exempt information pursuant to state or federal law. The requestor shall bear the cost of the transcript preparation and confidentiality review.

(5) Interim Disciplinary Action. Based upon a student organization's alleged behavior, the Vice President, the Dean of Students, (or their designee(s)) may impose an interim disciplinary action prior to the initiation of formal charges under the Student Organization Conduct Code or a student organization's hearing on the facts of the case.

(a) When the student organization's actions/behaviors affect the safety, health, or general welfare of a student organization and/or the University community, an interim disciplinary action may be issued. Some of the restrictions that may be placed on the student organization during the interim disciplinary action period include, but are not limited to barring or limiting some or all of the organization's activities and/or privileges (including, but not limited to: social activities; intramural competition; organizational competition; Homecoming; eligibility to receive any University award or honorary recognition; privilege to occupy a position of leadership or responsibility in any

University student organization governing body, publication, or activity; or ability to represent the University in an official capacity or position.); entrance into University residence halls or other areas of campus, or contact with another specified person(s). While on interim disciplinary action, the student organization loses its University recognition and/or registration for the suspension period. While an organization is suspended, it may not use the University resources or participate as an organization in any University activities or events.

(b) The interim disciplinary action may include notification of appropriate faculty and staff, and restrictions including but not limited to, suspension, limited class attendance, use of University facilities, participation in student organization activities, representation of the University on athletic teams or in other leadership positions, entrance into University residence halls or other areas controlled, leased or used by the University, or contact with specified person(s).

(c) An interim disciplinary action requires that the student organization be notified in writing.

(d) The student organization may request a meeting to discuss the restrictions imposed by the interim disciplinary action. The student organization's request must be in writing to the Dean of Students.

(e) If a meeting is requested on the interim disciplinary action, a meeting will be scheduled within three (3) class days of the receipt of a written request. The Dean of Students (or designee) will conduct the meeting. The student organization will be notified of the outcome of the meeting in writing. The written notification of the outcome is final as to the interim disciplinary action, pending the final results of the Student Organization Conduct Code process.

(f) Formal charges under the Student Organization Conduct Code may be filed at the completion of all law enforcement investigations or as soon as practicable, even if law enforcement investigations or criminal proceedings are ongoing.

Specific Authority BOG Regulations 1.001(3)(a), (j), and (4) (a), 6.0105. Law Implemented 1011.48 FS History—
New 6-8-12.



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi *John Carnaghi*
DATE: June 7, 2012
SUBJECT: Tentative 2012-13 Operating Budget and Releases
Request for Approval

As required in Florida Statute 1011.40. Budgets for universities, each board of trustees shall adopt an operating budget for the operation of the university. The proposed expenditures, plus transfers, and balances shall not exceed the estimated income, transfers and balances.

The Board of Trustees must approve the budget before the beginning of the fiscal year, July 1, 2012, for the State Comptroller to process 2012-13 cash and budget releases for funds in the state treasury.

The following motions, for approval by the FSU Board of Trustees are requested.

1. Approve a tentative (beginning) 2012-13 Operating Budget, at last year's level, for the July 1, 2012 to June 30, 2013 fiscal year for appropriated and non-appropriated funds, within available resources and fund balances. The requested 2012-13 tentative budget, at last year's level (2011-12), is: \$1,142,290,845
2. Approve the University President to make subsequent changes to the tentative budget as needed, including the changes between the tentative budget and the budget to be submitted to the Board of Governors by August 17, and other changes during the fiscal year, within available resources and fund balances. The 2012-13 budget that will be submitted to the Board of Governors, will be prepared according to our regulations and will be presented to the Board of Trustees on September 7, 2012.
3. Approve the University President to prepare and implement the operating budget of the University as prescribed by law and regulations of the Board of Governors, policies of the University Board of Trustees, and provisions of the General Appropriations Act.
4. Approve the Direct Support Organizations (DSO's) and the Florida Medical Practice Plan to continue operations (to begin the 2012-13 fiscal year) within available resources. Budgets will be prepared by the DSO and the Florida Medical Practice Plan Boards and in accordance with our regulations and will be presented to the Board of Trustees on September 7, 2012.

Tentative 2012-13 Operating Budget and Releases

June 7, 2012

Page 2 of 13

Approval of a tentative 2012-13 Operating Budget will enable the University to request related releases of funds from the State Treasury to begin business on July 1, 2012 for fiscal 2012-13.

I recommend approval of these motions.

JRC/gg

Attachment

Agenda Item: Tentative 2012-13 Operating Budget and Releases

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PROPOSED BOARD ACTION

1. Approve a tentative (beginning) 2012-13 Operating Budget, at last year's level, for the July 1, 2012 to June 30, 2013 fiscal year for appropriated and non-appropriated funds, within available resources and fund balances. The requested 2012-13 tentative budget, at last year's level, is:

\$1,142,290,845

Appropriated Funds

Education and General
Education and General Medical

Non-Appropriated Funds

Auxiliary Enterprises
Florida Medical Practice Plan
Contracts and Grants/DRS
Student Activities
Athletics
Concessions (Vending)
Financial Aid
Technology Fee

2. Approve the University President to make subsequent changes to the tentative budget as needed, including the changes between the tentative budget and the budget to be submitted to the Board of Governors by August 17, and other changes during the fiscal year, within available resources and fund balances. The 2012-13 budget that will be submitted to the Board of Governors, will be prepared according to our regulations and will be presented to the Board of Trustees on September 7, 2012.
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4. Approve the Direct Support Organizations (DSO's) and the Florida Medical Practice Plan to continue operations (to begin the 2012-13 fiscal year) within available resources. Budgets will be prepared by the DSO and the Florida Medical Practice Plan Boards and in accordance with our regulations and will be presented to the Board of Trustees on September 7, 2012.

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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Requested Tentative Annual Operating Budget 2012 - 2013
Florida State University
(July 1, 2012 to June 30, 2013)

Budget Entity/Fund	Requested Tentative*		Beginning Budget			
	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08
Educational and General (E&G)						
General Revenue	\$ 217,255,679	\$ 217,255,679	\$ 243,320,152	\$241,193,085	\$286,754,658	\$313,980,619
Student and Other Fees	166,148,110	166,148,110	148,957,918	134,997,821	126,062,220	114,688,538
Lottery	34,659,274	34,659,274	31,179,405	26,523,353	31,298,699	23,893,629
Federal ARRA Stimulus Grants	-	-	20,268,504	21,182,461	-	-
Subtotal	\$ 418,063,063	\$ 418,063,063	\$ 443,725,979	\$423,896,720	\$444,115,577	\$452,562,786
Percent change	0.0%	-5.8%	4.7%	-4.6%	-1.9%	8.1%
College of Medicine						
General Revenue	\$ 33,054,861	\$ 33,054,861	\$ 34,909,216	\$34,158,735	\$39,551,318	\$44,067,813
Student and Other Fees	8,606,120	8,606,120	8,051,247	7,282,504	6,617,580	5,636,024
Lottery	605,115	605,115	605,115	605,115	1,022,947	3,132
Federal ARRA Stimulus Grants	-	-	2,858,522	3,001,632	-	-
Subtotal	\$ 42,266,096	\$ 42,266,096	\$ 46,424,100	\$45,047,986	\$47,191,845	\$49,706,969
Educational & General	\$ 460,329,159	\$ 460,329,159	\$ 490,150,079	\$468,944,706	\$491,307,422	\$502,269,755
Auxiliaries						
Working Capital Fund	\$ 53,570,000	\$ 53,570,000	\$ 50,640,000	\$56,795,000	\$57,120,952	\$52,662,500
Auxiliary Funds	133,380,248	133,380,248	119,894,983	118,942,769	128,022,528	124,031,513
Debt Service Funds	19,190,000	19,190,000	14,550,000	18,947,000	14,490,000	14,385,000
Auxiliaries	\$ 206,140,248	\$ 206,140,248	\$ 185,084,983	\$194,684,769	\$199,633,480	\$191,079,013
Family Practice Plan (COM)	\$ 6,650,109	\$ 6,650,109	\$ 5,506,942	\$4,902,679	\$5,026,128	\$4,982,706
Contracts and Grants						
Sponsored Research	\$ 215,000,000	\$ 215,000,000	\$ 215,000,000	\$182,000,000	\$209,000,000	\$201,569,624
Florida State University Schools	10,271,136	10,271,136	10,897,900	11,318,597	11,776,621	11,372,556
Contracts and Grants	\$ 225,271,136	\$ 225,271,136	\$ 225,897,900	\$193,318,597	\$220,776,621	\$212,942,180
Local Funds						
Student Activities	\$ 20,627,859	\$ 20,627,859	\$ 19,775,303	\$16,896,645	\$17,557,473	\$16,005,791
Student Financial Aid	156,572,417	156,572,417	141,889,324	119,652,782	127,725,120	122,813,820
Intercollegiate Athletics	53,443,145	53,443,145	52,933,766	46,050,380	49,332,477	42,760,011
Concessions	533,591	533,591	423,111	348,997	347,670	452,804
Technology Fee	12,723,181	12,723,181	9,080,776	3,879,217	-	-
Local Funds	\$ 243,900,193	\$ 243,900,193	\$ 224,102,280	\$186,828,021	\$194,962,740	\$182,032,426
Total	\$ 1,142,290,845	\$ 1,142,290,845	\$ 1,130,742,184	\$1,048,678,772	\$1,111,706,391	\$1,093,306,080
Percent change	0.0%	1.0%	7.8%	-5.7%	1.7%	8.1%

*The tentative 2012-13 beginning budget is requested at last year's level, 2011-12. The University will prepare a 2012-13 budget for submission to the BOG by August 17th and then it will be presented to the BOT at the September meeting.

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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2011-12 Direct Support Organizations (DSO) Budgets
(Approved by BOT September 9, 2011)

DSO	Approved Budget 2011-12	Projected or Actual 2010-11
FSU Alumni Association, Inc.		
Revenues	\$ 2,480,442	\$ 1,843,841
Expenses	\$ 2,480,442	\$ 2,016,299
Net	\$ -	\$ (172,458)
Capital Spending	-	-
Beginning Fund Balance	\$ 751,600	\$ 924,058
Ending Fund Balance	\$ 751,600	\$ 751,600
FSU College of Business Student Investment Fund, Inc.*		
Revenues	\$ 260,855	\$ 37,331
Expenses	\$ 11,043	\$ 6,774
Net	\$ 249,812	\$ 30,557
Capital Spending	\$ 3,467	\$ 3,467
Beginning Fund Balance	\$ 1,217,090	\$ 165,000
Ending Fund Balance	\$ 1,463,435	\$ 1,217,090
<i>*DSO operates on calendar year</i>		
FSU Financial Assistance, Inc.		
Revenues	\$ 5,298,600	\$ 5,207,350
Expenses	\$ 5,265,916	\$ 5,263,781
Net	\$ 32,684	\$ (56,431)
Capital Spending	-	-
Beginning Fund Balance	\$ 2,811,830	\$ 2,868,261
Ending Fund Balance	\$ 2,844,514	\$ 2,811,830
FSU Foundation, Inc.		
Revenues	\$ 15,976,050	\$ 13,438,389
Expenses	\$ 15,976,050	\$ 13,361,703
Net	-	\$ 76,686
Capital Spending	\$ 82,800	\$ 32,638
Beginning Fund Balance	\$ 4,920,331	\$ 4,843,645
Ending Fund Balance	\$ 4,920,331	\$ 4,920,331
FSU International Programs Association, Inc.		
Revenues	\$ 14,100,000	\$ 13,758,000
Expenses	\$ 13,550,000	\$ 12,745,000
Net	\$ 550,000	\$ 1,013,000
Capital Spending	\$ 546,000	\$ 339,400
Beginning Fund Balance	\$ 14,056,680	\$ 13,043,680
Ending Fund Balance	\$ 14,606,680	\$ 14,056,680
FSU Magnet Research and Development, Inc.		
Revenues	\$ 803,000	\$ 510,308
Expenses	\$ 766,000	\$ 493,029
Net	\$ 37,000	\$ 17,279
Capital Spending	\$ 55,000	\$ 49,735
Beginning Fund Balance	\$ 574,593	\$ 607,049
Ending Fund Balance	\$ 556,593	\$ 574,593

Source: Audited or Unaudited Finalized Financial Statements

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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2011-12 Direct Support Organizations (DSO) Budgets
(Approved by BOT September 9, 2011)

DSO	Approved Budget 2011-12	Projected or Actual 2010-11
FSU Performing Arts Center Foundation, Inc. *		
<i>* DSO has no corporate resources; operates within university resources</i>		
FSU Real Estate Foundation, Inc.		
Revenues	\$ 26,500	N/A*
Expenses	\$ 22,160	
Net	\$ 4,340	
Capital Spending	-	
Beginning Fund Balance	-	
Ending Fund Balance	\$ 4,340	
<i>* DSO had no activity in FY2010-11</i>		
FSU Research Foundation, Inc.		
Revenues	\$ 3,032,500	\$ 27,910,756
Expenses	\$ 3,007,000	\$ 15,463,178
Net	\$ 25,500	\$ 12,447,578
Capital Spending	-	\$ 4,845,731
Beginning Fund Balance	\$ 105,368,654	\$ 92,817,486
Ending Fund Balance	\$ 105,394,154	\$ 105,265,065
<i>* DSO does not budget for departmental grant activity that must be recorded for Financial Statement Purposes.</i>		
John and Mable Ringling Museum of Art, Inc.		
Revenues	\$ 1,438,500	\$ 1,586,721
Expenses	\$ 1,314,320	\$ 1,275,651
Net	\$ 124,180	\$ 311,070
Other Spending	\$ 387,185	-
Beginning Fund Balance	\$ 4,486,506	\$ 4,175,436
Ending Fund Balance	\$ 4,223,501	\$ 4,486,506
Seminole Boosters, Inc.		
Revenues	\$ 32,212,136	\$ 34,299,835
Expenses	\$ 32,430,854	\$ 29,715,548
Net	\$ (218,718)	\$ 4,584,287
Capital Spending	-	\$ (2,997,103)
Beginning Fund Balance	\$ 48,109,089	\$ 46,521,905
Ending Fund Balance	\$ 47,890,371	\$ 48,109,089
State of Florida Not for Profit Corporation		
Florida Medical Practice Plan, Inc.		
Revenues	\$ 9,267,688	\$ 8,713,880
Expenses	\$ 9,032,493	\$ 8,165,762
Net	\$ 235,195	\$ 548,118
Capital Spending	-	-
Beginning Fund Balance	\$ 1,406,024	\$ 857,906
Ending Fund Balance	\$ 1,641,219	\$ 1,406,024

Source: Audited or Unaudited Finalized Financial Statements

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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2011-12 Direct Support Organizations (DSO) Approved Budgets
Supplementary Summary Financial History

DSO / Fiscal Year	Statement of Financial Position			Activities and Change in Net Assets			
	Assets	Liabilities	Net Assets	Revenues/ Other	Expense/ Other	Foreign Curr. Transl. & Prior Period Adj.	Change in Net Assets
FSU Alumni Association, Inc.							
2010-11	\$ 827,200	\$ 75,600	\$ 751,600	\$ 1,843,841	\$ 2,016,299		\$ (172,458)
2009-10	\$ 1,051,372	\$ 127,314	\$ 924,058	\$ 1,817,778	\$ 1,736,539		\$ 81,239
2008-09	\$ 908,288	\$ 60,050	\$ 848,238	\$ 1,534,898	\$ 1,474,847		\$ 60,051
2007-08	\$ 1,016,770	\$ 224,684	\$ 792,086	\$ 3,176,452	\$ 2,002,787		\$ 1,173,664
2006-07	\$ 1,353,829	\$ 1,735,406	\$ (381,577)	\$ 3,805,513	\$ 2,097,000		\$ 1,708,513
FSU College of Business Student Investment Fund, Inc.*							
2010-11	\$ 1,213,623	-	\$ 1,213,623	\$ 1,217,090	\$ 3,467		\$ 1,213,623
2009-10	\$ 248,959	-	\$ 248,959	\$ 251,467	\$ 2,508		\$ 248,959
2008-09			NA				NA
2007-08			NA				NA
2006-07			NA				NA
	<i>*DSO operates on calendar year</i>						
FSU Financial Assistance, Inc.							
2010-11	\$ 80,792,249	\$ 66,108,042	\$ 14,684,207	\$ 4,803,681	\$ 4,755,198		\$ 48,483
2009-10	\$ 83,525,947	\$ 68,890,223	\$ 14,635,724	\$ 4,518,038	\$ 5,284,186		\$ (766,148)
2008-09	\$ 90,253,346	\$ 72,375,000	\$ 17,878,346	\$ 5,395,922	\$ 5,264,606		\$ 131,316
2007-08	\$ 90,122,030	\$ 74,374,666	\$ 15,747,364	\$ 1,277,320	\$ 2,663,736		\$ (1,386,416)
2006-07	\$ 92,901,170	\$ 77,267,390	\$ 15,633,780	\$ 1,100,319	\$ 2,634,836		\$ (1,534,517)
FSU Foundation, Inc.							
2010-11	\$ 504,848,516	\$ 12,274,686	\$ 492,573,830	\$ 117,293,608	\$ 55,265,099		\$ 62,028,509
2009-10	\$ 447,345,645	\$ 16,800,324	\$ 430,545,321	\$ 85,339,438	\$ 51,197,889		\$ 34,141,549
2008-09	\$ 415,129,839	\$ 18,726,067	\$ 396,403,772	\$ (49,177,274)	\$ 49,313,572		\$ (98,490,846)
2007-08	\$ 506,246,521	\$ 11,351,903	\$ 494,894,618	\$ 45,332,716	\$ 44,552,234		\$ 780,482
2006-07	\$ 505,169,961	\$ 11,055,825	\$ 494,114,136	\$ 117,401,586	\$ 76,881,684		\$ 40,519,902
FSU International Programs Association, Inc.							
2010-11	Fiscal year does not end until September 30, 2011			\$ 13,758,000	\$ 12,745,000	Estimates. FY ends 9/30/11	
2009-10	\$ 26,928,442	\$ 13,884,762	\$ 13,043,680	\$ 11,608,735	\$ 9,992,895	\$ (70,466)	\$ 1,362,215
2008-09	\$ 26,749,945	\$ 15,068,480	\$ 11,681,465	\$ 11,420,941	\$ 9,924,866	608,815	\$ 1,882,039
2007-08	\$ 24,911,291	\$ 15,111,865	\$ 9,799,426	\$ 13,169,227	\$ 11,588,401	\$ 169,998	\$ 1,260,720
2006-07	\$ 25,471,315	\$ 16,932,609	\$ 8,538,706	\$ 13,007,308	\$ 11,938,557	\$ 424,759	\$ 1,493,510
FSU Magnet Research and Development, Inc.							
2010-11	\$ 1,099,238	\$ 524,645	\$ 574,593	\$ 510,308	\$ 542,764	\$ (164,749)	\$ (197,205)
2009-10	\$ 1,472,151	\$ 700,353	\$ 771,798	\$ 393,287	\$ 454,246		\$ (60,959)
2008-09	\$ 1,253,976	\$ 421,219	\$ 832,757	\$ 1,047,872	\$ 761,050		\$ 286,822
2007-08	\$ 748,341	\$ 202,406	\$ 545,935	\$ 1,142,708	\$ 713,590		\$ 429,118
2006-07	\$ 670,043	\$ 553,226	\$ 116,817	\$ 327,468	\$ 210,651		\$ 116,817
FSU Performing Arts Center Foundation, Inc.							
2010-11							
2009-10							
2008-09							
2007-08							
2006-07							
	<i>*DSO has no corporate resources; operates within university resources</i>						

Source: Audited or Unaudited Finalized Financial Statements

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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2011-12 Direct Support Organizations (DSO) Approved Budgets
Supplementary Summary Financial History

