

## **MINUTES OF THE September 15, 2015 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**

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The Board of Trustees of St. Petersburg College met on Tuesday, September 15, 2015 at the St. Petersburg College Midtown Campus, Community Room 141, 1300 22<sup>nd</sup> Street S., St. Petersburg, Florida. The following Board members were present: Chairman Robert Fine, Jr., Dale Oliver, Vice Chair, Bridgette Bello, Deveron Gibbons and Lauralee Westine. Also present were William D. Law, Jr., President of St. Petersburg College and Secretary to the Board of Trustees, and Joseph H. Lang, Board Attorney. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

### **NOTICE OF MEETING BOARD OF TRUSTEES, ST. PETERSBURG COLLEGE**

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, St. Petersburg College Midtown Campus, Community Room 141, 1300 22<sup>nd</sup> Street S., St. Petersburg, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are rules being presented for adoption or amendment at this meeting.

A copy of the agenda may be obtained within seven (7) days of the meeting on the [SPC Board of Trustees website](#) at [www.spcollege.edu](http://www.spcollege.edu), or by calling the Board Clerk at (727) 341-3241.

Members of the public are given the opportunity to provide public comment at meetings of the Board of Trustees concerning matters and propositions on the agenda for discussion and Board action. At the Board meeting, in advance of the time for public comment on the agenda, individuals desiring to speak shall submit a registration card to the Board Clerk, Mrs. Rebecca Turner, at the staff table. Policy and procedures regarding public comment can be found on the [SPC Board of Trustees website](#) at [www.spcollege.edu](http://www.spcollege.edu)

If any person wishes to appeal a decision made with respect to any matter considered by the Board, he or she will need a record of the proceedings. It is the obligation of such person to ensure that a verbatim record of the proceedings is made. Section 286.0105, Florida Statutes.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency five business days before the meeting by contacting the Board Clerk at 727-341-3241. If you are planning to attend the meeting and are hearing impaired, please contact the agency five business days before the meeting by calling 727-791-2422 (V/TTY) or 727-474-1907 (VP).

**14-346.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

**AGENDA**

**ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
SEPTEMBER 15, 2015**

SPC MIDTOWN CAMPUS  
COMMUNITY ROOM 141  
1300 22<sup>ND</sup> STREET SOUTH  
ST. PETERSBURG, FLORIDA

***SPECIAL MEETING/ANNUAL ORGANIZATIONAL MEETING: 9:00 A.M.***

**I. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**II. PRELIMINARY MATTERS**

- A. Presentation of Retirement Resolutions and Motion for Adoption
  - 1. Judy Frock (*Attending*)
  - 2. Terry Byrd (*Attending*)
  - 3. Linda Holm (*Not Attending*)
- B. Recognitions/Announcements
  - 1. Honorary Bachelor of Arts in College and Community Services Award: Dr. Goliath Davis, Former Deputy Mayor, Midtown Economic Development, City of St. Petersburg
  - 2. Florida College System Foundation Scholarship Distribution: Robert Fine; Chairman, SPC Board of Trustees, Judy Green, President, Florida College System Foundation, Frances Neu, Vice President, Institutional Advancement and Executive Director Foundation, Braulio Colón, Vice President and Program Director, Post-Secondary Education, Helios Education Foundation
  - 3. Introduce Earl Fratus, Interim Director, Honors Program
  - 4. Introduce Dr. Frank Biafora, ACE Fellow

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- C. Annual Organizational Meeting
  - 1. Election of Chairperson
  - 2. Election of Vice Chairperson
  - 3. Selection of Day for Regular Monthly Board Meetings
  - 4. Selection of Time for Regular Monthly Board Meetings
  - 5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter
  
- D. Appointment of Board Members to Direct Support Organizations Boards:  
SPC Foundation, Inc; Institute for Strategic Policy Solutions and Leepa-Rattner Museum of Art, Inc.

### III. COMMENTS

- A. Board Chair
- B. Board Members
- C. President

### IV. REVIEW AND APPROVAL OF MINUTES

- A. Board of Trustees' Meeting of June 16, 2015 (*Action*)

### V. MONTHLY REPORTS

- A. Board Attorney
- B. General Counsel

### VI. STRATEGIC FOCUS AND PLANNING

#### A. STRATEGIC PRIORITIES

- 1. Fall 2015 Enrollment Update, Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services & Dr. Patrick Rinard, Associate Vice President, Enrollment Services (*Presentation*)
  
- 2. Quality Enhancement Plan (QEP) Update, Ms. Jennifer Haber, Associate Professor, Communications, Ms. Heather Roberson, Academic Director, Center of Excellence for Teaching and Learning, Ms. Sabrina Crawford, Executive Director, Institutional Research & Effectiveness (*Presentation*)

#### B. BUDGET AND FINANCE

- 1. FY 2014-15 Year End Financial Report, Dr. Doug Duncan,

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Senior Vice President, Administrative, Business Services, & Information Technology (*Presentation*)

2. Performance Funding Update, Dr. Jesse Coraggio (*Presentation*)
3. FY 2015-16 Amended Budget, Dr. Doug Duncan (*Action*)

C. STUDENT SUCCESS AND ACHIEVEMENT - None

D. ADMINISTRATIVE MATTERS

1. HUMAN RESOURCES

- a. Personnel Report (*Action*)
- b. Health Insurance Overview, Dr. Doug Duncan and Ms. Desiree Woroner, Human Resources Director of Operations (*Presentation*)

2. Campus Safety and Security Update, Mr. Dan Barto, Director of Collegewide Security Services (*Presentation*)

3. CONSTRUCTION

- a. Clearwater Joint Use Library Update, Dr. Stan Vittetoe, Provost, Clearwater Campus and Mr. Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services (*Presentation*)

E. ACADEMIC MATTERS

1. American Association of Community Colleges – Pathways, Dr. Jesse Coraggio (*Action*)

**VII. CONSENT AGENDA - (*Action*)**

A. OLD BUSINESS (**items previously considered but not finalized**) – NONE

B. NEW BUSINESS

1. GRANTS/RESTRICTED FUNDS CONTRACTS

- a) Juvenile Welfare Board (JWB) – New Services
- b) National Endowment for the Arts (NEA) – Challenge
- c) U.S. Department of Education (DOE) – First in the World
- d) Florida Education Fund – Center of Excellence Program

2. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000

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- a) Approval of Energy Performance Contract
  - b) Approval of miscellaneous contractors for mid-sized projects college wide
3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION - NONE
4. OTHER - NONE

**VIII. INFORMATIONAL REPORTS**

- A. Quarterly Information Report on Contract Items
- B. Quarterly Informational Report of Exempt and Non-Exempt Purchases

**IX. PUBLIC ACCESS/UNAGENDAED ITEMS**

**X. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing**

Rule 6Hx23-1.06 – Responsibility and Authority of the President

**XI. PRESIDENT’S REPORT**

- A. Board 2016 Legislative Priorities

**XII. NEXT MEETING DATE AND LOCATION**

**Tuesday, October 13, 2015, Epi Center**

**XIII. ADJOURNMENT**

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting September 15, 2015, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

Items summarized on the Agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3241.

**\*No packet enclosure**

Date Advertised: 9/04/15

## Confirmation of Publication

### [Notice of meeting](#)

#### **14-347. Under Item I, Call to Order**

The meeting was convened by Chairman Fine at 9:00 a.m. The invocation was given by Chairman Fine and was immediately followed by the Pledge of Allegiance.

#### **14-348. Under Item II, Preliminary Matters**

Dr. Law recommended adoption of retirement resolutions for Judy Frock, Terry Byrd, and Linda Holm. Ms. Frock and Mr. Byrd were in attendance and, joined by colleagues, received their resolutions as presented by Chairman Fine and President Law.

#### **14-349. Under Item II-B, Recognitions/Announcements**

##### **Midtown Campus Tour**

Dr. Law asked Mr. Tyrone Clinton, Associate Provost of the Midtown Campus, to welcome the Board. Mr. Clinton welcomed attendees to the new Midtown Campus and invited anyone who was interested to experience a tour of the building immediately following the board meeting. He added that the opening ceremony held on August 1 was very well attended and successful with approximately 1500 guests.

##### **Honorary Bachelor of Arts Award in College and Community Services to Dr. Goliath Davis, III**

Dr. Law awarded an Honorary Bachelor of Arts in College and Community Services to Dr. Goliath Davis, III, in recognition of his efforts to establish the Midtown Campus. Dr. Law stated that Dr. Davis' encouragement during the planning and construction was instrumental in realizing the focus on educational and job opportunities and housing improvements in the Midtown area.

Dr. Davis thanked the Board and Dr. Law and accepted the award on behalf of the team that spearheaded the project. He remarked that St. Petersburg College has always been a great partner to the City St. Petersburg and the Midtown community. He noted that community-based input forums were instrumental in gathering input from residents who indicated how important education was to them. He accepted the award on their behalf as well.

##### **Florida College System Foundation Scholarship Distribution**

Ms. Frances Neu, Vice President, Institutional Advancement and Executive Director Foundation, introduced the members of the Florida College System Foundation who were present to the St. Petersburg College Board. Ms. Neu announced a \$51K donation from the Helios Education

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Foundation and its intended use for scholarships in Nursing, First Generation Scholars and others individuals. She added that the College has received \$191K in scholarships from Helios since 2007. Ms. Neu introduced Mr. Braulio Colón, Vice President and Program Director, Post-Secondary Education, Helios Education Foundation.

Mr. Colón expressed his pleasure, on behalf of Helios, to provide support to St. Petersburg College. He added that this was a small token of what the Helios Education Foundation hoped to achieve in coming years.

### **Other Announcements**

Mr. Joseph Lang, Board Attorney, announced that this would be his last year serving on the Florida College System Foundation Board (FCS). During his tenure, over \$1M has been raised. He noted that Chairman Fine would be stepping into Mr. Lang's position on the FCS Board. Chairman Fine added that he was looking forward to his serving the Foundation.

Ms. Catherine Kennedy, Associate Vice President, University Partnership Center, introduced Mr. Earl Fratus, as the Interim Director, Honors Program. She noted that Mr. Fratus has been with SPC since 2004, teaching Honors classes, providing online expertise, leading study abroad travel and leading the Model UN team. Mr. Fratus thanked Dr. Law and the Board for the opportunity to serve in this capacity.

Dr. Law introduced Dr. Frank Biafora, American Council on Education (ACE) Fellow. Dr. Law noted that he has worked with Dr. Biofora in the past and when Dr. Biafora was selected to participate as one of forty fellows in the ACE Leadership Development Program, he was given the opportunity to choose which college president he wanted to shadow during the year of his internship. Dr. Biafora selected Dr. Law as the leader he wanted to shadow. Dr. Law shared that, as an ACE intern, Dr. Biafora would have access to everything Dr. Law has access to and would be attending the same meetings alongside him.

Dr. Biafora stated that he was honored to have been selected and felt this fellowship would give him the opportunity to shadow leadership in motion. He noted that when he and Dr. Law were working with others on a strategic plan between USF St. Petersburg and St. Petersburg College, Dr. Law commented that SPC was USF St. Petersburg's best customer. With that plan, began a collaboration between the two institutions.

### **14-350. Under Item II-C, Annual Organization Meeting**

Chairman Fine read the regulations regarding the elections of Board members and opened the floor for nominations. Ms. Westine nominated Mr. Oliver as Chairman of the St. Petersburg College Board of Trustees. Mr. Gibbons seconded the motion. The motion passed unanimously. Chairman Oliver took his place at the Chair's position and continued the meeting.

Mr. Gibbons motioned to elect Ms. Westine as Vice Chair of the St. Petersburg College Board of Trustees. Mr. Fine seconded the motion. The motion passed unanimously.

Chairman Oliver proposed that the Board Meeting schedule provided in the members' materials be adopted. Most meetings will be held the third Tuesday of each month, at 9:00am at the EpiCenter in Largo. A few meetings will be held at other campuses. Ms. Westine made a motion to approve the schedule. Mr. Fine seconded the motion. The motion passed unanimously.

**14-351. Under Item II-D, Appointment of Board Member to Direct Support Organizations Boards:** SPC Foundation, Inc; Institute for Strategic Policy Solutions and Leepa-Rattner Museum of Art, Inc.

It was noted that currently, Mr. Fine sits on the St. Petersburg College Foundation Board, Chairman Oliver sits on the Board of the Institute for Strategic Policy Solutions, and Mr. Gibbons sits on the Board of the Leepna-Rattner Museum of Art. Ms. Westine moved that the current appointments continue. Mr. Gibbons seconded the motion. The motion passed unanimously.

**14-352. Under Item III, Comments**

Opportunity was given for comments from the Board Chair, Board Members, the President and the public.

Chairman Oliver remarked that he was looking forward to serving as the Board Chairman. Mr. Gibbons offered his thanks and congratulations to Chairman Oliver and Vice Chair Westine. Mr. Gibbons also expressed his gratitude to Dr. Davis for his work on the Midtown Campus. He noted also that Mr. Terry Byrd served as a mentor to him and many other African American males. In addition, he congratulated Mr. Fratus and expressed his pleasure in working with Dr. Biafora in the future. He also thanked Mr. Colón and the Helios Education Foundation.

Ms. Westine noted that there have been recent stories in the Tampa Bay Times about education in the community. She announced that she will be volunteering at the Maximo Elementary School and encouraged others to help these schools thus offering support from both inside and outside the immediate community.

Dr. Law recognized Rick Gibson, Chair of the Career Service Steering Committee for promoting the "Can I Help You?" t-shirts that staff wore on the first day of classes.

Dr. Law noted that he received a letter from the Veteran's Administration stating that the College received a clean audit with only one minor item to address. He remarked that the backlog of paperwork has been eliminated.

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Dr. Law also announced that Dr. Jim Connelly, Workforce and Professional Development, has been working on a ceremony that will open a facility in the City of Oldsmar where SPC workforce training will take place. The City of Oldsmar is giving access to this community space for this purpose.

Dr. Law also recognized Mr. Brian Miles, Associate General Counsel, who will be assuming a leadership role under Dr. Doug Duncan in the management of College operations.

Mr. Gibbons asked Dr. Law if the College was done with acquisitions and Dr. Law responded that the paperwork for the Gymnasium and the Achievement Center has not yet been signed, but would be soon.

### **14-353. Under Item IV, Review and Approval of Minutes**

The minutes of the June 16, 2015 Meeting of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Mr. Gibbons moved approval of the minutes as submitted. Ms. Westine seconded the motion. The motion passed unanimously.

### **14-354. Under Item V, Monthly Reports**

Under Monthly Reports, Board Attorney and Ms. Suzanne Gardner, Acting General Counsel, there were no reports. Mr. Lang thanked the Board for the Honorary Bachelor of Arts in College and Community Services Award Degree he received at the Midtown Grand Opening.

### **14-355. Under Item VI – A, Strategic Priorities - NONE**

### **Strategic Focus and Planning**

Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services and Dr. Patrick Rinard, Associate Vice President, Enrollment Services presented the Fall 2015 Enrollment Update.

Dr. Rinard stated that enrollment is trending down, as it is for sister institutions across the state. Overall, SPC's enrollment has dropped 3% from the same time last year. He noted that Polk County was down 5% and Seminole County was down 8%.

Dr. Coraggio highlighted the trends in upper and lower division student semester hours and enrollment status, as well as trends across ethnicity, age, gender, baccalaureate majors, enrollment type, credit hour distribution, first-time-in-college ethnicity, and financial aid. Some highlights include decreases in student headcount and student semester hours of 3.4% and 2.9% respectively. There was a 3.5% increase in baccalaureate enrollment student semester hours. There was a 10.3% decrease in new students overall, with a 46% increase in headcount as well as a 44% increase in student semester hours at the Midtown Campus. Enrolled Pinellas County high school graduates increased 4.7%. There was a 4.7% decrease in White students and a 6.1%

increase in Hispanic students. Students aged 36 and older decreased 6.5%. Part-time students decreased 4.9%.

Dr. Coraggio noted that enrollment in Education degree programs decreased 6.4% and attributed this to the Knowledge Test now required across the state before enrolling in this program. Ms. Westine asked if this was expected to increase for the spring semester as well and Dr. Coraggio expressed his hope that it would not be as severe a decrease. He noted that Dean Hartman is working on remediation and that the exam is offered several times a year.

Chairman Oliver asked about the Nursing program and Dr. Coraggio noted that this program has been growing. Chairman Oliver expressed his surprise that growth was at 0% and Dr. Coraggio noted that was for the baccalaureate program only.

Mr. Gibbons asked if the express courses would help these numbers. Dr. Coraggio replied that the numbers already include the express classes that began this week.

Dr. Coraggio noted that while Midtown increased significantly, there was a decrease in Downtown headcount. The two campuses combined had an increase of 13 students. Mr. Gibbons asked for the number of new students who were at Midtown that were not formerly at Downtown as well as the number of new students at Downtown who were not there before. Dr. Coraggio said he would get those numbers for the Board. (Mr. Gibbons later shared that first-time-in-college students at Midtown for the fall semester is 143, and for Downtown it is 229 students.)

Dr. Rinard noted the decrease of new students was 10.3% and that number includes transfers and first-time-in-college students. He noted that readmits were also down. He also noted the 6.5% drop in the age group of 36 and older. Dr. Law commented that this age group is the same size as the age 19-21 cohort and that should be considered for marketing purposes.

Dr. Rinard commented that the increase in Pinellas County June high school graduates increased from 33.2% to 34.5% and attributed this to the work the College has done with the high schools.

Dr. Coraggio highlighted the 8.6% decrease in credit hour distribution of 7-11 credit hours. He expressed that this might have been due to the advising of students to not take more hours than might be realistic for success.

Mr. Fine asked if enrollment in certificate programs was also down. Dr. Coraggio answered that both enrollment and graduation were increasing for these programs.

Dr. Coraggio, Dr. Rinard and Dr. Law also commented that there will be a shift in considering prior year's financial data when a student applies for aid, which should allow students to get help earlier. Dr. Law explained that instead of using the current year's tax return information, the prior year will now be considered. Also, Advisors have been recommending students in the 7-11 credit

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hour bracket to take course loads they can handle because if they don't succeed, they have to make an appeal to continue their financial aid.

Dr. Law noted that the College has to focus on getting more students and that the younger cohort is not growing so there needs to be a shift to targeting older adults as well.

Dr. Coraggio noted that online class attendance is continuing to increase versus daytime and evening classes. He noted that at least half the students are taking at least one online class and one-third of the students are taking online classes only. Dr. Law commented that a presentation on this transition from face-to-face to online would be a topic for next month's agenda. Mr. Gibbons asked if students have to qualify in some way to take online classes and asked about an introductory or orientation to online classes. Dr. Susan Demers, Dean, College of Policy Ethics and Legal Studies, informed the Board that a pilot of such a course would be released in coming weeks.

Ms. Westine asked to see the success rates, specifically for the 7-11 credit hour cohort. Since the College is advising the students to take only the number of courses they can successfully manage, she would expect their performance to improve.

### **Quality Enhancement Plan (QEP) Update**

Dr. Jennifer Haber, Associate Professor, Communications, Ms. Heather Roberson, Academic Director, Center of Excellence for Teaching and Learning, and Ms. Sabrina Crawford, Executive Director, Institutional Research & Effectiveness presented information regarding the Quality Enhancement Plan Update.

Ms. Crawford introduced Ms. Roberson and Dr. Haber. Ms. Crawford shared that the College's last submission for Accreditation Reaffirmation to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) was accepted with no improvements suggested. The College is subject to reaffirmation in 2018 which will be a 10-year review of the College's continuous improvement efforts. The report will be due in March of 2017 and an onsite review will take place in September 2017. There are three concurrent timelines: a compliance report regarding the 84 standards across the College, a Quality Enhancement Plan (QEP) and an Administrative Unit Assessment.

Dr. Haber provided information regarding the QEP. The plan is a carefully designed course of action over a three-year period. The topic for improvement will be determined through the collaborative effort of many College stakeholders. The topic or issue selected for the QEP will focus on enhancing student learning and/or the environment that supports student learning. The QEP document will be submitted to SACSCOC in July 2017.

Ms. Roberson reviewed the QEP Topic Selection process including the leadership oversight milestones. Topic selection input began in July of 2015 and a Collaborative Labs was held on September 11, 2015. A summary of that session will be presented on September 16, 2015. In

October, 2015, two topics will be submitted to College leadership and the QEP Oversight Committee with the final selection being determined in December 2015. The topic would be formally announced to the College community in January 2016.

Ms. Roberson shared that the next steps for the Board of Trustees would be an update to the Board in November and finalization of the topic selection at the Board of Trustees workshop in December.

Dr. Law commented that the last topic chosen was the enhancement of Critical Thinking across the curriculum. He noted that finding the topic is central to this process and that the Board of Trustees would be kept informed of progress.

#### **14-356. Under Item VI - C, Budget and Finance**

##### **FY 2014-15 Year End Financial Report**

Dr. Doug Duncan, Senior Vice President, Administrative, Business Services, & Information Technology presented the Fiscal Year 2014-2015 Year End Financial Budget. He noted that the College ended the year on June 30th at 97% of budgeted revenue. None of the stabilization reserve was used. The biggest difference was in tuition. Revenues from tuition were strong in the fall, but dropped in spring and summer. Industry certifications almost doubled.

Dr. Duncan explained that the expenses ended at 101% of budget. The College granted a non-recurring salary increase in December. Approximately \$2M of the contingency was not spent which allowed a balanced budget for the year.

Dr. Duncan reviewed the Fund balances for the year. He explained that the Auxiliary Fund is used to fund the general operating budget each year. The Facilities Construction and Renovation (PECO) funds were carried forward for the Clearwater Library and other budgeted projects.

##### **Performance Funding Model Overview**

Dr. Coraggio presented an update on the State Performance Funding Model. He reported that four of the original nine measures remain in effect. St. Petersburg College's performance varied on the four measures. He explained that each of the measures has two components: an excellence benchmark by which colleges are rated against peer colleges and an improvement benchmark which ranks the college against its own improvement. Dr. Coraggio explained that it is possible for a College to have a lower overall score, but through improvement can actually earn more overall points. He then reviewed the components and possible point values for the four remaining measures: Job Placement and Continuing Education (7.5 points), Completion Rates (10 points), Retention Rates (10 points) and Entry Level Wages (3 points).

Dr. Coraggio explained the three possible rankings in the model and how funds are distributed:

**Gold:** The seven colleges with the highest point total.

- base funding restored and receive a proportional amount of performance dollars.

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- receive proportional amount of performance dollars that would have been allocated to the colleges in the bronze category.

**Silver:** Those colleges within one standard deviation below the mean are in the silver category

- base funding restored and receive a proportional amount of performance dollars.

**Bronze:** those colleges whose point total fell more than one standard deviation below the mean.

- a percentage of their base funding withheld with the opportunity to submit an improvement plan to the State Board of Education

The results of the ranking and earned points for SPC are as follows:

SPC is ranked 22 of out 28 Florida State Colleges (Silver Status)

- Job Placement/Continuing Education: 3.75 out of 7.50
- Completion Rates: 1.00 out of 10.00
- Retention Rates: 7.00 out of 10.00
- Entry Level Wages: 3.00 out of 3.00

SPC will have its base funding restored (\$1.2 million) and receive a proportional amount of performance dollars (\$1.2 million).

Mr. Gibbons asked about the model measures being a “moving target.” Dr. Law shared that when the Council of College Presidents signed off on the original metrics, SPC ranked in the top half of state colleges. By eliminating five of the measures, the College lost ranking. He also noted that the College Experience initiative began in 2009 and the model is using metrics for completion rates from 2009.

Mr. Gibbons remarked that Governor Scott has been pushing workforce development. Dr. Law shared that he wanted to have a conversation with Governor Scott about how a focus on that has ultimately hurt the college in terms of rankings. He noted that the achievement in Entry Level Wages received the lowest number of total points, but that SPC did the best in the state in that category.

Dr. Law expressed his displeasure with the ranking and that he has scheduled 40 interviews over the coming weeks with faculty members who had both the highest and lowest success rates to try to understand the differences in approaches and what the College needs to do to change the ranking in the completion rates category. He said he would report his findings back to the Board.

Dr. Coraggio described the next steps for SPC. First, an attempt will be made to recreate and validate the state data. He stated that to date, this has not been possible. Another step will be to develop strategies to improve the performance metrics, such as: develop a specific advising model for Full-time FTIC students, ‘Auto-grad’ for embedded AS Certificates and continue developing a stronger articulation program with USF which would allow a single application for both institutions. Mr. Gibbons asked if some of the USF classes could be offered on SPC

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campuses and Dr. Coraggio answered that there has been some discussion about placing USF advisors on SPC's campuses which would enhance the relationship between the two schools.

Ms. Westine asked what the percentage of the total College budget is affected by the performance funding amount and Dr. Duncan responded that it is less than 2%. Ms. Westine questioned the effort and expense that is necessary to get this funding that would also detract from the College's focus on student success. Dr. Law shared that some of the universities have already at \$100M worth of performance funding while a handful of other schools will receive less than they have in the past. Ms. Westine said she would be interested in seeing the numbers for the College as they compare to peer colleges. Both Ms. Westine and Mr. Gibbons expressed their extreme displeasure for using numbers from 2009. Ms. Bello also expressed a concern about diverting efforts comparing the loss of 2% of the budget versus focusing on student success.

Dr. Law stated that he felt the governor would not get involved at the detail level, but that he does want more jobs filled. Dr. Law said that the College has a plan and that he feels good about that plan and, in fact, the College has been approached by other organizations and schools across the country to share information about the various initiatives in place.

#### **FY 2015-16 Amended Budget**

Dr. Doug Duncan presented the Fiscal Year 2015-2016 Amended Budget. He also introduced Ms. Janette Hunt, who will be taking over the budget responsibilities formerly handled by Ms. Jamelle Connor. Dr. Duncan said that the FY15-16 Budget was submitted to the State using the Fund Balance as a source. The amended budget includes new funds from the Performance Fund pool and from compression. Total revenues are budgeted at \$155,597,996. The amended operating budget includes \$3.6M for a 3% employee compensation increase, less \$3.6M in available funding, \$1.8M new strategic initiative requests, leaving a \$1.8M balance. Additional reductions to the budget were made in the College's three divisions for a total of \$2.14M. Dr. Duncan shared that further reductions would be necessary due to the decrease in fall enrollment. The amended budget is balanced, leaving both the contingency and stabilization funds intact.

The Capital Outlay budget includes funds for construction, remodel, renovation and equipment, leaving a balance of \$1.1M for contingency. Ms. Westine asked if the budget would be balanced without using any reserve funding and Dr. Duncan confirmed this. Dr. Law added that funding was retained for the strategic initiatives. He added that the workforce development training was budgeted for \$100K, but is doing well enough to do without that funding at this point. Dr. Law remarked that the budget is balanced and that the College should focus on addressing the enrollment shortfall.

Mr. Gibbons moved to accept the amended FY2015-16 Amended Budget. Ms. Westine seconded the motion and the motion passed unanimously.

**14-357. Under Item VI – B, Student Success and Achievement - NONE**

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### **14-358. Under Item VI – D, Administrative Matters**

#### **Human Resources and Health Insurance Plan**

Under Human Resources, the Board considered Personnel Items VI-D.1a. Mr. Gibbons moved approval of VI-D.1a. Ms. Westine seconded the motion. The motion passed unanimously. Information regarding these items is as follows:

#### **Health Insurance Plan**

Ms. Desiree Woroner, Human Resources Director of Operations presented an overview for consideration to approve a renewal of the current Health Insurance Plan. Overall claim costs for the plan are down 1.1% from last year. She noted a decrease in severity conditions, those claims over \$50K. Ms. Woroner shared that hypertension and hyperlipidemia continue to be the two highest costs. The College will continue to focus on wellness programs in those areas. Pharmacy claims increased 12%, primarily due to Hepatitis C inpatient treatments. There has been a greater utilization of generic medications from 74% to 79%. This number is closer to Aetna's Book of Business of 84%.

Ms. Woroner shared that, for the calendar year, there was a slight increase this year for employer-paid medical costs, but a decrease in employee-paid costs. The distribution of top medical conditions has been relatively steady. Depression is replacing low back pain in costs. She noted that efforts will be made to focus the wellness program to look at life-work balance and stress reduction.

Ms. Woroner submitted the Health Insurance Plan Recommendation (6.D.1.B) for Board approval. The plan recommendation includes no increase in premiums, co-pays or deductibles, no change in carriers and rates guaranteed through 2017. By staying with Aetna as the Health Insurance carrier, the College will receive an additional \$50K for the wellness program for a total of \$200K. The insurance reserves are healthy; the College is carrying seven months of reserve funding for claims versus the recommended three months. Ms. Woroner anticipates an increase in costs for biotech medications for high cholesterol and high blood pressure control. Future cost controls will include exploration of Medicare Part D insurance for retirees, a review of the formulary for pharmacy and consideration of a self-funded subsidy for out-of-pocket catastrophic events.

Dr. Law expressed his pride in what has been done with the Plan. He noted that open enrollment begins in October. Mr. Gibbons moved for approval of the Health Insurance Plan Recommendation (VI-D1.b). Mr. Fine seconded the motion. The motion passed unanimously.

#### **Campus Safety and Security Update**

Mr. Dan Barto, Director of College-wide Security Services gave an update on Campus Safety and Security. Mr. Barto reported that St. Petersburg College 2014 Clery Reportable Crime Statistics were very low. He noted that the campus officers have extensive experience and a proactive plan

for training at various sites. Recently, officers completed a 40-hour comprehensive training program delivered in five eight-hour sessions. Topics included information about the Clery Act, legal updates and duty basics, campus incidents and critical emergency response, student issues and office safety, diversity awareness, professionalism, perception and communication, and basic life safety. Collectively, the department has 746 years of professional experience. Mr. Barto explained that, in the future, a greater effort will be made to communicate more information about the department and practices to the staff and students through the campus newspaper, website and meetings. Mr. Barto noted that two officers recently completed an ALICE (Alert, Lockdown, Inform, Counter, Evacuate) train-the-trainer course. This course is focused on preparing individuals to handle the threat of an armed intruder or active shooter. Training will be provided at all College sites. Mr. Barto shared that the 40-hour training was so successful that an advanced track is being considered.

Mr. Gibbons commented that he found the staff to be highly professional and diverse. He asked if the training included a diversity segment. Mr. Barto answered that a four-hour segment was delivered. Ms. Westine asked how often the officers practiced a SWAT/shooter scenario and Mr. Barto responded that this was typically done once a year.

#### **Construction of the Clearwater Joint use Library Update**

Dr. Stan Vittetoe, Provost, Clearwater Campus and Mr. Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services provided an update on the Clearwater Joint Use Library. Mr. Waechter introduced three other project members: Mr. Josh Bomstein of Creative Contractors, Mr. Leo Arroyo, Architect, and Ms. Kim Wolff, Library Program Director. Mr. Waechter explained that the purpose of the presentation was to provide an overview of the schematic plans, present next steps, the budget and the construction schedule, and to seek approval from the Board to proceed with the project.

Dr. Vittetoe shared slides of the site plans, pointing out the existing Library and Administration buildings and the proposed site for the new Library building which will be constructed directly behind the old Library building. He explained that the current retention pond on the property would be enhanced and the old Library and Administration buildings would be removed. Dr. Vittetoe said that the learning centers on the Clearwater Campus are currently divided between the existing Library and Language Arts buildings and would be consolidated into the new Library building. By combining these learning centers, room would be available for registration and advising in the Language Arts building. In addition, he noted that the Administration building is currently underutilized due to many formerly paper processes being transitioned to online processes.

Dr. Vittetoe then shared schematics of the new 42,000 square foot Library building. He shared that by combining College and City of Clearwater resources, both would now have access to over 70,000 volumes and the building would become more of a community center. Other community organizations will be able to use the building and a community meeting room will be available to

## **MINUTES OF THE September 15, 2015 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE**

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convene 100 people. The City of Clearwater will also be able to use the facility for summer programs.

Dr. Vittetoe shared a slide of the exterior elevation and explained that by lowering the current berm, the building will appear larger and will be more visible to passers-by.

Mr. Waechter share the timeline for the new building. It is anticipated that approvals will be obtained from the College and the City in the fall of 2015. Construction will begin in the spring of 2016 and will be finished by the spring of 2017. The College will move into the new building in the summer of 2017 followed by the City of Clearwater in the fall of 2017. Mr. Waechter explained that the total budget for the building is \$15M. The College's share is \$9.1M and the City of Clearwater's share is \$5.9M.

Chairman Oliver asked if there was anything of note in the agreements between the City of Clearwater and the College. Mr. Waechter responded that there is a Facilities Use List that provides a space-by-space description of usage. He explained that as soon as that document is populated it would become part of the plan.

Dr. Law commented that the College has worked very closely with the City of Clearwater and that Mayor Cretkos has been very pleased. Dr. Law commended Dr. Vittetoe and Mr. Waechter for their work on this project.

Mr. Gibbons moved to accept the plan for the construction of the City of Clearwater/St. Petersburg College Joint Use Library. Mr. Fine seconded the motion. The motion passed unanimously.

### **14-359. Under Item VI-E, Academic Matters**

This item was postponed.

### **14-360. Under Item VII - A, Consent Agenda (Action)**

A. OLD BUSINESS - Under Old Business (items previously considered but not finalized) – NONE

### **14-361. Under Item VII-B.1, Grants/Restricted Funds Contracts**

The Board considered Items VII-A and B. Mr. Gibbons moved approval of Items VII-B.1-4 under the Consent Agenda. Ms. Westine seconded the motion. The motion passed unanimously.

Information regarding these items is as follows:

Dr. Law commented that he had not heard anything officially from the Juvenile Welfare Board.

### **14-362. Under Item VII-B.2, Bids, Expenditures and Contracts over \$325,000**

2. BIDS, EXPENDITURES, CONTRACTS OVER \$ 325, 000

- a) Approval of Energy Performance Contract
- b) Approval of miscellaneous contractors for mid-sized projects collegewide

**14-363. Under Item VII-B.3, Capital Outlay, Maintenance, Renovation, and Construction - NONE**

**14-364. Under Item VII-B.4, Other - NONE**

**14-365. Under Item VIII, Informational Reports**

A. Quarterly Information Report on Contract Items

B. Quarterly Informational Report of Exempt and Non-Exempt Purchases

**14.366. Under IX, Public Access/Unagendaed Items - NONE**

**14-367. Under Item X, Proposed Changes to BOT Rules Manual**

This item was postponed.

**14-368. Under Item XI, President's Report**

A. Board 2016 Legislative Priorities

Dr. Law presented a draft of the 2016 Legislative Priorities to the Board for discussion. He noted that the concealed weapon carry issue is still being discussed and advised the Board that it would come up for Board determination again in the future. He explained that the College is currently in full compliance with the existing law, but stated that there are individuals who want the ability to carry concealed weapons into the classroom. He noted that he would keep the Board informed on this issue. Ms. Westine asked for a summary of the current law and Ms. Gardner responded that she would provide that to the Board members.

Mr. Gibbons raised the issue of remediation for students. He stated that the State has removed the College's ability to remediate but that he would like to revisit the formula that worked for two or three years. He expressed the desire to approach Senator Negrón regarding this restriction and felt it was hurting St. Petersburg College's students, particularly minority students. Dr. Law agreed that it is hurting students and would like to use the College's reputation as leverage to revisit this issue. Mr. Gibbons shared that he felt Senator Negrón's objection was to keeping students in remedial classes for a whole semester and a six-week or nine-week course would be preferable in order to prepare students to retake placement tests. Dr. Law shared that Senator Negrón felt that once a student entered remediation, they would never get out. He stated that the College still has some influence regarding this issue.

Dr. Law shared that the issue regarding the introduction of new baccalaureate degrees would be raised again and that Senator Latvala is working on this.

**MINUTES OF THE September 15, 2015 MEETING OF THE BOARD OF  
TRUSTEES OF ST. PETERSBURG COLLEGE**

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Dr. Law sad the proposed Simulation Center funding and the new St. Petersburg Gibbs Administration are PECO projects for consideration.

Ms. Westine stated that she would support working with Senator Negron's office.

Mr. Gibbons asked Ms. Sue Sohn to stand and accept his thanks for working so many hours voluntarily to ensure that the Midtown Campus opened on schedule.

**14-369. Under Item XII, Next Meeting Date and Location**

The Board confirmed its next meeting date and location as Tuesday, October 13, 2015, 9:00 a.m., Epi Center.

**XIII. ADJOURNMENT**

Having no further business to come before the Board, Chairman Oliver adjourned the meeting at 11:15 a.m.

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**William D. Law, Jr.**

**Secretary, Board of Trustees**  
St. Petersburg College  
FLORIDA

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**Dale Oliver**

**Chairman, Board of Trustees**  
St. Petersburg College  
FLORIDA

**Attachments**  
**Board Memos and**  
**Supplemental Materials**

**Board of Trustees Meeting**  
**September 15, 2015**

## II - B.1 Recognitions Dr. Goliath Davis

### Dr. Goliath J. Davis III

Former Deputy Mayor, Midtown Economic Development,  
City of St. Petersburg



Goliath J. Davis III joined the St. Petersburg Police Department in September 1973 as a public safety agent and later became a patrol officer, recruiter, instructor and vice detective. He was promoted to Division Chief in May 1980 to head the Training and Research Division. He was promoted to Deputy Chief in 1984, Assistant Chief in 1989 and became Chief of the department in June 1997. From 2001 to 2011, he served as Deputy Mayor, Midtown Economic Development for the City of St. Petersburg. He has a doctorate degree from Florida State University, a master's degree from the University of South Florida, and a bachelor's degree from Rollins College.

September 15, 2015

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## II – B.2 Florida College System Foundation Scholarship

### Florida College System Foundation Scholarship

- Robert Fine, Trustee, Florida College System
- Joe Lang, Emeritus Trustee, Florida College System
- Judy Green, President, Florida College System
- Braulio Colón, Vice President and Program Director, Helios Education Foundation
- Frances Neu, Vice President, Institutional Advancement and Executive Director Foundation
- Tom Furlong, Trustee, Florida College System

September 15, 2015

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## II - B.3 Earl Fratus, Interim Director, Honors Program

### Earl Fratus

Interim Director, Honors Program, Clearwater Campus



**Earl** earned his Master's degree from the University of South Florida and began his career at SPC in 2004. His faculty experience includes teaching HONORS courses, online expertise, taking students abroad as well as leading the Model UN team. Earl's administrative experience includes having served as:

- FGO president from 2008 to 2012
- Founding co-chair of the Center for Excellence of Teaching and Learning
- Faculty chair of the critical thinking Quality Enhancement Plan

Earl is also involved in the community through Rotary and is a lifelong member of Phi Alpha Theta.



## II - B.4 Dr. Frank Biafora, ACE Fellow

### Dr. Frank Biafora, Ph.D.

ACE Fellow



Frank Biafora is one of forty Fellows selected this year to participate in the American Council on Education's (ACE) Leadership Development Program. Frank serves as Professor and Dean of the College of Arts and Sciences at the University of South Florida St. Petersburg, a position he has held for eight years. From 1993 to 2007 Frank taught at St. John's University, a private university located in New York, where he served simultaneously for eight years as Associate Dean of the Graduate Division and co-Director of the Ronald E. McNair Scholars Program. Dr. Biafora earned his B.A. and M.A. in Sociology at the University of Florida and his Ph.D. in Sociology at the University of Miami. He is past Chair of American Stage Theater Company Board of Directors, and currently serves on the Board of Leadership St. Pete Alumni Association, and is the Vice Chair/Chair Elect of the Pinellas County Urban League.



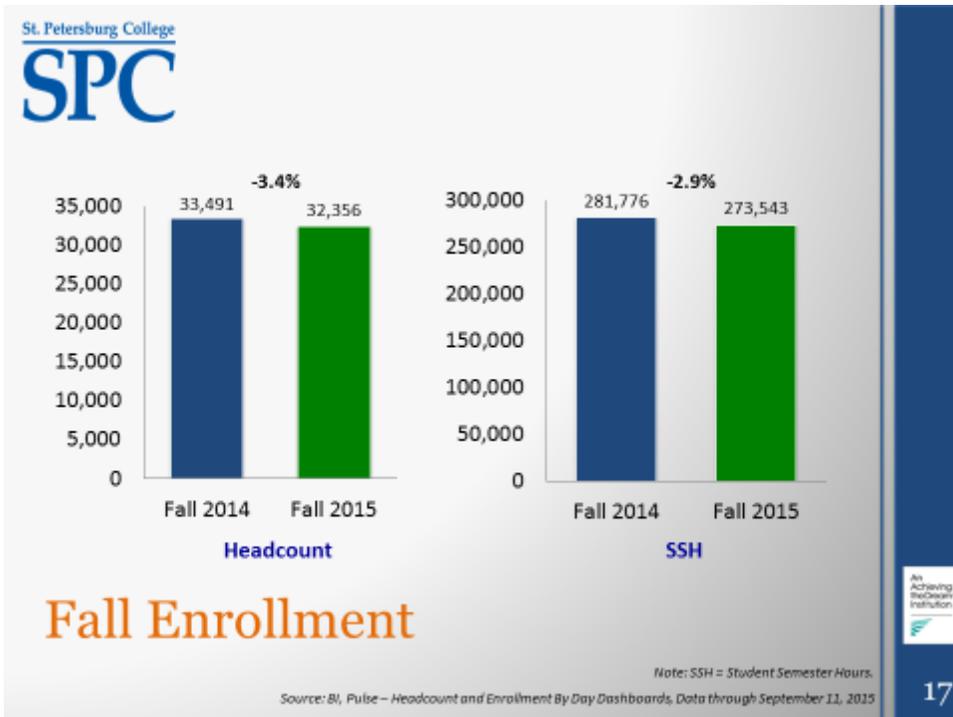
VI – A.1 Fall 2015 Enrollment

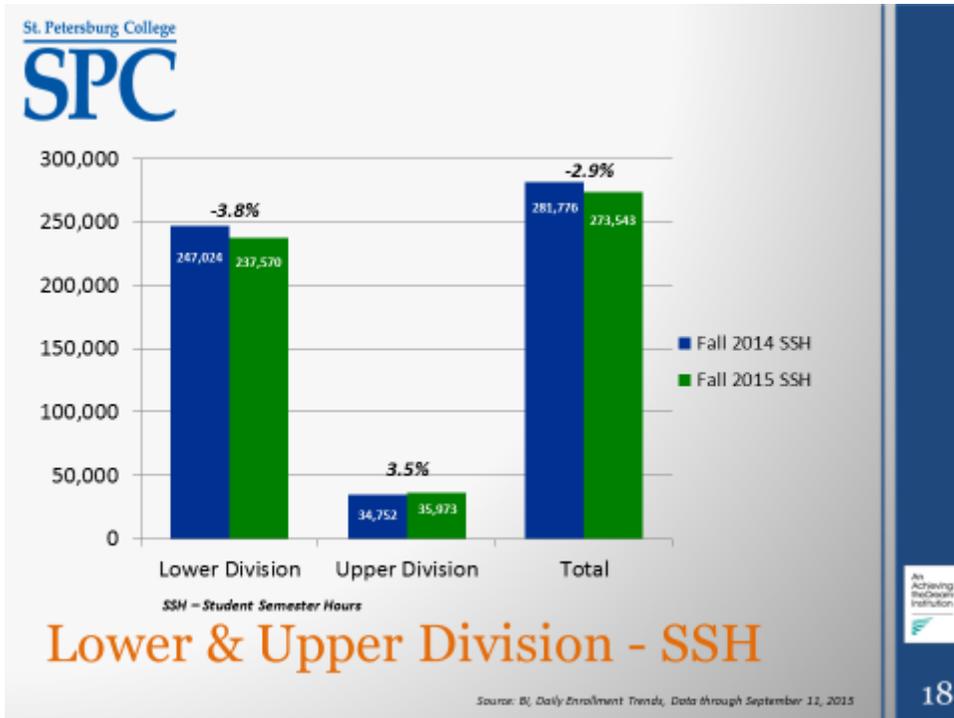
St. Petersburg College  
**SPC**



**Fall 2015 Who's Here**  
SPC Board of Trustees Meeting  
September 15, 2015

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Institution





St. Petersburg College  
**SPC**

Baccalaureate Program	Fall 2014	Fall 2015	% Increase/Decrease
Computer and Information Tech	1,584	2,223	40%
Veterinary Technology	815	962	18%
Paralegal Studies	1,581	1,779	12.5%
Business Administration	11,044	11,712	6.0%
Public Safety	2,874	3,039	5.7%
Nursing	5,702	5,714	0%
Education	6,214	5,812	-6.4%

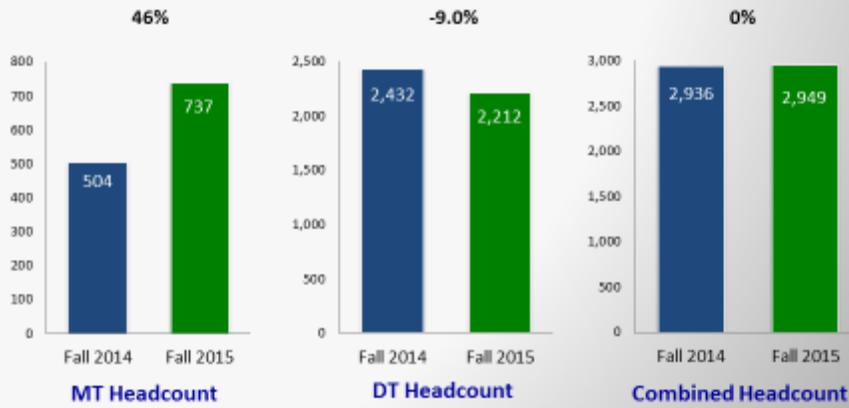
SSH – Student Semester Hours

## Baccalaureate Enrollment - SSH

Source: BI, Pulse Daily Enrollment Trends and Daily Enrollment Report, Data through September 11, 2015

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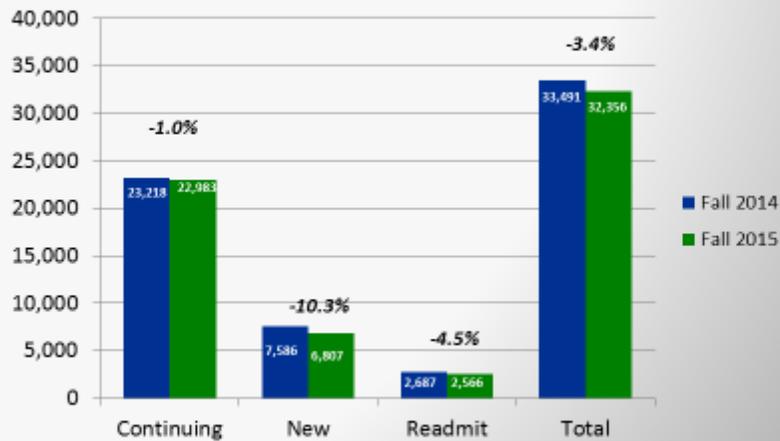


Note: 141 FTIC at MT; DT headcount -9.0%; Combined growth of 13 students

## Midtown Enrollment

Note: SSH = Student Semester Hours.