DSO / Fiscal Year	Statement of Financial Position			Activities and Change in Net Assets			
	Assets	Liabilities	Net Assets	Revenues/ Other	Expense/ Other	Foreign Curr. Transl. & Prior Period Adj.	Change in Net Assets
FSU Real Estate Foundation, Inc.							
2010-11							
2009-10							
2008-09							
2007-08							
2006-07							
<i>* DSO has no activity prior to FY2011 - 12</i>							
FSU Research Foundation, Inc.							
2010-11	\$ 148,016,760	\$ 42,751,697	\$ 105,265,063	\$ 27,910,756	\$ 15,463,178		\$ 12,447,578
2009-10	\$ 135,299,637	\$ 42,482,150	\$ 92,817,487	\$ 14,317,164	\$ 13,859,337		\$ 457,827
2008-09	\$ 134,682,778	\$ 42,323,118	\$ 92,359,660	\$ 13,317,481	\$ 24,702,672		\$ (11,385,191)
2007-08	\$ 151,598,428	\$ 47,853,577	\$ 103,744,851	\$ 12,844,275	\$ 15,185,848		\$ (2,341,573)
2006-07	\$ 162,661,894	\$ 56,575,466	\$ 106,086,428	\$ 24,024,138	\$ 14,128,137		\$ 9,896,001
John and Mable Ringling Museum of Art, Inc.							
2010-11	\$ 4,545,658	\$ 59,152	\$ 4,486,506	\$ 1,586,721	\$ 1,275,651		\$ 311,070
2009-10	\$ 4,285,361	\$ 109,925	\$ 4,175,436	\$ 1,496,260	\$ 1,334,586		\$ 161,674
2008-09	\$ 4,101,361	\$ 87,599	\$ 4,013,762	\$ 1,670,481	\$ 1,350,249		\$ 320,232
2007-08	\$ 3,786,367	\$ 92,837	\$ 3,693,530	\$ 1,666,787	\$ 1,516,960		\$ 149,827
2006-07	\$ 3,596,012	\$ 52,309	\$ 3,543,703	\$ 1,879,174	\$ 1,946,657		\$ (67,483)
Seminole Boosters, Inc.							
2010-11	\$ 171,500,000	\$ 47,288,171	\$ 124,211,829	\$ 28,750,000	\$ 28,000,000		\$ 750,000
2009-10	\$ 170,524,173	\$ 47,062,344	\$ 123,461,829	\$ 28,386,942	\$ 24,951,161		\$ 3,435,781
2008-09	\$ 164,480,925	\$ 47,260,089	\$ 117,220,836	\$ 15,892,397	\$ 30,795,856		\$ (14,903,459)
2007-08	\$ 179,384,384	\$ 47,260,089	\$ 132,124,295	\$ 29,665,700	\$ 22,593,916		\$ 7,071,784
2006-07	\$ 172,255,277	\$ 45,702,766	\$ 126,552,511	\$ 30,855,766	\$ 18,128,546		\$ 12,727,220
FL Not for Profit Corp. / Fiscal Year							
FL Not for Profit Corp. / Fiscal Year	Statement of Financial Position			Activities and Change in Net Assets			
	Assets	Liabilities	Net Assets	Revenues/ Other	Expense/ Other	Foreign Curr. Transl. & Prior Period Adj.	Change in Net Assets
Florida Medical Practice Plan, Inc.							
2010-11	\$ 1,606,314	\$ 748,408	\$ 857,906	\$ 3,780,343	\$ 3,622,038		\$ 158,305
2009-10	\$ 1,606,446	\$ 906,845	\$ 699,601	\$ 6,690,434	\$ 6,301,646		\$ 388,788
2008-09	\$ 1,798,062	\$ 1,487,249	\$ 310,813	\$ 6,360,636	\$ 6,224,674		\$ 135,962
2007-08	\$ 1,106,067	\$ 931,216	\$ 174,851	\$ 5,637,553	\$ 5,505,045		\$ 132,508
2006-07	\$ 885,257	\$ 842,914	\$ 42,343	\$ 2,796,151	\$ 2,753,808		\$ 42,343
<i>*Fiscal Period changed in 2010. Years 2006-2009 are calendar years, and 2010 is a 6-month period.</i>							

Source: Audited or Unaudited Finalized Financial Statements

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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Information Only

Florida State University
 2012-13 E&G Budget and Changes from 2011-12
 May 2012

	General Revenue	Estimated Tuition	Lottery	Total
1 2011-12 Beginning Operating Budget	\$ 217,255,679	\$ 166,148,110	\$ 34,659,274	\$ 418,063,063
<u>BOG Amendments for 2011-12:</u>				
2 #1 Risk Management Insurance	\$ (328,932)	\$ -	\$ -	\$ (328,932)
3 Total BOG Amendments for 2011-12	\$ (328,932)	\$ -	\$ -	\$ (328,932)
4 2011-12 Ending Operating Budget	\$ 216,926,747	\$ 166,148,110	\$ 34,659,274	\$ 417,734,131
5 Reverse 2011-12 Non-Recurring	\$ (7,055)	\$ -	\$ (2,816,460)	\$ (2,823,515)
6 2012-13 Beginning Base	\$ 216,919,692	\$ 166,148,110	\$ 31,842,814	\$ 414,910,616
<u>2011-12 Annualizations:</u>				
7 2011-12 Annualization of PO&M	\$ 1,048,316	\$ -	\$ -	\$ 1,048,316
8 Total 2011-12 Annualizations	\$ 1,048,316	\$ -	\$ -	\$ 1,048,316
<u>Reductions & Related Adjustments:</u>				
9 Restoration of Non-Recurring Funds	\$ 2,808,550	\$ -	\$ 14,965	\$ 2,823,515
10 EETF Adjustment	5,441,818	-	(5,441,818)	-
11 Align Appropriations with Revenue Estimates (nr)	(65,834,110)	-	-	(65,834,110)
12 Total Reductions & Related Adjustments	\$ (57,583,742)	\$ -	\$ (5,426,853)	\$ (63,010,595)
<u>Other Issues:</u>				
13 FRS Retirement System - Normal Costs	\$ 1,331,656	\$ -	\$ -	\$ 1,331,656
14 Contribution Rates for ORP Programs	(3,828,277)	-	-	(3,828,277)
15 Contribution Rates for PEORP	(614,694)	-	-	(614,694)
16 PO&M for New Space	482,659	-	-	482,659
17 Outcome Based Performance Allocation (nr)	TBD	-	-	TBD
18 National High Magnetic Field Lab	3,300,000	-	-	3,300,000
19 Decrease in Allowable Excess Hours	(918,190)	-	-	(918,190)
20 Crop Protection Research (nr)	300,000	-	-	300,000
21 Integrated Tech/Innovation Economy/Recruitment (nr)	300,000	-	-	300,000
22 Total Other Issues	\$ 353,154	\$ -	\$ -	\$ 353,154
<u>Tuition Adjustments:</u>				
23 Tuition Adjustments	\$ -	\$ 21,433,674	\$ -	\$ 21,433,674
24 Total Tuition Adjustments	\$ -	\$ 21,433,674	\$ -	\$ 21,433,674
25 2012-13 Beginning Operating Budget	\$ 160,737,420	\$ 187,581,784	\$ 26,415,961	\$ 374,735,165
26 Change % From 2012-13 Beginning Base	-25.90%	12.90%	-17.04%	-9.68%
27 Change Funding From 2012-13 Beginning Base				\$ (40,175,451)

Note: Carryforward will be used to compensate for the \$65.8 million non-recurring reduction (see line 11) - \$30.0 million from the Academic Affairs Reserve, \$28.3 million from the University's Central Reserve, and \$7.5 million from the College of Medicine.

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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Information Only

Florida State University
 2012-13 E&G-College of Medicine Budget and Changes from 2011-12
 May 2012

	General Revenue	Estimated Tuition	Lottery	Total
1 2011-12 Beginning Operating Budget	\$ 33,054,861	\$ 8,606,120	\$ 605,115	\$ 42,266,096
<i>BOG Amendments for 2011-12:</i>				
2 #1 Risk Management Insurance	\$ 4,721	\$ -	\$ -	\$ 4,721
3 Total BOG Amendments for 2011-12	\$ 4,721	\$ -	\$ -	\$ 4,721
4 2011-12 Ending Operating Budget	\$ 33,059,582	\$ 8,606,120	\$ 605,115	\$ 42,270,817
5 2012-13 Beginning Base	\$ 33,059,582	\$ 8,606,120	\$ 605,115	\$ 42,270,817
<i>Other Issues:</i>				
3 FRS Retirement System - Normal Costs	\$ 62,344	\$ -	\$ -	\$ 62,344
7 Contribution Rates for ORP Programs	(454,723)	-	-	(454,723)
8 Contribution Rates for PEORP	(37,253)	-	-	(37,253)
9 Total Other Issues	\$ (429,632)	\$ -	\$ -	\$ (429,632)
<i>Tuition Adjustments:</i>				
10 Tuition Adjustments	\$ -	\$ 618,090	\$ -	\$ 618,090
11 Total Tuition Adjustments	\$ -	\$ 618,090	\$ -	\$ 618,090
12 2012-13 Beginning Operating Budget	\$ 32,629,950	\$ 9,224,210	\$ 605,115	\$ 42,459,275
13 Change % From 2012-13 Beginning Base	-1.30%	7.18%	0.00%	0.45%
14 Change Funding From 2012-13 Beginning Base				\$ 188,458

Note: College of Medicine carryforward of \$7.5 million will be used to compensate for a portion of the \$65.8 million non-recurring E&G reduction.

Agenda Item: Tentative 2012-13 Operating Budget and Releases
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BACKGROUND INFORMATION

The 2012-13 Operating Budget will be developed by the University by mid-July and is due to the BOG on August 17, 2012. See timetable below.

However, universities must provide documentation of an approved budget by the Board of Trustees to the State Comptroller's Office before July 1, 2012, in order for the State Comptroller's Office to process cash and budget releases for the universities for funds held in the State Treasury. Below is a summary of FSU's Planning and Budgeting timetable.

March	April	May	June	July	August	September
	President and Vice President Meetings	President and Vice President Meetings	President and Vice President Meetings	President and Vice President Meetings	President and Vice President Meetings	President and Vice President Meetings
Final Allocation from BOG received	April 20 th , President's instructions to VPs for the 2012-13 E&G Budget and Planning Requests April 26 th , University Budget Advisory Committee Meeting		June 8 th , VPs provide requested budget information to the President for 2012-13 BOT tentative budget approval Allocation by President and Provost to VPs	End of year 2011-12 records available	Budget submitted to BOG by August 17th	BOT approves 2012-13 budget submitted to the BOG in August

(Authority, Definitions, and Terms)

STATUTORY REFERENCES

FS 1011.40. Budgets for universities --

(2) OPERATING BUDGET. — Each university board of trustees shall adopt an operating budget for the operation of the university as prescribed by law and rules of the Board of Governors. Each university president shall prepare and implement the operating budget of the university as prescribed by law, rules of the Board of Governors, policies of the university board of trustees, and provisions of the General Appropriations Act. The proposed expenditures, plus transfers, and balances shall not exceed the estimated income, transfers, and balances. The budget and each part thereof shall balance. If at any time the unencumbered balance in the education and general fund of the university board of trustees approved operating budget goes below 5 percent, the president shall provide written notification to the Board of Governors.

FS 1011.45. End of year balance of funds --

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

Agenda Item: Tentative 2012-13 Operating Budget and Releases

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FSU REGULATION 6C2R-2.025, F.A.C., UNIVERSITY DIRECT SUPPORT ORGANIZATIONS (DSO)

6C2R-2.025 (4)

Each DSO shall submit an annual budget, which has been approved by its governing board and recommended by the President of the University to the Board of Trustees for review. Such proposed budget shall be submitted no later than ninety (90) days after the first day of the fiscal year to which the proposed budget pertains.

RELEASES

Release is the transfer of cash to the University from the State Treasury and the authority to spend the funds.

Education and General (E&G) funds are released periodically, primarily in relation to State revenue collections during the year.

Releases of E&G funds are provided by the State twice per month, generally based on 1/24 of the budget for each release.

Contract and Grant (C&G) and Auxiliary funds no longer require a release as they are no longer in the State Treasury beginning July 1, 2004. Local funds (Athletics, Scholarship, Concessions, Student Activities and Technology Fee funds) have always been in (local) bank accounts and not in the State Treasury and have never required a release of funds.

BUDGET ENTITIES-DEFINITIONS

Education and General (E&G)

Appropriations and tuition revenues fund the academic enterprise and support units.

Funding sources:

General Revenue---primarily Florida's sales tax.

Educational Enhancement Trust Fund---the Lottery.

Student and Other Fees Trust Fund---student tuition and out-of-state fees and differential tuition along with miscellaneous revenues such as library fines, the application fee, late registration fee and a portion of the contract and grant indirect cost recovery from Federal and other granting agencies.

Auxiliary Enterprises

This budget entity includes the Auxiliary Trust Fund, the Working Capital Trust Fund, Parking and Housing Trust Funds, and the Debt Service Trust Funds. Revenues in this budget entity are primarily generated from sales to students, faculty and staff, university departments, and others.

Florida Medical Practice Plan

Revenues in this budget entity are primarily generated through an affiliation agreement with Sacred Heart Hospital in Pensacola, Florida related to Graduate Medical Education.

Contracts and Grants/DRS

Revenues in this budget entity are generated from Federal, State, Private, and Local government contracts and grants.

Agenda Item: Tentative 2012-13 Operating Budget and Releases**Page 13 of 13****Student Activities**

The primary revenue source is Student Government funds collected via the Activity and Service Fee (the A&S fee), a portion of the per credit hour fee. Also included are self-generated revenues in areas such as: Circus, Student Development, Oglesby Union Operations, and various Recreation areas.

Athletics

Revenues are generated primarily from ticket sales, ACC revenue sharing, Seminole Booster Inc. contributions, post-season tournaments and bowls, television appearances, and advertising. Most of the revenue is related to football. The students' per-credit-hour athletic fee goes into this budget entity.

Concessions (Vending)

Revenue is generated from contract commissions from vendors who provide vending machines on campus (primarily Coca-Cola). Expenditures are primarily for items related to entertainment, and programs in furtherance of university business. Examples: Commencement, Homecoming, Employee Recognition, Faculty Awards, Martin Luther King Observance, Convocation, Fine Arts Festival, Academic Corporate Relations, and Faculty Senate.

Financial Aid

This budget entity includes the Scholarship fund. Revenues come from Federal, state, and institutional sources for student financial aid.

Technology Fee

The technology fee is a per credit hour fee assessed to all students. Per statute, revenue from this fee is used to enhance instructional technology resources for students and faculty.

EXPENDITURE HISTORY

Budget Entity	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
Education & General	\$406,811,227	\$390,040,278	\$398,015,975	396,985,505	\$392,184,728	\$372,648,747
Education & General Medical	45,325,737	43,616,908	35,982,938	31,672,862	29,821,854	24,949,848
Auxiliary Enterprises	180,714,193	177,652,702	177,330,974	195,347,805	176,671,864	166,477,025
Florida Medical Practice Plan	6,139,113	5,233,840	4,724,136	4,736,264	4,161,624	6,948
Contracts & Grants/DRS	195,015,911	193,836,171	179,222,904	182,148,879	175,190,469	166,083,104
Student Activities	16,455,846	15,047,931	14,466,024	14,311,109	12,823,013	12,297,776
Athletics	47,891,012	44,090,006	47,880,518	42,048,875	39,564,601	35,998,077
Concessions (Vending)	616,816	332,175	334,037	454,789	382,876	345,551
Financial Aid	148,244,905	134,279,855	118,144,964	112,917,126	105,892,640	96,470,618
Technology Fee	2,046,359	274,789	N/A	N/A	N/A	N/A
Total	\$1,049,261,119	\$1,004,404,655	\$976,102,470	\$980,623,214	\$936,693,669	\$875,277,694

Notes

1. Education and General Expenditures= expenditures plus encumbrances.
2. Non-E&G expenditures are cash basis expenditures (including Debt Service), excluding encumbrances.



THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Eric J. Barron
FROM: John Carnaghi *J. Carnaghi*
DATE: June 7, 2012
SUBJECT: FY 2012-13 Tuition and Fees Policy Approval; Approval of Implementation by
 Emergency Regulation 6C2R-ER12-1 and Notice for Normal Regulation
Request for Approval

The 2012 Legislature did not approve an undergraduate tuition increase. There is BOT flexibility provided in statute to increase fees, graduate tuition, and professional tuition, as outlined below. **The following increases are requested for your approval.**

<u>Level</u>	<u>Fee</u>	<u>Current Per Credit Hour Fee</u>	<u>Proposed Fall 2012 Change</u>	<u>Proposed Fall 2012 Per Credit Hour Fee</u>
Undergraduate	Tuition	\$ 103.32	No Change. The Legislature did not increase Undergraduate Tuition.	\$ 103.32
	Student Financial Aid Fee*	5.16	No Change	5.16
	Technology Fee**	5.16	No Change	5.16
	Tuition Differential The University Board of Trustees may establish a tuition differential for undergraduate courses upon receipt of approval from the Board of Governors.	32.00	15% of Tuition plus Tuition Differential	52.29
	Out-of-State (OOS) Fee***	481.48	No Change	481.48
	OOS Student Financial Aid Fee*	24.07	No Change	24.07
Graduate	Tuition ***	350.88	15%	403.51

* The University Board of Trustees is authorized to collect for financial aid purposes an amount not to exceed 5% of the tuition and out-of-state fees.

** The University Board of Trustees may establish a technology fee of up to 5% of the tuition fee per credit hour. The University uses the Undergraduate Tuition Fee as the base for all student levels.

*** The Board of Governors, or the board's designee, may establish tuition for graduate and professional programs, and out-of-state fees for all programs not to exceed 15% in any year.

**2012-13 Tuition and Fee Policy; Implementation by Regulation
June 7, 2012**

<u>Level</u>	<u>Fee</u>	<u>Current Per Credit Hour Fee</u>	<u>Proposed Fall 2012 Change</u>	<u>Proposed Fall 2012 Per Credit Hour Fee</u>
Graduate	Student Financial Aid Fee*	\$ 17.54	5% of Tuition	\$ 20.17
	Technology Fee**	5.16	No Change	5.16
	OOS Fee***	601.34	No Change	601.34
	OOS Student Financial Aid Fee*	30.06	No Change	30.06
Medicine	Tuition***	18,465.89	8%	19,943.16
	Student Financial Aid Fee*	923.29	5% of Tuition	997.15
	Technology Fee** (based on 36 hrs)	185.76	No Change	185.76
	OOS Fee***	32,905.90	No Change	32,905.90
	OOS Student Financial Aid Fee*	1,645.29	No Change	1,645.29
Law	Tuition***	531.19	8%	573.68
	Student Financial Aid Fee*	26.55	5% of Tuition	28.68
	Technology Fee**	5.16	No Change	5.16
	OOS Fee***	621.03	2.3%	635.31
	OOS Student Financial Aid Fee*	31.05	5% of OOS Fee	31.76

Implementation of Tuition and Fees by Regulation

To implement these fee changes by Regulation as required by BOG, as we have done in past years, we need the Board to authorize an Emergency Regulation to make these changes effective immediately. We also need to approve noticing them under normal regulation procedures. An emergency regulation is necessary since the tuition and fees must be effective immediately so they may be assessed for the Fall Semester. For an emergency regulation, The Board must find that such action is necessary to protect the public interest. We have previously based such finding on financial exigencies. The proposed tuition and fee changes are noted above and attached in more detail. The Emergency Regulation is also attached.

Recommend approval of new tuition and fees as summarized above and attached in further detail and of an emergency regulation and a normal regulation to implement.

JRC/ra

* The University Board of Trustees is authorized to collect for financial aid purposes an amount not to exceed 5% of the tuition and out-of-state fees.

** The University Board of Trustees may establish a technology fee of up to 5% of the tuition fee per credit hour. The University uses the Undergraduate Tuition Fee as the base for all student levels.

*** The Board of Governors, or the board's designee, may establish tuition for graduate and professional programs, and out-of-state fees for all programs not to exceed 15% in any year.

FY 2012-13 Tuition Policies and Rule Authorization *
(Total of Tuition and Fee Amounts)

Tuition and Fees	Fall Term 2011-12	Fall Term 2012-13	Fall Term 2012-13 Change	Fall Term 2012-13 % Change
<u>Undergraduate (30 hours)</u>				
Resident (with differential tuition)	\$5,825.20	\$6,483.70	\$658.50	11.30%
Resident (without differential tuition)	\$4,865.20	\$4,915.00	\$49.80	1.02%
Non-Resident (with differential tuition)	\$20,991.70	\$21,650.20	\$658.50	3.14%
Non-Resident (without differential tuition)	\$20,031.70	\$20,081.50	\$49.80	0.25%
<u>Graduate (24 hours)</u>				
Resident	\$10,138.72	\$11,504.80	\$1,366.08	13.47%
Non-Resident	\$25,292.32	\$26,658.40	\$1,366.08	5.40%
<u>Medical (36 hours - Block Fees)</u>				
Resident	\$21,333.18	\$22,944.07	\$1,610.89	7.55%
Non-Resident	\$55,884.37	\$57,495.26	\$1,610.89	2.88%
<u>Law (30 hours)</u>				
Resident	\$18,343.00	\$19,731.40	\$1,388.40	7.57%
Non-Resident	\$37,905.40	\$39,743.50	\$1,838.10	4.85%

Notes:

- * Includes: Tuition, Out-of-State Fee, Tuition Differential, and all other fees per credit hour (Student Financial Aid, Capital Improvement Trust Fund, Athletic, Activity and Service, Health, Transportation, Student Affairs Facility Use, and Technology) as referenced on the following pages.