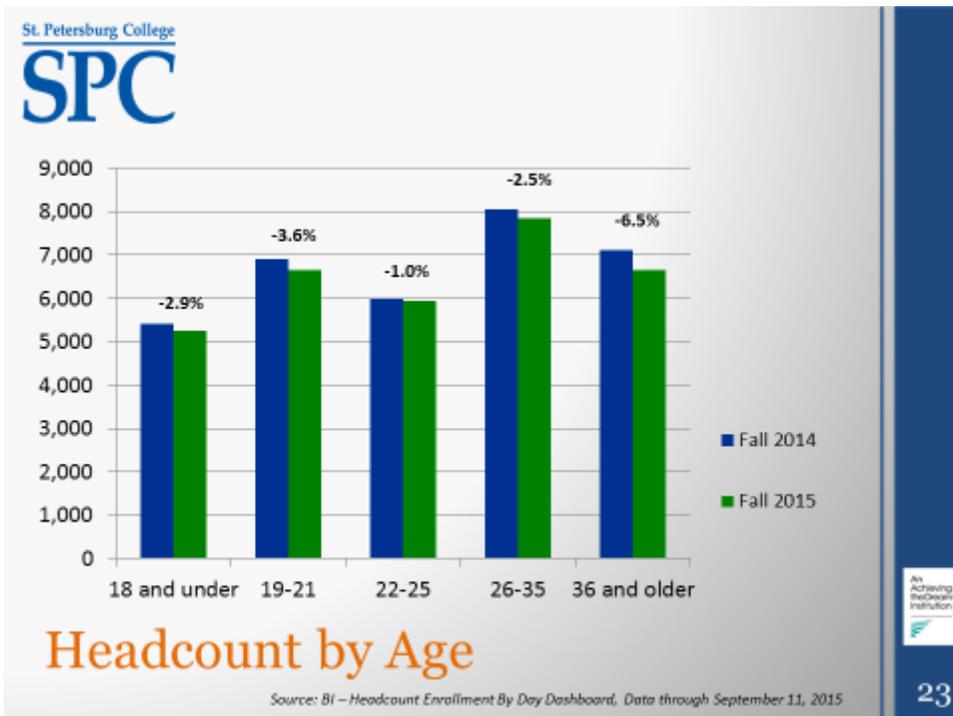
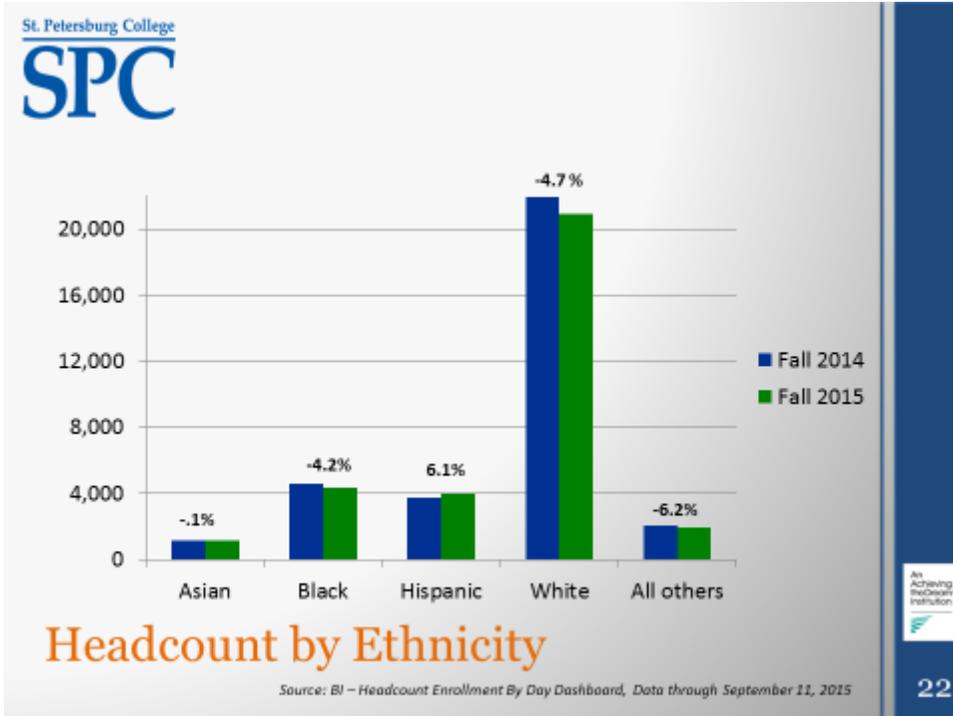
Source: BI, Pulse – Midtown Enrollment By Day Dashboards, Data through September 11, 2015



## Enrollment Type - Headcount

Source: BI, Daily Enrollment Trends, Data through September 11, 2015

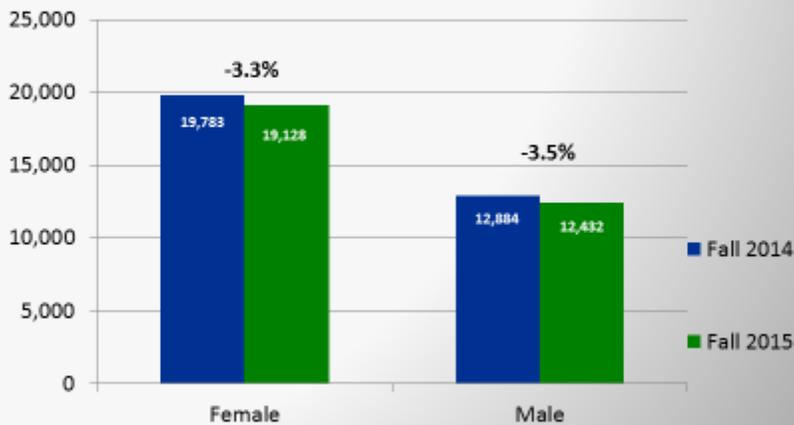




	Total Graduates	# Enrolled at SPC in Fall	% of Total Graduates
2014	5,414	1,799	33.2%
2015	5,445	1,883	34.5%
Increase over prior year	.5%	4.7%	

## Enrollment Yield Pinellas County June 2015 graduates

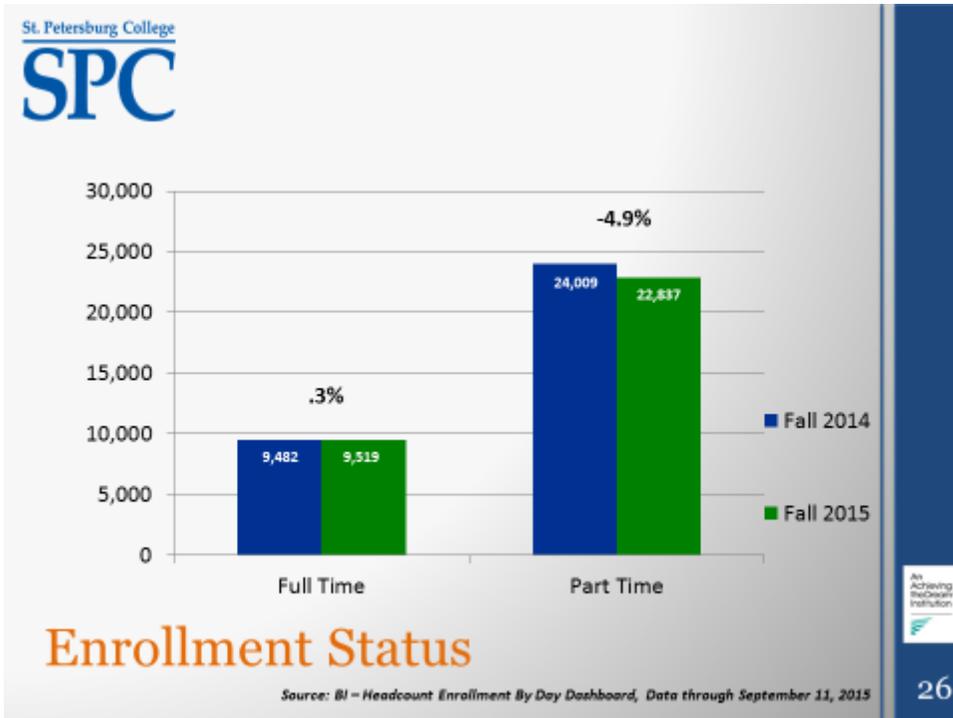
Source: HS applied and enrolled by school by day.sql, Data through September 11, 2015



## Headcount by Gender

Source: BI - Headcount Enrollment By Day Dashboard, Data through September 11, 2015





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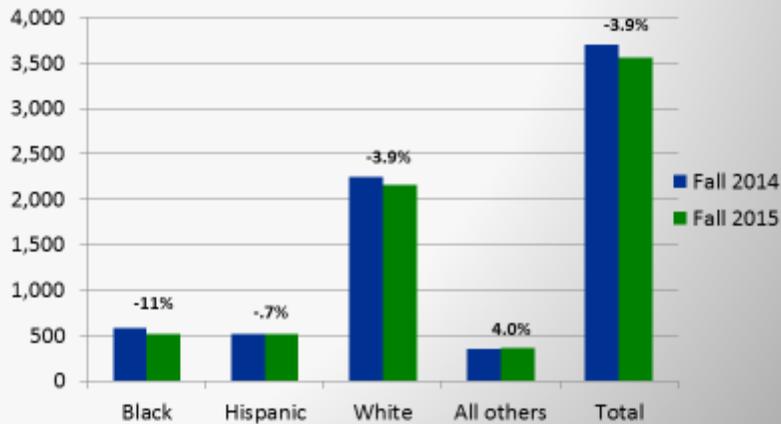
	Fall 2014	Fall 2015	% Change
1-6 Credits	12,787	12,574	-1.6%
7-11 Credits	11,202	10,229	-8.6%
12 or more Credits	9,482	9,519	.3%

**Credit Hour Distribution**

Source: PS Query: number of credits by student.sql, Data through September 11, 2015

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## First Time in College - Ethnicity

Source: BI - Headcount Enrollment By Day Dashboard, Data through September 11, 2015

- **16,896 students awarded \$129.48 million!**
  - Average award package - \$10,025 per year
- **Pell Grant – 12,209 students, \$53.7 million**
  - Average award - \$4,399 per year
- **Scholarships and Waivers – 2,029 students, \$3.8 million**
  - Average award - \$1,873 per year
- **Other grants – 6,208 students, \$7.9 million**
  - Average award - \$1,272 per year
- **Student Loans – 7,926 students, \$63.7 million**
  - Average accepted – \$8,036 per year

## Financial Aid 2015-16

- 3.4% decrease in student headcount and 2.9% decrease in Student Semester Hours
- 3.5% Increase in Baccalaureate Enrollment SSH
- 10.3% Decrease in New Students
- 46% Increase in Headcount and 44% increase SSH at Midtown
- 4.7% Increase in Enrolled Pinellas County HS graduates
- 4.7% Decrease in White students
- 6.1% Increase in Hispanic students
- 6.5% Decrease in 36 and older age population
- 4.9% Decrease in Part-Time students

## Noteworthy Observations



## Questions

VI – A.2 SACSCOC and QEP

Southern Association of Colleges and  
Schools Commission on Colleges

Accreditation Reaffirmation 2018  
and  
Quality Enhancement Plan

*Board of Trustees – September 15, 2015*

**SPC** St. Petersburg  
College  
INSTRUCTION AND ACADEMIC PROGRAMS

SACSCOC Reaffirmation 2018

**SPC** St. Petersburg  
College  
INSTRUCTION AND ACADEMIC PROGRAMS

- 10 year review of an institution's continuous improvement
- Due March 2017 with On-Site Review in Sept. 2017
- 3 Concurrent Timelines
  - Compliance Report (84 Standards)
  - Quality Enhancement Plan (QEP)
  - Administrative Unit Assessment

## What is a Quality Enhancement Plan (QEP)?

- A *carefully designed* course of ACTION.
- Chosen by the college through a collaborative process.
- A *well-defined* focused topic or issue related to enhancing student learning and/or the environment that supports student learning.

### The QEP document will:

- Focus on one singular topic.
- Include broad-based involvement (including the BOT) in the development and implementation.

*The QEP Document is submitted to SACSCOC in July 2017*

## QEP Topic Selection Process Leadership Oversight Milestones

Topic Selection  
Process  
Feedback  
• August 2015

Report to  
Leadership &  
QEP oversight  
Feedback  
• Sept. 16, 2015

Topic Selected  
QEP oversight &  
Leadership  
• December 2015

QEP Ideas  
Collaborative  
Lab  
• Sept. 11, 2015

Report  
stakeholder  
input  
Leadership &  
QEP oversight  
Feedback  
• October 26, 2015



## VI – B.1 FY 2014-15 Year End Financial Report



St. Petersburg College  
Board of Trustees  
2014-15 Year End Financial  
Report

Doug Duncan  
September 15, 2015

## End of FY Revenue

Revenue			% YTD Actual to Total Budget
	FY14-15 Budget	FY14-15 Actual	
Student Tuition & Out-of-State Fees	\$ 56,937,969	\$ 56,846,961	96%
State Appropriation - CCPF	\$ 53,145,924	\$ 53,145,924	100%
State Appropriation - Lottery	\$ 15,540,962	\$ 15,540,962	100%
Operating Cost for New Facilities	\$ 336,168	\$ 336,168	100%
Learning Support Access Fee	\$ 1,931,748	\$ 1,769,819	92%
Distance Learning Fee	\$ 3,563,035	\$ 3,678,647	103%
Technology Fee	\$ 2,903,108	\$ 2,750,117	95%
Lab Revenue Fees	\$ 1,714,401	\$ 1,908,674	111%
Industry Certifications	\$ 150,000	\$ 332,305	222%
Other Revenues	\$ 3,390,893	\$ 4,030,139	119%
Other Student Fees	\$ 1,831,635	\$ 1,481,267	81%
Fund Transfers In	\$ 3,145,628	\$ 3,320,311	106%
Revenue Stabilization Reserve	\$ 2,173,009	\$ -	0%
One-Time Non-Recurring Funds	\$ 2,433,328	\$ 1,862,911	77%
<b>Total Revenues - Fund 1x</b>	<b>\$ 151,197,809</b>	<b>\$ 147,004,205</b>	<b>97%</b>



End of FY Expense

Operating Costs	FY14-15 Budget	FY14-15 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
<b>Personnel &amp; Benefits</b>				
Instructional Faculty-Full Time	\$ 28,294,099	\$ 28,008,443	99%	
Administrative	\$ 21,426,648	\$ 20,776,299	97%	
Career (Non-Instructional)	\$ 24,588,972	\$ 22,858,693	93%	
Adjunct/Supplemental	\$ 15,471,875	\$ 16,008,960	104%	
Other Academic	\$ 399,937	\$ 382,168	96%	
Non-Instructional OPS and Overtime	\$ 2,867,950	\$ 2,839,849	99%	
Student Assistants	\$ 500,000	\$ 380,889	76%	
Personnel Benefits	\$ 23,083,974	\$ 25,427,180	110%	
<b>Total Personnel &amp; Benefits</b>	<b>\$ 116,590,454</b>	<b>\$ 117,423,082</b>	<b>101%</b>	<b>100%</b>
<b>Current Expense</b>				
Travel	\$ 627,464	\$ 945,262	151%	
Repairs & Maintenance	\$ 982,192	\$ 973,222	99%	
Rentals/Leases	\$ 452,720	\$ 358,302	79%	
Insurance (Non-Health)	\$ 1,725,368	\$ 1,812,915	105%	
Utilities	\$ 5,000,000	\$ 5,711,723	114%	
Services and Fees	\$ 5,804,571	\$ 4,689,785	81%	
Scholarships/Fee Waivers	\$ 1,590,895	\$ 2,285,852	144%	
Materials and Supplies	\$ 6,783,180	\$ 5,519,335	81%	
Tech Expense/Licensing	\$ 2,674,911	\$ 2,335,482	87%	
Bad Debt/Unemployment Comp/Misc	\$ 1,147,782	\$ 1,066,263	93%	
Other Current Expense	\$ 3,619,341	\$ 1,815,269	50%	
<b>Total Current Expense</b>	<b>\$ 31,128,426</b>	<b>\$ 27,815,430</b>	<b>89%</b>	<b>100%</b>
<b>Capital Spending</b>				
Computer Refresh Leases	\$ 2,589,906	\$ 1,544,864	60%	
Capital Purchases-Non-Recurring	\$ 740,023	\$ 520,630	70%	
<b>Total Capital Spending</b>	<b>\$ 3,329,929</b>	<b>\$ 2,065,493</b>	<b>62%</b>	<b>100%</b>
<b>Total Operating Costs - Fund 1x</b>	<b>\$ 151,047,810</b>	<b>\$ 147,004,205</b>	<b>97%</b>	<b>100%</b>
<b>Total Remaining Funds (Surplus/Deficit)</b>	<b>\$ 150,001</b>	<b>\$ (0)</b>		



FY 2014-15 End of Year Unencumbered Fund Balance Summary

Fund 1 – General Operating Funds (\$19.7M)

Fund 2 – Restricted Funds (\$6.97M)

- Student Activity (\$3.35M)
- Grants and Contracts (\$3.62M)

Fund 3 – Auxiliary Funds (\$6.54M)

- Enterprises established to provide non-instructional services
- Self-supporting

Fund 7 – Facilities Construction and Renovation (PECO) Funds (\$18.88M)

49612



Questions?

## VI – B.2 Performance Funding Update

St. Petersburg College  
**SPC**

# Florida College System Performance Funding Model Overview

*Board of Trustees Meeting  
- September 15, 2015*

An Achieving  
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Institution

St. Petersburg College  
**SPC**

### Four Measures of Nine Measures Remain

1. Job Placement/Continuing Education
2. Completion Rates
3. Retention Rates
4. Entry Level Wages
5. ~~Cost per Degree~~
6. ~~Pell Grant Recipient Graduation Rates~~
7. ~~Time to Complete~~
8. ~~Credit Milestones~~
9. ~~Local Measure - Chosen By College~~

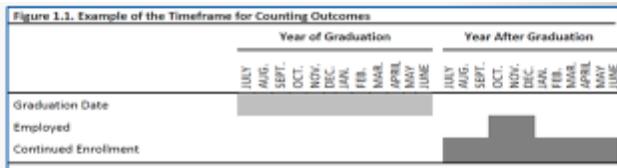
## Measures

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- Each measure has two distinct parts:
  1. Excellence Benchmark
  2. Improvement Benchmark
- Points are awarded to each institution based on the higher of the two benchmarks.

## Measures



- **Weight:** 7.50 Points Max (Discounted from 10 Points)
- **Cohort:** graduates (from summer, fall, and spring) in the year after graduating (all degrees and certificates).
- **Timeframe:**
  - Employed: have an earnings record during the fourth fiscal quarter of the year (October through December).
  - Continuing education: have an enrollment record in the year following graduation.
- **Sources:** CCTCMIS, FETPIP, National Clearinghouse

## Job Placement/Continuing Education

**Table 2.2. Example of Completion Rate Calculations**

	Students in the Cohort		Total
	Lower Division	Upper Division	
<b>150% Completion Rate</b>			
Numerator	1,000	100	1,100
Denominator	5,000	500	5,500
Rate	20%	20%	20%
<b>200% Completion Rate</b>			
Numerator	1,500	150	1,650
Denominator	5,000	500	5,500
Rate	30%	30%	30%

- **Weight:** 10 Points Max
- **Cohort:**
  - Lower Division Cohort: first-time, full-time lower division students enrolled at the beginning of the fall term (may include students beginning in the summer term).\*
  - Upper Division Cohort: first-time, full-time upper division students from the fall, spring, and summer term.\*
- **Timeframe:** students comprising each cohort were tracked for 150% (2/3) using Fall 2010 and 200% (1/3) using Fall 2009 of catalog time
- **Source:** CCTCMIS, FETPIP, National Clearinghouse

## Completion Rates

\*Excludes transfers and allowable exclusions.



**Figure 3.3. Enrollment Patterns of Four Students and Their Respective Retention Outcomes.**

STUDENT & OUTCOME	YEAR 1		YEAR 2	
	FALL TERM	SPRING TERM	FALL TERM	SPRING TERM
Student "A" was NOT RETAINED	ENROLLED	ENROLLED	NOT ENROLLED	NOT ENROLLED
Student "B" was NOT RETAINED	ENROLLED	ENROLLED	NOT ENROLLED	ENROLLED
Student "C" was RETAINED	ENROLLED	NOT ENROLLED	ENROLLED	ENROLLED
Student "D" was RETAINED	ENROLLED	ENROLLED	ENROLLED	NOT ENROLLED

- **Weight:** 10 Points Max
- **Cohort:**
  - First-time, full-time and first-time, part-time lower division students enrolled in the fall term.\*
  - First-time, full-time and first-time, part-time upper division students enrolled in the fall term.\*
- **Timeframe:** Must be enrolled in sequential fall terms in order to be counted as being retained. Using combined full-time rate (1/2) and part-time rate (1/2).
- **Source:** CCTCMIS and National Clearinghouse

## Retention Rates

\*Excludes transfers and allowable exclusions.



Figure 4.1. Example of the Timeframe for Counting Outcomes

	Year of Graduation												Year After Graduation											
	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APRIL	MAY	JUNE
Graduation Date																								
Employed																								

- **Weight:** 3 Points Max (Discounted from 10 Points)
- **Cohort:** Graduates (from summer, fall, and spring) in the year after graduating (all degrees and certificates).
- **Timeframe:** Graduates working with wages in the fourth fiscal quarter after graduation.
- **Source:** Entry Level Wages defined as the average wage of graduates found working full-time in the FETPIP database compared to entry-level wages in the college’s service area by the Florida DEO.

## Entry Level Wages

Measures	Cohort Year
1) Job Placement/Continuing Education	<ul style="list-style-type: none"> <li>• 2012-2013 Graduates</li> </ul>
2) Completion Rates: 150%	<ul style="list-style-type: none"> <li>• Fall 2010-FT FTIC*</li> <li>• Fall 2010, Spring 2010, Summer 2011-FT First Time Bacc *</li> </ul>
Completion Rates: 200%	<ul style="list-style-type: none"> <li>• Fall 2009-FT FTIC*</li> <li>• Fall 2009, Spring 2009, Summer 2010-FT First Time Bacc*</li> </ul>
3) Retention Rates	<ul style="list-style-type: none"> <li>• Fall 12-13 to Fall 13-14</li> <li>• First-time, FT and PT lower division students First-time, FT and PT upper division students</li> </ul>
4) Entry Level Wages	<ul style="list-style-type: none"> <li>• College Completer Avg. FT Wage (2012-13)</li> <li>• DEO Entry Level Wage in Service Area (2013)</li> </ul>

Notes: FT = Fulltime, PT = Part-time, FTIC = First Time in College, DEO = Department of Economic Opportunity.

## Measure Cohort Detail

\*Excludes transfers and allowable exclusions.

- **Gold:** The seven colleges with the highest point total.
  - base funding restored and receive a proportional amount of performance dollars.
  - receive proportional amount of performance dollars that would have been allocated to the colleges in the bronze category.
- **Silver:** Those colleges within one standard deviation below the mean are in the silver category
  - base funding restored and receive a proportional amount of performance dollars.
- **Bronze:** those colleges whose point total fell more than one standard deviation below the mean.
  - a percentage of their base funding withheld with the opportunity to submit an improvement plan to the State Board of Education

## State Ranking



- SPC is 22 of out 28 Florida State Colleges (Silver Status)
  - Job Placement/Continuing Education: 3.75 out of 7.50
  - Completion Rates: **1.00** out of 10.00
  - Retention Rates: 7.00 out of 10.00
  - Entry Level Wages: **3.00** out of 3.00
- SPC will have their base funding restored (1.2 million) and receive a proportional amount of performance dollars (1.2 million).

## SPC Ranking



- Attempt to recreate and validate state data
- Develop short-term and long-term strategies to improve performance metrics, such as:
  - Develop a specific advising model for Full-time FTIC students
  - ‘Auto-grad’ for embedded AS Certificates
  - Continue developing a stronger articulation program with USF (e.g. single application)

## Next Steps



## Questions

## FY15-16 College Budget Amended

Board of Trustees Meeting  
September 15, 2015



### Janette Hunt

Interim Director of Budget & Compliance



Janette began her career at St. Petersburg College in April 2011 as a Senior Accountant. In October 2011 she was promoted to Budget Development & Compliance Coordinator. Her experience includes accounting, contract/grant administration and budget analysis.

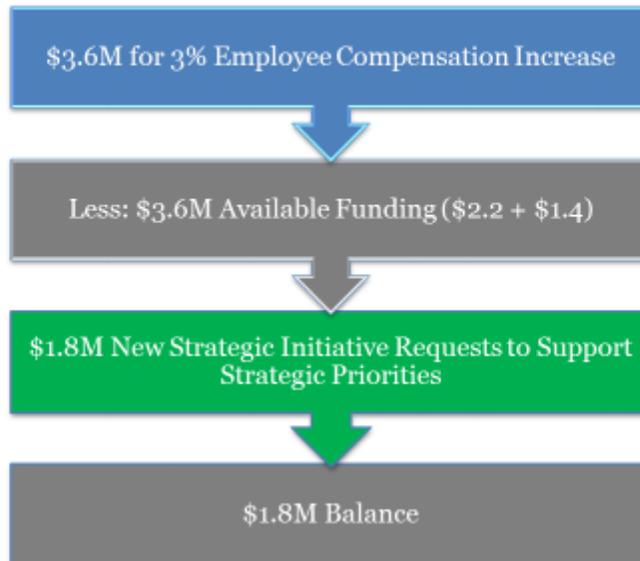
### FY15-16 Revenue

- July 8<sup>th</sup>: Budget submitted to the State with Fund Balance as source

FY15-16 St. Petersburg College Operating Budget	
Revenue	FY15-16A Budget
Student Tuition & Out-of-State Fees	\$ 58,920,268
State Appropriation - CCPF	\$ 54,863,174
State Appropriation - Lottery	\$ 14,934,524
<b>Performance Funding</b>	<b>\$ 1,202,209</b>
Operating Cost for New Facilities	\$ 172,604
Learning Support Access Fee	\$ 1,909,846
Distance Learning Fee	\$ 3,752,441
Technology Fee	\$ 2,938,032
Lab Revenue Fees	\$ 1,714,401
Industry Certifications	\$ 150,000
Other Revenues	\$ 5,397,200
Other Student Fees	\$ 1,622,007
Fund Transfers In	\$ 3,556,839
Revenue Stabilization Reserve	\$ 2,173,009
One-Time Non-Recurring Funds	\$ 2,291,443
<b>Total Revenues - Fund 1x</b>	<b>\$ 155,597,996</b>

\$1M Compression  
 \$1.2 M Performance Funds  
 \$2.2M Total New Funds

### FY15-16 Amended Operating Budget



## Budget Reduction \$2.14M

Dr. Anne Cooper \$1.35M	Dr. Tonjua Williams \$468k	Dr. Doug Duncan \$322k
<ul style="list-style-type: none"> <li>• UPC \$100k</li> <li>• Collaborative Labs \$100k</li> <li>• COE \$75k</li> <li>• Online \$313k</li> <li>• Academic \$423K</li> <li>• Corporate Training \$341k</li> </ul>	<ul style="list-style-type: none"> <li>• Provost \$387k</li> <li>• District Student Services \$81k</li> </ul>	<ul style="list-style-type: none"> <li>• Administrative Services Budgets \$322k</li> </ul>

## FY15-16 Operating Expense

Operating Costs	FY15-16A Budget
Personnel & Benefits	
Total Personnel & Benefits	\$ 120,123,290
Current Expense	
Total Current Expense	\$ 32,077,510
Capital Spending	
Total Capital Spending	\$ 3,397,196
Total Operating Costs - Fund 1x	\$ 155,597,996
Total Remaining Funds (Surplus/Deficit)	\$ (0)

### 2015-16 Capital Outlay (Construction, Remodel, Renovation, & Equipment)



Questions?

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *WDL*  
**SUBJECT:** Personnel Report

**Approval is sought for the following recommended personnel transactions:**

<b>HIRE Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Fayard, Kimberly A	Asst Dir, Scholar&Stu Fin Asst	Scholarships/Stu Fin Assist DO Workplace & Professional	08/03/15-06/30/16
Hopkins, David D	Career Outreach Specialist	Development DO	07/27/15-06/30/16
Browne, Marilyn P	Career Pathways Outreach Spec Coord,	Tech Prep DO	08/26/15-06/30/16
Boyd, Joseph J	Accredtn&BaccAssessment	Academic Effective & Assessmt DO	07/13/15-06/30/16
Miller, Isaac	Coord, Curriculum Services	Institutional Research EPIctr	08/24/15-06/30/16
McBride, Jennifer C	Grant Writer	Director of Grants DO	08/31/15-06/30/16
Lockhart, Amy G	Grants Accountant	Accounting Services EPIServices	07/08/15-06/30/16
Gonzalez, Eduardo J	Instructional Computing	Instructional Dsgn Technician SE	06/15/15-06/30/16
Schofield, Jennifer E	Instructional Design Tech	Instructional Computing SE	08/25/15-06/30/16
Donahower, Brian J	Instructional Dsgn Technician	Instructional Computing SE	07/27/15-06/30/16
McCormick- McDonald, L	Library Prgm Director-JointUse	Learning Resources SPG Workplace & Professional	06/29/15-06/30/16
Berry, Belinthia A	Program Dir II-Global Corp Col	Development DO Workplace & Professional	06/29/15-06/30/16
Garrett, Susan A	Program Director II-Certificat	Development DO	06/22/15-06/30/16
Soler, Jesus	Student Life & Leadership Coor	Provost SPG	07/27/15-06/30/16
Kemp, Misty D	Title III Director	Special Programs DO	07/01/15-06/30/16

<b>TRANSFER/PROMOTION Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Jean-Baptiste, Claudius K	Associate Provost	Provost SPG	07/01/15-06/30/16
Alvarez, Patricia M	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Anstadt, Melissa M	Career & Academic Advisor	Counseling & Advisement SE	07/01/15-06/30/16

Autry,Courtney C	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
Bell,Kevin S	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Bellamy,Rachel Elaine	Career & Academic Advisor	Associate Provost TS	07/01/15-06/30/16
Benavides,Joseph	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
Berry,Nicholas	Career & Academic Advisor	Associate Provost SPG	07/01/15-06/30/16
Bird,Aja M	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Boozy,Jonathan D	Career & Academic Advisor	SPC DT	07/01/15-06/30/16
Bullard,Derrick L	Career & Academic Advisor	Provost SE	07/01/15-06/30/16
Bullock,April S	Career & Academic Advisor	Counseling & Advisement SPG	07/01/15-06/30/16
Cappleman,Tammy	Career & Academic Advisor	Associate Provost HC	07/01/15-06/30/16
Carter,Kerry	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Coles,Nora L	Career & Academic Advisor	Associate Provost HC	07/01/15-06/30/16
Crane,John J	Career & Academic Advisor	Counseling & Advisement HC	07/01/15-06/30/16
Cuevas,Mirva Q	Career & Academic Advisor	Associate Provost TS	07/01/15-06/30/16
Daun,Melinda R	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Donald,Ann C	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Dorsett,Debra A	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Duclos,Belinda Denise	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
Dufoe,Anh Dang	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Fayard,Lucas B	Career & Academic Advisor	College Student Supp Svcs DO	07/01/15-06/30/16
Fisher,Lasilas C	Career & Academic Advisor	Associate Provost CL	07/01/15-06/30/16
Gann,Welcita M	Career & Academic Advisor	Registration CL	07/01/15-06/30/16
Ganoo,Kelliann	Career & Academic Advisor	Counseling & Advisement SPG	07/01/15-06/30/16
Giraldi,Chauncey-Juan M	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Gonzalez,Alexander H	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Goree,Anna	Career & Academic Advisor	Elderhostel/Coll for Kids AC	07/01/15-06/30/16
Hall,Nicole Shalonda	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Hunter,Tori E	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Janik,Brooke S	Career & Academic Advisor	SPC DT	07/01/15-06/30/16
Johnson,James Thomas	Career & Academic Advisor	SPC DT	07/01/15-06/30/16
Justice,Amy Lois	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Kelly,Danielle	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
Kerr,Christopher K	Career & Academic Advisor	Associate Provost HC	07/01/15-06/30/16
Kessing,Renee Voytas	Career & Academic Advisor	Student Support Services SE	07/01/15-06/30/16
Krause,Daniel R	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Kroll,Shoshana S	Career & Academic Advisor	Counseling & Advisement SPG	07/01/15-06/30/16

Kubler,Susan T	Career & Academic Advisor	Provost SE	07/01/15-06/30/16
Madera,Evelyn	Career & Academic Advisor	Student Support Services SE	07/01/15-06/30/16
Marsh,Ryan B	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
McCartney,Sally E	Career & Academic Advisor	Provost SE	07/01/15-06/30/16
Mederos Jr,Rolando A	Career & Academic Advisor	Provost SPG	07/01/15-06/30/16
Miller,Christopher E	Career & Academic Advisor	Provost SE	07/01/15-06/30/16
Miller,Laurel A	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Morrow,Leslie Tamara	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Nicholson,Jason I	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Palmer,Jennifer G	Career & Academic Advisor	Associate Provost SPG	07/01/15-06/30/16
Pantelides,Sherry Kelley	Career & Academic Advisor	Student Support Services SE	07/01/15-06/30/16
Peart,Andre S	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Pecchio,Kristin D	Career & Academic Advisor	Counseling & Advisement HC	07/01/15-06/30/16
Ralph III,James R	Career & Academic Advisor	Associate Provost TS	07/01/15-06/30/16
Roldan,Carissa M	Career & Academic Advisor	Counseling & Advisement CL	07/01/15-06/30/16
Smith Jr,Richard L	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Smith,Junetta	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Sofia,Ann O	Career & Academic Advisor	Counseling & Advisement TS	07/01/15-06/30/16
Wadsworth,Robert L	Career & Academic Advisor	Associate Provost TS	07/01/15-06/30/16
Walker,Calandra M	Career & Academic Advisor	Provost SPG	07/01/15-06/30/16
Wilburn,David	Career & Academic Advisor	Provost TS	07/01/15-06/30/16
Wilcoxon,Robert L	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Wright,Nikishea A	Career & Academic Advisor	Registration SPG	07/01/15-06/30/16
Styles,Renee M	Career & Academic Advisor	Enrollment Management DO	08/10/15-06/30/16
Ingargiola,Dominick J	Career & Academic Advisor	Provost CL	08/03/15-06/30/16
Hallas,Kelly Marie	Career & Academic Advisor	Counseling & Advisement HC	07/01/15-06/30/16
Hansen,Tiffany M	Career & Academic Advisor	Enrollment Management DO	07/01/15-06/30/16
Snead,Christina M	Career & Academic Advisor	Enrollment Management DO Workplace & Professional Development DO	07/01/15-06/30/16
Hopkins,David D	Career Outreach Specialist		07/27/15-06/30/16
Gardner,Daniel L	Grant Director, Elem Ed Grant	College of Education TS	07/13/15-06/30/16
Conner,Jamelle J	Provost	Provost SPG	07/01/15-06/30/16
Dibuono,Michael	Public Safety Training Mgr	Provost AC	08/31/15-06/30/16
Ziemak,Kellie Anne	Student Services	Student Serv Projects Coord DO	06/15/15-06/30/16
Davide,Kristy Sue	Systems Analyst	Admin Information Systems DO	08/10/15-06/30/16

## HIRE Budgeted Career Service

<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
		Workforce & Professional Development DO	
Clark,Jenna M	Administrative Svcs Specialist	Development DO	07/20/15
Keller,Amy R	Administrative Svcs Specialist	Provost TS	06/22/15
Woods,Benjamin M	Administrative Svcs Specialist	Provost SE	06/15/15
Nunamaker,Gladys	Business Office	Accounting Support Specialist DO	06/01/15
Roldan,Carissa M	Counseling & Advisement	Career and Academic Advisor CL	06/15/15
Woods,Christopher M	Custodial Services	Custodian CL	06/08/15
Austin,Christopher	Custodial Services	Custodial Supervisor SPG	06/15/15
Israel,Syria	Custodian	Custodial Services SPG	07/20/15
Pham,Loan	Custodian	Custodial Services SPG	07/20/15
Benjamin,Arl J	Custodian I	Custodial Services SPG	06/29/15
Trajkovski,Boris	Custodian I	Custodial Services TS	08/31/15
Turner,Rebecca L	Executive Admin Svc Specialist	President Support DO	07/27/15
Van Horn,Gerald B	Facilities Specialist	Maintenance Services DO	07/06/15
Corcella,Philip P	Landscaper	Landscape Services SPG	08/31/15
Heyward,Bobby V	Materials Mgmt Assistant	Maintenance Services SPG	06/22/15
Anzalone Jr,Peter J	Security Officer	Campus Security TS	07/06/15
Scott,Thomas W	Security Officer	Campus Security SPG	07/20/15
Mitchell,Jerry	Security Officer	Campus Security SPG	07/25/15
Cain,Kenneth A	Security Officer	Campus Security CL	08/03/15
Alves,Franklin F	Sr Administrative Svcs Assist	Provost SE	06/22/15
Lipscomb-Craft,Kelly M	Sr Administrative Svcs Assist	Marketing & Strategic Comm DO	07/13/15
Moore,Emily B	Sr Administrative Svcs Assist	Student Sevices EPIctr	07/20/15
Blair,Whitney P L	Sr Administrative Svcs Assist	SSS TRIO Grant DO	06/29/15
Duncan,Deanna	Sr Administrative Svcs Assist	Provost AC	08/10/15
Marc,Optanie Numa	Sr Administrative Svcs Assist	Fine & Applied Arts SPG	07/06/15
Collins,Jody L	Sr Administrative Svcs Speclst	Resource Development DO	08/12/15
Napier,Amanda M	Sr Administrative Svcs Speclst	Provost SPG	08/24/15
Mojica,David	Sr Security Officer	Campus Security SPG	07/20/15
Charvat,Laura N	Student Activities	Administrative Svcs Specialist SPG	05/26/15
Wright,Nikishea A	Student Support Advisor	Special Programs DO	08/24/15
Thrasher,Christine	Technology Support Specialist	Associate Provost SPG	07/27/15

<b>TRANSFER/PROMOTION Budgeted Career Service</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>

Zazycki,Matthew R	Accounting Support Specialist	Business Sys & Student Account DO	07/06/15
Harker,Adrienne Marie	Admin Svcs Specialist	President Support DO	08/31/15
Depaz,Ezekiel	Administrative Svcs Specialist	Provost TS	08/31/15
Sullivan,Antoine T	Administrative Svcs Specialist	Provost TS	08/31/15
Rhaney,Tanyale M	Administrative Svcs Supervisor	Provost SPG	07/01/15
Walker,Calandra M	Career & Academic Advisor	Provost SPG	06/22/15
Bradley,Scott Allen	Facilities Specialist	Maintenance Services CL	07/06/15
Estrella,Maritza	Lead Custodian	Custodial Services CL	08/01/15
Crockett,Kaitlin A	Library Svcs Paraprofessional	Learning Resources SPG	08/03/15
Baker,Glenn O	Security Officer	Campus Security SPG	07/13/15
Shamsi,Jasmine	Sr Administrative Svcs Assist	Business Office/Regn CL	08/24/15
White,Rosie A	Sr Library Svcs Technician	Learning Resources SPG	06/29/15
Campbell,Wendell K	Sr Security Officer	Campus Security SPG	06/29/15
Ramos,Elian E	Student Support Specialist	Provost CL	07/20/15
Smith,Benjamin P	Technology Support Specialist	IT Network Help Desk DO	08/17/15

### Hire Budgeted Faculty

Name	Title	Department/Location	Effect. Date
Prifti,Bledar	(Acting) Faculty	Social Science SE	08/13/15-07/22/16
Smith,Martin	(Acting) Faculty	Health Information Mgmt HC	08/13/15-12/11/15
Uruena-Agnes,Adriana	(Acting) Faculty	Social Science DT	08/13/15-07/22/16
Armstead,Jenice R	Academic Chair, College of Business	Business Administration TS	07/01/15-07/31/16
Malave,Laura Helena	Academic Chair,Comp & Info Tec	Business Technologies SPG	07/01/15-07/31/16
Harper-Judd,Jill A	Academic Chair,Natural Science	Natural Science CL	8/1/2015-07/31/16
Middleton,Natavia	Academic Chair,Natural Science	Natural Science SPG	08/01/15-07/31/16
Jackson,Kimberly G	Academic Chair,Soc Sciences	Social Science DT	7/6/2015-07/31/16
Appleton,Anthony L	Faculty	Natural Science SPG	08/13/15-07/22/16
Bell,Brian D	Faculty	Engineering Technology CL	08/13/15-07/22/16
Coakley,Melissa M	Faculty	Ethics CL	08/13/15-07/22/16
Curtis,Jessica L	Faculty	College of Education TS	8/1/2015-07/31/16
Daniels,Amanda	Faculty	Nursing HC	08/13/15-07/22/16
Estlund,Amber L	Faculty	Letters SE	08/13/15-07/22/16
Hoeh Boyd,Emily	Faculty	College of Education TS	08/01/15-07/31/16
Magocay,Eugene	Faculty	Respiratory Care HC	08/13/15-07/22/16
Maola,Chad J	Faculty	College of Health Sciences HC	8/1/2015-07/31/16
McAllister,Melissa D	Faculty	College of Education CL	8/1/2015-07/31/16
Ong,Grace L	Faculty	Natural Science SE	08/13/15-07/22/16
Santos,Wanda I	Faculty	College of Education DT	8/1/2015-07/31/16

Van Scoyoc, Mary	Faculty	Nursing HC	08/13/15-07/22/16
VanDoren, Tina	Faculty	Nursing HC	08/13/15-07/22/16
Vuurens, Karen A	Faculty	College of Education SPG	08/13/15-07/22/16
Wilson, Ian J	Faculty	Letters SPG	08/13/15-07/22/16
Klinedinst, James A	Faculty	Mathematics SPG	08/13/15-07/22/16
Carter, Gail O	Faculty	Mathematics CL	08/13/15-07/22/16
Greer, Sheree L	Faculty	Letters SPG	08/13/15-07/22/16
Adamich-Scheblein, Julie A	Faculty	Business Administration TS	08/13/15-07/22/16

<b>TRANSFER/PROMOTION Budgeted Faculty</b>
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Name	Title	Department/Location	Effect. Date
Fratus, Earl T	(Acting) Acad Dir, Honors Prog (Acting) Academic Chair,	Honors College CL	08/01/15-07/31/16
Billiris, Mark N	Mathematics	Mathematics SE	08/01/15-07/31/16
Delgato, Margaret	Academic Chair Education UD	College of Education SPG	08/01/15-07/31/16
Maisch, Lara L	Faculty	College of Health Sciences HC	08/01/15-07/31/16

<b>HIRE Temporary/Supplemental</b>
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Name	Title	Department/Location	Effect. Date
Burger, Kristina	Adjunct Bach Prog.	Nursing HC	08/17/15
Capestany, Luis A	Adjunct Bach Prog.	Baccalaureate Programs/UPC HC	08/31/15
Ernewein, Charrita A	Adjunct Bach Prog.	Nursing HC	08/17/15
Gonzalez, Dawn R	Adjunct Bach Prog.	College of Education TS	08/17/15
Griffin-Keliher, Linda S	Adjunct Bach Prog.	Baccalaureate Programs/UPC CL	08/17/15
Isaacs, Gabriel D	Adjunct Bach Prog.	Baccalaureate Programs/UPC EPIctr	08/17/15
Jackson, Sandra A	Adjunct Bach Prog.	College of Education TS	08/17/15
Jasper, Brenda R	Adjunct Bach Prog.	Nursing HC	08/17/15
Leo, Anthony N	Adjunct Bach Prog.	Business Administration EPIctr	06/29/15
Lin, Robert S	Adjunct Bach Prog.	Provost HC	06/30/15
Moultrie, Manitia L	Adjunct Bach Prog.	Baccalaureate Programs/UPC EPIctr	08/17/15
Siegel, Cary	Adjunct Bach Prog.	Baccalaureate Programs/UPC EPIctr	08/17/15
Van Pelt, Kit E	Adjunct Bach Prog.	Baccalaureate Programs/UPC CL	08/17/15
Watkins, Margaret B	Adjunct Bach Prog.	Nursing HC	08/17/15
Weisman, Olivia	Adjunct Bach Prog.	Baccalaureate Programs/UPC CL	08/17/15
Wislotsky, Andrea Ann	Adjunct Bach Prog.	Nursing HC	08/17/15
Young, Laurel A	Adjunct Bach Prog.	College of Education TS	08/17/15
Barthel, Deanna M	Contributed Service	Dual Credit AC	08/17/15
Fuss, Lisa A	Contributed Service	Dual Credit AC	08/01/15

Martens,Thomas C	Contributed Service	Dual Credit AC	08/01/15
Nadeau,Benjamin J	Contributed Service	Dual Credit AC	08/01/15
Shaw,Amy C	Contributed Service	Dual Credit AC	08/01/15
Thompson,Eric W	Contributed Service	Dual Credit AC	08/17/15
Armstead,Jenice R	Faculty - supplemental	Business Administration TS	08/17/15
Daniels,Amanda R	Faculty - supplemental	Nursing HC	08/17/15
Farmer,Buddy Brisco	Faculty - supplemental	Mathematics SE	08/17/15
Gonzalez,Alexander H	Faculty - supplemental	Social Science SPG	08/17/15
Hallas,Kelly Marie	Faculty - supplemental	Human Services HC	08/17/15
Malave,Laura Helena	Faculty - supplemental	Business Technologies CL	08/17/15
Marks,Alice M	Faculty - supplemental	Letters CL	08/17/15
Mercadante Jr,Richard A	Faculty - supplemental	Letters SPG	08/17/15
Pelletier,Scott R	Faculty - supplemental	Dual Credit AC	08/17/15
Pipitone,Rosaria	Faculty - supplemental	Fine & Applied Arts SPG	08/17/15
Przyborowski,Marta F	Faculty - supplemental	Baccalaureate Programs/UPC EPIctr	08/17/15
Rivero,Douglas	Faculty - supplemental	Social Science CL	08/17/15
Todaro,John	Faculty - supplemental	Emergency Medical Services HC	08/03/15
Van Scoyoc,Mary C	Faculty - supplemental	Nursing HC	08/17/15
Williams,Tonya J	Faculty - supplemental	Business Administration SPG	08/17/15
Williams,Yvonne G	Faculty - supplemental	Mathematics SE	08/17/15
Gibbs,Deangelo			
Marquell	General Support	Financial Assistance MT	07/29/15
Shoffner,Eden Marie	General Support	Student Activities CL	08/17/15
Baxter,April D	Instructor, Temp HardToFill	Nursing HC	08/17/15
Berner,Candice Day	Instructor, Temp HardToFill	Nursing HC	08/17/15
Ehrhart II,John F	Instructor, Temp HardToFill	Nursing HC	08/17/15
Morris,Gregory M	Instructor, Temp HardToFill	Nursing HC	08/17/15
Park,Susan N	Instructor, Temp HardToFill	Dental Hygiene HC	08/17/15
Paro,Stephanie L	Instructor, Temp HardToFill	Nursing HC	08/17/15
Ross,Amy	Instructor, Temp HardToFill	Nursing HC	08/17/15
Tace,Erjona	Instructor, Temp HardToFill	Nursing HC	08/17/15
Abell,Anthony L	Instructor, Temporary Credit	Ethics SPG	08/17/15
Bellows,Naomie	Instructor, Temporary Credit	Respiratory Care HC	08/17/15
Brock,Kevia L	Instructor, Temporary Credit	Mathematics SE	08/17/15
Brooks,Keri	Instructor, Temporary Credit	Interpreter Training CL	08/17/15
Budden,Stacy L	Instructor, Temporary Credit	Speech Letters SE	08/17/15
Carr,Raymond	Instructor, Temporary Credit	Baccalaureate Programs/UPC CL	08/17/15
Champion,Kyle	Instructor, Temporary Credit	Natural Science CL	08/17/15
Chicas,Thelma G	Instructor, Temporary Credit	Dual Credit AC	08/17/15
Corcoran,Christopher J	Instructor, Temporary Credit	Dual Credit AC	08/17/15