The Athletic, Activity and Service, and Health Fees were approved at the 11/01/11 BOT meeting and will become effective Fall, 2012. The three-year Transportation Fee was initially approved at the 06/25/10 BOT meeting. The Fee became effective Fall, 2010 and was approved for subsequent years.

Tuition Differential: Students continuously enrolled as of July 1, 2007 or those having a Florida Pre-Paid Contract as of July 1, 2007 are exempted by law from paying the tuition differential fee.

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

Main Campus

<u>Resident</u>	<u>Undergraduate</u>	<u>Graduate</u>
Tuition	\$ 103.32	\$ 403.51
Differential Tuition	52.29	-
Student Financial Aid Fee	5.16	20.17
Capital Improvement Trust Fund Fee	4.76	4.76
Athletics Fee	7.54	7.54
Activities & Services Fee	12.24	12.24
Student Health Fee	13.42	13.42
Transportation Access Fee	8.90	8.90
Student Facility Use Fee [+ 20.00 block]	2.00	2.00
Technology Fee	5.16	5.16
Total Per Credit Hour Resident Rate	214.79	477.70
Student Facility Use Fee per Semester	20.00	20.00
 <u>Non-Resident</u>	 <u>Undergraduate</u>	 <u>Graduate</u>
Resident Rate (see above)	\$ 214.79	\$ 477.70
Out-of-state Nonresident Fee	481.48	601.34
Out-of-state Student Financial Aid Fee	24.07	30.06
Total Per Credit Hour Out-of-state Rate	720.34	1,109.10
Student Facility Use Fee Per Semester	20.00	20.00

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

<u>Resident</u>		<u>Law</u>
Tuition	\$	573.68
Student Financial Aid Fee		28.68
Capital Improvement Trust Fund Fee		4.76
Athletic Fee		7.54
Activities & Service Fee		12.24
Student Health Fee		13.42
Transportation Access Fee		8.90
Student Facility Use Fee		2.00
Technology Fee		5.16
Total Per Credit Hour Resident Rate		656.38
Student Facilities Use Fee Per Semester		20.00
<u>Non-Resident</u>		<u>Law</u>
Resident Rate (see above)	\$	656.38
Out-of-state Tuition		635.31
Out-of-state Student Financial Aid Fee		31.76
Total Out-of-state Rate		1,323.45
Student Facility Use Fee Per Semester		20.00

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

Panama City Campus

<u>Resident</u>	<u>Undergraduate</u>	<u>Graduate</u>
Tuition	\$ 103.32	\$ 403.51
Differential Tuition	52.29	-
Student Financial Aid Fee	5.16	20.17
Capital Improvement Trust Fund Fee	4.76	4.76
Athletics Fee	0.69	0.69
Activities & Services Fee	9.41	9.41
Student Health Fee	-	-
Technology Fee	5.16	5.16
Total Resident Rate	180.79	443.70
<u>Non-Resident</u>	<u>Undergraduate</u>	<u>Graduate</u>
Resident Rate (see above)	\$ 180.79	\$ 443.70
Out-of-state Fee	481.48	601.34
Out-of-state Student Financial Aid Fee	24.07	30.06
Total Out-of-state Rate	686.34	1,075.10

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

Sarasota Campus

<u>Resident</u>	<u>Undergraduate</u>	<u>Graduate</u>
Tuition	\$ 103.32	\$ 403.51
Differential Tuition	52.29	-
Student Financial Aid Fee	5.16	20.17
Capital Improvement Trust Fund Fee	4.76	4.76
Athletics Fee	0.69	0.69
Activities & Services Fee	11.69	11.69
Student Health Fee	10.44	10.44
Technology Fee	5.16	5.16
Total Resident Rate	193.51	456.42
<u>Non-Resident</u>	<u>Undergraduate</u>	<u>Graduate</u>
Resident Rate (see above)	\$ 193.51	\$ 456.42
Out-of-state Fee	481.48	601.34
Out-of-state Student Financial Aid Fee	24.07	30.06
Total Out-of-state Rate	699.06	1,087.82

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

Medicine**Resident**

Tuition Fee	\$	19,943.16
Student Financial Aid Fee		997.15
Capital Improvement Trust Fund Fee		190.40
Athletics Fee		271.44
Activities & Services Fee		440.64
Student Health Fee		483.12
Student Facility Use Per Credit Hour		72.00
Technology Fee		185.76
Transportation Access		320.40
Student Facility Uses Fee Per Semester		40.00
Total Resident Rate		22,944.07

Non-Resident

Resident Rate (see above)	\$	22,944.07
Out-of-state Fee		32,905.90
Out-of-state Student Financial Aid Fee		1,645.29
Total Out-of-State Fee		57,495.26

**University Regulation
(Emergency)**

6C2R-ER12-1 Tuition and Fees.

The following tuition and fees shall be levied and collected per credit hour in U.S. dollars for each student regularly enrolled, unless specifically provided otherwise, for Fall 2012, Spring 2013, and Summer 2013.

College of Medicine Notes:

Because of the variances explained below, the actual amount charged a particular student may vary based upon actual credit hours since a few fees are not charged as block fees. Also, for Medical students, some years the program may include more than two semesters which may overlap academic years.

When the FSU College of Medicine was established, the Tuition, Capital Improvement, & Financial Aid Fees were established based on 40 credit hours per block year and have not changed.

Local fees (Athletics, A&S, Health) are estimated at 36 credit hours per block year, but assessed on actual hours and semesters enrolled for that year.

Transportation Access, Student Facilities Use Fee and Technology Fees are assessed on a per credit hour basis in which the students are actually enrolled for each semester, and not at block rates. The SFUF is \$20/semester plus \$2.00 per credit hour per semester. It is only assessed against students the first two years, because the students are studying off campus the second two years.

The part-time, per credit hour rate each semester is calculated based on 12 credit hours per semester.

Specific Authority; Art. IX, Sec 7, Florida Constitution, , Florida Board of Governors Regulations 1.001(3)(j), (6)(b), 7.001, 7.003, Florida Board of Governors Regulation Procedure, 7-21-07, Law Implemented 1009.24, FS History—New Effective Upon Adoption

**Florida State University
Tuition & Fees**

Information Only

	<u>2011-12</u>	<u>2012-13</u>
<i>Undergraduate - Resident</i>		
Tuition:		
Tuition	\$ 103.32	\$ 103.32
Building Fee	2.32	
Student Financial Aid Fee	5.16	5.16
Capital Improvement Trust Fund Fee *	2.44	4.76
Subtotal	<u>\$ 113.24</u>	<u>\$ 113.24</u>
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Tuition Differential Fee	32.00	52.29
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	<u>\$ 79.60</u>	<u>\$ 101.55</u>
Total per Credit Hour	<u>\$ 192.84</u>	<u>\$ 214.79</u>
Student Affairs Facility Use Fee per semester	<u>\$ 20.00</u>	<u>\$ 20.00</u>
Academic Year (30 Hours)	<u>\$ 5,825.20</u>	<u>\$ 6,483.70</u>
Academic Year (30 Hours Less Tuition Diff.)	<u>\$ 4,865.20</u>	<u>\$ 4,915.00</u>
<i>Percent Increase</i>		
Tuition	8.00%	0.00%
Academic Year	11.21%	11.30%
<i>Undergraduate - Non-Resident</i>		
Tuition:		
Tuition	\$ 103.32	\$ 103.32
Building Fee	2.32	
Student Financial Aid Fee	5.16	5.16
Capital Improvement Trust Fund Fee *	2.44	4.76
Out-of-State Fee	481.48	481.48
Student Financial Aid	24.07	24.07
Subtotal	<u>\$ 618.79</u>	<u>\$ 618.79</u>
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Tuition Differential Fee	32.00	52.29
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	<u>\$ 79.60</u>	<u>\$ 101.55</u>
Total per Credit Hour	<u>\$ 698.39</u>	<u>\$ 720.34</u>
Student Affairs Facility Use Fee per semester	<u>\$ 20.00</u>	<u>\$ 20.00</u>
Academic Year (30 Hours)	<u>\$ 20,991.70</u>	<u>\$ 21,650.20</u>
Academic Year (30 Hours Less Tuition Diff.)	<u>\$ 20,031.70</u>	<u>\$ 20,081.50</u>
<i>Percent Increase</i>		
Tuition	8.00%	0.00%
Out-of-State Fee	5.00%	0.00%
Academic Year	6.65%	3.14%

* In 2012-2013 the Building and Capital Improvement Trust Fund Fee were combined into one fee (HB 5201) - The Capital Improvement Trust Fund Fee.

Florida State University Tuition & Fees

Information Only

	<u>2011-12</u>	<u>2012-13</u>
Graduate - Resident		
Tuition:		
Tuition	\$ 350.88	\$ 403.51
Building Fee	2.32	
Student Financial Aid Fee	17.54	20.17
Capital Improvement Trust Fund Fee *	2.44	4.76
Subtotal	\$ 373.18	\$ 428.44
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	\$ 47.60	\$ 49.26
Total per Credit Hour	\$ 420.78	\$ 477.70
Student Affairs Facility Use Fee per semester	\$ 20.00	\$ 20.00
Academic Year (24 Hours)	\$ 10,138.72	\$ 11,504.80
Percent Increase		
Tuition	15.00%	15.00%
Academic Year	13.30%	13.47%
Graduate - Non Resident		
Tuition:		
Tuition	\$ 350.88	\$ 403.51
Building Fee	2.32	
Student Financial Aid Fee	17.54	20.17
Capital Improvement Trust Fund Fee *	2.44	4.76
Out-of-State Fee	601.34	601.34
Student Financial Aid Fee	30.06	30.06
Subtotal	\$ 1,004.58	\$ 1,059.84
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	\$ 47.60	\$ 49.26
Total per Credit Hour	\$ 1,052.18	\$ 1,109.10
Student Affairs Facility Use Fee per semester	\$ 20.00	\$ 20.00
Academic Year (24 Hours)	\$ 25,292.32	\$ 26,658.40
Percent Increase		
Tuition	15.00%	15.00%
Out-of-State Fee	0.00%	0.00%
Academic Year	4.94%	5.40%

* In 2012-2013 the Building and Capital Improvement Trust Fund Fee were combined into one fee (HB 5201) - The Capital Improvement Trust Fund Fee.

Florida State University Tuition & Fees

Information Only

	<u>2011-12</u>	<u>2012-13</u>
<i>Medical - Resident</i>		
Tuition: Block Fees		
Tuition	\$ 18,465.89	\$ 19,943.16
Capital Improvement Trust Fund Fee *	190.40	190.40
Student Financial Aid Fee	923.29	997.15
Subtotal	<u>\$ 19,579.58</u>	<u>\$ 21,130.71</u>
Local Block Fees: **	<u>\$ 1,527.84</u>	<u>\$ 1,587.60</u>
Technology Fee	<u>\$ 185.76</u>	<u>\$ 185.76</u>
Student Affairs Facility Use Fee per semester	<u>\$ 20.00</u>	<u>\$ 20.00</u>
Academic Year (2 Semesters)	<u>\$ 21,333.18</u>	<u>\$ 22,944.07</u>
<i>Percent Increase</i>		
Tuition Block Fees	7.92%	7.92%
Academic Year	7.52%	7.55%
<i>Medical - Non Resident</i>		
Tuition: Block Fees		
Tuition	\$ 18,465.89	\$ 19,943.16
Capital Improvement Trust Fund Fee *	190.40	190.40
Student Financial Aid Fee	923.29	997.15
Out-of-State Fee	32,905.90	32,905.90
Student Financial Aid	1,645.29	1,645.29
Subtotal	<u>\$ 54,130.77</u>	<u>\$ 55,681.90</u>
Local Block Fees: **	<u>\$ 1,527.84</u>	<u>\$ 1,587.60</u>
Technology Fee	<u>\$ 185.76</u>	<u>\$ 185.76</u>
Student Affairs Facility Use Fee per semester	<u>\$ 20.00</u>	<u>\$ 20.00</u>
Academic Year (2 Semesters)	<u>\$ 55,884.37</u>	<u>\$ 57,495.26</u>
<i>Percent Increase</i>		
Tuition Block Fees	2.73%	2.87%
Academic Year	2.74%	2.88%

* In 2012-2013 the Building and Capital Improvement Trust Fund Fee were combined into one fee (HB 5201) - The Capital Improvement Trust Fund Fee.

** Local block fees include: 1) Athletic, 2) Activity and Service, 3) Health, 4) Transportation, and 5) Student Affairs Facility Use Fee

Florida State University Tuition & Fees

Information Only

	<u>2011-12</u>	<u>2012-13</u>
Law - Resident		
Tuition:		
Tuition	\$ 531.19	\$ 573.68
Building Fee	2.32	
Student Financial Aid Fee	26.55	28.68
Capital Improvement Trust Fund Fee *	2.44	4.76
Subtotal	\$ 562.50	\$ 607.12
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	\$ 47.60	\$ 49.26
Total per Credit Hour	\$ 610.10	\$ 656.38
Student Affairs Facility Use Fee per semester	\$ 20.00	\$ 20.00
Academic Year (30 Hours)	\$ 18,343.00	\$ 19,731.40

Percent Increase		
Tuition	13.00%	8.00%
Academic Year	12.04%	7.57%

Law - Non-Resident		
Tuition:		
Tuition	\$ 531.19	\$ 573.68
Building Fee	2.32	-
Student Financial Aid Fee	26.55	28.68
Capital Improvement Trust Fund Fee *	2.44	4.76
Out-of-State Fee	621.03	\$ 635.31
Student Financial Aid Fee	31.05	31.76
Subtotal	\$ 1,214.58	\$ 1,274.19
Fees:		
Athletic Fee	\$ 7.39	\$ 7.54
Activity and Service Fee	11.69	12.24
Health Fee	12.96	13.42
Transportation Fee	8.40	8.90
Student Affairs Facility Use Fee	2.00	2.00
Technology Fee	5.16	5.16
Subtotal	\$ 47.60	\$ 49.26
Total per Credit Hour	\$ 1,262.18	\$ 1,323.45
Student Affairs Facility Use Fee per semester	\$ 20.00	\$ 20.00
Academic Year (30 Hours)	\$ 37,905.40	\$ 39,743.50

Percent Increase		
Tuition	13.00%	8.00%
Out-of-State Fee	0.00%	2.30%
Academic Year	5.49%	4.85%

* In 2012-2013 the Building and Capital Improvement Trust Fund Fee were combined into one fee (HB 5201) - The Capital Improvement Trust Fund Fee.

Florida State University
E&G Estimated Tuition and Fees
2011-2012 & 2012-2013

Information Only

	Per Credit Hour Fee (*)			Operating Budget (**)	
	2011-12	2012-13	% Increase	2011-12	2012-13 (Preliminary)
Education and General					
<u>Tuition & Fees</u>					
Resident:					
Undergraduate Lower & Upper					
- Tuition - 1009.24 (4) (b)	\$ 103.32	\$ 103.32	0.00%	\$ 89,301,129	\$ 93,502,409
- Tuition Differential Fee - 1009.24 (16)	32.00	52.29	63.41%	17,786,636	31,351,573
Graduate I & II					
- Tuition - 1009.24 (4) (c)	350.88	403.51	15.00%	50,644,407	60,192,679
Law					
- Tuition - 1009.24 (4) (c)	531.19	573.68	8.00%	11,766,709	11,716,467
Subtotal				\$ 169,498,881	\$ 196,763,128
Non-Resident:					
Undergraduate Lower & Upper					
Out-of-State Fee - 1009.24 (4) (c)	481.48	481.48	0.00%	\$ 10,812,596	\$ 8,877,377
Graduate I & II					
Out-of-State Fee - 1009.24 (4) (c)	601.34	601.34	0.00%	20,672,146	22,399,760
Law					
Out-of-State Fee - 1009.24 (4) (c)	621.03	635.31	2.30%	1,325,278	1,302,065
Subtotal				\$ 32,810,020	\$ 32,579,202
Non-Resident Undergraduate:					
Discounted FTE's at 50%					
- Third Year 2011-2012 - 373 FTE's				\$ 7,135,229	
- Fourth Year 2012-2013 - 505 FTE's					\$ 9,674,909
Subtotal - Resident and Non-Resident Tuition and Fees				\$ 209,444,130	\$ 239,017,239
Other Revenues (App. Fees, Library Fines, etc.)				\$ 1,781,987	\$ 1,806,204
Florida Prepaid Tuition				\$ (766,189)	\$ (1,483,071)
- (represents the amount that FSU will not receive from Florida Prepaid)					
Waivers					
- Undergraduate out-of-state waivers				\$ (1,676,995)	\$ (1,676,995)
- Undergraduate out-of-state waivers (Discounted FTE's at 50%)				(3,567,615)	(4,837,455)
- Graduate in-state/out-of-state				(39,067,208)	(45,244,138)
Subtotal				\$ (44,311,818)	\$ (51,758,588)
Total E&G Tuition and Fees Budget				\$ 166,148,110	\$ 187,581,784

Non-Education and General

Fees					
Resident & Non-Resident:					
Financial Aid Fee - (Undergrad. Resident) - 1009.24 (7)	\$ 5.16	\$ 5.16	0.00%	\$ 4,502,616	\$ 4,669,692
Financial Aid Fee - (Undergrad. Non-resident) - 1009.24 (7)	24.07	24.07	0.00%	900,772	927,441
Financial Aid Fee - (Graduate Resident) - 1009.24 (7)	17.54	20.17	14.99%	2,609,952	3,097,789
Financial Aid Fee - (Graduate Non-resident) - 1009.24 (7)	30.06	30.06	0.00%	1,033,373	1,119,735
Financial Aid Fee - (Law Resident) - 1009.24 (7)	26.55	28.68	8.02%	593,870	589,661
Financial Aid Fee - (Law Non-resident) - 1009.24 (7)	31.05	31.76	2.29%	66,261	65,172
Building Fee - 1009.24 (8)	2.32	-	N/A	2,421,542	-
Capital Improve. Trust Fund Fee - 1009.24 (8)	2.44	-	N/A	2,546,794	-
Capital Improvement Trust Fund fee (HB 5201- line 1179) (line 40 and 41 replaced by line 42)		4.76	N/A		5,136,630
Student Activity and Service Fee 1009.24 (10) (b)	11.69	12.24	4.70%	12,201,648	13,208,478
Health Fee - 1009.24 (11)	12.96	13.42	3.55%	13,527,233	14,481,844
Athletic Fee - 1009.24 (12)	7.39	7.54	2.03%	7,713,446	8,136,595
Student Facility Use Fee - 1009.24 (10) (a)	2.00	2.00	0.00%	2,087,536	2,158,248
Transportation Access Fees - 1009.24 (14) (r)	8.40	8.90	5.95%	8,767,651	9,604,204
Technology Fee - 1009.24 (13)	5.16	5.16	0.00%	5,385,843	5,568,280
Subtotal	\$ 186.79	\$ 193.92	3.82%	\$ 64,358,536	\$ 68,763,768
Student Facility Use Fee per semester - 1009.24 (10) (a)	\$ 20.00	\$ 20.00		\$ 1,629,840	\$ 1,633,840
Total E&G Tuition and Fees Budget & Non-E&G Fees				\$ 232,136,486	\$ 257,979,392
Increase over 2011-2012					\$ 25,842,906

Notes:

* Increases are effective in the fall.