Corneloup-Grant,Daniele S	Instructor, Temporary Credit	Foreign Language SE	08/17/15
Creegan,Hugh J	Instructor, Temporary Credit	Speech Letters SE	08/17/15
Cunningham,Summer R	Instructor, Temporary Credit	Letters SPG	08/17/15
Dimitrova,Sonia T	Instructor, Temporary Credit	Speech Letters CL	08/17/15
Draper,Sandra D	Instructor, Temporary Credit	Associate Provost TS	08/17/15
Edwards-Luckett,Angela	Instructor, Temporary Credit	Fine & Applied Arts TS	08/17/15
Elison,Bradley L	Instructor, Temporary Credit	Social Science CL	08/17/15
Fennell,Jarad H	Instructor, Temporary Credit	Letters TS	08/17/15
Frye,Meghan	Instructor, Temporary Credit	Associate Provost TS	08/17/15
Gascon,Eleanor G	Instructor, Temporary Credit	Distance Learning TV SE	08/17/15
Gloger,Kenneth R	Instructor, Temporary Credit	Social Science CL	08/17/15
Grzegorzewski,Mark G	Instructor, Temporary Credit	Social Science CL	08/17/15
Hall II,Joseph I	Instructor, Temporary Credit	Business Technologies CL	08/17/15
Hancock,Justin D	Instructor, Temporary Credit	Respiratory Care HC	08/17/15
Harter,Julia M	Instructor, Temporary Credit	Natural Science TS	06/22/15
Harter,Julia M	Instructor, Temporary Credit	Natural Science CL	08/17/15
Hauser,Laura A	Instructor, Temporary Credit	Mathematics SPG	08/17/15
Hitchcock,Jean L	Instructor, Temporary Credit	Letters TS	08/17/15
Hoare,Ana M	Instructor, Temporary Credit	Natural Science SE	08/17/15
Hoffman,Jessica	Instructor, Temporary Credit	Social Science CL	08/17/15
Hooker,Shari D	Instructor, Temporary Credit	Social Science DT	08/17/15
Howlette,Tameryn	Instructor, Temporary Credit	Dual Credit AC	08/01/15
Kantaras,Hellen V	Instructor, Temporary Credit	Foreign Language TS	08/17/15
Katsouris,Amy	Instructor, Temporary Credit	Fine & Applied Arts SE	08/17/15
Kicklighter,Janice L	Instructor, Temporary Credit	Human Services HC	08/17/15
King,Lillian M	Instructor, Temporary Credit	Ethics SPG	08/17/15
Kolomyjec,William J	Instructor, Temporary Credit	Fine & Applied Arts SE	08/17/15
Krause,James D	Instructor, Temporary Credit	Business Administration TS	06/29/15
Krause,James D	Instructor, Temporary Credit	Business Administration SPG	08/17/15
Krill,Alina	Instructor, Temporary Credit	Natural Science CL	08/17/15
Lamirand,Chelsea M	Instructor, Temporary Credit	Natural Science CL	08/17/15
Langford,Tanya S	Instructor, Temporary Credit	Fine & Applied Arts SPG	08/17/15
Lasher,Andrew	Instructor, Temporary Credit	Business Administration SE	08/17/15
Ma,Jun	Instructor, Temporary Credit	Business Technologies CL	08/17/15
Margarella,Erin E	Instructor, Temporary Credit	Letters TS	08/17/15
Marquez,David	Instructor, Temporary Credit	Business Technologies CL	08/17/15
Martens,Thomas C	Instructor, Temporary Credit	Letters CL	08/17/15
Mathews,Naomi L	Instructor, Temporary Credit	Speech Letters CL	08/17/15
McCreary,Katie E	Instructor, Temporary Credit	Letters TS	08/17/15

Mcdermott,Patricia M	Instructor, Temporary Credit	Social Science TS	08/17/15
McDonough,Casey D	Instructor, Temporary Credit	Fine & Applied Arts CL	08/17/15
Mckenna,Christopher M	Instructor, Temporary Credit	Dual Credit AC	08/17/15
Melendez,Elsa	Instructor, Temporary Credit	Speech Letters SE	08/17/15
Mercurio,Matthew J	Instructor, Temporary Credit	Natural Science SPG	08/17/15
Morris,Joseph E	Instructor, Temporary Credit	Engineering Technology CL	08/17/15
Morris,Thomas C	Instructor, Temporary Credit	Fine & Applied Arts SPG	08/17/15
Mullin,Dale L	Instructor, Temporary Credit	Mathematics CL	08/17/15
Newman,Roberta B	Instructor, Temporary Credit	Letters SE	08/17/15
Nicholas,Bryan S	Instructor, Temporary Credit	Natural Science SPG	08/17/15
Noto,Tina D	Instructor, Temporary Credit	Letters CL	08/17/15
Patton,Spyridon	Instructor, Temporary Credit	Social Science CL	08/17/15
Pearsall,Sarah E	Instructor, Temporary Credit	Letters CL	08/17/15
Phelps-Harrison,Mary	Instructor, Temporary Credit	Veterinary Technology HC	08/17/15
Pritt,Amy B	Instructor, Temporary Credit	Natural Science SPG	08/17/15
Purcell,Nathalia S	Instructor, Temporary Credit	Respiratory Care HC	08/17/15
Romigh,Melissa M	Instructor, Temporary Credit	Letters SPG	08/17/15
Roy,Tara	Instructor, Temporary Credit	Business Administration TS	07/13/15
Sarkisian,Narine	Instructor, Temporary Credit	Mathematics CL	08/17/15
Sciarrino,Ericka	Instructor, Temporary Credit	Letters CL	08/17/15
Sherdiwala,Monti J	Instructor, Temporary Credit	Mathematics CL	07/27/15
Sheriff,Alvin H I	Instructor, Temporary Credit	Business Technologies SPG	08/17/15
Snellenburg,Kirsten F	Instructor, Temporary Credit	Physical Therapist Asst HC	08/17/15
Stetsenko,Sergei	Instructor, Temporary Credit	Mathematics CL	08/17/15
Stevenson,Patricia Nolen	Instructor, Temporary Credit	Letters CL	08/17/15
Swords,Brett A	Instructor, Temporary Credit	Social Science CL	08/17/15
Taddeo,Marisa T	Instructor, Temporary Credit	Natural Science TS	08/17/15
Trutie,Angelique	Instructor, Temporary Credit	Mathematics SPG	08/17/15
Venturini,Maurizio	Instructor, Temporary Credit	Fine & Applied Arts SPG	08/17/15
Vick,Erin S	Instructor, Temporary Credit	Associate Provost TS	08/17/15
Villafane,Carlos R	Instructor, Temporary Credit	Engineering Technology CL	08/17/15
Visedo,Elizabeth	Instructor, Temporary Credit	Letters TS	08/18/15
Warner-Braun,Carole	Instructor, Temporary Credit	Respiratory Care HC	08/17/15
Wei,Youching	Instructor, Temporary Credit	Natural Science CL	08/14/15
Williams,Patricia A	Instructor, Temporary Credit	Human Services HC	08/17/15
Zoffer,Nancy Florence	Instructor, Temporary Credit	Respiratory Care HC	08/17/15
Detrinidad,Alyssa L	Librarian- Temporary	Learning Resources TS	08/15/15
Flora,Vicki Diane	Librarian- Temporary	Learning Resources HC	09/07/15
Holloman,Caroline Collazo	Librarian- Temporary	Learning Resources CL	06/29/15

Johnson,Karen M	Librarian- Temporary	Learning Resources TS	07/27/15
Kelly,Trudy A	Librarian- Temporary	Learning Resources HC	09/07/15
Staskus,Jane O	Librarian- Temporary	Learning Resources CL	07/27/15
Thompkins,Harriet	Librarian- Temporary	Learning Resources TS	09/07/15
Dupes,Jenny Ann	OPS Career Level 1	Learning Resources SPG	08/17/15
Fernandez,Carol	OPS Career Level 1	Natural Science SPG	08/21/15
Grooms,Athena	OPS Career Level 1	Learning Resources MT	08/10/15
O'keefe-Fontaine,Laura A	OPS Career Level 1	Academic & Student Affairs HC	08/31/15
Panzer,Kelli Ann	OPS Career Level 1	Academic & Student Affairs SPG	08/17/15
Price,Wanda J	OPS Career Level 1	Instructional Computing SE	06/19/15
Skinner,Brian	OPS Career Level 1	Learning Resources SPG	07/13/15
Walling,Sonya L	OPS Career Level 1	Learning Resources SPG	07/13/15
Yi,Brian S	OPS Career Level 1	Learning Resources SPG	07/13/15
Blunt,Taireasia	OPS Career Level 2	Facilities Plan & Inst Svcs SPG	06/23/15
Martinez,Belinda Genevieve	OPS Career Level 2	Student Activities SE	06/22/15
Timmons,Preston L	OPS Career Level 2	Facilities Plan & Inst Svcs SPG	07/20/15
Woodard,Vonchinna O	OPS Career Level 2	Facilities Plan & Inst Svcs SPG	06/22/15
Diaz,Anthony	OPS Career Level 3	Workplace & Professional Development DO	06/22/15
Schlereth,Natalie Nicole	OPS Career Level 3	Workplace & Professional Development DO	07/13/15
Crowley,Caitlin S	OPS Career Level 4	Associate Provost SPG Workplace & Professional Development DO	08/25/15
Keller,John A	OPS Career Level 4	Development DO	06/23/15
Bailey,Travis A	OPS Career Level 5	Learning Resources HE	06/22/15
Duprey,Wendy B	OPS Career Level 5	Learning Resources CL	06/29/15
Ellis,Mary Anne	OPS Career Level 5	Learning Resources CL	07/27/15
Haynes,Patricia Ann	OPS Career Level 5	Learning Resources EPIctr	07/27/15
Heatly,Cathy R	OPS Career Level 5	College Reach out Program SPG	06/22/15
Kelly,Maria A	OPS Career Level 5	Learning Resources SPC DT	06/22/15
Pecora,John Ballard	OPS Career Level 5	Learning Resources SPC DT	08/22/15
Peterson,Floyd W	OPS Career Level 5	Learning Resources CL	07/27/15
Peterson,Peggy E	OPS Career Level 5	Learning Resources MT	08/25/15
Walls,Melissa m	OPS Career Level 5	Learning Resources TS	08/17/15
Ward,Sean D	OPS Career Level 5	Learning Resources SPC DT	07/13/15
Fischer,Kristina M	OPS Professional	Academic & Student Affairs SPG	07/18/15
Henry-Matus,Julie M	OPS Professional	Resource Development DO	07/09/15
Miller,Jennelle L	OPS Professional	Veterinary Technology HC	07/04/15
Mullarkey,Amy L	OPS Professional	Academic & Student Affairs SPG	06/29/15
Nadeau,Marc R	OPS Professional	Natural Science CL	06/29/15
McGowan,Bailey Z	OPS Teaching Asst/Interpreter	Srvcs Spc Students/OSSD CL	08/26/15

Pimpinella, Tiffany R	OPS Teaching Asst/Interpreter	Srvcs Spc Students/OSSD CL	08/31/15
Bell, Brian D	Professional Trainer	Natural Science CL Workplace & Professional Development DO	06/23/15
Cunin, Joanna D'Angelo III, Salvatore A	Professional Trainer	Fire Science AC	08/17/15
Elder, Michael D	Professional Trainer	Fire Science AC	07/27/15
Gordon, Calvin L	Professional Trainer	Criminal Justice AC	07/06/15
Lamar, Monica T	Professional Trainer	Criminal Justice AC	07/06/15
Malpass, Rodney L	Professional Trainer	Fire Science AC	08/17/15
Osterland Jr, Robert H	Professional Trainer	Criminal Justice AC	07/18/15
Rosenwasser, Scott	Professional Trainer	Criminal Justice AC	06/22/15
Seiter, William	Professional Trainer	Baccalaureate Programs/UPC EPIctr	08/31/15

<b>TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES</b>			
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<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Slater, Roy	Faculty	Social Science CL	07/04/15-07/18/15

The purpose of this trip was to visit Port Elizabeth, South Africa to offer SPC students the educational opportunity to study abroad at the Nelson Mandela University (NMMU) in South Africa. The benefit to the College is to contribute to the international education of students by providing opportunities that encourage global awareness and perspectives.

Funded by the Social Science department. Estimated cost to the College is \$4,311.20.

Hartman, Kimberly	Dean, College of Education	College of Education TS	09/04/15-09/21/15
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The purpose of this trip is to travel to Sydney, Australia to attend the Community of Practice Initial Teacher Education Conference as a guest of the Gates Foundation. The benefit to the College is that the trip strengthens the relation with Pinellas County Schools and prepares the College of Education to gain knowledge of international teacher education practices that can be used with students in the SPC College of Education.

Funded by the Gates Foundation.

Nulty, Dorothy	Faculty	Nursing HC	09/07/15-09/12/15
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The purpose of this trip is to meet with the Deans of the following teaching institutions: Universidad el Bosque and St Petersburg College to develop learning cooperative experiences of our students as well as initiating a joint student exchange experience. The benefit to the College is that these cooperative learning experiences will meet the College's mission to contribute to the international education of students by providing opportunities that encourage global

49634

awareness and perspectives.

Funded by the Nursing department. Estimated cost to the College is \$1,957.36.

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Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology  
and the Strategic Issues  
Council Members bringing the actions forward,  
recommend approval.

Sw083115

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Employee Health Insurance Plan- Update and Recommendations

St. Petersburg College is committed to keeping costs as reasonable as possible for employees while maintaining overall plan stability. **Approval is sought for the 2016 Health Insurance Renewal Plan.**

Based on progress made in 2014 and projected throughout 2015, the recommendation for the 2016 plan year (January-December) is for no increase to employee costs. All recommendations are supported by the Insurance Committee. Meanwhile, all carriers whose contracts were to end in December 2015 have agreed to extend their contracts — without any rate increases — through December 2017.

**Recommendation Details**

- No change in:
  - employee premiums;
  - employee co-pays; or
  - employee deductibles.
- Continue:
  - prescription savings programs;
  - the \$100 Wellness Incentive for employees who complete Health Risk Assessment and biometric screening in 2015;
  - to offer to new employees only one option: the Aetna Open Access with High Deductible Health Plan [Health Savings Account (H.S.A.) model];
  - to seed HSA accounts of first-time enrollees (\$500 for employee, \$1,000 for family); and
  - to offer a 2:1 match (up to maximum of \$1,000) for first time enrollees who contribute to their HSA account.

**Claims trends**

This is the first report to the Board on the full 2014 benefit plan year. St. Petersburg College is benefitting from plan changes that have been phased each year since 2012.

- Total medical and pharmacy claims in 2014 increased by 5.1% during a year when the national trend was 6-11%, from \$14.0-million in 2013 to \$14.7-million in 2014.
- Although medical costs increased by only 0.9%, there was a significant increase in RX costs of 15.3% in 2014 - \$280,000 of RX cost attributed to Hep C and parasitic treatments.
- Employees continue to use more generic and less brand prescription medications.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; and Desiree Woroner, Director, Human Resources, recommend approval.

## VI – D.1b Health Insurance Att



# Employee Health Insurance



## Plan

*Presented to  
SPC Board of Trustees*

*September 15, 2015*

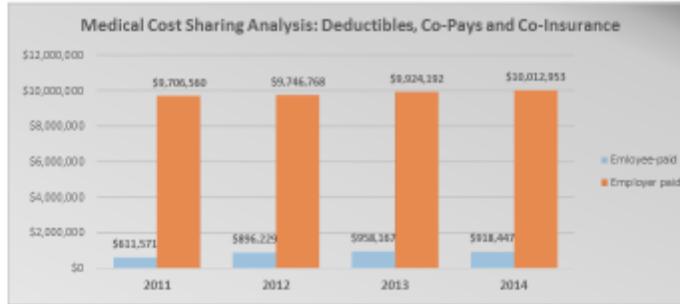


## Current Rolling Plan (7/2014 – 6/2015)

- Overall claim cost down 1.1%- from \$14.7m, now 14.5m
  - Medical cost down 6.4%- from \$10.4m, now 9.7m
  - Inpatient utilization down 5.2%; more ambulatory care
  - 4% decrease in claimants over \$50k
- Hypertension/Hyperlipidemia continue as two highest diseases
- Pharmacy claims increased by 12% (Hep C)
- Increase in generic medication usage
  - 74% last year, now 79%
  - Closer to Aetna's Book of Business, 81%

Sources: Aetna Integrated Informatics; Brown & Brown Insurance

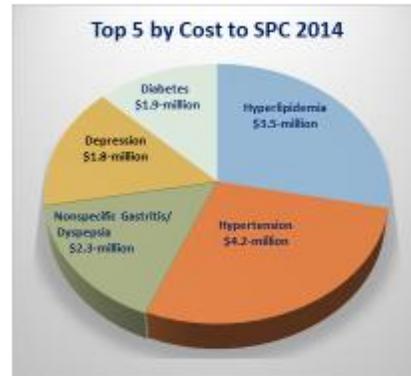
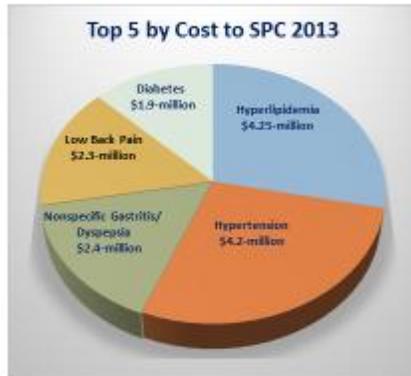
## Snapshot of Medical Trends: Calendar 2011 – 2014 college spend versus employee spend



Medical Cost Sharing	2011	2012	2013	2014
Employee-paid	\$611,571	\$896,229	\$958,167	\$918,447
Employer-paid	\$9.7 million	\$9.7 million	\$9.9 million	\$10.0 million

Source: Aetna Integrated Informatics

## Top Conditions – 2013/2014



Source: Aetna Integrated Informatics



## Recommendations

### Plan Year 2016

- No increase to Employee premiums, co-pays or deductibles
- No change in carriers, rates guaranteed through 2017
- By staying with Aetna, we receive an additional \$50,000 to Wellness Program (total of \$200,000)
- Healthy Insurance Reserve: \$8M (~7 month claim coverage)

### In looking ahead at cost controls, we will

- Explore Medicare Part D Insurance supplement for retirees
- Review formulary for pharmacy
- Consider self-funded subsidy for out-of-pocket catastrophic events

Employee Health Insurance



## QUESTIONS?

## Employee Health Insurance

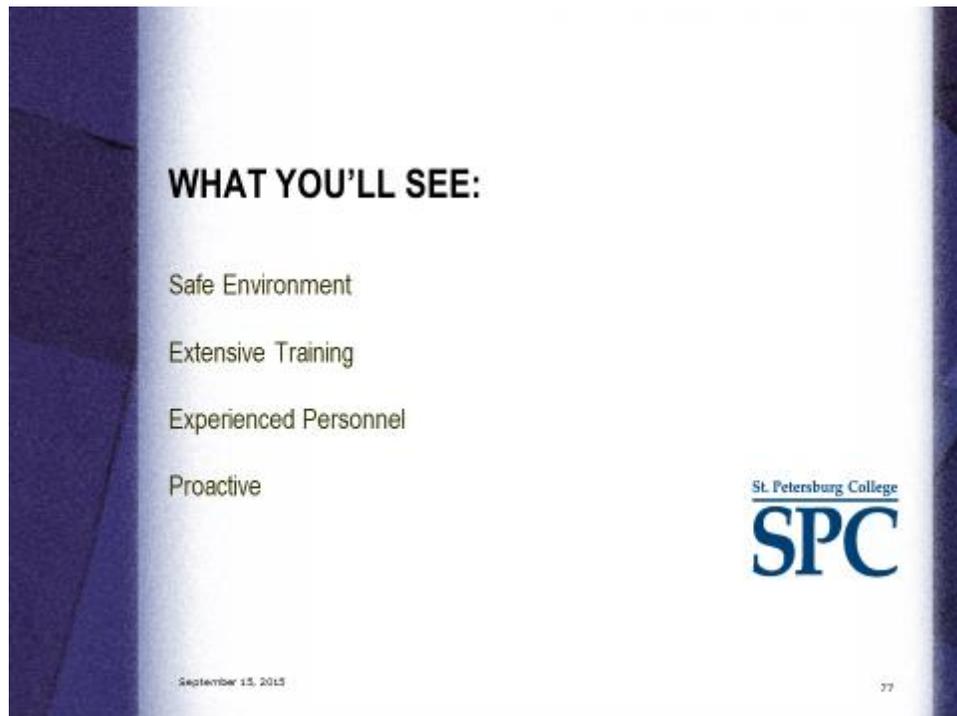
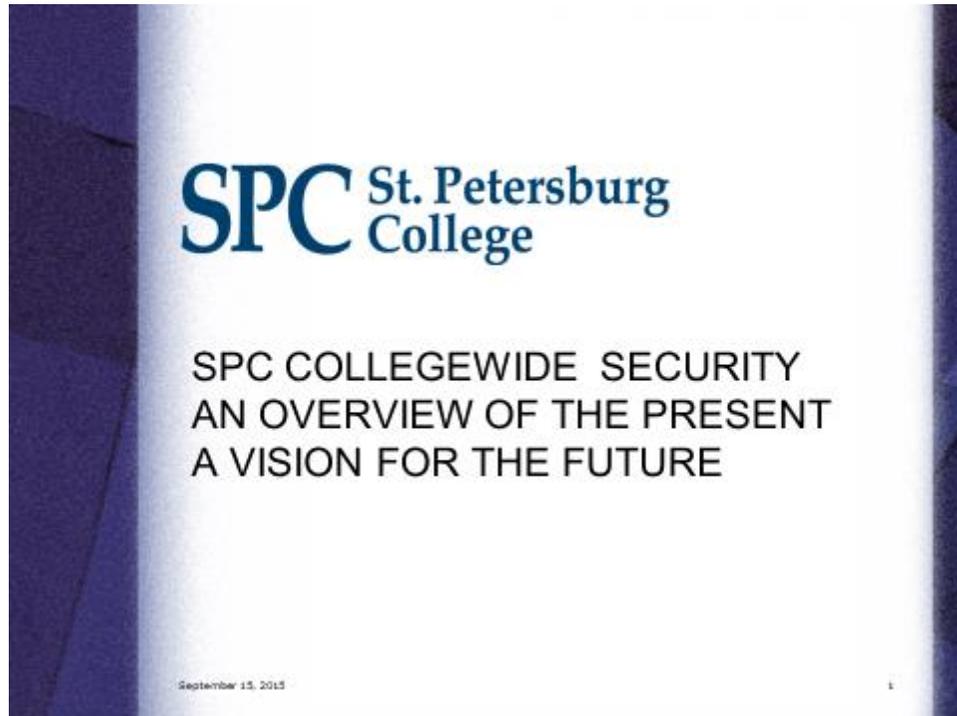


### Plan

*Presented to  
SPC Board of Trustees*

*September 15, 2015*

## VI – D.2 Campus Safety and Security



## St Petersburg College 2014 Clery Reportable Crime Statistics



	Murder	Agg. Assault	Robbery	Vehicle Theft	Burglary	Sex	Arson	Hate	Alcohol Ref	Drug Ref	Weapon Ref	Alcohol Arrest	Drug Arrest	Weapon Arrest	UA/VA
AC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CL	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
DT	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0
EPI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HEC	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
MT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SE	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
SP/IG	0	0	0	0	0	1	0	0	0	1	0	0	0	0	2
TS	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
VT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	2	1	1	0	1	0	1	1	0	0	1	2

September 15, 2015

2

## 40 hour Certification Program

### Yearly Certification

Consists of five – 8 hour modules

- Mission Support – Clery Act, Legal Updates, Duty Basics
- Campus Incidents and Critical Emergency Response
- Student Issues and Office Safety
- Professionalism, Perception and Communication
- Basic Life Safety



September 15, 2015

3

## Departmental Profile

746 years of Total Professional Experience

All Regional Supervisors – minimum of 10 years with college

Senior Officer/Shift Supervisor – average of 21 years experience

Officers – average of 18 years experience



## Future Developments

Need to get the message out. Blue and White articles, Departmental meetings, Site Q & A, Departmental Web Site

Future "Lunch and Learn" informational sessions on all sites

- Preliminary meetings with Provosts – listening posts
- Lunch with Professors and Student Government
- Meet with Workforce & Professional Development Staff, ongoing
- Police/SWAT exercises, ongoing

Continued Training:

- 2 officers recently completed the ALICE train-the-trainer course.  
ALICE is an acronym for Alert, Lockdown, Inform, Counter, Evacuate and is aimed at preparing individuals to handle the threat of an Armed Intruder or Active Shooter.
- Provide training at all sites

Basic & Advanced certification tracks



September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Clearwater Joint-Use Library

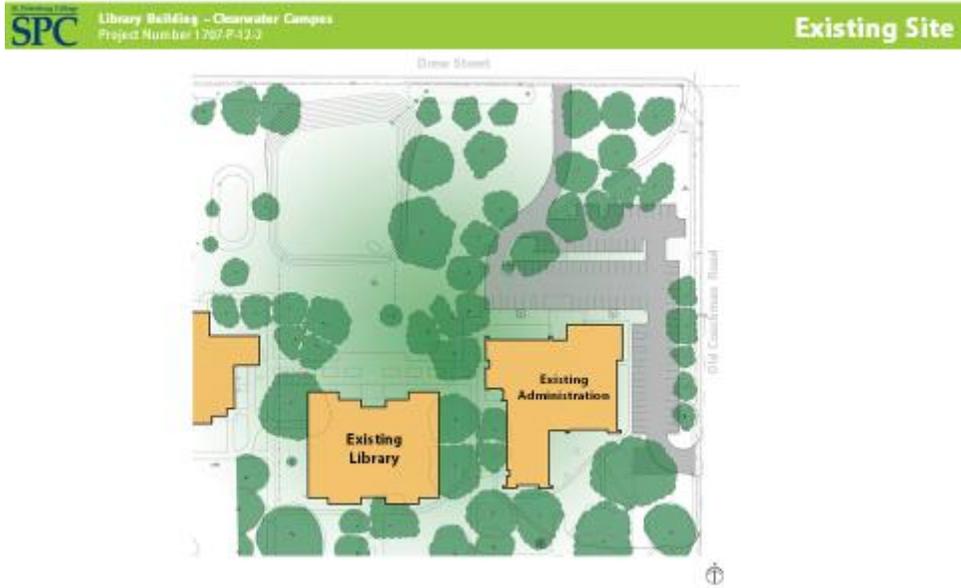
**Authorization is sought for approval of the Schematic Design and Construction and Operations Agreements for the Clearwater Joint-Use Library, and to authorize the President to make minor adjustment to the documents as we work with the Clearwater City Council to finalize the documents.**

Canerday, Belfsky & Arroyo, Architects and Creative Contractors were selected to design and build the Clearwater Joint-Use Library. Schematic Design documents are being presented for your review and approval, as well as the Construction and Operations Agreements between the College and the City of Clearwater.

The proposed two story building will be constructed immediately north of the existing library, with subsequent demolition of the existing library and administration buildings after they are vacated. The building will be approximately 42,000 square feet, with the first floor serving as the joint-use library space and the second floor comprised of various learning support services. The project budget is \$15 million, with the college's share of \$9.1 million and the city's share of \$5.9 million.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Stan Vittetoe, Provost of the Clearwater campus and Jim Waechter, Associate Vice President of Facilities Planning and Institutional Services, recommend approval.

## VI – D.3a Clearwater Joint Use Library (cont'd)



September 15, 2015



September 15, 2015



**SPC** Library Building - Clearwater Campus  
Project Number 1707-P-12-3 **Schematic Design - 42,000gsf**

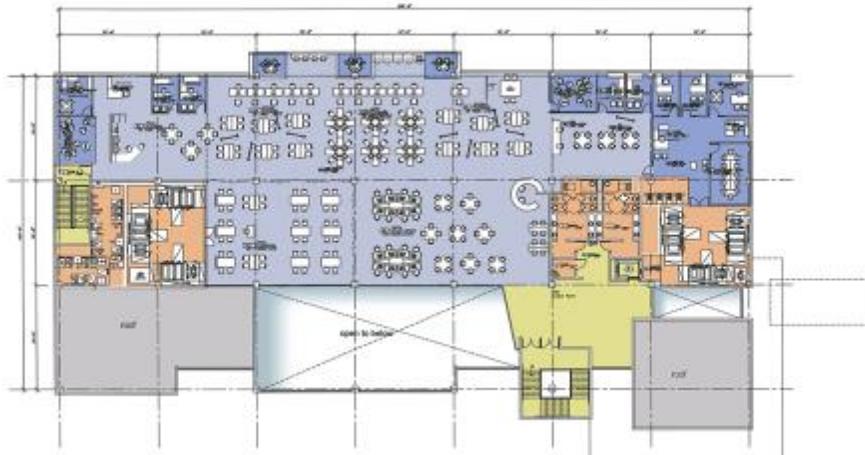


**First Floor**

September 15, 2015



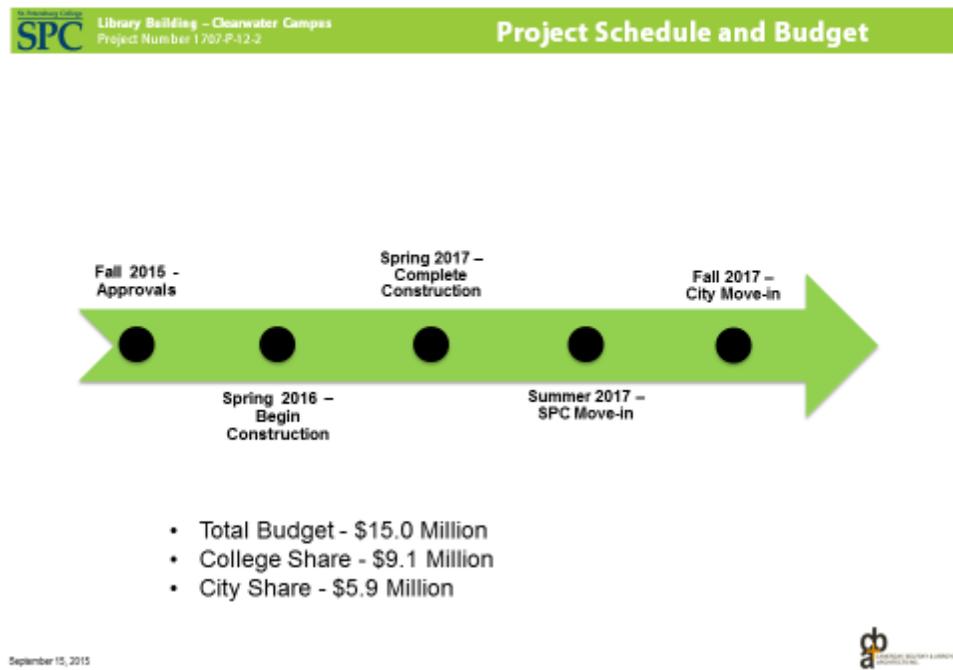
**SPC** Library Building - Clearwater Campus  
Project Number 1707-P-12-3 **Schematic Design - 42,000gsf**



**Second Floor**

September 15, 2015





49646

Date Filed with the Pinellas County Clerk's Office: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION  
AND DESIGN OF THE SHARED USE COMMUNITY LIBRARY  
LOCATED ON THE ST. PETERSBURG COLLEGE CAMPUS AT 2465  
DREW STREET, CLEARWATER, FLORIDA

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Between

CITY OF CLEARWATER, for and on behalf of the Clearwater Public  
Library System

and

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES, for and on  
behalf of St. Petersburg College – Clearwater Campus

Intergovernmental Construction and Design Agreement  
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## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is originally made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Clearwater, Florida ("City or Party"), a municipal corporation, and the Board of Trustees of St. Petersburg College ("College or Party"), a political subdivision of the State of Florida, (collectively, "Parties").

### **WITNESSETH:**

**WHEREAS**, the City and College desire that library facilities ("Library") shall be jointly planned, designed, and constructed on the College's Clearwater Campus at 2465 Drew Street, Clearwater, FL, 33765, to provide library programs, services, materials and resources to benefit the citizens of the City and the students, staff and faculty of the College; and

**WHEREAS**, the Parties are authorized to enter into intergovernmental agreements, pursuant to section 163.01, Florida Statutes, to provide any function, service, or facility; and

**WHEREAS**, the City and College desire to enter into this Agreement in order to set forth their respective rights and obligations concerning the design, construction, maintenance, operation, management and use of the Library; and

**WHEREAS**, the land upon which the Library will be built is owned by the College; and

**WHEREAS**, the Library building will be owned by the College; and

**WHEREAS**, the College is required to provide library services and resources as part of its accreditation as an institution of higher education under the standards of the Southern Association of Colleges and Schools Commission on Colleges; and

**WHEREAS**, the College anticipates that the Library will serve that purpose; and

**WHEREAS**, the City desires to provide library service to citizens in the service area of the Library and all other citizens of the City; and

**WHEREAS**, the City anticipates that the Library will serve that purpose.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and College agree as follows:

#### **Article 1. Definitions.**

- A. "City Council" means the City Council of the City of Clearwater.
- B. "City Library Director" means the Director of the City's library system, or his or her

authorized designee.

- C. "Director of Learning Resources" means the Director of Learning Resources at College libraries, or his or her authorized designee.
- D. "City-dedicated Space" means space generally reserved for the City's exclusive use.
- E. "City Librarian" means the librarian who oversees the City-designated Space and Shared Space of the Library and delivery of services to community users. The City Librarian shall be a member of the City and Shared Operations Staff.
- F. "City and Shared Operations Staff" means a qualified and experienced library staff that will be assigned to work both City-designated and shared operations areas of the Library.
- G. "College-dedicated Space" means space generally reserved for the College's exclusive use.
- H. "College Use Staff" means a qualified and experienced library staff that will be assigned to work in the College-designated and shared operation areas of the Library and participate primarily in the delivery of programs and services to College users.
- I. "Days" or "days" means calendar days, exclusive of City and/or College holidays.
- J. "Educational Specifications" or "Ed. Specs." means a document developed by the Educational Specifications Team and approved by the City and College that sets forth the programmatic requirements of the City and College related to the design and construction of the Library, including furnishings, fixtures, and equipment.
- K. "Educational Specifications Team" or "Ed. Specs. Team" means the group of representatives designated by the City and College, under the direction of the College and in conjunction with the City, that shall meet to develop, review and approve the programming and design of the Library.
- L. "Effective Date" means the date this Agreement is executed by the last Party to this agreement. This Agreement is contingent upon the approval of the governing board or entity of each Party.
- M. "Laws" means all applicable present and future (i) federal, state, and local laws, statutes, ordinances, rules, regulations, and codes and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) regulations and orders of quasi-official entities or bodies (e.g., boards, bureaus and public utilities), as the same may be amended or supplemented from time to time. "Laws" shall include, without limitation, the bonding requirements of Section 255.05, Florida Statutes, the public records requirements of Chapter 119, Florida Statutes, the Americans with Disabilities Act, and employment laws.

- N. "Library" means the library facilities, including the building, landscaping, relevant furniture, fixtures, equipment and related parking to be designed and constructed pursuant to this Agreement, as further described in the recitals set forth above.
- O. "President" means the president of the College, or his or her authorized designee.
- P. "Shared Space" means all space not designated College-dedicated space or City-dedicated space. Shared Space includes "program space" which generally means library/study space, nonvocational laboratory space, audio visual space, auditorium/exhibition space, student services space, office space, and support services space. Shared Space also includes "common areas" which generally means space for electrical, mechanical and HVAC equipment, general circulation include stairs and elevators, student sanitation, staff and public sanitation, custodial, interior and exterior walls, open malls and under roof overhangs.

## **Article 2. Ownership and Use.**

A. Ownership. The land upon which the Library will be built and, upon completion of construction of the Library, the building, the capital improvements, and fixtures related to the Library shall be owned by the College.

B. Operating Agreement. The Parties shall negotiate and sign a separate agreement specifying each party's rights and obligations concerning the use and operation of the Library ("Operating Agreement"). The signing of the Operating Agreement is a condition precedent for the City to provide the College the funding specified in this Agreement for the design and construction of the Library. The Operating Agreement will address the following, but is not limited to: library governance and management; staffing; hours of Library operation; circulation services; computer access; security; Library patron identification systems; city-specific parking; operating expenses; shared and separate Library uses; and a mission statement for the Library. The Parties will enter into an Operating Agreement for a minimum of thirty (30) years, with two optional ten-year (10) extensions.

C. Limitation of Use. The Parties agree that the Library and the land it will occupy shall be used solely as a joint academic and community library serving the campus of the College and the City's community for a minimum of thirty (30) years, with two optional ten-year (10) extensions. Neither party shall allow any use of the Library for any purpose or action that compromises the aforementioned Operating Agreement. This promise shall be enforceable by injunctive, declaratory, or other relief. If this Intergovernmental Agreement is terminated, the City is entitled to a full refund of any design and construction costs paid to the College up to the date of termination.

D. Amortization of City's Investment. If the College breaches the promise to utilize the Library and land as a joint academic and community library, or the Operating Agreement is terminated by the College without cause, or by the City for-cause, the College agrees to pay the

City an amount equal to the unamortized design and construction funds provided to the College by the City, calculated as detailed in Exhibit A, on the date of the breach, such unamortized design and construction costs to be determined by amortizing on a straight line basis over a thirty (30) year period commencing on the Operating Agreement commencement date. If the Operating Agreement is terminated during the span of an agreement year, then the amount of the City's refund will be prorated for that particular agreement year. If the City terminates the Operating Agreement without cause, the College may keep all funds paid toward the design and construction of the Library, without any reimbursement to the City.

**Article 3. Name of Library.**

A. Library Name. The College and the City shall, in good faith, mutually agree on the name of the Library. Any name of the Library shall be subject to the approval and guidelines of the City Council and the College's Board of Trustees. The College's Rule on Naming of College Facilities, located in the Board of Trustees Rules and College Procedures (<http://www.spcollege.edu/central/botrules/#>) and as amended during the span of this Intergovernmental Agreement and/or the Operating Agreement, is incorporated herein by reference.

B. Names of Allocated Space. The College and the City shall each retain the right to name spaces within the College-designated Space and the City-designated Space, respectively, subject to the reasonable approval of the other Party.

C. Names of Shared Space. Either Party shall have the right to propose to the other Party names for any Shared Space within the Library. Such proposed names shall be submitted by the Party proposing such name to the other Party, and the Parties, each using their respective guidelines and procedures, shall decide whether or not to approve of such names. In the event the Parties do not agree as to any such proposed name, such Shared Space shall not be named.

**Article 4. Location, Design, and Construction.**

A. Location. The Library will be located at a site within the SPC–Clearwater campus at 2465 Drew Street, Clearwater, Florida, and it shall be easily visible and accessible from Drew Street. The site plan, specifically describing the location, is attached hereto as Exhibit B. The City's anticipated square footage will include \_\_\_\_\_(\_\_\_\_\_) square feet comprised of \_\_\_\_\_ square feet of City-designated Space and the City's proportionate share of the Shared Space (\_\_\_\_ percent) within the Library building, which will total, at maximum, forty-five thousand (45,000) square feet. The Library will include utility and technology infrastructure; curbs; sidewalks; landscaping; and other site improvements. At minimum, eighty (80) City-exclusive parking spaces will be located near the immediate vicinity of the Library building, and such City-exclusive parking shall meet the City's and College's requirements.

B. The Ed. Specs. Team shall meet not less than once per month during the design phase of the Library project. The Ed. Specs. Team shall cease meeting at the conclusion of design

development.

C. College's Obligations. The College:

1. Shall complete the Library project in accordance with applicable Laws, including but not limited to the Americans with Disabilities Act ("ADA"), State Requirements for Educational Facilities ("SREF") and the Florida Building Code. All building requirements, permits and inspections shall be under the jurisdiction of the College and not subject to City building permitting or inspection ordinances. The College will submit to the City's site plan review process for the Library project.

2. Has selected Canerday, Belfsky and Arroyo Architects, Inc., as the architect ("Architect") and Creative Contractors, Inc., as the Construction Manager At-Risk ("Construction Manager") for the Library project.

3. Shall be solely responsible for developing and constructing the Library and other associated site improvements associated with the construction of the Library in accordance with the plans and specifications prepared by the Architect and after approval by the City. Both the College and the City will collaborate in the contractor selection and all project design decisions.

4. Shall procure goods and services for the Library in compliance with law of the state of Florida.

5. Shall, on behalf of itself and the City, pay any and all fees and charges associated with the construction of the Library project.

6. Shall provide the City with a copy of all payment invoices, requests, or applications at the time as submitted to the College at the address provided in this Agreement.

7. Shall serve as fiscal agent for the design and construction of the Library and management of the Project Construction Budget, as defined in this Agreement.

8. Shall serve as the designated project manager through the planning, design, and construction phases of the Library.

9. Pursuant to the City's public art policy, the College shall incorporate public art into the Library Project. The City shall contribute \$53,620.47 toward the cost of such public art.

E. City's Obligation. The City, subject to the College's performance under this Agreement, shall make payments to the College in the manner detailed by this Agreement.

F. The College and the City's Joint Obligations. The Parties:

1. The Parties shall participate in the selection of the Construction Manager through the competitive selection process set forth in Section 287.055, Florida Statutes, and administered by the College. The City's participants in the selection process shall be designated by the City and may be members of the Ed. Specs. Team. The College shall not replace the Architect or Construction Manager selected by the Parties without the City's prior written consent.

2. The College and the City, through the Ed. Specs. Team, shall develop the Ed. Specs. The Ed. Specs. shall be used by the architect in the development of the design documents. Those documents shall be provided to the City, and the City shall have thirty (30) days from the date of receipt of such documents to review and comment on the documents and return such documents to the College, as the City could require approval from its City Council. The College shall not commence construction of the Library until the City has notified the College, in writing, of the City's approval of the fully developed construction documents ("100% Construction Documents"), which approval shall not be unreasonably withheld. Failure of the City to respond to the College within the above-referenced thirty (30) day timeframe shall constitute approval by the City for the College to proceed with construction of the Library in accordance with the 100% Construction Documents provided to the City. The College shall not modify the 100% Construction Documents without the City's prior written approval, which approval shall be subject to the above-referenced thirty (30) day time frame.

3. The Parties shall conduct one or more design charettes to seek community input on the design of the City-designated areas in the Library.

## **Article 5. Funding.**

A. Library Construction Budget. The Library construction budget ("Library Construction Budget") shall consist of the projected design and construction costs, including site development and all furnishings, fixtures, and equipment costs for the Library that the College and the City will share.

B. Site Development Costs. It is understood and agreed by the Parties that the site development costs included in the Library Construction Budget are those necessary and directly related to the construction of the Library, or that are required to connect the Library site with infrastructure, such as existing utilities and roads.

C. Exceeding the Library Construction Budget. In the event that the guaranteed maximum price for the construction of the Library exceeds the dollar amounts provided for in the Library Construction Budget, the Parties shall confer, consult, and unanimously agree on the appropriate action to take, including but not limited to, approval of modifications to the Architect's plans and specifications to reduce the cost of construction. The College understands that the City is under no obligation to provide more than its contribution to this project, as detailed in this Agreement, to cover cost overruns.

D. The College acknowledges that the City's Contribution will be funded by proceeds generated from the local government infrastructure surtax, that such proceeds are the City's sole

source of funding for the City's Contribution, and that the City's Contribution shall be expended by the College in accordance with Section 212.055, Florida Statutes, other applicable Laws and current and future restrictions on the use of proceeds generated from the local government infrastructure surtax.

E. Library Costs and Payment Schedule.

1. The College shall establish and maintain a separate project account for the design and construction of the Library.

2. The Parties acknowledge that the Library Construction Budget is an estimate of the cost to build the Library and their actual financial responsibility includes all of the costs actually incurred in designing and constructing the Library ("Actual Project Costs"). Notwithstanding this, the Parties must unanimously agree to any Library costs in excess of the Library Construction Budget, or agree to joint or individual reductions in project scope to meet available funding from each Party.

3. The College shall pay all Actual Project Costs to contractors, design consultants, consultants, vendors, or suppliers, so long as they do not exceed the Library Construction Budget. Except for the City's Contribution, the College shall be responsible for providing the necessary funding for the design and construction of the Library pursuant to this Agreement.

4. The City shall contribute \_\_\_\_\_ dollars (\$\_\_\_\_\_) toward the Actual Project Costs ("City's Contribution").

5. The construction schedule shall be provided by the College and shall reflect dates for each significant phase of the Library project ("Milestone Dates"). The following Milestone Dates have been established by both the College and the City: (i) programming and design phase shall begin by the end of \_\_\_\_\_; (ii) final design approval shall occur by \_\_\_\_\_; (iii) construction of the Library shall commence by \_\_\_\_\_; and (iv) construction shall be completed and the Library opened to the public by \_\_\_\_\_ ("Opening Date"). The College shall notify the City of any modifications to the Milestone Dates. Each Milestone Date may be modified, subject to the College's notification of the City, up to sixty (60) days. However, the College shall not modify an individual Milestone Date by sixty-one (61) days or more without the prior written approval of the City, which approval shall not be unreasonably withheld. Notifications and requests for approval shall be made in accordance with this Agreement.

6. Payment Schedule – Design Costs. Upon final design approval, the City shall make available to the College its portion of the design costs, but in no event shall contribute more than the aggregate amount of \$\_\_\_\_\_ or \$30 per square foot, whichever amount is less, for design costs. The City's funding contribution to the design costs is based upon an anticipated proportionate square footage of the City-dedicated Space and the City's proportionate share of the Shared Space totaling \_\_\_\_\_ square feet within the real improvements comprising the Library. Of the Shared Space, the City shall not pay the cost for more than \_\_\_\_\_ square feet of such Shared Space.

7. Payment Schedule – Construction Costs. Upon commencement of

construction of the Library, the City shall make available to the College \_\_\_\_\_ (\$ \_\_\_\_\_), which constitutes 100% of the City's Contribution and then at Substantial Completion the City shall make available to the College \_\_\_\_\_ (\$ \_\_\_\_\_), which constitutes the City's share of furniture, fixtures and equipment. In no event, however, shall the City contribute more than the aggregate amount of \$ \_\_\_\_\_, which includes the cost of \$389,442.40 for eighty (80) city-exclusive parking spaces; \$53,620.47 for public art; \$ \_\_\_\_\_ or \$300 per square foot for City-dedicated Space and the City's proportionate share of the Shared Space, whichever amount is less; and \$ \_\_\_\_\_ or \$30 per square foot for the City's share of furniture, fixtures and equipment, whichever is less, for construction of the Library. The parking constructed at the Library will be built to industry standards and consistent with the type of parking that is typically constructed at other college/university libraries.