** Based on Academic year of summer, fall, and spring (where summer rates are lower than fall and spring).

57 2011-2012: Fundable Credit Hours (Resident 1,043,768 - Non-Resident 73,934)

58 2012-2013: Fundable Credit Hours (Resident 1,079,124 - Non-Resident 77,834)

Florida State University
E&G Medical Estimated Tuition and Fees
2011-2012 & 2012-2013

Information Only

	Block Fee (*)			Operating Budget (**)		
	2011-12	2012-13	%	2011-12	2012-13 (Preliminary)	
Education and General						
<u>Tuition & Fees</u>						
1	Resident (Block Fee):			479 students	480 students	
2	- Tuition - 1009.24 (4) (c)	\$ 18,465.89	\$ 19,943.16	8%	\$ 8,845,161	\$ 9,572,717
3	Subtotal				\$ 8,845,161	\$ 9,572,717
4	Non-Resident (Block Fee):					
5	Out-of-State Fee - 1009.24 (4) (c)	32,905.90	32,905.90	0%	\$ 164,530	\$ 164,530
6	Subtotal				\$ 164,530	\$ 164,530
7	Waivers					
8	- In state waivers (2011-2012 - 29 students @ 60%)				\$ (321,306)	
9	- In state waivers (2012-2013 - 36 students @ 60%)					\$ (430,772)
10	- Out-of-State waivers (2011-2012 - 5 students @ 50%)				(82,265)	
11	- Out-of-State waivers (2012-2013 - 5 students @ 50%)					(82,265)
12	Subtotal				\$ (403,571)	\$ (513,037)
13	Total E&G Tuition and Fees Budget				\$ 8,606,120	\$ 9,224,210
Non-Education and General						
<u>Fees</u>						
15	Resident & Non-Resident:					
16	Financial Aid Fee - (Resident) - 1009.24 (7)	\$ 923.29	\$ 997.15	8.00%	\$ 443,179	\$ 478,632
17	Financial Aid Fee - (Non-resident) - 1009.24 (7)	1,645.29	1,645.29	0.00%	789,739	789,739
18	Building Fee - 1009.24 (8)	92.80	-	N/A	44,544	-
19	Capital Improve. Trust Fund Fee - (1009.24 (8)	97.60	-	N/A	46,416	-
20	Capital Improvement Trust Fund fee (HB 5201- line 1179)		190.40	N/A		91,392
21	(line 18 and 19 replaced by line 20)					
22	Student Activity and Service Fee - 1009.24 (10) (b)	420.84	440.64	4.70%	202,003	211,507
23	Health Fee - 1009.24 (11)	466.56	483.12	3.55%	223,949	231,898
24	Athletic Fee - 1009.24 (12)	266.04	271.44	2.03%	127,699	130,291
25	Student Facility Use Fee - 1009.24 (10) (a)	72.00	72.00	0.00%	34,560	34,560
26	Transportation Access Fees - 1009.24 (14) (r)	302.40	320.40	5.95%	145,152	153,792
27	Technology Fee - 1009.24 (13)	185.76	185.76	0.00%	89,165	89,165
28	Subtotal	\$ 4,472.58	\$ 4,606.20	2.99%	\$ 2,146,406	\$ 2,210,976
29	Student Facility Use Fee per semester - 1009.24 (10) (a)	\$ 20.00	\$ 20.00		\$ 28,800	\$ 28,800
28	Total E&G Medical Tuition and Fees Budget & Non-E&G Fees				\$ 10,694,372	\$ 11,463,986
30	Increase over 2011-2012					\$ 769,614
31	Notes:					
32	* Increases are effective in the fall.					
33	** Based on Academic year of summer, fall, and spring.					

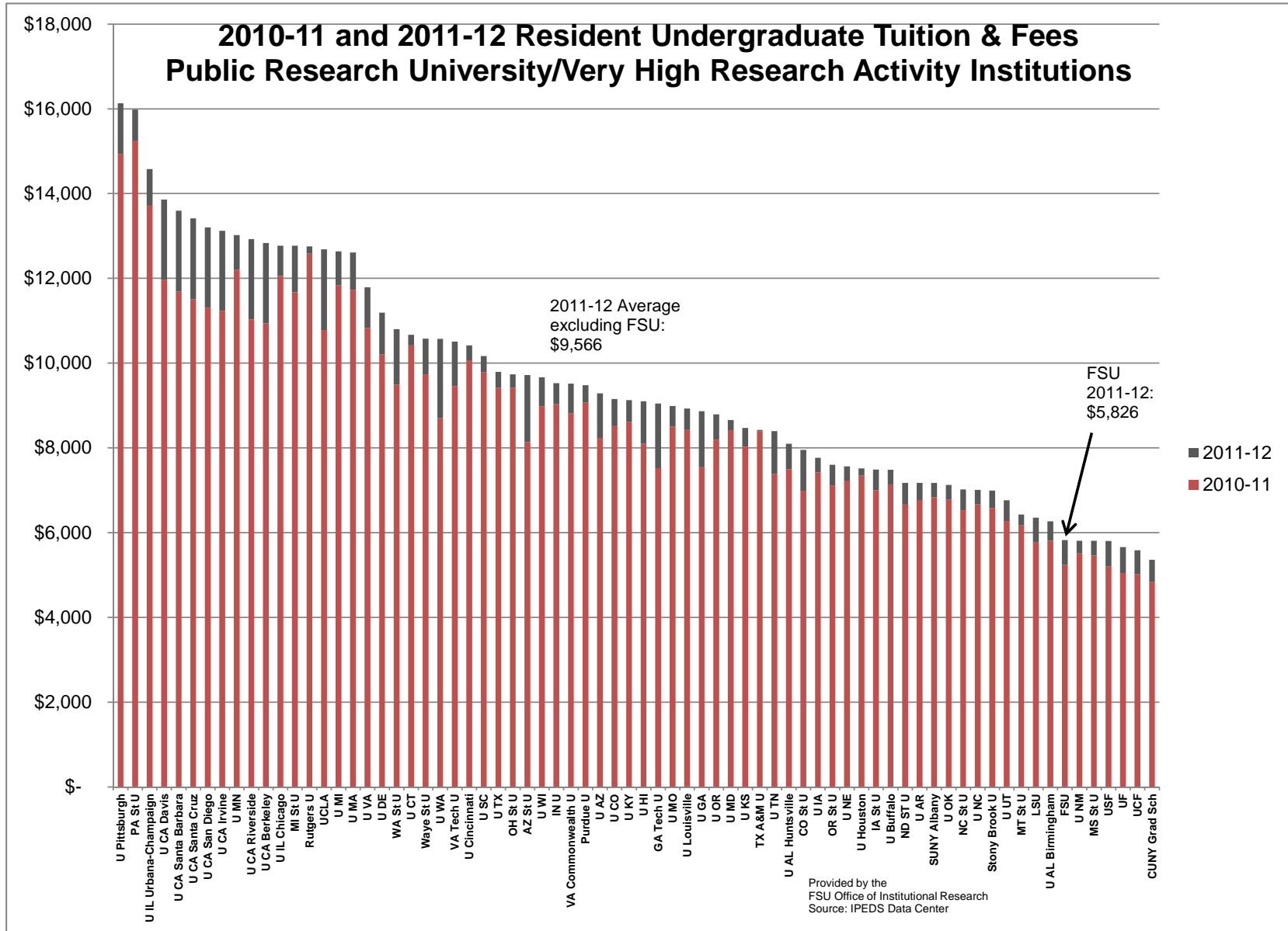
**AVERAGE PUBLIC FOUR-YEAR TUITION AND FEES
FULL-TIME RESIDENT UNDERGRADUATES**

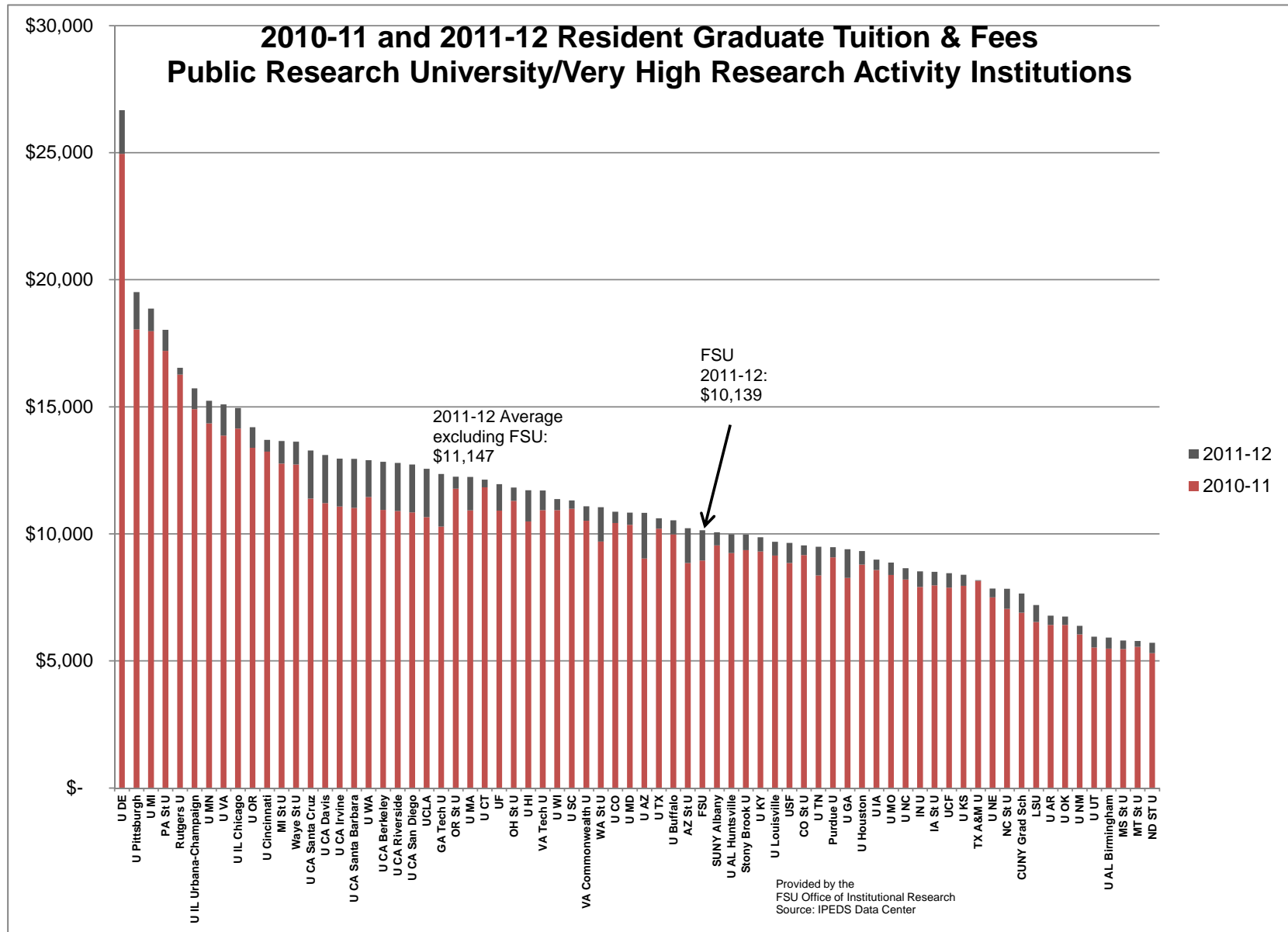
		Public Four-Year In-State		
	State	2011-12	2010-11	% Change
	US Average	\$8,244	\$7,613	8.3%
1	New Hampshire	\$13,507	\$11,946	13.1%
2	Vermont	\$13,078	\$12,474	4.8%
3	Pennsylvania	\$12,079	\$11,331	6.6%
4	New Jersey	\$12,041	\$11,649	3.4%
5	Illinois	\$11,600	\$10,969	5.8%
6	Michigan	\$10,837	\$10,135	6.9%
7	Delaware	\$10,496	\$9,623	9.1%
8	South Carolina	\$10,300	\$10,063	2.4%
9	Massachusetts	\$10,173	\$9,488	7.2%
10	Rhode Island	\$10,007	\$9,319	7.4%
11	Minnesota	\$9,966	\$9,387	6.2%
12	Virginia	\$9,618	\$8,809	9.2%
13	Washington	\$9,484	\$8,197	15.7%
14	Arizona	\$9,428	\$8,075	16.8%
15	Maine	\$9,354	\$8,945	4.6%
16	Connecticut	\$9,197	\$8,977	2.5%
17	California	\$9,022	\$7,485	20.5%
18	Ohio	\$8,904	\$8,605	3.5%
19	Hawaii	\$8,352	\$7,458	12.0%
20	Indiana	\$8,334	\$7,988	4.3%
21	Wisconsin	\$8,193	\$7,711	6.3%
22	Texas	\$8,078	\$7,744	4.3%
23	Maryland	\$7,993	\$7,737	3.3%
24	Alabama	\$7,993	\$7,373	8.4%
25	Oregon	\$7,988	\$7,434	7.5%
26	Kentucky	\$7,963	\$7,519	5.9%
27	Colorado	\$7,849	\$7,078	10.9%
28	Missouri	\$7,668	\$7,271	5.5%
29	Iowa	\$7,562	\$7,155	5.7%
30	Tennessee	\$7,209	\$6,522	10.5%
31	District of Columbia	\$7,000	\$7,000	0.0%
32	Kansas	\$6,960	\$6,627	5.0%
33	Nebraska	\$6,934	\$6,600	5.1%
34	South Dakota	\$6,873	\$6,318	8.8%
35	North Dakota	\$6,847	\$6,569	4.2%
36	Georgia	\$6,808	\$5,872	15.9%
37	Arkansas	\$6,646	\$6,304	5.4%
38	New York	\$6,213	\$5,793	7.3%
39	Oklahoma	\$6,059	\$5,750	5.4%
40	Nevada	\$6,044	\$5,318	13.7%
41	Montana	\$5,874	\$5,612	4.7%
42	North Carolina	\$5,685	\$5,323	6.8%
43	Idaho	\$5,681	\$5,330	6.6%
44	Mississippi	\$5,668	\$5,294	7.1%
45	Florida*	\$5,626	\$5,034	11.8%
46	West Virginia	\$5,532	\$5,226	5.9%
47	New Mexico	\$5,457	\$5,128	6.4%
48	Alaska	\$5,456	\$5,261	3.7%
49	Utah	\$5,292	\$4,916	7.6%
50	Louisiana	\$5,123	\$4,733	8.2%
51	Wyoming	\$4,125	\$3,927	5.0%

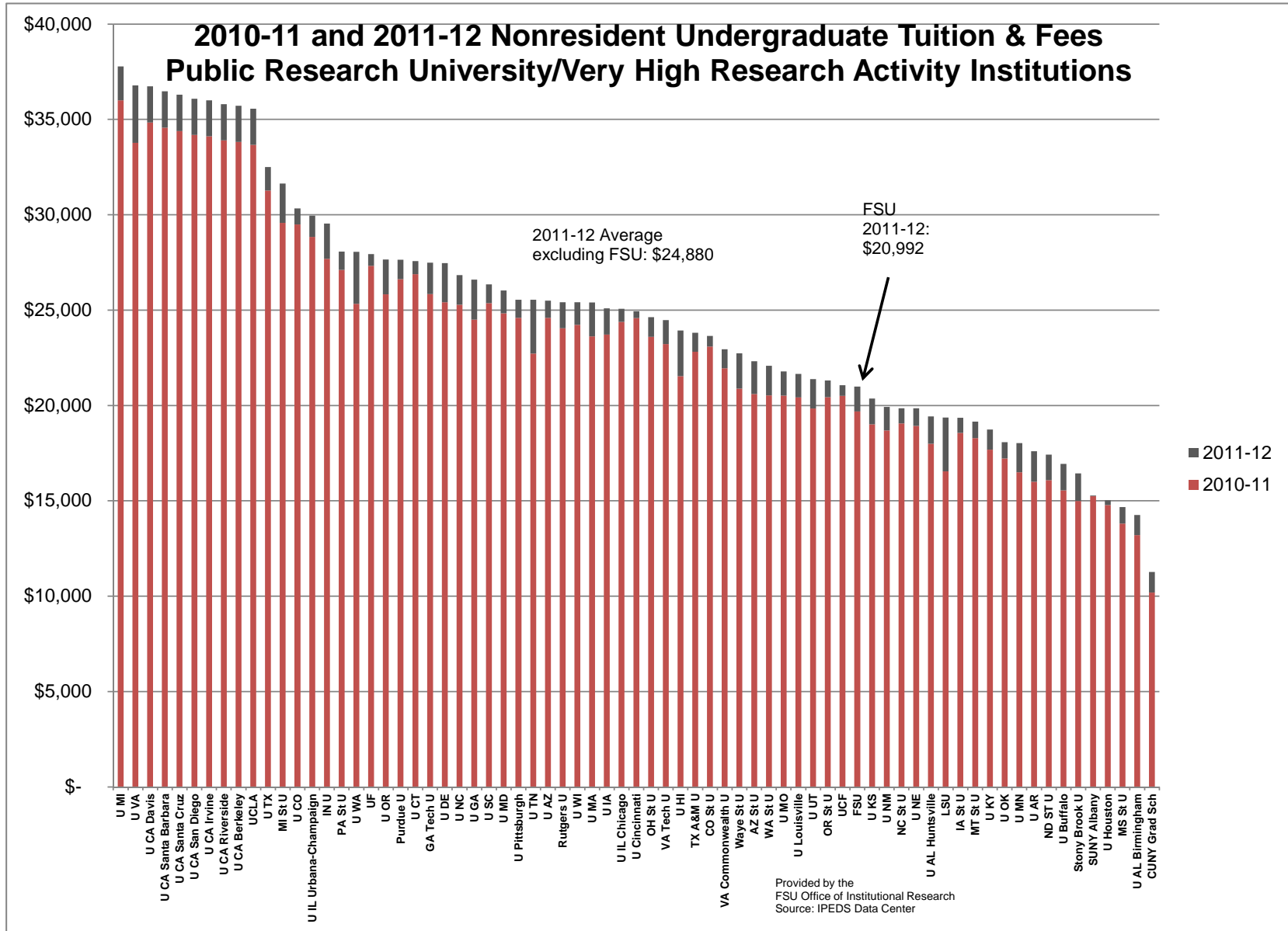
Note: Enrollment-Weighted. Data on individual states should be interpreted with caution because of the possible impact of reporting errors and missing data on states with small numbers of institutions.

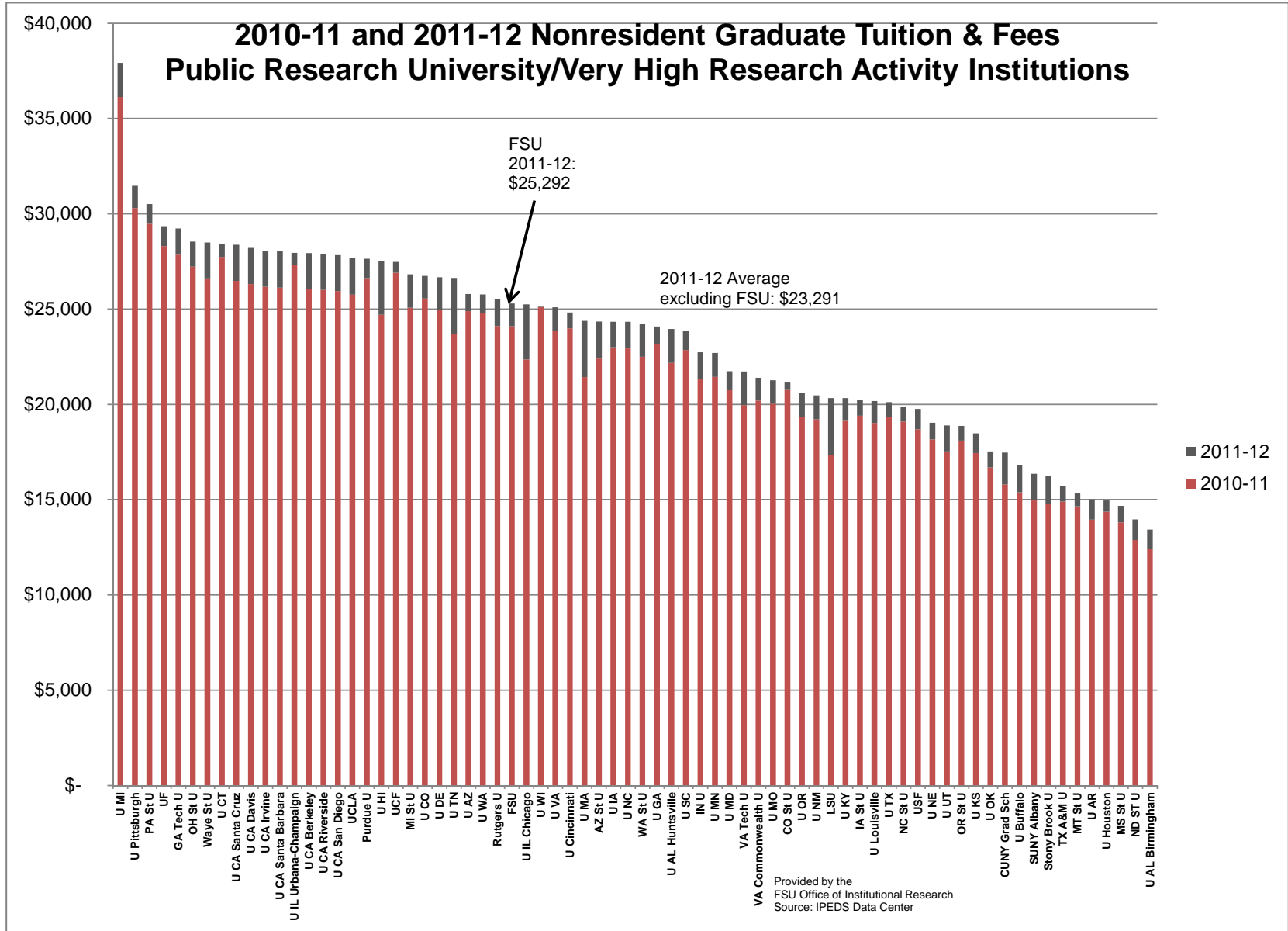
Source: The College Board *Annual Survey of Colleges*

*Includes all Universities in the SUS












THE FLORIDA STATE UNIVERSITY
OFFICE OF THE SENIOR VICE PRESIDENT
FOR FINANCE & ADMINISTRATION

MEMORANDUM

TO: President Barron

FROM: John Carnaghi 

DATE: June 7, 2012

SUBJECT: Proposed FY2013-2014 Fixed Capital Outlay Budget Request
Request for Approval

Pursuant to Sections 216.0158, 216.043 and 1013.64, Florida Statutes, the preparation and submission of the 2013-2014 Fixed Capital Outlay (FCO) Legislative Budget Request for the State University System requires that each college and university update its Capital Improvement Plan (CIP). The CIP, as used by the Board of Governors, is tended to present the additional academic and academic support facilities needed for a five-year period. The updated CIP is expected to be submitted to the Board in August 2012.