8. Procedure for Payment of Project Costs. The Parties agree that the College shall provide copies of invoices or other requests for payment from the Architect and/or the Construction Manager to the City at the following address:

City of Clearwater Engineering  
P.O. Box 4748  
Clearwater, FL 33758-4748

The City's Assistant Director of Engineering may also participate in the review of invoices or other requests for payment from the Architect and/or the Construction Manager. The City shall direct the funds detailed in the above payment schedules in paragraphs 6 and 7 above to St. Petersburg College, Facilities Planning & Institutional Services, Attention: Associate Vice President of Facilities Planning & Institutional Services, P.O. Box 13489, St. Petersburg, Florida 33733, on the dates herein stated.

9. Disposition of Project Claims. If the Architect and/or Construction Manager assert a claim under their contracts, the College shall be responsible for investigating and disposing of those claims, as specified in its contract terms, procurement procedures, and as state statutes dictate. To the extent that those claims may affect the Library Construction Budget or Actual Project Costs significantly, the College's Project Manager shall confer with the City regarding the disposition of the claim.

#### **Article 6. Term.**

The term of this Agreement shall commence upon the Effective Date and expire when the construction of the Library described in Article 4 is complete, all claims, payments and other external costs of construction and design have been paid or satisfied, and the City has provided the College all of the City's Contribution, pursuant to Article 5 of this Agreement.

#### **Article 7. Furnishings, Fixtures, and Equipment.**

A. The College shall provide and supervise the interior design, manufacturers, and vendors as necessary for the design, planning, purchase (or lease) and installation of furnishings, fixtures, and equipment for the Library. The College and the City understand that the cost of furnishings, fixtures, and equipment is included in the City's contribution for Construction Costs

toward the Library, as set forth in Article 4 above.

B. Unless otherwise mutually agreed upon by the Parties, the College shall be responsible for purchasing or leasing all furnishings, fixtures and equipment for the Library, as set forth in an equipment list mutually agreed upon by the Parties ("Equipment List"—Exhibit C). The College and the City understand that the cost of technology is not included in the City's contribution for Construction Costs toward the Library. The City shall pay for its technology at the City's sole cost and expense independent of any amounts referenced under this Agreement.

C. All furnishings, fixtures and equipment purchased or leased by the College shall be owned by the College. All furnishings, fixtures and equipment supplied by the City shall remain the property of the City.

D. The College shall provide sufficient furnishings, fixtures and equipment in the Shared Space of the Library, as set forth in the Exhibit C. Nothing herein obligates nor prohibits the City, of its own accord, from making further contributions of furnishings, fixtures and equipment to the Library, as approved by the College.

**Article 8. City-Dedicated Library Capital Contribution; Shared Library Capital Contribution; Routine Maintenance and Cost-sharing**

A. The College shall maintain, repair and keep in good working order and condition the Library building and land, capital improvements, furnishings, fixtures (e.g., lighting, plumbing, and heating and air conditioning equipment) and equipment, and parking lots designated for the Library.

B. The City will contribute toward the following City-dedicated Space and its proportionate share (\_\_\_%) of the Shared Space within the Library:

1. An area of no less than \_\_\_\_ square feet for a story/meeting room for the City's dedicated use;
2. An area of no less than \_\_\_\_\_ square feet for youth services space for the City's dedicated use;
3. An area of no less than \_\_\_\_\_ square feet for staff offices for the City's dedicated use;
4. An area of no less than \_\_\_\_\_ square feet for an adult collections/seating area for the City's dedicated use; and
5. An additional \_\_\_% of the square footage detailed in subparagraphs 1 through 4 above will account for the cost of the Common Area (i.e. stairs, elevators, bathrooms, hallways, entryways, etc.) utilized by the Parties at the Library.

C. The City will contribute toward the following shared areas between the City and College within the Library. The square footages shown below are required by the City to satisfy its

programming needs. The City proposes to pay the following amounts which shall represent 100% of construction costs for its required space:

1. A Circulation Work Room, of which \_\_\_% of the total square footage of the room shall be dedicated to the City to meet its needs;
2. A Public Circulation/Reserves Area, of which \_\_\_% of the total square footage of the area shall be dedicated to the City to meet its needs;
3. A Staff Room, of which \_\_\_% of the total square footage of the room shall be dedicated to the City to meet its needs;
4. A large meeting room, which the City anticipates to use approximately 35% of the time; and
5. A shared computer area, which \_\_\_% of the total square footage of the area shall be dedicated to the City's use to house sixteen (16) computer units. The remaining square footage of the shared computer area shall be dedicated to the College's use to house sixteen (16) computer units. All computers within this shared computer area shall be available for both student and public use.

D. The College will provide for all utilities and capital maintenance. It is understood by the Parties that the City shall be responsible for providing its share of funding necessary to fulfill operating expenses at the Library as provided in Article 5 of the Operating Agreement.

**Article 9. Future Issues.** The City and College shall work cooperatively to implement any future expansion of the Library that the Parties mutually agree is appropriate and necessary to meet the needs of College and community users.

**Article 10. Appropriation.**

A. The College is largely dependent upon annual appropriations from the State Legislature and, therefore, the College's financial obligations under this Agreement are contingent upon an adequate annual appropriation from the State Legislature. The reduction or elimination of services by the College due to insufficient annual legislative appropriations shall not be a default hereunder. The City may terminate this Agreement upon thirty (30) days prior written notice in the event that the College's inadequate funding adversely affects the community use areas of the Library or services provided to community users.

B. The obligations of the City as to any funding required pursuant to this Agreement (other than the City's Contribution which shall be funded only as provided in Article 5 of this Agreement) shall be limited to an obligation to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

C. Neither party shall be required to pay for or perform the duties or responsibilities of the other in the event of the other's inadequate funding. In the event of the College's failure to perform its duties and responsibilities under this Agreement due to inadequate funding, the City shall be

refunded the full amount of funds contributed to the Library within thirty (30) days of the College's notice to the City of its inability to perform. In the event of the City's failure to perform its duties and responsibilities under this Agreement due to inadequate funding, the College may, at its sole option, retain any City-contributed funds toward the design and construction of the Library, without reimbursement to the City, and apply such toward completing the Library.

#### **Article 11. Indemnification.**

A. Each Party hereto shall indemnify and hold harmless and defend the other Party, their trustees, officers, agents, elected officials, or employees, from any and all liability, damages, cost, or expense any indemnified Party shall become obligated to pay by reason of any claim, lawsuit, or judgment on account of injury to property or injury received or death suffered to persons, which is caused by the act or omission of any duty that the indemnifying Party or their trustees, officers, agents, elected officials, or employees under this Agreement. This indemnification clause shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any indemnified matters are resolved or barred by the applicable statute of limitation.

B. All of the indemnification obligations of the College and City shall be limited to the extent permitted by law. Nothing in this Agreement shall alter the waiver of sovereign immunity or extend the College's or City's liability beyond the limits established in Section 768.28, Florida Statutes.

C. Nothing herein shall be construed as consent by the City or College to be sued by third parties in any matter arising out of this Agreement.

#### **Article 12. Insurance.**

A. It is understood that the City and the College shall, at each Party's own cost and expense, acquire and maintain (and cause any contractors, representatives, or agents to acquire and maintain) during the term of this Agreement, sufficient insurance, self-insurance, or a combination of self-insurance and excess insurance, to adequately protect the respective interests of the parties. Specifically both Parties shall carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

1. **Commercial General Liability Insurance** coverage in the minimum amount of \$200,000 (two hundred thousand dollars) per occurrence and \$300,000 (three hundred thousand dollars) general aggregate. Coverage should include but not be limited to, premises operations, products/completed operations, products liability, independent contractors, personal injury and advertising injury.

2. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$200,000 (two hundred thousand dollars) combined single limit.

3. Unless waived by the State of Florida, statutory **Workers' Compensation**

**Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, Public Entities, sub Public Entities, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies, and are subject to applicable changes, including changes in limits, by the Florida Legislature to the rules and provisions governing such coverage and to §768.28, Florida Statutes.

- B. In addition to coverage required in Article 12, Section A, after the Certificate of Occupancy has been issued, the College shall acquire and maintain **Property Insurance** on the Library to repair, rebuild, or replace the Library to its original, new condition. In particular, the College shall acquire and maintain an "all-risk" type of insurance, including coverage for flood and other catastrophes. The policy shall cover the Library, appurtenant structures and outbuildings, improvements and alterations, fixtures, furnishings, equipment, and College-owned contents. The City shall acquire and maintain such Property Insurance or self-insure to cover 100% of the full replacement value of City-owned contents within the Library.
- C. The College shall purchase and maintain, or cause the Construction Manager to purchase and maintain, Builder's Risk insurance, property insurance written on an "all risk" policy form including coverage as detailed in section 12.B. in an amount equal to 100% of the estimated completed value of the project plus any subsequent modifications to that sum, and shall include property in transit and property stored on or off premises that shall become part of the project. Such Builder's Risk insurance shall be maintained until the final payment has been made and the Certificate of Occupancy is received. In the event of damage to or destruction of the Library during construction caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and/or fixtures and personal property of the Party whose insurance is providing the proceeds. The College shall begin such reconstruction, repair, or replacement promptly after such damage or destruction occurs and shall continue and properly complete such reconstruction, repair, or replacement so that same shall be completed expeditiously; the Library shall be free and clear of all claims and liens.
- D. If the insurance proceeds are insufficient to complete reconstruction or repair of the Library during construction, the Parties agree to meet and confer with each other to determine funding of amount needed to complete the reconstruction or repair. The College understands that the City is not obligated to fund more than the City's contribution.
- E. **Other Insurance Provisions.**

1. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, each Party shall furnish the other Party with either a Letter of Self-Insurance (SIGNED by the Risk Manager) and/or Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements where required) evidencing all of the coverage set forth above.

2. Both Parties shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

3. Each Party shall be responsible for their own self-insured retention or deductibles associated with any purchased program.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability, and failure to request evidence of this insurance shall not be construed as a waiver of the City's or College's obligation to provide the insurance coverage specified.**

**Article 13. Dispute Resolution.** Except as otherwise provided in this Agreement, if any dispute or controversy arises amongst the Parties regarding the interpretation or enforcement of this Agreement or because of an alleged controversy, breach, or default in connection with any provision of this Agreement, the Parties will first attempt to resolve such differences via nonbinding mediation, if they are unable to resolve such difference in good faith on their own. If mediation does not resolve the dispute, the other Party may exercise all legal and equitable remedies available to it.

**Article 14. Fiscal Nonfunding.** In the event that sufficient budgeted funds are not appropriated by the State of Florida to allow the College to design and construct the Library as contemplated herein, the College shall notify the City of such occurrence, the College shall not have any further obligations to construct the Library and this Agreement shall terminate. The City and the College shall have no further obligation or liability to each other under this Agreement, other than the College returning the City's Contribution, together with interest, income or revenue generated therefrom, to the City within thirty (30) days of the College's termination pursuant to this Article.

**Article 15. Default, Breach, Termination and Enforcement of Agreement.**

A. If any Party fails to cure a material breach of this Agreement within sixty (60) days following receipt of written notice from the other Party, that Party shall be considered in default. The Parties shall engage in non-binding mediation to resolve the matter. If mediation does not resolve the dispute within ninety (90) days following receipt of the written notice required in this section, the other Party may exercise all legal and equitable remedies available to it.

B. During the period when a Party is in breach of this Agreement, all rights and privileges of such Party shall be suspended.

C. Notice of any termination shall be given in accordance with Article 22 of this Agreement.

D. Should the College terminate this Agreement, the College shall not retain any furniture, fixtures, equipment, resources, materials or collections purchased or relocated to

the Library that are owned by the City.

**Article 16. Condemnation.** If the Library, or a substantial portion of the City-designated use areas (as determined solely by the City), is taken by eminent domain prior to the end of the year of this contract Term, the College shall pay the City according to the amortization schedule in Exhibit A. The College's payment to the City required pursuant to this Paragraph 16 shall be made within ten (10) days of receipt of notice of the condemnation, by the College, from the condemning authority.

**Article 17. Effective Date.** The College shall file this Agreement with the Clerk of the Circuit Court of Pinellas County after execution by the Parties, and this Agreement shall be effective upon execution by the last Party to this Agreement. This Agreement is contingent upon the approval of the governing board or entity of each Party.

**Article 18. Compliance with Laws.** The College shall comply with all applicable Laws in the design, construction, maintenance, operation, staffing and management of the Library.

**Article 19. Representations and Warranties.**

A. The City hereby represents and warrants to the College that: (i) the City is a duly authorized and validly existing Florida municipal corporation; (ii) the City has the full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of the City is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms.

B. The College represents and warrants to the City that: (i) the College is a duly authorized and existing political subdivision of the State of Florida; (ii) the College has the full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of the College is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the College, enforceable in accordance with its terms.

**Article 20. Assignment.** Neither the City nor College may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

**Article 21. Exhibits.** Each exhibit to this Agreement is an essential part hereof and is hereby incorporated herein by reference. Any amendments or revisions to such exhibits, even if not physically attached hereto, shall be treated as if a part of this Agreement if such amendments or revisions specifically reference this Agreement and are executed by the Parties.

**Article 22. Notices.**

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on

the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, or upon the date delivered by overnight courier (signature required) and addressed:

**TO THE CITY:**

City of Clearwater Library  
ATTN: Barbara Pickell  
P.O. Box 4748  
Clearwater, Florida 33758-4748

**TO THE COLLEGE:**

St. Petersburg College  
ATTN: General Counsel's Office  
P.O. Box 13489  
St. Petersburg, FL 33733

**WITH COPY TO:**

City Attorney's Office  
ATTN: Library Designee  
P.O. Box 4748  
Clearwater, Florida 33758-4748

B. The City or College may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

**Article 23. Waiver.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

**Article 24. Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Florida.

**Article 25. Jurisdiction and Venue.** Venue for any action brought in state court shall be in Pinellas County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**Article 26. Survival.** All obligations (including indemnity obligations) or rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**Article 27. Public Records/Student Records.** The provisions of Chapter 119, Florida Statutes, the Family Educational Rights and Privacy Act, and Section 1002.225, Florida Statutes, shall apply to this Agreement.

**Article 28. Binding Effect.** This writing, together with the exhibits hereto, constitutes the entire agreement between the Parties and shall inure to the benefit of their respective successors and assigns.

**Article 29. No Third Party Beneficiary.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

**Article 30. Headings.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

**Article 31. Understanding and Drafting of Agreement.** The parties hereto, and each of them, further represent that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each party hereto signs this Agreement freely, voluntarily, and with a full understanding of its terms. This Agreement has been drafted and negotiated by the City and College and the same shall not be construed against either party.

**Article 32. Entire Agreement.** This Agreement, along with all exhibits and other documents incorporated herein, constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by both Parties.

**Article 33. Severability.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any other part of any section of this Agreement provided that the Parties continue to enjoy the intended benefits for which they entered into this Agreement.

**[This section is intentionally left blank; signature page follows.]**

**INTERGOVERNMENTAL AGREEMENT**  
**CITY OF CLEARWATER, for and on behalf of the Clearwater Public Library**  
**System and ST. PETERSBURG COLLEGE BOARD OF TRUSTEES, for an on**  
**behalf of St. Petersburg College- Clearwater Campus**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Camilo A. Soto  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

WITNESSES: (as to College)

\_\_\_\_\_  
  
\_\_\_\_\_

THE BOARD OF TRUSTEES OF  
ST. PETERSBURG COLLEGE

By: \_\_\_\_\_  
William D. Law, Jr.,  
College President and Secretary of  
Board of Trustees

**Exhibit A – Amortization Table**

**Exhibit B – Site Plan**

49668

**Exhibit C – Equipment List**

Date Filed with the Pinellas County Clerk's Office: \_\_\_\_\_

AGREEMENT FOR THE OPERATION OF THE SHARED USE COMMUNITY LIBRARY  
LOCATED ON THE ST. PETERSBURG COLLEGE CAMPUS AT 2465 DREW STREET,  
CLEARWATER, FLORIDA

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Between

CITY OF CLEARWATER, for and on behalf of the  
Clearwater Public Library System

and

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES,  
for and on behalf of St. Petersburg College—Clearwater Campus

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OPERATIONS AGREEMENT FOR THE SHARED USE LIBRARY LOCATED  
ON THE ST. PETERSBURG COLLEGE—CLEARWATER CAMPUS AT 2465  
DREW STREET, CLEARWATER, FLORIDA

("AGREEMENT")

THIS OPERATIONS AGREEMENT ("Agreement") is entered into between the City of Clearwater, a municipal corporation ("City or Party") on behalf of the Clearwater Public Library System ("City System"), and the St. Petersburg College Board of Trustees ("College or Party"), a political subdivision of the State of Florida, on behalf of St. Petersburg College—Clearwater Campus, (collectively, "Parties").

RECITALS

WHEREAS, on \_\_\_\_\_, 2015 the City and College entered into an Intergovernmental Agreement ("Intergovernmental Agreement") to jointly plan, design and construct a shared use library (the "Library") to be located on the College's Clearwater campus at 2465 Drew Street, Clearwater, Florida to provide cost-effective, enhanced services for both the general public and community college students; and

WHEREAS, that Intergovernmental Agreement is incorporated herein by reference; and

WHEREAS, the Parties are authorized to enter into this agreement, pursuant to section 163.01, Florida Statutes; and

WHEREAS, College will own and maintain the Library upon completion and the City will have a non-exclusive right to use the Library as well as shared space in the exterior of the Library including parking for a term specified in this Agreement; and

WHEREAS, the Parties enter into this operations agreement to better define their respective duties and responsibilities regarding the use and operation of the Library upon completion; and

NOW, THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

ARTICLE 1  
GENERAL PROVISIONS

1.1 Effective Date

This Agreement is contingent upon approval of the governing body of each Party. This Agreement will become effective upon substantial completion of the Library. The College shall be responsible for recording this Agreement with the Pinellas County

Clerk's Office.

## 1.2 Effect of Headings

The headings or titles of the several articles and paragraphs in this Agreement are solely for the convenience of reference. They shall not control, affect, modify, amend or change the meaning or construction of any term or provision contained in this Agreement.

## 1.3 Term

The term of this Agreement shall commence upon the Effective Date and expire thirty (30) years after the date that the Library first begins to provide library services to the public ("Initial Term"). The parties may extend the Agreement for two optional ten (10) year terms ("Renewal Terms") through a written amendment signed by authorized representatives of both parties as provided in paragraph 8.10. On the termination or expiration of this Agreement, the Library will cease to be a public library, and the College shall not be obligated to operate it as one.

## 1.4 Limitations of Use

Both Parties agree and promise that the Library and the land it will occupy will be used only as a joint academic and community public library consistent with the mission of the City and College for as long as this Agreement remains in place. Neither Party shall allow any use of the Library for any purpose or action that may compromise the mission of either party or this Agreement. If this Agreement is terminated by the College without cause prior to the expiration of the initial term, or if the City terminates this agreement for-cause, the City is entitled to a refund of any design and construction costs paid to the College up to the date of termination, in the manner detailed in Article 2, paragraph D of the Intergovernmental Agreement.

## 1.5 Title to Improvements

Subject to the terms to this Agreement, title to and ownership of the Library and improvements to it shall be and remain the sole property of the College.

## 1.6 Grant of Right to Use

1.6.1 The College grants to the City the non-exclusive, irrevocable right to use the City-dedicated Program Space and associated Common Area of the Library.

1.6.2 The College grants the city exclusive, irrevocable right to utilize \_\_\_\_\_ square feet of City-designated Space and a non-exclusive, irrevocable right to utilize \_\_\_\_\_ square feet of Shared Space in the Library building. Further, the City shall have the exclusive right to eighty (80) parking spaces that are located near the immediate vicinity of the Library, and such parking shall meet the City's requirements, as approved by the College.

## 1.7 Library Name

If the Parties' respective governing boards approve of this Operating Agreement, the name of the Library shall be decided in accordance with the College's Rule on Naming of College Facilities and the City's Library Donor Naming Recognition Policy, as set forth in Article 3.A. of the Intergovernmental Agreement executed by the Parties on \_\_\_\_\_, 2015.

## 1.8 Specific Definitions

As used in this Agreement, the following terms have the following meaning:

1.8.1 "Collection" means all materials such as books, magazines, microfilm, electronic resources, and other such materials, acquired, through contribution by a Party for the Library for educational or recreation purposes ("Collection").

1.8.2 "Library" means the library operated in the library building by the City and the College pursuant to the terms of this Agreement.

1.8.3 "Contents" means all property within the Library which is not permanently fixed to the building's structure, such as carpeting, furniture, and computers, but excludes the Collection and Special Contents.

1.8.4 "Special Contents" means special exhibits, fine arts, and any other special item identified and agreed upon by the City and the College to be located in the Library.

1.8.5 "City-dedicated Space" means space generally reserved for the City's exclusive use..

1.8.6 "College-dedicated Space" means space generally reserved for the College's exclusive use.

1.8.7 "Shared Space" means all space not designated College-dedicated space or City-dedicated space. Shared Space includes "program space" which generally means library/study space, nonvocational laboratory space, audio visual space, auditorium/exhibition space, student services space, office space, and support services space. Shared Space also includes "common areas" which generally means space for electrical, mechanical and HVAC equipment, general circulation include stairs and elevators, student sanitation, staff and public sanitation, custodial, interior and exterior walls, open malls and under roof overhangs.

## 1.9 Authority

As required by the laws and policies that govern each Party, the City Council of the City of Clearwater is the governing board relating to the City's decisions, budgeting and expenditures, and the Board of Trustees of St. Petersburg College is the governing board relating to the College's decisions, budgeting and expenditures under this Agreement, notwithstanding the creation under this Agreement of a joint management structure. The authority of each Party to budget annually is preserved, as specified in Paragraph 8.7.

ARTICLE 2  
MISSION STATEMENT

Through its information resources and services, accessible facilities, technology and professionally trained staff, the Library will support teaching and learning, cultural enrichment, increased opportunity, knowledge creation, and recreation of St. Petersburg College and the greater Clearwater community.

ARTICLE 3  
GOVERNANCE AND USE OF THE COMMUNITY LIBRARY BUILDING

3.1 Integrated Use

3.1.1 The Library will serve as an integrated use community library. Both parties will jointly operate the Library subject to the terms and conditions of this Agreement. The Parties fully commit to the philosophy of a shared use community library. It is the intent of each Party to hire or assign employees to staff the Library that understand and share such a commitment, and who will serve the clientele of the Library without any outward appearance of serving separate employers.

3.1.2 At all times during this Agreement, individuals assigned to staff the Library will be employees of the Party that hired them, and those employees will be subject solely to the pay scales and employee benefits of the employing Party. To ensure compliance by each Party with laws and regulations relating to employment, the Parties may at their discretion, each conduct an annual employment audit of their staff working in the Library. Each Party agrees to ensure that its supervisors working in the Library have been trained on and are knowledgeable about issues relating to joint employees, and are aware that they must avoid, where possible, creating a situation in which a joint employment issue may arise.

3.1.3 Each Party will provide professional staff trained and knowledgeable about the learning resources, information, media materials and services required for the clientele of the respective Parties.

3.1.4 The Parties will provide cross-training of their respective staff to ensure all staff have a comprehensive overview of the Library's operation. All staff in joint or shared use areas, such as circulation, will be trained to provide seamless service to both college and public users.

3.1.5 Because minors will be using the Library, each Party must require a Level 2 background check on each of its employees who provide services within or immediately around the Library and who may have direct access to minors.