This year, the Board of Governors has modified the submittal requirements. In addition to the prioritized list of PECO eligible projects, the Board is directing universities to include prioritized lists of Capital Improvement Trust Fund (CITF) projects, projects that will be funded from other State sources, and projects that will be developed with non-State sources, including debt.

The attached list includes the recommended list of PECO eligible and CITF projects. Projects in these last two categories will be developed before the August submittal date.

It is recommended therefore that the FSU Board of Trustees empower the University President to make subsequent changes if needed to the University's Fixed Capital Outlay Budget Request, including the list of PECO eligible and CITF projects, and to prepare the lists of projects that will be funded from other State and non-State sources. The final version of the University's FY2013-2014 Fixed Capital Outlay Budget Request will be brought to the Trustees for their consideration in the Fall.

JRC/MB/gg

Attachment

Florida State University
Five Year Capital Improvement Plan (CIP) and Legislative Budget Request

May 21, 2012

Priority Number	Project Name	Proposed Five Year PECO List										5-Year Total
		2013-2014		2014-2015		2015-2016		2016-2017		2017-2018		
1	Utilities/Infrastructure/Capital Renewal/Roofs	10,000,000	PCE	10,000,000	PCE	15,000,000	PCE	15,000,000	PCE	15,000,000	PCE	65,000,000
2	FAMU-FSU College of Engineering III - Joint Use	4,000,000	CE	11,034,335	CE							15,034,335
3	EOAS Building (Phase I and Phase II)	30,000,000	CE	26,100,000	CE	5,000,000	CE			3,700,000	P	64,800,000
4	STEM Teaching Lab Building	2,250,000	P	27,750,000	CE	4,000,000	CE					34,000,000
5	Firestone/Winchester Building Renovations	1,600,000	P	17,400,000	CE	2,900,000	E	600,000	P	6,600,000	CE	29,100,000
6	Library Information Commons	2,250,000	P	18,000,000	CE	37,000,000	CE	5,000,000	CE			62,250,000
7	Land Acquisition	5,000,000	LA			5,000,000	LA			5,000,000	LA	15,000,000
8	Academic Support Building	2,000,000	P	33,000,000	C	4,000,000	E					39,000,000
9	Dittmer Building Remodeling	3,000,000	P	22,500,000	C	16,000,000	CE	5,000,000	CE			46,500,000
10	Physics Building			3,800,000	P	50,000,000	CE	5,000,000	E			58,800,000
11	Clinical Training Center (Non-Medical)			2,000,000	P	20,000,000	C	3,000,000	E			25,000,000
12	Kellogg Research Building Remodeling							1,500,000	P	15,000,000	C	16,500,000
13	Biology Unit I Building Remodeling							2,400,000	P	26,000,000	C	28,400,000
14	College of Business Building							3,800,000	PC	55,700,000	CE	59,500,000
15	Eppes Building Remodeling							12,000,000	PC	2,500,000	CE	14,500,000
TOTAL		60,100,000		171,584,335		158,900,000		37,500,000		71,300,000		499,384,335

CITF Projects

1	Student Union Expansion (Phase I)	35,000,000	PCE									35,000,000
TOTAL		35,000,000		0		0		0		0		35,000,000
GRAND TOTAL		95,100,000		171,584,335		158,900,000		37,500,000		71,300,000		\$534,384,335

P = Planning C= Construction E= Equipment LA=Land Acquisition

FLORIDA STATE UNIVERSITY | OFFICE *of the* PROVOST



TO: President Eric J. Barron

FROM: Garnett S. Stokes

A handwritten signature in cursive script that reads "Garnett S. Stokes".

DATE: May 21, 2012

SUBJECT: Report on Tenure
Information Item

As an informational item to the Board of Trustees, the Promotion and Tenure process for 2011-2012 is complete. Tenure was granted to 44 faculty members effective Fall Semester 2012. Tenure was also granted to 11 new faculty members effective upon the date of their initial appointments.



MEMORANDUM

TO: President Eric Barron

FROM: Garnett S. Stokes *Garnett S. Stokes*

DATE: May 17, 2012

SUBJECT: 2012 Update to the University Work Plan
Request for Approval

Pursuant to Board of Governors Regulation 1.001 regarding University Board of Trustees (UBOT) Powers and Duties, "Each board of trustees shall prepare a multi-year Work Plan for the Board of Governors that outlines its university's top priorities, strategic directions, and specific actions and financial plans for achieving those priorities, as well as performance expectations and outcomes on institutional and system-wide goals. The Work Plan shall reflect the university's distinctive mission and focus on core institutional strengths within the context of State University System goals and regional and statewide needs."

The original workplan was submitted June 2010. An update to the workplan is required each year. The BOG continues to modify the workplan template which now includes the following elements:

1. Mission Statement
2. Vision Statement
3. Statement of Strategy
4. Strengths and Opportunities
5. Key Initiatives and Investments
6. Key Performance Indicators
7. Institution Specific Goals
8. Reports related to Tuition Differential expenditures
9. 15% Tuition Differential Fee Increase
10. Updates to the enrollment plan
11. New Degree Programs

I recommend your approval of the 2012 Update to the University Work Plan that specifically includes the university's request for a 15% increase to the Tuition Differential fee. Upon approval, the workplan will be forwarded to the Board of Governors for review at its June 21, 2012 meeting.

FSU

2012-13

Work Plan



Florida State University

Work Plan Presentation for 2012-13 Board of Governors Review

STATE UNIVERSITY SYSTEM of FLORIDA | **Board of Governors**



INTRODUCTION

The State University System of Florida has developed three tools that aid in guiding the System's future.

- 1) The Board of Governors' new Strategic Plan 2012-2025 is driven by goals and associated metrics that stake out where the System is headed;*
- 2) The Board's Annual Accountability Report provides yearly tracking for how the System is progressing toward its goals;*
- 3) Institutional Work Plans connect the two and create an opportunity for greater dialogue relative to how each institution contributes to the System's overall vision.*

These three documents assist the Board with strategic planning and with setting short-, mid- and long-term goals. They also enhance the System's commitment to accountability and driving improvements in three primary areas of focus: 1) academic quality, 2) operational efficiency; and, 3) return on investment.

The Board will use these documents to help advocate for all System institutions and foster even greater coordination with the institutions and their Boards of Trustees.

Once a Work Plan is approved by each institution's respective Boards of Trustees, the Board of Governors will review and consider the plan for potential acceptance of 2012-13 components. Longer-term components will inform future agendas of the Board's Strategic Planning Committee. The Board's acceptance of a work plan does not constitute approval of any particular component, nor does it supersede any necessary approval processes that may be required for each component.



TABLE OF CONTENTS

1. STRATEGY

- a. Mission Statement
- b. Vision Statement
- c. Statement of Strategy
- d. Strengths and Opportunities
- e. Key Initiatives & Investments

2. KEY PERFORMANCE INDICATORS

- a. Goals Common to All Universities
- b. Goals Specific to Research Universities
- c. Institution Specific Goals

3. OPERATIONS

- a. Fiscal Information (*includes Tuition Differential Fee Request*)
- b. Enrollment Planning
- c. Academic Program Coordination

4. DEFINITIONS



MISSION STATEMENT (What is your purpose?)

The Florida State University preserves, expands, and disseminates knowledge in the sciences, technology, arts, humanities, and professions, while embracing a philosophy of learning strongly rooted in the traditions of the liberal arts. The university is dedicated to excellence in teaching, research, creative endeavors, and service. The university strives to instill the strength, skill, and character essential for lifelong learning, personal responsibility, and sustained achievement within a community that fosters free inquiry and embraces diversity.

VISION STATEMENT (What do you aspire to?)

The vision for The Florida State University as adopted in its recent strategic plan states that "The Florida State University will be one of the world's premier institutions of higher education, devoted to transforming the lives of our students, shaping the future of our state and society, and offering programs of national and international distinction in a climate of inquiry, engagement, collegiality, diversity, and achievement."

STATEMENT OF STRATEGY (How will you get there?)

Given your mission, vision, strengths and available resources, provide a brief description of your market and your strategy for addressing and leading it.

FSU competes in national and international markets for faculty, and our student centered education is provided by an outstanding faculty defining the frontiers of research and creativity. As a top-tier research university, it is crucial to offer the full breadth of disciplinary excellence, and we seek continual improvement in our position in retaining and educating the most promising students in the State of Florida. Recruitment and retention of faculty is essential to maintain market competitiveness, and our strategy is to leverage our long-standing and well-developed strengths in the physical sciences and fine arts with emerging opportunities for innovation and problem-solving in the sciences and the professions.



STRENGTHS AND OPPORTUNITIES *(within 3 years)*

What are your core capabilities and opportunities (aka “weaknesses”) for improvement?

Based on a national ranking of the top 100 public universities, it isn't surprising that every university ranked higher than FSU in quality also ranked higher in available resources. However, 49 of the institutions ranked lower in quality *also* had more resources than FSU. Thus, a core capability of Florida State University is its extraordinarily efficient and effective use of the resources entrusted to it. We intend to advance the important mission of FSU by deliberately leveraging our strengths and successes and by expanding opportunities through new partnerships. Our most immediate need is to hire additional faculty, and we will leverage recurring and nonrecurring funds to invest in new faculty, replacing the non-recurring funds with recurring revenue when it becomes available.

KEY INITIATIVES & INVESTMENTS *(within 3 years)*

Describe your top three key initiatives for the next three years that will drive improvement in Academic Quality, Operational Efficiency, and Return on Investment.

1. Entrepreneurial University program: Across the U.S., most business courses are usually available only to business majors, yet entrepreneurs span a wide variety of majors, and to limit such valuable education to only those majoring in business is to lose out on opportunities to strengthen the value of degrees in other fields. As one example, consider the increased value of a degree in engineering if it is combined with the fundamental courses in business and entrepreneurship. FSU proposes to hire the faculty necessary to open a four-course sequence to all majors. In addition, we have philanthropic goals to bring entrepreneurs-in-residence to multiple colleges to enable faculty and students to take ideas to the marketplace, fund an enhanced start-up competition, create start-up incubators, create partnerships between business majors and STEM graduate students, and create a platform for investors to partner with the University. This program is designed to promote the job prospects and entrepreneurial potential of students and faculty, and to create new partnerships with industry.
2. STEM excellence: We intend to invest in energy and material sciences to ensure that we are national leaders in these critical fields. The opportunity to leverage the National High Magnetic Field Laboratory, High Performance Materials Institute, Center for Advanced Power Systems, and the Florida Center for Advanced Aero Propulsion (which have already created spin-offs such as Bing Energy, which may revolutionize fuel cell production) is enormous. Materials and energy research have perhaps the highest potential for innovation and job growth of any of the STEM fields because they impact so many areas, from cancer treatment to construction to energy storage to the speed of microprocessors. FSU is eager to begin to invest in these areas that will have immediate payoffs.
3. Critical needs for student success: The loss of faculty has resulted in decreased course availability and larger classes – with the likely result of increasing time to graduation. Longer graduation times are a significant waste of taxpayer dollars. Having fewer faculty members also diminishes the ability of the university to accomplish its research mission and expand contract and grant funding, all of which also reduce opportunities for graduate students and our undergraduate students who benefit by working directly with faculty in their research labs. We propose a deliberate effort to target faculty hiring to student needs at all levels.



KEY PERFORMANCE INDICATORS

The Board of Governors has selected the following Key Performance Indicators, from its 2012-2025 System Strategic Plan and from accountability metrics identified by the Florida Legislature. The Key Performance Indicators emphasize three primary areas of focus: **Academic Quality, Operational Efficiency, and Return on Investment**. The indicators address common goals across all universities while also providing flexibility to address institution-specific goals from a list of metrics in the 2012-2025 System Strategic Plan.

The Goals Specific to Research Universities apply only to those universities classified by the Carnegie Foundation for the Advancement of Teaching as being a 'Research University'¹, which includes Florida A&M University (by university request), Florida Atlantic University, Florida International University, Florida State University, University of Central Florida, University of Florida, and the University of South Florida.

¹ The Carnegie Foundation for the Advancement of Teaching has developed a well-respected system of categorizing postsecondary institutions that includes consideration of each doctorate-granting university's research activities – for more information see [link](#).



KEY PERFORMANCE INDICATORS

Goals Common to All Universities

	5 YEAR TREND (06-07 to 10-11)	2010-11 ACTUAL	2011-12 ESTIMATES	2012-13 GOALS	3 YEAR GOALS (2014-15)
Academic Quality					
National Ranking for University and Programs					
<p>FSU plans to invest in hiring new faculty and strategically targeting high impact leaders in multiple disciplines. Pre-eminent universities are distinguished by the quality of their faculty reflected in the visibility and impact of their scholarship and the innovativeness and effectiveness of their teaching. Characteristic of pre-eminent universities is the presence of faculty members who have been recognized by prestigious awards and recognitions, such as Guggenheims, Nobel Prizes, various National Academic memberships, Fulbright awards, and others. World-Class Faculty members serve as national and international leaders in their disciplines, and their presence on a campus immediately and exponentially increases the quality of the student experience and the significance of research produced.</p>					
Avg. SAT Score	3.0%	1,798.5	1,803.0	1,817.0	1,830.0
Avg. High School GPA (on 4.0 scale)	3.9%	3.76	3.79	3.80	3.82
Professional/Licensure Exam First-time Pass Rates					
Exams Above National/State Benchmark	n/a	4	4	5	5
Exams Below National/State Benchmark	n/a	1	1	0	0
Percent of Undergraduate Seniors Participating in a Research Course	n/a	A system-wide definition will be determined during the Summer of 2012.			
SUBTOTAL OF IMPROVING METRICS	2	2	4	4	4
Operational Efficiency					
Freshman Retention Rate	4%	92%	92%	92%	93%
FTIC Graduation Rates					
In 4 years (or less)	12%	56%	57%	58%	60%
In 6 years (or less)	6%	74%	74%	74%	75%
AA Transfer Graduation Rates					
In 2 years (or less)	5%	44%	45%	46%	46%
In 4 years (or less)	4%	78%	78%	79%	79%
Percent of Bachelor's Degrees Without Excess Hours	n/a	Board staff is currently updating the methodology for this metric			
SUBTOTAL OF IMPROVING METRICS	6	2	3	5	5
Return on Investment					
Bachelor's Degrees Awarded	13.7%	7,886	7,849	7,600	7,700
Percent of Bachelor's Degrees in STEM	3.7%	15.4%	16%	17%	17%
Graduate Degrees Awarded including professional	25.2%	3,095	3,093	3,154	3,282
Percent of Graduate Degrees in STEM	1.3%	13.9%	16%	16%	17%
Percent of Baccalaureate Graduates Employed in FL	-5%	56%	57%	58%	60%
Percent of Baccalaureate Graduates Continuing their Education (in FL)	1%	19%	20%	20%	21%



Annual Gifts Received (\$M)	-0.7%	\$ 49,913,159	\$ 55.0 M	\$ 65.0 M	\$ 85.0 M
Endowment (\$M)	+4.0%	\$ 525,259,759	\$ 525.0 M	\$ 565.0 M	\$ 645.0 M
SUBTOTAL OF IMPROVING METRICS	6		5	5	7
TOTAL OF IMPROVING METRICS	14		9	12	16

Note: Performance metrics are defined on pages 18-21.



KEY PERFORMANCE INDICATORS

Goals Specific to Research Universities

	5 YEAR TREND (06-07 to 10-11)	2010-11 ACTUAL	2011-12 ESTIMATES	2012-13 GOALS	3 YEAR GOALS (2014-15)
Academic Quality					
Faculty Awards	50%	9	10	14	16
National Academy Members	0%	6	6	6	7
Number of Post-Doctoral Appointees	-4%	241	217	221	230
Number of Science & Engineering Disciplines Nationally Ranked in Top 100 for Research Expenditures <i>(based on 8 broad discipline areas, and includes private universities)</i>	n/a	7 (Footnote 1)	7	7	7
SUBTOTAL OF IMPROVING METRICS	1		1	2	3
Operational Efficiency					
To Be Determined		The Board of Governors will work with Universities to develop metrics associated with Operational Efficiencies.			
Return on Investment					
Total Research Expenditures (\$M) <i>(includes non-Science & Engineering disciplines)</i>	9.8%	\$ 230.4	\$ 235.0	\$ 240.0	\$ 244.0
Science & Engineering Research Expenditures (\$M)	16.8%	\$ 216.9	\$ 221.0	\$ 225.0	\$ 229.0
Percent of Research Expenditures funded from External Sources	-5.5% (Footnote 2)	69%	68%	68%	70%
Patents Issued	200%	36	25	34	33
Licenses/Options Executed	450%	11	11	11	11
Licensing Income Received (\$M)	28.8%	\$ 1.47	\$ 1.25	\$ 1.25	\$ 1.25
Number of Start-up Companies	N/A% (Footnote 3)	4	1	3	4
Science & Engineering R&D Expenditures in non-Medical/Health Sciences	17.3%	\$208.1M	\$212.0M	\$216.0M	\$220.0M
National Rank is Higher than Predicted by the Financial Resources Ranking <i>(based on U.S. News & World Report)</i>	101 (Footnote 4)	107	110	113	117
Research Doctoral Degrees Awarded	32.0%	429	433	441	459
Percent of Research Doctoral Degrees Awarded in STEM	1%	33.0%	33.0%	35%	37%
Professional Doctoral Degrees Awarded	40.9%	389	423	430	430
SUBTOTAL OF IMPROVING METRICS	10		6	9	10
TOTAL OF IMPROVING METRICS	11		7	11	13



KEY PERFORMANCE INDICATORS

Institution Specific Goals

Each university will select three metric goals from the following list of metrics included in the 2012-2025 System Strategic Plan:

Freshman in Top 10% of Graduating High School Class	Bachelor's Degrees in Areas of Strategic Emphasis
Percentage of Eligible Programs with Specialized Accreditation	Graduate Degrees in Areas of Strategic Emphasis
Average Time to Degree for FTICs	Number of Faculty Designated a Highly Cited Scholar
Bachelor's Degrees Awarded to Minorities	Seek and/or Maintain Carnegie's Community Engagement Classification (narrative goal)
Number of Adult (age 25+) Undergraduates Enrolled	Percentage of Students Participating in Identified Community and Business Engagement Activities
Percent of Course Sections Offered via Distance and Blended Learning	Enrollment in Professional Training and Continuing Education Courses

	5 YEAR TREND (06-07 to 10-11)	2010-11 ACTUAL	2011-12 ESTIMATES	2012-13 GOALS	3 YEAR GOALS (2014-15)
Metric #1 Average Time to Degree for FTICs	Improved .01 yr	3.90 yrs	3.90 yrs	3.88 yrs	3.87 yrs
Based on comparison of spring term only FTIC graduates from 2006-07 and 2010-11, the average time-to-degree of FTICs graduating dropped from 3.91 years to 3.90 years.					
Metric #2 Bachelor's Degrees in Areas of Strategic Emphasis	4.3%	3,033	3,064	3,097	3,125
Metric #3 Number of Faculty Designated a Highly Cited Scholar	n/a	7	7	7	8

To further distinguish the university's distinctive mission, the university may choose to provide two additional narrative and metric goals that are based on the university's own strategic plan.

Goal 1. Recruitment, development, and retention of outstanding, diverse faculty members are critical to being a pre-eminent university. World-class programs delivered by a dedicated and creative faculty inspire students to reach new levels of achievement. The focus on building the entrepreneurial program and in strengthening STEM requires hiring new faculty and replenishing losses in the tenured and tenure-track faculty ranks. We are challenged to enhance the opportunities we provide on campus to our most promising students, and hiring faculty with national and international preeminence as scholars and scientists is essential to continually improving the impact of our research programs and the quality of the education we provide.

Metric Number of Tenure/Tenure-earning faculty	-4.4%	1,040	1,004	1,040	1,060
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Goal 2. Enrich the student experience by supporting and improving undergraduate, graduate and professional education, with its accompanying positive effect on future graduates and the communities and professions they will serve. Our goal is student success, measured by high retention and graduation rates, access to cutting-edge knowledge, worthwhile employment and contributions to the vitality of our nation.



Metric: Number of Students Tutored in Gateway Courses	n/a	8,257	8,422	8,590	8,762
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Metric: Continuous improvement on the National Survey of Student Engagement (NSSE) Survey

The National Survey of Student Engagement (NSSE) is a tool used by many universities to measure critical features of quality by measuring the amount of time and effort students put into their studies and other activities as well as how the institution deploys its resources and organizes the curriculum and other learning opportunities. FSU continues to enhance its support of undergraduate success as evidenced in three National Survey of Student Engagement (NSSE) participations. NSSE defines five benchmark survey areas, each of which is critical to student engagement and ultimately successful completion of degrees. For each aggregate benchmark score (below) FSU has made continuous improvement. Our next NSSE participation is scheduled for 2013-14; we anticipate another increase in benchmark scores at this time.

NSSE Benchmark Scores

Benchmark Name	2005		2008		2011	
	First-Year Student	Senior	First-Year Student	Senior	First-Year Student	Senior
Supportive Campus Environment (SCE)	57.5%	56.2%	62.2%	58.5%	67.5%	62.6%
Enriching Educational Experience (EEE)	27%	39.5%	29.1%	40.2%	30.3%	42.4%
Student-Faculty Interaction (SFI)	29.5%	41.4%	35.1%	41.9%	35.3%	43.3%
Active and Collaborative Learning (ACL)	36.2%	47.7%	40%	48%	40.2%	48.6%
Level of Academic Challenge (LAC)	48.5%	52%	53.1%	53.2%	53.6%	55.3%

Footnotes to support the Key Performance Indicators Section:

Footnote 1 -- The data reported is actual for FY 2009-10 rather than FY 2010-11. NSF has not published the FY 2010-11 data.

Footnote 2 --NSF changed its reporting format between FY 2005-06 and FY 2010-11 and the information for FY 2005-06 expenditures is not available to accurately calculate the 5 Year Trend. In FY 2005-06 FSU did not report the non-S&E data by funding source. Therefore the data is not available to determine how much of the non-S&E expenditures are not from external sources. We did report funding source data for the FY 2005-06 S&E expenditures so the computation for the 5 Year Trend only partially excludes non external expenditures.

Footnote 3 -- A percent value for the number of startups is not available because the FY 06 value is zero.

Footnote 4 -- Average of differences between 2006-07 USNWR Financial Rank and Overall Rank; and 2010-11 USNWR Financial Rank and Overall Rank.

Footnote 4 Detail	2006-07	2010-11
US News Rank	112	101
US News Financial Rank	207	208
Difference (Average = 101)	95	107



OPERATIONS



FISCAL INFORMATION

University Revenues (in Millions of Dollars)

	2007-08 Actual	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Appropriations
Education & General – Main Operations						
State Funds	\$ 329.5	\$ 323.7	\$ 289.3	\$ 298.0	\$ 251.6	\$ 187.2
Tuition	\$ 124.0	\$ 126.1	\$ 141.8	\$ 159.1	\$ 166.1	n/a
TOTAL MAIN OPERATIONS	\$ 453.5	\$ 449.8	\$ 431.1	\$ 457.1	\$ 417.7	n/a
Education & General – Health-Science Center / Medical Schools						
State Funds	\$ 42.4	\$ 39.0	\$ 37.8	\$ 38.5	\$ 33.7	\$ 33.2
Tuition	\$ 5.7	\$ 6.5	\$ 7.1	\$ 7.9	\$ 8.6	n/a
TOTAL HSC	\$ 48.1	\$ 45.5	\$ 44.9	\$ 46.4	\$ 42.3	n/a
Education & General – Institute of Food & Agricultural Sciences (IFAS)						
State Funds	n/a	n/a	n/a	n/a	n/a	n/a
Tuition	n/a	n/a	n/a	n/a	n/a	n/a
TOTAL IFAS	n/a	n/a	n/a	n/a	n/a	n/a
EDUCATION & GENERAL TOTAL REVENUES	\$ 501.6	\$ 495.3	\$ 476.0	\$ 503.5	\$ 460.0	n/a

Note: State funds include General Revenue funds, Lottery funds, Federal Stimulus funds, and Phosphate Research funds (for Polytechnic) appropriated by the Florida Legislature (as reported in the Annual Accountability Report). Actual tuition includes base tuition and tuition differential fee revenues for resident and non-resident students (as reported in the Annual Accountability Report). Note*: 2012-13 Appropriated tuition is based on the appropriated budget authority.

OTHER BUDGET ENTITIES

Auxiliary Enterprises

Resources associated with auxiliary units that are self supporting through fees, payments and charges. Examples include housing, food services, bookstores, parking services, health centers.

Revenues	\$ 209.6	\$ 188.2	\$ 184.0	\$ 199.6	\$ 208.0	n/a
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Contracts & Grants

Resources received from federal, state or private sources for the purposes of conducting research and public service activities.

Revenues	\$ 195.1	\$ 192.9	\$ 196.1	\$ 212.5	\$ 235.6	n/a
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Local Funds

Resources associated with student activity (supported by the student activity fee), student financial aid, concessions, intercollegiate athletics, technology fee, green fee, and student life & services fee.

Revenues	\$ 167.1	\$ 175.6	\$ 194.2	\$ 220.8	\$ 229.0	n/a
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Faculty Practice Plans

Revenues/receipts are funds generated from faculty practice plan activities.

Revenues	\$ 4.8	\$ 4.9	\$ 5.4	\$ 6.3	\$ 6.8	n/a
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OTHER BUDGET ENTITY TOTAL REVENUES	\$ 501.6	\$ 495.3	\$ 476.0	\$ 503.5	\$ 460.0	n/a
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UNIVERSITY REVENUES GRAND TOTAL	\$ 1,078.2	\$ 1,056.9	\$ 1,055.7	\$ 1,142.7	\$ 1,139.4	n/a
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FISCAL INFORMATION (continued)

Undergraduate Resident Tuition Summary (for 30 credit hours)

	FY 2010-11 ACTUAL	FY 2011-12 ACTUAL	FY 2012-13 REQUEST	FY 2013-14 PLANNED	FY 2014-15 PLANNED
Base Tuition	\$2,870.10	\$3,099.60	\$3,099.60	\$3,099.60	\$3,099.60
Tuition Differential Fee	\$660.00	\$960.00	\$1,568.70	\$2,268.90	\$3,074.10
Percent Increase	15%	15%	15%	15%	15%
Required Fees ¹	\$1,707.70	\$1,765.60	\$1,815.40	\$1,873.00	\$1,933.00
TOTAL TUITION AND FEES	\$5,237.80	\$5,825.20	\$6,483.70	\$7,241.50	\$8,106.70

Note 1: For more information regarding required fees see list of per credit hour fees and block fees on page 16.

Student Debt Summary

	2007-08 ACTUAL	2008-09 ACTUAL	2009-10 ACTUAL	2010-11 ACTUAL	2011-12 ESTIMATE
Percent of Bachelor's Recipients with Debt	48%	48%	48%	54%	51%
Average Amount of Debt <i>for Bachelor's who have graduated with debt</i>	\$16,927	\$19,364	\$20,993	\$22,139	\$22,683
Student Loan Cohort Default Rate (2nd Year)	3.0%	3.4%	5.4%	n/a	n/a
Student Loan Cohort Default Rate (3rd Year)	4.5%	5.4%	n/a until 2013	n/a	n/a

Note: Student Loan cohort default data includes undergraduate and graduate students.

Cost of Attendance (for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2011-12)

	TUITION & FEES	BOOKS & SUPPLIES	ROOM & BOARD	TRANSPORTATION	OTHER EXPENSES	TOTAL
ON-CAMPUS	\$5,514	\$1,000	\$9,412	\$1,254	\$2,880	\$20,060
AT HOME	\$5,514	\$1,000	\$4,706	\$2,880	\$2,880	\$15,354

Estimated Net Cost by Family Income (for Full-Time Undergraduate Florida Residents in the Fall and Spring of 2011-12)

FAMILY INCOME GROUPS	FULL-TIME RESIDENT UNDERGRADUATES HEADCOUNT	PERCENT	AVG. NET COST OF ATTENDANCE	AVG. NET TUITION & FEES	AVERAGE GIFT AID AMOUNT	AVERAGE LOAN AMOUNT
Below \$40,000	5,143	25%	\$11,375	(\$3,262)	\$8,394	\$3,946
\$40,000-\$59,999	2,195	10%	\$14,183	(\$430)	\$5,521	\$3,726
\$60,000-\$79,999	2,142	10%	\$16,032	\$1,466	\$3,627	\$2,749
\$80,000-\$99,999	1,952	9%	\$16,631	\$2,039	\$3,016	\$3,614
\$100,000 Above	8,541	41%	\$16,915	\$2,240	\$2,735	\$2,332
Missing	1,071	5%	\$19,246	\$4,644	\$499	\$256
TOTAL	21,044	100%	AVERAGE \$15,279	\$642	\$4,412	\$2,928

Notes: This data only represents Fall and Spring financial aid data, and is accurate as of March 31, 2012. Please note that small changes to Spring 2012 awards are possible before the data is finalized. **Family Income Groups** are based on the Total Family Income (including untaxed income) as reported on student FAFSA records. **Full-time Students** is a headcount based on at least 24 credit hours during Fall and Spring terms. **Average Gift Aid** includes all grants and scholarships from Federal, State, University and other private sources administered by the Financial Aid Office. Student waivers are also included in the Gift Aid amount. Gift Aid does not include the parental contribution towards EFC. **Net Cost of Attendance** is the actual average of the total Costs of Attendance (which will vary by income group due to the diversity of students living on- & off- campus) *minus* the average Gift Aid amount. **Net Tuition & Fees** is the actual average of the total costs of tuition and fees (which will vary by income group due to the amount of credit hours students are enrolled) *minus* the average Gift Aid amount (see page 16 for list of fees that are included). **Average Loan Amount** includes Federal (Perkins, Stafford, Ford Direct, and PLUS loans) and all private loans. The bottom-line **Average** represents the average of all full-time undergraduate Florida residents.



**FISCAL INFORMATION (continued)
TUITION DIFFERENTIAL FEE REQUEST FOR 2012-13**

Effective Date	
University Board of Trustees Approval Date:	June 8, 2012
Implementation Date (month/year):	August, 2012
Campus or Center Location	
Campus or Center Location to which the Tuition Differential fee will apply (If the entire university, indicate as such):	Entire University
Undergraduate Course(s)	
Course(s). (If the tuition differential fee applies to all university undergraduate courses, indicate as such. If not, also provide a rationale for the differentiation among courses):	The maximum tuition differential of 15% will be assessed and will apply to all university undergraduate courses
Current and Proposed Increase in the Tuition Differential Fee	
Current Undergraduate Tuition Differential per credit hour:	\$32.00
Percentage tuition differential fee increase (calculated as a percentage of the sum of base tuition plus tuition differential):	15%
\$ Increase in tuition differential per credit hour:	\$20.29
\$ Increase in tuition differential for 30 credit hours:	\$608.70
Projected Differential Revenue Generated	
Incremental differential fee revenue generated in 2012-13 (projected) :	\$13,564,927
Total differential fee revenue generated in 2012-13 (projected):	\$31,351,573
Intended Uses	
Describe how the revenue will be used. Funds will be used to hire additional faculty to support our three key initiatives: (1) Entrepreneurial University program; (2) STEM excellence; and (3) Critical needs for student success, which includes pressure enrollment areas.	
Describe the Impact to the Institution if Tuition Differential is Not Approved	
If the increase is not approved, we will not be able to hire faculty in key areas. This will delay graduation for many and continue to increase class size. Unfortunately, six years of highly constrained resources have severely limited our ability to innovate. Faculty numbers at FSU have dropped by an average of 50 each year of the last four years. Nearly 80 STEM faculty members have left FSU during the last 5 years. Budget constraints have made it impossible to hire new STEM faculty for 20 of these positions. Thirteen College of Business faculty members have left since 2010, including eminent scholars in finance and real estate. Many of these individuals accepted jobs elsewhere because other institutions offered higher salaries. Others retired and could not be replaced.	
Request to Modify or Waive Tuition Differential Uses (this section is applicable only if HB 7135 is signed by the Governor and the university wishes to request a change to the 70% / 30% intended uses criteria identified in Regulation 7.001(14))	
N/A	



FISCAL INFORMATION (continued) TUITION DIFFERENTIAL SUPPLEMENTAL INFORMATION

Provide the following information for the 2011-12 academic year.

2011-2012 - 70% Initiatives (list the initiatives provided in the 2011-12 tuition differential request)	University Update on Each Initiative
27 faculty positions were allocated to the Colleges, all of which off-set previous faculty losses.	8 faculty were hired in the College of Arts and Sciences, 2 in the College of Social Sciences, 3 in the College of Communication and Information, 8 in the College of Education, 2 in the College of Business, 2 in the College of Music, 2 for the Panama City campus, 2 faculty to support Distance Learning, 1 for the Learning Systems Institute and 2 in the College of Visual Arts, Theatre and Dance
Additional Detail, where applicable:	
Total Number of Faculty Hired or Retained (funded by tuition differential):	32
Total Number of Advisors Hired or Retained (funded by tuition differential):	n/a
Total Number of Course Sections Added or Saved (funded by tuition differential):	123
2011-2012 - 30% Initiatives (list the initiatives provided in the 2011-12 tuition differential request)	University Update on Each Initiative
Funds were distributed to undergraduate students who exhibit financial need	\$3,171,811 was disbursed to students with need for 2011-12
Additional Information (estimates as of April 30, 2012):	
Unduplicated Count of Students Receiving at least one Tuition Differential-Funded Award:	3,384
\$ Mean (per student receiving an award) of Tuition Differential-Funded Awards:	\$1,742
\$ Minimum (per student receiving an award) of Tuition Differential-Funded Awards:	\$112
\$ Maximum (per student receiving an award) of Tuition Differential-Funded Awards:	\$3,700



FISCAL INFORMATION (continued)
TUITION DIFFERENTIAL COLLECTIONS, EXPENDITURES,
& AVAILABLE BALANCES - FISCAL YEAR 2011-12 AND 2012-13

University Tuition Differential	Estimated Actual*	Estimated
Budget Entity: 48900100 (Educational & General)	2011-12	2012-13
SF/Fund: 164020 (Student and Other Fees Trust Fund)	-----	-----
FTE Positions:		
Faculty	148.93	176.93
Advisors	35.00	35.00
Staff	8.68	9.18
Total FTE Positions:	192.61	221.11
Balance Forward from Prior Periods		
Balance Forward	\$ 6,907,412	4,353,663
Less: Prior-Year Encumbrances	80,314	100,000
Beginning Balance Available:	\$ 6,827,098	\$ 4,253,663
Receipts / Revenues		
Tuition Differential Collections	\$ 17,786,636	31,351,573
Interest Revenue - Current Year		
Interest Revenue - From Carryforward Balance		
Total Receipts / Revenues:	\$ 17,786,636	\$ 31,351,573
Expenditures		
Salaries & Benefits	\$ 10,499,728	\$ 20,000,000
Other Personal Services	374,041	500,000
Expenses	107,177	150,000
Operating Capital Outlay	0	0
Student Financial Assistance	3,171,811	7,241,292
Expended From Carryforward Balance	6,107,314	4,000,000
**Other Category Expenditures	0	0
Total Expenditures:	\$ 20,260,071	\$ 31,891,292
Ending Balance Available:	\$ 4,353,663	\$ 3,713,944

*Since the 2011-12 year has not been completed, provide an estimated actual.
**Provide details for "Other Categories" used.



FISCAL INFORMATION (continued) UNIVERSITY TUITION, FEES AND HOUSING PROJECTIONS

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<i>Undergraduate Students</i>	-----Actual-----			-----Projected-----			
	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
Tuition:							
Base Tuition - (0% inc. for 2013-14 to 2015-16)	\$88.59	\$95.67	\$103.32	\$103.32	\$103.32	\$103.32	\$103.32
Tuition Differential (no more than 15%)	13.74	\$22.00	\$32.00	\$52.29	\$75.63	\$102.47	\$133.33
Total Base Tuition & Differential per Credit Hour	\$102.33	\$117.67	\$135.32	\$155.61	\$178.95	\$205.79	\$236.65
% Change		15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Fees (per credit hour):							
Student Financial Aid ¹	\$4.42	\$4.78	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16
Building/Capital Improvement ²	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76
Activity & Service	\$9.96	\$11.69	\$11.69	\$12.24	\$12.85	\$13.49	\$14.16
Health	\$8.81	\$12.44	\$12.96	\$13.42	\$14.09	\$14.79	\$15.52
Athletic	\$6.77	\$7.24	\$7.39	\$7.54	\$7.91	\$8.30	\$8.71
Transportation Access	\$7.40	\$7.90	\$8.40	\$8.90	\$9.17	\$9.44	\$9.73
Technology ¹	\$4.42	\$4.78	\$5.16	\$5.16	\$5.16	\$5.16	\$5.16
Green Fee (USF, NCF, UWF only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Student Life & Services Fee (UNF only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marshall Center Fee (USF only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Student Affairs Facility Use Fee (FSU only)	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Total Fees	\$48.54	\$55.59	\$57.52	\$59.18	\$61.10	\$63.10	\$65.20
Total Tuition and Fees per Credit Hour	\$150.87	\$173.26	\$192.84	\$214.79	\$240.05	\$268.89	\$301.85
% Change		14.8%	11.3%	11.4%	11.8%	12.0%	12.3%
Fees (block per term):							
Activity & Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Health	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Athletic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transportation Access	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Marshall Center Fee (USF only)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Student Affairs Facility Use Fee (FSU only)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Total Block Fees per term	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
% Change		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Tuition for 30 Credit Hours	\$3,069.90	\$3,530.10	\$4,059.60	\$4,668.30	\$5,368.50	\$6,173.70	\$7,099.50
Total Fees for 30 Credit Hours	\$1,496.20	\$1,707.70	\$1,765.60	\$1,815.40	\$1,873.00	\$1,933.00	\$1,996.00
Total Tuition and Fees for 30 Credit Hours	\$4,566.10	\$5,237.80	\$5,825.20	\$6,483.70	\$7,241.50	\$8,106.70	\$9,095.50
\$ Change		\$671.70	\$587.40	\$658.50	\$757.80	\$865.20	\$988.80
% Change		14.7%	11.2%	11.3%	11.7%	11.9%	12.2%
Out-of-State Fees							
Out-of-State Undergraduate Fee	\$458.56	\$458.56	\$481.48	\$481.48	\$481.48	\$481.48	\$481.48
Out-of-State Undergraduate Student Financial Aid ³	\$22.92	\$22.92	\$24.07	\$24.07	\$24.07	\$24.07	\$24.07
Total per credit hour	\$481.48	\$481.48	\$505.55	\$505.55	\$505.55	\$505.55	\$505.55
% Change		0.0%	5.0%	0.0%	0.0%	0.0%	0.0%
Total Tuition for 30 Credit Hours	\$16,826.70	\$17,286.90	\$18,504.00	\$19,112.70	\$19,812.90	\$20,618.10	\$21,543.90
Total Fees for 30 Credit Hours	\$2,183.80	\$2,395.30	\$2,487.70	\$2,537.50	\$2,595.10	\$2,655.10	\$2,718.10
Total Tuition and Fees for 30 Credit Hours	\$19,010.50	\$19,682.20	\$20,991.70	\$21,650.20	\$22,408.00	\$23,273.20	\$24,262.00
\$ Change		\$671.70	\$1,309.50	\$658.50	\$757.80	\$865.20	\$988.80
% Change		3.5%	6.7%	3.1%	3.5%	3.9%	4.2%
Housing/Dining⁴							
	\$7,858.00	\$8,340.00	\$9,180.00	\$9,942.00	\$10,563.00	\$11,222.65	\$11,925.68
\$ Change		\$482.00	\$840.00	\$762.00	\$621.00	\$659.65	\$703.03
% Change		6.1%	10.1%	8.3%	6.2%	6.2%	6.3%

¹ can be no more than 5% of tuition.

² capped in statute.

³ can be no more than 5% of tuition and the out-of-state fee.

⁴ combine the most popular housing and dining plans provided to students



ENROLLMENT PLANNING

Planned Growth by Student Type (for E&G students at all campuses)

	5 YEAR TREND (2006-07 to 2010-11)	2010-11 ACTUAL HEADCOUNT		2012-13 PLANNED HEADCOUNT		2013-14 PLANNED HEADCOUNT		3 YEAR (2014-15) PLANNED HEADCOUNT	
UNDERGRADUATE									
FTIC (Regular Admit)	-0.6%Δ	22,481	90.7%	23,160	74.8%	23,560	76.1%	23,660	76.4%
FTIC (Profile Admit)	-48.9%Δ	91	0.3%	90	0.3%	90	0.3%	90	0.3%
AA Transfers*	19.8%Δ	6,736	21.8%	6,500	21.0%	6,300	20.4%	6,200	20.0%
Other Transfers	-18.3%Δ	1,639	5.3%	1,200	3.9%	1,000	3.2%	1,000	3.2%
Subtotal	1.8%Δ	30,946	100%	30,950	100%	30,950	100%	30,950	100%
GRADUATE STUDENTS									
Master's	2.7%Δ	4,539	56.6%	4,584	56.6%	4,676	56.6%	4,770	56.6%
Research Doctoral	7.5%Δ	2,710	33.8%	2,737	33.8%	2,792	33.8%	2,848	33.8%
Professional Doctoral	1.3%Δ	772	9.6%	780	9.6%	795	9.6%	811	9.6%
Subtotal	4.1%Δ	8,021	100%	8,101	100%	8,263	100%	8,428	100%
NOT-DEGREE SEEKING	-0.8%Δ	1,322		1,322		1,322		1,322	
MEDICAL	115.9%Δ	475		480		480		480	
TOTAL	2.8%Δ	40,764		40,853		41,015		41,180	

Note*: AA transfers refer only to transfers from the Florida College System.

	5 YEAR TREND (2006-07 to 2010-11)	2010-11		2012-13		2013-14		3 YEAR (2014-15)	
		ACTUAL FTE	% of TOTAL	PLANNED FTE	% of TOTAL	PLANNED FTE	% of TOTAL	PLANNED FTE	% of TOTAL
UNDERGRADUATE									
DISTANCE (>80%)	2.1%Δ	640.85	2.9%	650.52	2.9%	650.37	2.9%	650.66	2.9%
HYBRID (50%-79%)	n/aΔ	121.95	0.5%	123.79	0.5%	123.76	0.5%	123.82	0.5%
TRADITIONAL (<50%)	-2.6%Δ	21,708.28	96.6%	22,035.70	96.6%	22,030.86	96.6%	22,040.53	96.6%
TOTAL		22,471.08	100%	22,810.00	100%	22,805.00	100%	22,815.00	100%
GRADUATE									
DISTANCE (80%)	2.6%Δ	381.81	7.0%	387.03	7.0%	394.76	7.0%	402.69	7.0%
HYBRID (50%-79%)	n/aΔ	171.84	3.1%	174.19	3.1%	177.67	3.1%	181.24	3.1%
TRADITIONAL (<50%)	-5.7%Δ	4,929.44	89.9%	4,996.79	89.9%	5,096.58	89.9%	5,199.07	89.9%
TOTAL		5,483.09	100%	5,558.00	100%	5,569.00	100%	5,783.00	100%

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32. **Distance Learning** is a course in which at least 80 percent of the direct instruction of the course is delivered using some form of technology when the student and instructor are separated by time or space, or both (per 1009.24(17), F.S.). **Hybrid** is a course where 50% to 79% of the instruction is delivered using some form of technology, when the student and instructor are separated by time or space, or both (per SUDS data element 2052). **Traditional (and Technology Enhanced)** refers to primarily face to face instruction utilizing some form of technology for delivery of supplemental course materials for no more than 49% of instruction (per SUDS data element 2052).



ENROLLMENT PLANNING (continued)

Statutorily Required Enrollment Plan (Based on State-Fundable Florida FTE)

	Funded 2011-12	Estimated 2011-12	Funded 2012-13	Planned 2012-13	Planned 2013-14	3 Year Planned 2014-15	5 Year Planned 2016-17	5-Year Projected Average Annual Growth Rate
Florida Resident								
LOWER DIVISION	9,327	10,194	9,327	9,919	9,900	9,900	9,900	-0.6%
UPPER DIVISION	10,713	11,647	10,713	11,896	11,900	11,900	11,900	0.4%
GRAD I	2,536	2,273	2,536	2,296	2,342	2,389	2,485	1.9%
GRAD II	1,743	2,006	1,743	2,026	2,067	2,108	2,194	1.9%
TOTAL	24,319	26,120	24,319	26,137	26,209	26,297	26,479	0.3%
Not a Florida Resident								
LOWER DIVISION	621	521	621	504	509	514	524	0.1%
UPPER DIVISION	644	476	644	491	496	501	511	1.5%
GRAD I	589	510	589	515	525	536	557	1.8%
GRAD II	629	714	629	721	735	750	780	1.8%
TOTAL	2,483	2,221	2,483	2,231	2,265	2,301	2,372	1.4%
TOTAL								
LOWER DIVISION	9,948	10,715	9,948	10,423	10,409	10,414	10,424	-0.5%
UPPER DIVISION	11,357	12,123	11,357	12,387	12,396	12,401	12,411	0.5%
GRAD I	3,125	2,783	3,125	2,811	2,867	2,925	3,042	1.9%
GRAD II	2,372	2,720	2,372	2,747	2,802	2,858	2,974	1.9%
TOTAL	26,802	28,341	26,802	28,368	28,474	28,598	28,851	0.4%
TOTAL (US FTE)	35,736	37,788	35,736	37,824	37,965	38,131	38,468	0.4%

Note: Full-time Equivalent (FTE) student is a measure of instructional effort (and student activity) that is based on the number of credit hours that students enroll. FTE is based on the Florida definition, which divides undergraduate credit hours by 40 and graduate credit hours by 32.

Medical Student Headcounts (FTE does not apply)

Medicine Headcounts

FLORIDA RESIDENT	n/a	470	n/a	475	475	475	475	0.2%
NON-RESIDENT	n/a	6	n/a	5	5	5	5	-3.3%
TOTAL	480	476	480	480	480	480	480	0.2%

Dentistry Headcounts

FLORIDA RESIDENT	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%
NON-RESIDENT	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%
TOTAL	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%

Veterinary Headcounts

FLORIDA RESIDENT	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%
NON-RESIDENT	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%
TOTAL	n/a	n/a	n/a	n/a	n/a	n/a	n/a	%



ACADEMIC PROGRAM COORDINATION

New Programs To Be Considered by University in 2012-13 for Implementation

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGI C EMPHASIS	OTHER UNIVERSITIE S WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMEN T <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
BS in Professional Communication	09.090 0				140	Fall 2012
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
M in Risk Management & Insurance	52.1701	workforce	UF		50	Sum 2013
M Hospitality & Tourism	52.0901	workforce	USF, UCF, FIU	FIU	50	Spring 2013
M in Curriculum & Instruction	130301	education	UWF, USF	USF, UWF, UCF, FGCU	280	Sum 2012
S in Curriculum & Instruction	130301	education	UWF, USF	USF	20	Sum 2012
D in Curriculum & Instruction	130301	education	UWF, USF	USF	50	Sum 2012
M in Information Technology	110103	STEM	USF, FIU, FAU		52	Sum 2012
M in Corporate & Public Communication	090900				40	Fall 2012
M in Public Safety and Security	430103	security	USF, FIU, FAU		30	Spring 2013
M in Applied Economics	450602	workforce			25	Fall 2012
DOCTORAL PROGRAMS						

New Programs To Be Considered by University in 2013-15 for Implementation

PROGRAM TITLES	CIP CODE 6-digit	AREA OF STRATEGIC EMPHASIS	OTHER UNIVERSITIES WITH SAME PROGRAM	OFFERED VIA DISTANCE LEARNING IN SYSTEM	PROJECTED ENROLLMENT <i>in 5th year</i>	PROPOSED DATE OF SUBMISSION TO UBOT
BACHELOR'S PROGRAMS						
MASTER'S, SPECIALIST AND OTHER ADVANCED MASTER'S PROGRAMS						
DOCTORAL PROGRAMS						



KEY PERFORMANCE INDICATOR DEFINITIONS

Goals Common to All Universities

Academic Quality

a. National Ranking for University and Program(s)	Describe plans for increasing national preeminence of University and select programs.
b. Avg. SAT Score	The average SAT score for all three subtests (reading, mathematics and writing) for Admitted and Registered FTIC (B,E) students.
c. Avg. HS GPA (on 4.0 scale)	The average HS GPA for Admitted and Registered FTIC (B,E) students.
d. Professional/Licensure Exam First-time Pass Rates Exams Above National/State Benchmark Exams Below National/State Benchmark	The number of exams with first-time pass rates above and below the national or state average, as reported in the 2010-11 Accountability report, including: Nursing, Law, Medicine (3 subtests), Veterinary, Pharmacy, Dental (2 subtests), Physical Therapy, and Occupational Therapy.
e. Percent of Undergraduate Seniors Participating in a Research Course	This metric represents the percentage of seniors who enrolled in a Research course during their last year. Board staff will work with University officials during the summer of 2012 to determine a system-wide definition of 'a research course'.

Operational Efficiency

f. Freshman Retention Rate	The percentage of a full-time, first-time-in-college (FTIC) undergraduate cohort (entering in fall term or summer continuing to fall) that is still enrolled or has graduated from the <u>same</u> institution in the second year.
g. FTIC Graduation Rates In 4 years (or less) In 6 years (or less)	First-time-in-college (FTIC) cohort is defined as undergraduates entering in fall term (or summer continuing to fall) with fewer than 12 hours earned since high school graduation. The rate is the percentage of the initial cohort that has either graduated or is still enrolled in the fourth or sixth academic year. Both full-time and part-time students are used in the calculation. Note: Students of degree programs longer than four years are included in the cohorts. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort. Students with unreported gender are included.
h. AA Transfer Graduation Rates In 2 years (or less) In 4 years (or less)	AA Transfer cohort is defined as undergraduates entering in the fall term (or summer continuing to fall) and having earned an AA degree from an institution in the Florida College System. The rate is the percentage of the initial cohort that has either graduated or is still enrolled in the second or fourth academic year. Both full-time and part-time students are used in the calculation. Note: Students of degree programs longer than four years are included in the cohorts. The initial cohort is revised to remove students, who have allowable exclusions as defined by IPEDS, from the cohort.
i. Percent of Bachelor's Degrees Without Excess Hours	The percentage of baccalaureate degrees awarded within 110% of the hours required for a degree. Excluding students with dual majors, this metric computes total academic credit as a percentage of catalog hours required for the students major (excluding remedial coursework). For the purposes of calculating excess hours, remedial credit hours includes up to 10 foreign language credit hours that are excluded for transfer students in Florida.



Return on Investment

j. Bachelor's Degrees Awarded	This is a count of baccalaureate degrees granted. Students who earn two distinct degrees in the same term are counted twice – whether their degrees are from the same six-digit CIP code or different CIP codes. Students who earn only one degree are counted once – even if they completed multiple majors or tracks.
k. Percent of Bachelor's Degrees in STEM	The percentage of baccalaureate degrees that are classified as STEM by the Board of Governors in the SUS program inventory.
l. Master's Degrees Awarded	This is a count of graduate degrees granted.
m. Percent of Master's Degrees in STEM	The percentage of graduate degrees that are classified as STEM by the Board of Governors in the SUS program inventory.
n. Percent of Baccalaureate Graduates Employed in Florida	This is the percentage of baccalaureate graduates with valid social security numbers that are employed in Florida during the Oct-Dec fiscal quarter based on FETPIP data.
o. Percent of Baccalaureate Graduates Continuing their Education (in FL)	This is the percentage of baccalaureate graduates with valid social security numbers that are continuing their education in Florida during the Oct-Dec fiscal quarter based on FETPIP data.
p. Annual Gifts Received (\$M)	As reported in the Council for Aid to Education's Voluntary Support of Education (VSE) survey in the section entitled "Gift Income Summary," this is the sum of the present value of all gifts (including outright and deferred gifts) received for any purpose and from all sources during the fiscal year, excluding pledges and bequests. (There's a deferred gift calculator at www.cae.org/vse .) The present value of non-cash gifts is defined as the tax deduction to the donor as allowed by the IRS.
q. Endowment (\$M)	Endowment value at the end of the fiscal year, as reported in the annual NACUBO Endowment Study (changed to the NACUBO-Common Fund Study of Endowments in 2009).

Goals Specific to Research Universities

Academic Quality

a. Faculty Awards	Awards include: American Council of Learned Societies (ACLS) Fellows, Beckman Young Investigators, Burroughs Wellcome Fund Career Awards, Cottrell Scholars, Fulbright American Scholars, Getty Scholars in Residence, Guggenheim Fellows, Howard Hughes Medical Institute Investigators, Lasker Medical Research Awards, MacArthur Foundation Fellows, Andrew W. Mellon Foundation Distinguished Achievement Awards, National Endowment for the Humanities (NEH) Fellows, National Humanities Center Fellows, National Institutes of Health (NIH) MERIT, National Medal of Science and National Medal of Technology, NSF CAREER awards (excluding those who are also PECASE winners), Newberry Library Long-term Fellows, Pew Scholars in Biomedicine, Presidential Early Career Awards for Scientists and Engineers (PECASE), Robert Wood Johnson Policy Fellows, Searle Scholars, Sloan Research Fellows, Woodrow Wilson Fellows. As reported by the Top American Research Universities – see link .
b. National Academy Members	The number of National Academy members included in the National Academy of Sciences, National Academy of Engineering, and the Institute of Medicine.
c. Number of Post-Doctoral appointees	As submitted to the National Science Foundation Survey of Graduate Students and Postdoctorates in Science & Engineering (also known as the GSS).



d. Number of Science & Engineering disciplines nationally ranked in Top 100 for research expenditures	The number of Science & Engineering disciplines the university ranks in the top 100 (for public and private universities) based on the National Science Foundation's annual survey for R&D expenditures, which identifies 8 broad disciplines within Science & Engineering (Computer Science, Engineering, Environmental Science, Life Science, Mathematical Sciences, Physical Sciences, Psychology, and Social Sciences).
Return on Investment	
e. Total Research Expenditures (\$M)	Total expenditures for all research activities (including non-science and engineering activities) as reported on the NSF annual survey.
f. Percent of R&D Expenditures funded from External Sources	The percentage of total R&D expenditures that come from Federal, Private Industry and Other sources (does not include State or Institutional funds).
g. Patents Issued	The number of patents issued in the fiscal year as reported to AUTM.
h. Licenses/Options Executed	Licenses/options executed in the fiscal year for all technologies as reported annually to the AUTM Licensing Survey. Each agreement is counted separately.
i. Licensing Income Received (\$M)	License issue fees, payments under options, annual minimums, running royalties, termination payments, amount of equity received when cashed-in, and software and biological material end-user license fees of \$1,000 or more, but not research funding, patent expense reimbursement, valuation of equity not cashed-in, software and biological material end-user license fees of less than \$1,000, or trademark licensing royalties from university insignia.
j. Number of Start-up Companies	The number of start-up companies that were dependent upon the licensing of University technology for initiation as reported in the AUTM Licensing Survey.
k. Science & Engineering research expenditures in non-medical/health sciences	This metric reports the Science & Engineering total R&D expenditures minus the research expenditures for medical sciences as reported by the National Science Foundation (see link , table 36 minus table 52).
l. National rank is higher than predicted by available Financial Resources ranking based on US News & World Report	This metric compares the overall national university ranking to the financial resources rank as reported by the US News and World report.
m. Research Doctoral Degrees Awarded	The number of research doctoral degrees awarded annually.
n. Percent of Research Doctoral Degrees Awarded in STEM	The percentage of research doctoral degrees that are classified as STEM by the Board of Governors in the SUS program inventory.
o. Professional Doctoral Degrees Awarded	The number of professional doctoral degrees awarded annually.



MEMORANDUM

TO: President Eric Barron

FROM: Garnett S. Stokes *Garnett S. Stokes*

DATE: May 21, 2012

SUBJECT: Proposal to Allow the Florida State University Panama City Campus to Offer a Limited Range of General Education and Lower Level Courses
Request for Approval

The Florida State University (FSU) Panama City requests approval to begin offering a limited range of general education and other lower-level courses by summer 2013. When students complete the first two years at FSU Panama City, they will be able to earn an Associate of Arts degree. The rationale for seeking this approval is based partly on the state need for students to have additional opportunities to attend one of the universities in the Florida State University System and on the need for more baccalaureate degrees to fill the employment needs in counties in central Northwest Florida. It is also intended to make optimal use of state resources committed to FSU Panama City over the last five years.

The mission of FSU Panama City is to "enhance communities and create education and economic opportunities by providing access to high-quality undergraduate and graduate programs." To that end, FSU Panama City currently offers junior and senior level coursework in the 14 following programs: Accounting; Business Administration; Civil Engineering; Computer Engineering; Computer Science; Electrical Engineering; Elementary Education; Professional Communication; Psychology, Public Safety and Security; Recreation, Tourism and Events; Social Science; Social Science Education; and Social Work. In addition, FSU Panama City offers six graduate level degrees: Corporate and Public Communication; Electrical Engineering; Applied Behavior Analysis Psychology; Reading Education and Language Arts; and Social Work. These programs help fulfill the goal of FSU Panama City's mission statement by facilitating greater access to world class post-secondary degrees that are targeted to meet the compelling social and economic needs of Northwest Florida.

In 2011, FSU denied admission to 9,234 students at its Tallahassee campus and in distance education programs. In addition, Florida loses a number of freshmen to schools out-of-state. Data from 2008 indicate that 18,046 Florida high school seniors chose to pursue higher education degrees out-of-state. New facilities built recently at FSU Panama City can easily accommodate enrollment growth of another 1,000 students. By allowing FSU Panama City to begin offering a limited range of general education and other lower-level courses, FSU Panama City will be able to provide students in Florida additional access to prestigious higher education opportunities.

According to projections from the Florida Department of Economic Opportunity for Workforce Regions 2, 3, and 4 which includes Okaloosa, Walton, Calhoun, Holmes, Jackson, Liberty, Washington, Bay, Franklin, and Gulf Counties, an additional 905 jobs will be needed each year through 2019 that will require a bachelor's degrees or higher (<http://floridajobs.org/labor-market-information/data-center/statistical-programs/employment-projections>). In the engineering field alone, an additional 121 individuals will be needed each year through 2019. These positions will be newly created jobs as well as current positions vacated due to attrition. FSU Panama City is the only educational institution in Bay County that grants baccalaureate degrees in engineering. Currently, FSU Panama City graduates about 450 students with a bachelor's degree each year, about half of what is needed. Expanding lower-level course offerings at FSU Panama City will substantially help meet the needs of the workforce in the region. For example, if 250 additional students were admitted to FSU Panama City each year, then there would be another 232 students entering the workforce with bachelor's degrees each year, allowing for FSU's 93% retention rate.

FSU Panama City is the only post-secondary institution in Northwest Florida that is restricted to offering only two years of a students' baccalaureate program. Granting FSU Panama City the authorization to offer all four years of a student's program of study will allow the campus to be on an equal footing with state colleges and thus the campus will be able to attract more students from the region and the state who desire an FSU degree. With local junior colleges and community colleges moving to become state colleges and with these colleges now offering baccalaureate programs, FSU Panama City has already experienced a negative impact on their education program enrollments and it is anticipated that over time it will have an additional impact on the campus enrollments.

A full proposal has been submitted to the Provost that reviews how expanding the services at FSU Panama City relates to: 1) the mission of the Florida State University as a whole and the mission of FSU Panama City, 2) student demand, 3) course offerings, 4) faculty, 5) facilities and equipment, 6) operating budget and FTE generation and 7) articulation agreements.

ARTICLES OF INCORPORATION OF
THE FLORIDA STATE UNIVERSITY FOUNDATION FOR INNOVATION, INC.

ARTICLE I

Name

The name of this corporation is **The Florida State University Foundation For Innovation, Inc.**, and its principal place of business and mailing address shall be located at 2010 Levy Ave Suite 300, Tallahassee, FL 32306-2739.

ARTICLE II

Enabling Law

This corporation is organized pursuant to the Florida Not for Profit Corporation Act.

ARTICLE III

Purposes

Section 1. This corporation is organized and shall be operated exclusively for cultural and educational purposes and not for pecuniary profit. The corporation shall be operated exclusively for the benefit of The Florida State University. The corporation is a university direct-support organization within the definition of Section 1004.28, Florida Statutes, and as such is organized and operated exclusively to receive, hold, invest, and administer property for the benefit of The Florida State University.

The corporation shall exist to identify, encourage and support activities across all areas of campus which may have potential for development into useful and profitable endeavors which have potential eventual creation of useful and profitable independent enterprises.

The corporation shall make recommendations to the university solicit funds and grants from all lawful sources with which to perform its functions. Such functions shall include the assistance in organizing identified and targeted activities into functional units, assistance in creation and development of the potentially useful and profitable product or service with the goal of creating independent operating entities.

Section 2. All the assets and earnings of the corporation shall be used exclusively for the exempt purposes set forth above.

ARTICLE IV

Powers and Limitations on Powers

Section 1. This corporation shall have all the powers and authority as are now or may hereafter be granted to corporations not for profit under the laws of the State of Florida.

Section 2. No part of the net earnings shall inure to the benefit of any individual, and no substantial part of its activities shall be for the carrying out of a program of propaganda or otherwise attempting to influence legislation. The corporation shall not carry on any activities not permitted to be carried on by an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent revenue laws) or by any organization contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent revenue laws). The corporation shall have no capital stock, pay no dividends, distribute no part of the income to its members, directors, or officers, and the private property of the subscribers, members, directors, and officers shall not be liable for the debts of the corporation. The corporation shall not have the power to convey, lease, pledge, or otherwise encumber assets of the State of Florida.

ARTICLE V

Incorporators

The name and address of each incorporator is as follows:

NAME	ADDRESS
Kirby W. Kemper	550 Litchfield Rd Tallahassee Florida 32312
John R. Carnaghi	2953 Golden Eagle Dr. East Tallahassee Fl. 32312

ARTICLE VI

Membership

Section 1. The membership of this corporation shall consist of persons who are interested in the economic and educational purposes of the corporation and who meet such additional qualifications as may be prescribed in the bylaws of this corporation. Qualified persons shall become members of the corporation as provided herein.

Board of Trustees - GENERAL COUNSELS REPORT

Section 2. The voting and other rights and privileges of members and the provisions for termination of membership shall be as set forth in the bylaws of this corporation.

ARTICLE VII

Board of Directors and Management

Section 1. The affairs of the corporation shall be managed by a Board of Directors who shall serve without compensation. The Board of Directors shall consist of not less than three directors who shall be appointed by consultation with the President of The Florida State University and the vote of the Board. Additional directors may be provided and chosen as may be provided in the Bylaws, however, in no event shall less than fifty percent of the directors be appointed in consultation with the President.

Section 3. The President of The Florida State University shall have authority and responsibility to monitor and control the use of the University's resources and name.

ARTICLE VIII

Officers

Section 1. The officers of this corporation shall be a Chair, Vice Chair, Secretary, Treasurer, and such other officers as may be provided for in the bylaws.

Section 2. The qualifications of officers, the time and manner of electing or appointing them, the duties of and the term of office, and the manner of removing officers shall be as set forth in the bylaws.

ARTICLE IX

Location of Registered Office and Registered Agent

The address of the initial registered office of this corporation is the Office of the General Counsel, Room 424, Westcott Building, Tallahassee, Florida 32306-1400, and the name of this corporation's initial registered agent at such address is Carolyn Egan, Interim General Counsel. Copies of all papers should also be sent to President Eric Barron, 211 Westcott, Florida State University, Tallahassee, FL 32306

ARTICLE X

Amendments to Bylaws and Articles of Incorporation

The Bylaws of the corporation shall be adopted at the first meeting of the Board of Directors and may be adopted, altered, amended, or repealed by a majority vote of the Board of Directors at any regular or special meeting of the Board, or by all directors signing a written statement manifesting their intention that the Bylaws be adopted, altered, amended, or repealed, and in all instances, with the written concurrence of the President of The Florida State University and the approval of the Board of Trustees of the Florida State University ; provided, however, in the event of any meeting, notice thereof, which shall include the text of the proposed change to the Bylaws, shall be furnished in writing to each director of the corporation, at least twenty (20) days prior to the meeting at which such Bylaws alteration shall be voted upon.

The Articles of Incorporation of the corporation may be amended by three fourths (3/4) vote of the Board of Directors at any regular or special meeting of the Board or by all directors signing a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, and in all instances, with the written concurrence of the President of The Florida State University and the approval of the Board of Trustees of the Florida State University; provided, however, with respect to any meetings, notice thereof, which shall include the text of the proposed change to the Articles of Incorporation, shall be furnished in writing to each member of the corporation at least twenty (20) days prior to the meeting at which such Amendment of the Articles of Incorporation is to be voted upon.

ARTICLE XI

Term of Existence

This corporation shall commence corporate existence upon the date of signing these articles of incorporation by the incorporators and shall have perpetual existence unless it shall be dissolved pursuant to the laws of the State of Florida and these Articles of Incorporation.

ARTICLE XII

Dissolution

Upon dissolution or winding up of this corporation, all of its assets remaining after payment of all costs and expenses of such dissolution shall be disbursed to whatever entity currently has the responsibility for management, control and maintenance of the facility known as the Florida State University Center for the Performing Arts provided that entity is exempt under 501(c)(3) of the Internal Revenue Code of 1954, as amended (or corresponding provision of any subsequent revenue laws) or any other entity with similar tax exemption. If such entity is not exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent revenue laws), the remaining assets of the corporation shall be distributed to the Florida State University

Board of Trustees - GENERAL COUNSELS REPORT

Foundation, Incorporated, provided that it is exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent revenue laws), or in the event that such organization is not in existence or The Florida State University Foundation, Incorporated, is not exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent revenue laws), the remaining assets of the corporation shall be distributed to such scientific, educational and charitable organizations ruled exempt by the Internal Revenue Service under Section 501(c)(3) and Section 170(c)(2) of the Internal Revenue of 1954 (or corresponding provisions of any subsequent revenue laws), as may be selected by the University President based on a recommended plan of disposition made by the last Board of Directors and included in the decertification request to the Board of Trustees of the Florida State University. None of the assets will be distributed to any members, directors, or officers of this corporation.

Registered Agent

Date

Incorporator

Date

Incorporator

Date

ACCEPTANCE BY REGISTERED AGENT

Having been appointed Registered Agent for the above corporation, the undersigned hereby accepts such appointment. The undersigned certifies that the undersigned is familiar with, and accepts, the obligations of that position as provided by Florida Statutes.

BYLAWS

The Florida State University Foundation For Innovation, Inc (A Not-For-Profit Corporation)

ARTICLE I

Board of Directors

Section 1. Membership. The Board of Directors shall consist of 12 voting members. The members of the Board of Directors are:

- a. The Chair of The Florida State University Board of Trustees or designee;
- b. The President of The Florida State University or designee;
- c. The Vice President for Research of Florida State University or designee; and
- d. Eight members appointed by the President of The Florida State University.

The terms member or director, as used herein, shall both mean a member of the Board of Directors of the Foundation.

Section 2. Term of Office.

The Chair of The Florida State University Board of Trustees or designee, the President of the University or designee, and other ex-officio members shall serve as Directors for such time as each respective official continues to serve in that position.

OTHER TERMS

Section 3. Powers and Duties of the Board of Directors.

- a. **The Florida State University Foundation For Innovation, Inc.,** (hereinafter "Foundation") shall exist to receive, own, manage, lease and sell real property as set forth in its Articles of Incorporation.
- b. The property, affairs, activities, and concerns of the Foundation shall be vested in the Board of Directors. All management functions shall be exercised by the Board of Directors, subject to delegation by the Board to the officers and the Executive Committee. The Board of Directors shall approve budgets, if necessary, on an annual basis. These budgets shall be approved by the University President and recommended by the Chair to the Board of Trustees for review. The President of The Florida State University shall have authority and responsibility to monitor and control the use of the University's resources and name, shall review and approve expenditure plans and shall monitor the organization for compliance with federal and state laws. No contributions of funds or supplements to support intercollegiate athletics shall be received by the Foundation without approval of the President of The Florida State University.

- c. The Foundation shall not give, directly or indirectly, any gift to a political committee or committee of continuous existence as defined in Section 106.011, F.S., for any purpose other than those certified by a majority roll call vote of the Foundation's governing board at a regularly scheduled meeting as being directly related to the educational mission of the University.
- d. The Foundation shall comply with all regulations adopted by The Florida State University Board of Trustees and the Florida Board of Governors with regard to the operation of direct-support organizations in accordance with Section 1004.28, Florida Statutes.

Section 4. Meetings.

- a. A regular annual meeting of the Board of Directors shall be held at a date, time, and place set by the Board of Directors. Notice of the meeting, signed by the Secretary, shall be mailed, by the postal service or electronically, to the last recorded address of each Director at least ten days before the time appointed for the meeting.
- b. Special meetings of the Board may be called by the Chair of the Foundation or the President of the University. Notice of any special meeting of the Board of Directors shall be given at least ten days prior thereto by personal delivery or sent by U.S. Mail to each Director at the address as shown by the records of the Foundation.
- c. Emergency meetings may be called by the Chair of the Foundation, and the Board may exercise all emergency powers permitted in accordance with Chapter 617, Florida Statutes. Whenever an emergency exists, a majority of the voting Board members present at an emergency meeting shall determine any emergency actions to be taken.
- d. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Business to be transacted at the meeting need not be specified in the notice or waiver, unless specifically required by law or by these Bylaws.

Section 5. Quorum. A majority of the current Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, a majority of those present may adjourn the meeting from time-to-time without further notice.

Section 6. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 7. Vacancies. Whenever any vacancy occurs on the Board of Directors by death, resignation or otherwise, it shall be filled without undue delay. In the case of a vacancy in the positions held by the Chair of The Florida State University Board of Trustees, the President of The Florida State University or other ex-officio director, their successor shall assume that position as Director upon taking the underlying position.

Section 8. Order of Business. The order of business shall be as follows at all meetings of the Board of Directors and Executive Committee:

- (a) Calling of the roll.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes.
- (d) Receiving communications.
- (e) Election of the Chair of the Foundation, if necessary.
- (f) Reports of officers.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) New business.

Any question as to the priority of business shall be decided by the Chair without debate. This order of business may be altered or suspended at any meeting by a majority vote of the members present.

ARTICLE II

Members

Section 1. Qualifications. The Board of Directors shall have full discretionary power to set qualifications for members in addition to those set out in the Articles of Incorporation, and establish the voting and other rights and privileges of members.

Section 2. Removal. With the exception of the Chair of The Florida State University Board of Trustees or designee and the President of The Florida State University or designee, a Director may be removed from the Board of Directors upon the recommendation of the Board of Directors with the concurrence of the President of The Florida State University and Chair of The Florida State University Board of Trustees, when it is determined that the best interest of the Foundation will be served thereby. Such member shall be replaced as soon as practicable in the same manner as initially appointed.

ARTICLE III

Officers

Section 1. Number. The officers of the Foundation shall be a Chair, a Vice Chair, a Secretary, and Treasurer.

Section 2. Appointment. The officers shall be elected by the Board of Directors at its first meeting and, thereafter at its annual meeting, shall serve for a term of one year and may be reappointed. However, any Chief Operating Officer of the Foundation, whether a member or nonmember, shall be selected by the Board of Directors upon the recommendation and approval of the President of The Florida State University and shall report to the President of the Florida State University or a designee reporting directly to the President.

Section 3. Duties of Officers. The duties and powers of the officers of the Foundation shall be as follows:

- a. **Chair.** The Chair of the Foundation (who shall be a Director) shall be the presiding officer of the Foundation and shall exercise general supervision and oversight of the business of the Foundation. The Chair appoints members of committees, and sees that orders and resolutions of the Board of Directors are executed. The Chair is a member ex officio, with the right to vote, on all committees. The Chair of the Foundation shall discharge such other duties as may be assigned to him by the Board of Directors.
- b. **Vice Chair.** The Vice Chair (who shall be a Director) shall assist the Chair in carrying out the programs of the Foundation. In the event of the death, prolonged absence or disability of the Chair of the Foundation, the Board shall appoint the Vice Chair as Acting Chair, and, as such, the Acting Chair shall have all the authority and duties vested in the Chair.
- c. **Secretary.** The Secretary shall keep full and accurate minutes of all meetings of the Board of Directors and Executive Committee in a book provided for that purpose and shall transmit all notices required by the Bylaws of the Foundation. The Secretary shall have custody of the corporate seal of the Foundation. The Secretary may sign documents with the Chair in the name of the Foundation and, when required, shall affix thereto the seal of the Foundation. The Secretary shall have charge of all official records of the Foundation which shall be at all reasonable times open to the inspection of any Director, and shall in general perform all duties incident to the management of the Office of Secretary for the Board of Directors. In the absence or unavailability of the Secretary to attest to the execution of the documents referenced above, the Treasurer of the Foundation is designated to attest to the authority of the officer/director and, when required, to affix thereto the seal of the Foundation.
- d. **Treasurer.** The Treasurer shall render to the Board of Directors an account and statement of all financial transactions, if any, at the annual meeting of the Board and at other times as the Board may determine. The Treasurer will prepare an annual budget, if necessary, for the Foundation for approval by the Board of Directors. The Treasurer shall cause an annual audit to be made as required by statute and regulation.

Section 4. Bond. The officers of the Foundation shall, if required by the Board of Directors, give to the Foundation such security for the faithful discharge of their duties as the Board may direct.

Section 5. Checks. Checks or drafts on the funds of the Foundation, if any, shall be signed by any two of the officers or Directors authorized to do so by the Board of Directors. However, checks for \$5,000 or less may be signed by the Treasurer or any one of the officers or Directors authorized to do so by the Board of Directors. The payee shall not, in any instance, be a signatory on his/her check.

Section 6. Audit. The Chair of the Foundation shall arrange for the auditing, at least annually, of the books, records, and accounts of the Foundation by an independent certified public accountant. The annual audit and management letter shall be forwarded by the President of The Florida State University to The Florida State University Board of Trustees for review and oversight no later than the end of the fourth month following the close

of the Foundation 's fiscal year. The annual audit shall be conducted in accordance with The Florida State University Board of Trustee's Regulation 6C2-2.025.

Section 7. Vacancies. Vacancies in any office shall be filled by the President of The Florida State University based on the recommendation of the Board of Directors, made at its regular annual meeting or at a meeting specifically called for that purpose. However, in the case of a vacancy in the Office of Chair of the Foundation of the Foundation, that officer shall be selected by the Board of Directors based upon the recommendation and approval of the President of The Florida State University.

Section 8. Compensation of Officers. The officers shall receive no special salary or compensation for being officers of the Foundation other than their usual salaries as employees of The Florida State University, if so employed.

Section 9. Employees. Employees of the Foundation shall not be considered to be employees of The Florida State University Board of Trustees or the State of Florida by virtue of their employment by the Foundation. The Foundation shall provide equal employment opportunity to all persons regardless of race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender, identity, gender expression, or any other protected group status.

Section 10. Code of Ethics. The Board shall adopt a Code of Ethics. Members of the Board who are employed by The Florida State University or any other state agency are also subject to the Code of Ethics for Public Officers and Employees, Part III, Chapter 112, Florida Statutes.

Article IV

Committees

Section 1. Committees. The Chair of the Board shall have the power to establish committees and appoint members, subject to the approval of the Board. Standing committees are charged specifically with the immediate care and supervision of the subject matters assigned to them. The Chair of the Board of Trustees, or in the Chair's absence the Vice Chair of the Board, shall be ex officio members of all standing committees and subcommittees.

Section 2. Notice and Records. The Secretary of the Board shall notice meetings of standing, special, and ad hoc Committees in the same manner as for meetings of the Board of Directors. The Secretary shall not maintain minutes of these meetings, but will ensure that the meeting is audiotaped and kept publicly available.

ARTICLE V

Fiscal Year

The fiscal year of the Foundation shall commence on July 1 of each year and end on June 30 of the following year.

ARTICLE VI

Indemnification, Insurance and Bonds

Section 1. Indemnification. Pursuant to Sections 607.0850 and 617.0831, Florida Statutes, any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the Foundation), by reason of the fact that he is or was a Director or Officer of the Foundation shall be indemnified against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, but only if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Foundation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 2. Authorization of Indemnification. Any indemnification hereunder shall be made by the Foundation only upon a determination that indemnification of the Director or Officer is proper in a specific case because he has met the standard of conduct set forth in Section 1 above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding or, if such quorum is not obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the action, suit, or proceeding or by a committee comprised of individuals who were not parties to such action, suit, or proceeding where such committee is selected by a majority vote of the full Board of Directors (in which Directors who are parties may participate).

Section 3. Insurance.

- a. The Foundation shall obtain and maintain throughout its existence reasonable commercially available directors and officers liability insurance in the amount of no less than \$1,000,000, which shall provide coverage to all officers, Board members, and employees of the Foundation.
- b. The Foundation shall obtain and maintain throughout its existence reasonable commercially available general liability insurance for the Foundation and its officers, Board members, and employees.

Section 4. Bonding. The Foundation shall obtain and maintain throughout its existence reasonable commercially available bonding for all appropriate officers, Board members, and employees of the Foundation. The Board of Directors shall decide by majority vote which officers, Board members, and employees should be bonded.

ARTICLE VII

Amendments

The Bylaws of this Foundation may be altered, amended, or repealed by a two-thirds vote of the current Directors of the Foundation at any duly organized meeting, subject to final approval by the President of The Florida State University and The Florida State University Board of Trustees. Upon statutory enactments, amendments to existing laws or promulgation of rules affecting University direct support organizations by The Florida State University Board of Trustees or the University, the Board of Directors shall meet and alter, amend, or repeal any of the Bylaws to remain in conformity with such changes. A special meeting may be held for such purposes.

DRAFT

CERTIFICATION OF ADOPTION

I hereby certify that at a regular meeting of the Board of Directors of The Florida State University Real Estate Foundation, Inc., that the foregoing Bylaws were duly adopted pursuant to Section 617.0206, Florida Statutes, as approved by the required majority of the members of the Board of Directors of the Foundation on this ____ day of _____ 2011.

(NAME), Chair

Date

DRAFT

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES



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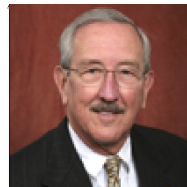
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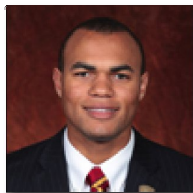
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Revised 5/23/12



THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES COMMITTEES

ACADEMIC AFFAIRS COMMITTEE:

Jim Kinsey, Chair
Joe Camps
Peggy Rolando
Sandra Lewis
Staff: Garnett Stokes

COLLECTIVE BARGAINING ISSUES:

Peggy Rolando, Chair
Susie Busch-Transou
Mark Hillis
Ex-Officio: Andy Haggard
Staff: Carolyn Egan

FINANCE & BUSINESS COMMITTEE:

Mark Hillis, Chair
Allan Bense
Ed Burr
Brent Sembler
Staff: John Carnaghi

COMPENSATION COMMITTEE:

Joe Gruters, Chair
June Duda
Sandra Lewis
Joe Camps
Mark Hillis
Staff: John Carnaghi

STUDENT AFFAIRS COMMITTEE:

Susie Busch-Transou, Chair
June Duda
Joe Gruters
Reuben Stokes
Staff: Mary Coburn



THE FLORIDA STATE UNIVERSITY UPCOMING MEETING DATES

September 6 & 7, 2012

October 29 & 30, 2012

Florida State University Football 2012 Schedule

Date	Opponent	Location	Game Day	Time	Events
September 1, 2012	Murray State	Tallahassee, FL		6:00 PM ESPN3	Varsity & Hall of Fame Weekend, Navy Flyover
September 8, 2012	Savannah State	Tallahassee, FL		6:00 PM ESPN3	Youth Day; Faculty, Staff & Student Game
September 15, 2012	Wake Forest	Tallahassee, FL		12:00 PM ESPN or ESPN2	Military Appreciation, Air Force Flyover
September 22, 2012	Clemson	Tallahassee, FL			All DSO Meeting
September 29, 2012	USF	Tampa, FL			Booster, Alumni events
October 6, 2012	N. C. State	Raleigh, NC			
October 13, 2012	Boston College	Tallahassee, FL			Parents Weekend, Coast Guard flyover
October 20, 2012	Miami	Miami Gardens, FL			Trustee Trip
October 27, 2012	Duke	Tallahassee, FL			Homecoming, Army parachute jump
November 3, 2012	OPEN WEEKEND				
November 8, 2012	Virginia Tech	Blacksburg, VA		8:00 PM	Thursday night
November 17, 2012	Maryland	College Park, MD			
November 24, 2012	Florida	Tallahassee, FL			Senior Day, Legislative Day, groundbreaking for indoor practice facility