3.2 Library Building

3.2.1 The College will own the Library, and the land on which it sits as well as the infrastructure and facilities that support it, the Collections that it has purchased or will purchase with its own funds and the Contents. Likewise, the City shall own the Collections and Special Contents that it has purchased or will purchase and houses in the

Library. Upon expiration of the Term or a Renewal Term under Paragraph 1.3, the City shall be entitled to remove the Collections and Special Contents it purchased or contributed.

3.2.2 Unless restricted by law or contract, each Party's Collections in the Library will generally be available to all library patrons.

### 3.3 Space Designation and Allocation

The Parties, through the Operational Steering Committee ("Operational Committee") described in Paragraph 3.8, shall work with the design consultant during design of the Library to designate the functions of specific spaces within the interior of the library, and needed infrastructure. The Operational Committee shall also be responsible for reviewing the function of space on an on-going basis, and recommending to the Executive Committee ways to achieve effective use of the Library.

### 3.4 Interior and City-exclusive Parking Space

3.4.1 The interior of the Library shall generally be shared space to be used freely by both Parties, but the parties understand that the City is receiving \_\_\_\_\_ square feet of City-dedicated Space (or \_\_\_\_\_ square feet, which includes City-dedicated Space and the City's proportionate share of the Shared Space) within the Library which shall not exceed 45,000 square feet.

3.4.2 At minimum, eighty (80) City-exclusive parking spaces will be located near the immediate vicinity of the Library building, and such City-exclusive parking shall meet the City's requirements, as approved by the College. City patrons shall be required to use the City-exclusive parking spaces before non City-exclusive parking spaces.

### 3.5 Use of the Roof

Either party may request through the Operational Committee that it be permitted to purchase telecommunications antennas, microwave or satellite dishes or other communications equipment for installation on the Library roof for the benefit of library clientele. Placement of the equipment on the roof is subject to required government approvals at the cost and expense of both Parties, such expense subject to the Parties' respective Cost Sharing Percentages. The Parties will bear the cost of routine maintenance of the equipment based on their Cost Sharing Percentages. Before any equipment is installed, the Parties and the Library's property insurer(s) or other consultant(s) shall approve the plans and methods for any aesthetic, structural, safety or technological concerns. The Parties will not unreasonably withhold their approval.

### 3.6 Separate Jurisdiction and Identity

3.6.1 Each Party shall maintain sole authority over those non-library specific activities that are related to the overall management and administration of their operations of which the Library is a part, such as budgeting, human resources, and procurement, subject to the terms and conditions of this Agreement. Additionally, each Party shall follow its own processes for those activities, subject to the terms and conditions of this Agreement. The Parties agree to provide notice to each other promptly of any of those activities that might materially affect or impair the operation of the Library as described in

this Agreement or as a full-service library for the public and the College.

3.6.2 The Co-Managers, as defined in Section 3.7, shall determine those functions within the Library that the Parties will jointly operate, such as circulation and meeting space.

3.6.3 Each Party shall coordinate any use by third parties of the Library through the Operational Committee, which will then develop a third-party use policy that is consistent with those of the City and the College for its other buildings. The Parties shall jointly agree to the third-party use policy in advance of any third party use. Fundraising or social events sponsored by the College, the City or by entities related to either the College or the City will not be subject to the payment of rental fees so long as the use is not continuous for those types of activities during any year. A meeting room, within the City-dedicated Space, will be available for third parties that choose to utilize such space for informative or cultural programs that are free to the public, and pursuant to the City's library policy, such third parties will not be subject to the payment of rental fees for the use of such space. The College may elect to charge rental fees in compliance with its use facilities use policy.

3.6.4 Since the Library is a building owned by the College, the College's policies and administrative regulations that relate to its property, such as restrictions on smoking and solicitation, apply to the use of the Library. Children, age 17 or under, may utilize the Library, so long as their conduct meets with the College's policies and administrative regulations.

3.6.5 Any and all monies provided to the City by or through the Clearwater Library System Foundation or any third party, such as the Clearwater Friends of Library, shall be for the sole use and benefit of the City and are not subject to this Agreement. Likewise, any and all monies provided to the College or SPC Board of Trustees by or through the SPC Foundation, Inc., or any third party shall be for the sole use and benefit of the College and are not subject to this Agreement.

### 3.7 Designated Co-Managers

The College and the City shall each select a person to serve on its behalf as a co-manager of the Library ("Co-Managers"). The Co-Managers will establish and communicate library operational procedures and protocols as well as manage the operations of the Library. In the event of a permanent vacancy in the position of one of the Co-Managers, a representative of the other Party or his or her designee may serve on a selection committee as a resource for the Party filling the vacancy. Both Parties recognize that any hiring decision is the sole and exclusive decision of the Party employing that Co-Manager. The responsibilities of the Co-Managers or their designees include the following, in addition to other responsibilities as may be specified in this Agreement:

3.7.1 When practical to both Parties, jointly develop a coordinated plan for publicizing scheduled events, programs and services to be adopted and followed by both Parties; otherwise, each party will individually plan to publicize scheduled events, programs, and services on its own;

3.7.2 Provide, at the request of the other Party, a staff member to serve on any selection committee of the other Party to select new or replacement staff for librarians and other professional staff, recognizing that the hiring decision is solely that of the hiring Party;

3.7.3 Supervise their respective staff and agree on supervisory and communication procedures, including delegation procedures, in the event of one Co-Manager's absence;

3.7.4 Jointly schedule staff to ensure adequate service coverage in the Library based on the hours the Library is open, including a staffing plan for all library functions for each year;

3.7.5 Periodically update the staffing plan to reflect the changes in position assignments between and within programs and functions, and to ensure that the work schedules of employees in all positions are maintained on a current basis and provided to the appropriate employees and supervisors as necessary;

3.7.6 Discuss and identify factors that are important to the mission of the Library for evaluating the performance of the individuals assigned to work at the Library, recognizing that each Party will evaluate its employees using its own required forms and procedures, and that decisions relating to evaluation and discipline are the sole responsibility of the Party that employs the individual;

3.7.7 Identify the library functions that the Parties will jointly perform and establish benchmarks, procedures and guidelines for those functions;

3.7.8 Jointly assess and recommend Deferred Maintenance, Capital Improvements and Capital Repairs (as defined in Paragraph 5.1) program for the Library and make recommendations to the Operational Committee, as deemed necessary;

3.7.9 Develop any remodeling ideas and recommend them to the Operational Committee;

3.7.10 Serve on the Operational Committee to oversee management and operations of the Library;

3.7.11 Act as the lead point of contact for each Party, and assume day-to-day responsibility to the leadership of both Parties concerning the operation and management of the Library;

3.7.12 Resolve disagreements and disputes referred to them by the Operational Committee; and

3.7.13 Ensure that the staff of the Library is cross-trained and trained in the policies and procedures of the Library, and that the staff attends appropriate meetings and training sessions.

### 3.8 Operational Steering Committee Team

An Operational Committee shall be established and comprised of the Co-Managers, the Clearwater Library Director or his/her designee and the College's Director of Learning Resources or his/her designee. The responsibilities of the Operational Committee shall be as follows:

3.8.1 Meet monthly during the first year of the Library operations, at least quarterly thereafter and at such other times deemed necessary by the Operational Committee;

3.8.2 Discuss the mutual needs and goals of the College and the City as they relate to the Library;

3.8.3 Foster and develop an integrated library operation by drafting an Integrated Procedures Manual that will address policies, procedures, and day-to-day matters regarding the Library with approval of such Integrated Procedures Manual or subsequent modifications from the Executive Committee;

3.8.4 Recommend the days and hours of operation for the Library to the appropriate entity or entities within each Party that are responsible for approving those operational issues, if applicable;

3.8.5 Recommend lending procedures appropriate to the operation of the Library;

3.8.6 Attempt to resolve disputes and disagreements that may arise under this Agreement or due to inconsistencies between the policies of the College and the City as to book and material loans, returns and renewals, staffing, and access to Library Collections, computers, the internet and other services, for members of the general public and the college community;

3.8.7 Recommend, by dates that permit each Party to comply with its budgeting process, an annual operating and capital budget for the Library to the Executive Committee;

3.8.8 Develop an immediate communications plan for routine and non-routine events that integrate with that of the Library, including developing procedures for compliance with the Library's Emergency Operations Plan; and

3.8.9 Review remodeling recommendations of the Co-Managers and forward any approved recommendations through each Party's process for funding and final approval of such recommendations.

### 3.9 Executive Committee

3.9.1 The SPC Clearwater Campus Provost and Clearwater's Assistant City Manager shall serve on, and comprise, the Executive Committee.

3.9.2 The Executive Committee shall meet annually for the first three years of the initial term of the Agreement and may meet as-needed during the remaining portion of the initial term or renewal terms to discuss other issues as determined by the Parties.

3.9.3 The Executive Committee shall meet as-needed to resolve disputes and disagreements referred to it by the Operational Committee, in the event the members of that committee are unable to reach a consensus, and to approve the Integrated Procedures Manual and any subsequent changes to such Manual.

#### ARTICLE 4 LIBRARY OPERATIONS

##### 4.1 The Collection

4.1.1 The members of the general public and users connected to the College shall have the right to on-site use of the Collection. The Collection shall be of sufficient scope and currency to serve the greater Clearwater area as well as support specific needs of College.

4.1.2 Each Party shall own that part of the Collection that it purchases using its own funds. If the Parties determine that it is necessary to purchase any Collection materials jointly, they shall confer, before making the purchase, with their respective Finance and Risk-management Departments to ensure that any jointly-owned property will be properly inventoried and valued.

4.1.3 Each Party shall retain the right to select materials for the Collection appropriate to its specific clientele who use the Library, and shall be responsible for selecting the Collection materials that best meet the needs of its constituency within the dollars that each Party has separately budgeted and available.

4.1.4 Each Party will have a written collections development policy. The policy will establish clear guidelines for the types of materials to be acquired, acquisition priorities, procedures, processing for leasing and rental of materials, challenge and withdrawal as well as disposition of materials and the processes and procedures, if any, for the imposition and enforcement of penalties, fees or fines, if any, for the delinquent return of materials or loss of or damage to materials.

4.1.5 Each Party, through its respective Co-Manager, shall retain the right to establish rules and procedures regarding the on-site use of that part of the Collection that it owns. Additionally, each Party, through its Co-Manager, shall be allowed to set its own off-site lending policies for certain materials in the Collection.

4.1.6 Regarding its materials, each Party, through its respective Co-Manager, shall retain the right to discontinue any periodicals, reduce that portion of the Collection that it owns, repair its books, discontinue lending certain types of its materials (for example, videos) and reclassify or catalog them.

4.1.7 Each Party shall catalog its own Collection pursuant to its own cataloging system and will participate in its own separate integrated library system ("ILS"). The parties understand that there will not be completely integrated Collection amongst the parties; however, to the extent possible, both parties will work toward sharing information and creating as much transparency as possible between the two catalogs and ILS's. Each party understands that it will be separately responsible for maintaining its own Bibliographic records, borrower records, and item records in the standard manner

utilized by each respective party.

#### 4.2 Lending Policy

The College and the City shall adhere to its respective lending policies for each Collection. The term “lending policy” shall mean all policies, rules and regulations promulgated by either Party regarding the off-site use of any materials within the Collection. Such lending policy shall include, without limitation, the time period for such off-site use, early return policies, reserve policies, the amount of any late fines, and the number of materials that can be borrowed at one time by a single borrower.

#### 4.3 Collection of Fines

The Co-Managers will establish a procedure for the collection of fines and for the distribution or use of any monies collected.

#### 4.4 Electronic Materials

When negotiating license or other use agreements for electronically-available materials, both Parties shall attempt to negotiate for the benefit of all libraries within each Party’s library network as long as such negotiations do not result in that Party’s incurring additional costs. Under circumstances where a Party is not able to negotiate use beyond its own clientele without incurring additional costs, that Party shall have the right to restrict access to those materials so as not to violate the license or use agreement.

#### 4.5 Intellectual Freedom

It is the intent of the College and the City to continue to honor the current policy of both the College and the City to provide access to all services and materials. If laws or ordinances are passed that restrict one or both of the Parties’ ability to provide services, or if a Party imposes rules, policies or regulations that restrict access for certain groups of users to material within the Collection or either Party’s sponsored services or programs, each Party through its Co-Manager agrees to promptly notify the other Party. Upon notification, the Parties, through their Co- Managers, will meet and mutually establish a policy to address the issue.

#### 4.6 Integrated Library Systems

Each respective party will be responsible for purchase and maintenance of its own ILS. To the extent possible, both parties’ ILS will be accessible from computers and equipment throughout the Library. The College will ensure, to the best of its ability, that its ILS technology or ILS-related technology upgrades work with the City’s technology.

The City also utilizes RFID technology and will provide the sorting equipment and technology that supports only the check-in and –out and security for the City’s Collection. If the College adopts RFID technology while this Agreement is in place, the City will, to the best of its ability, attempt to have its RFID technology work with the College’s.

#### 4.7 Library Privileges

Members of the general public and the College's students and faculty shall have access to the Shared Space during all hours that the Library is open; however, the general public and/or students and faculty may not have access to the City-dedicated or the College-dedicated Program Space, if such respective area is closed. The City and the College will work to provide whatever service is needed, in the event that the other is closed, and each Party reserves the right to adjust its hours of operation and staffing. Each party will honor, to the best staffing and operational capacity, service to Library patrons when one of the Parties is closed pursuant to mutually agreed to accessibility rules. The College may suspend or revoke student library privileges for-cause, and City may suspend or revoke library privileges of the general public for-cause, as determined in their sole discretion.

#### 4.8 Computer Use

Co-Managers shall establish procedures for access to computers based on the management of access that, to the extent feasible, provides the same access to each Party's clientele as they have at each Party's separately-operated locations.

#### 4.9 Library Programs

The College and the City shall each retain the right to create, sponsor and operate separate library programs for their clientele within the Library. Each Party shall be solely responsible for funding its separate programs. The Parties agree to cooperate in good faith with each other in facilitating all library programs operated within the Library. N e i t h e r Party shall have the right to sponsor a library program that imposes an unreasonable burden on shared costs of the Parties or Library facilities.

#### 4.10 Service Marks and Trademarks

Neither Party shall use any service marks, trademarks, logos or other marks of the other Party without the express written approval of the other Party. The use of any marks must comply with the owner's requirements, including using the "circle R" indication of a registered trademark.

#### 4.11 Ancillary Functions

The Parties shall have the right to provide separate services to their clientele that are ancillary to the core library services, so long as they do not burden Library resources or costs.

## ARTICLE 5 RESPECTIVE DUTIES AND RESPONSIBILITIES

#### 5.1 Definitions

For the purposes of this Article, the following definitions shall apply:

5.1.1 “Capital” means that dollar amount at which each Party considers an expense to be capitalized and depreciable for accounting purposes.

5.1.2 “Capital Improvement” means a planned Capital expenditure to renovate or expand the Site or the Site’s infrastructure, including major building systems.

5.1.3 “Capital Repair” means a planned periodic Capital expenditure that corrects a defect or degradation of major building systems, site improvements, components, assemblies or capital equipment. It is a subset of regular or normal facility maintenance that refers to costly repairs or the replacement/rebuilding of major facility components. For example, roof replacement at the end of its anticipated useful life is typically a Capital Repair item, while replacing a roof several years after its normal useful life is considered a Deferred Maintenance item. Capital Repair does not include expansion or renovation of facilities.

5.1.4 “Deferred Maintenance” means expenditures for repairs not accomplished as a part of routine maintenance or Capital Repair that have accumulated to the point where facility deterioration is imminent and could impair the proper functioning of the Library. Deferred Maintenance will generally involve a Capital expense.

5.1.5 “Emergency Maintenance or Repair” means a sudden and unanticipated event that causes an imminent or actual significant property loss, damage or deterioration to the Site and that requires an immediate response and expenditure, generally a Capital expense, to avoid danger to persons or property, or hindrance of the proper functioning of the Library.

5.1.6 “Routine Maintenance” means the day-to-day efforts to control deterioration of facilities (up-keep expenses) through scheduled repetitive activities (such as cleaning), periodic scheduled work (such as inspections and equipment adjustments) and minor repairs made on an as-needed basis. Routine Maintenance may or may not involve a Capital expense.

5.1.7 “Site” means the Library and the parking spaces necessary to meet the City’s requirements as approved by the College.

## 5.2 General Statement of Site Responsibility; Cost Sharing and Reimbursement

5.2.1 As the owner of the Site, the College shall be solely responsible and authorized to contract for and undertake Capital Improvements, Capital Repairs, Deferred Maintenance, Emergency Maintenance or Repairs or Routine Maintenance to the Site, except as specified in this Paragraph. Any of those activities that the College undertakes on the recommendation of the Executive Committee or as part of the College’s standards for maintaining its facilities shall be funded by the Parties according to paragraph 5.4 herein. The College agrees to use its best efforts to accommodate the City’s recommended schedule as reflected in Exhibit A or as such is modified from time to time.

5.2.2 The College shall undertake Emergency Maintenance or Repairs either

unilaterally or on the recommendation of the Co-Managers and will request the Executive Committee to ratify any such actions. Upon ratification by the Executive Committee, the College shall draw funds from the Operational Fund, as detailed in paragraph 5.4 herein, and this shall constitute the City's full contribution to the cost of any such Emergency Maintenance or Repairs.

5.2.3 For any Capital Improvements, Capital Repairs, Deferred Maintenance, or Routine Maintenance the College shall select a contractor using its competitive procurement process. For Emergency Maintenance or Repairs, the College shall obtain competition to the extent it is practicable under the circumstances. For instances in which it is appropriate to obtain the services of a contractor through an existing job order contract, either awarded by either Party or by another Florida public entity and available through cooperative purchasing, the College may use that contract instead of procuring bids.

5.2.4 For Capital Improvements requested by the Executive Committee, or Capital Repairs or Deferred Maintenance recommended by the Executive Committee, the College shall draw funds from the Operational Fund, as detailed in paragraph 5.4 herein, and this shall constitute the City's full contribution to the cost of any such Capital Improvement, Capital Repair, or Deferred Maintenance.

5.2.5 For Routine Maintenance, the College shall draw from the Operational Fund and, as detailed in paragraph 5.4 herein, this shall constitute the City's full contribution to the cost of any such Routine Maintenance.

### 5.3 Appearance of the Site

During the term of this Agreement and unless the Parties agree otherwise, the College shall keep the Site in good repair, operating condition, working order, and appearance, including without limitation:

5.3.1 maintaining and keeping the interior and exterior of the Site clean, painted and in good condition and repair, reasonable wear and tear excepted; and

5.3.2 operating and maintaining (and replacing as applicable) all parts of the Site, including, but not limited to, air conditioning, heating, plumbing, bathrooms, electrical distribution systems, elevators, concrete foundation floors, roofs, building structure systems, fire alarm systems and parking; keeping them in clean and good condition, reasonable wear and tear excepted.

### 5.4 Routine Services and Maintenance; Reimbursement and Cost Sharing

5.4.1 Unless the Parties determine otherwise, the College shall be responsible, through the SPC Board of Trustees, to provide or secure the services as needed to maintain and service the Site including, but not limited to, telecommunications, particularly providing for City-specific time clock and a method to direct City phone calls to City staff, janitorial, utilities, trash removal, landscape, electrical and heating and air conditioning services.

5.4.2 The City shall contribute with quarterly payments to an Operational Fund. The Operational Fund shall be used to cover 100% of the City's share of costs for "Emergency Maintenance & Repair" & "Routine Maintenance," as defined by this Agreement; janitorial services; utility services including electric, sewer/water, and gas; for "Capital Improvements;" "Capital Repairs;" and "Deferred Maintenance" as defined by this Agreement. The City agrees to contribute the following amounts to the Operational Fund:

5.4.2.1 A minimum of \$\_\_\_\_\_ per year to the Operational Fund for maintenance of the City-dedicated Space and the City's proportionate share (\_\_\_%) of the Shared Space. This amount is based on \$7.04 per square foot of \_\_\_\_\_ square feet.

5.4.2.3 After the first year of the Agreement, the College reserves the right to increase the City's annual contribution toward the Operational Fund in subsequent years of the Agreement no more than a maximum of three percent (3%) over the previous year's contribution or by the Operational Costs—New Facilities (OCNF) rate established by the State of Florida for that contract year, whichever increase amount is less. In the event that there is an OCNF decrease or no OCNF increase, then there shall be no increase (0%) to the City's annual contribution for that contract year.

5.4.3 Regarding the College's obligations and contribution towards operational and maintenance costs, the College shall:

5.4.3.1 Pay all construction costs for the project over and above the City's contribution as described herein or the Intergovernmental Agreement.

5.4.3.2 Pay all costs over and above the City's contribution as described herein for Emergency "Maintenance & Repair" & "Routine Maintenance" as defined by the Operating Agreement; janitorial services; and utility services including electric, sewer & water and gas.

5.4.3.3 Pay all costs over and above the City's contribution as described herein for "Capital Improvements" & Capital Repairs" as defined by the Operating Agreement.

5.4.4 The College shall secure other services that the Parties mutually agree are desired or become necessary to promote or maintain optimal use of the Library. Such services include those that are provided in the interest of the health or safety of the patrons, such as pest control or emergency medical services equipment. The College shall draw the City's shared cost of such other service from the Operational Fund, as detailed in paragraph 5.4.2 herein.

## 5.5 Liens and Encumbrances

5.5.1 Both Parties agree that the Site shall be kept free and clear from any and all

mechanics' and materialmen's liens, claims and charges. To the extent allowable by law, each Party shall indemnify and hold the other Party harmless from any and all cost, expenses, claims, liens or demands, including reasonable attorney's fees, (collectively "costs") arising out of or by virtue of any nonpayment of any obligations incurred by the indemnifying Party relating to the Library.

5.5.2 Both Parties agree that this Agreement and their respective interests shall not be subordinated or subject to any encumbrances.

#### 5.6 Storage of Hazardous Materials

Neither Party shall use or store hazardous materials except for required cleaning supplies or other necessary substances kept in reasonably necessary quantities for normal library functions, provided such substances shall be stored in accordance with all applicable laws and regulations.

#### 5.7 Contents

Before the Library opens, the Parties, through the Co-Managers, shall be responsible for providing their own Contents to house in the Library. The City shall provide its own security for its Contents, and such security measures include circulation RFID equipment, self-check machines, sorters, and security gates. The City shall be solely responsible the replacement and purchase of its contents, per City Council budgetary restraints.

#### 5.8 Naming Rights

5.8.1 Library Name. The College and the City shall, in good faith, mutually agree on the name of the Library. Any name of the Library shall be subject to the approval and guidelines of the City Council and the College's Board of Trustees. The College's Rule on Naming of College Facilities, located in the Board of Trustees Rules and College Procedures (<http://www.spcollege.edu/central/botrules/#>) and as amended during the span of this Operating Agreement and/or the Intergovernmental Agreement, is incorporated herein by reference.

5.8.2 Names of Allocated Space. The College and the City shall each retain the right to name spaces within the College-designated Space and the City-designated Space, respectively, subject to the reasonable approval of the other Party.

5.8.3 Names of Shared and Common Space. Either Party shall have the right to propose to the other Party names for any shared or common space within the Library. Such proposed names shall be submitted by the Party proposing such name to the other Party, and the Parties, each using their respective guidelines and procedures, shall decide whether or not to approve of such names. In the event the Parties do not agree as to any such proposed name, such shared space or common space shall not be named.

#### 5.9 Advertising

Except for routine announcements regarding programs and services, no form of publicity,

advertising, or promotion concerning the Library shall be issued by either Party without the prior written consent of the other Party, except as such release or announcement may be required by law, in which case the Party required to make the release or announcement shall, to the extent possible, allow the other Party reasonable time to comment on such release or announcement in advance of such issuance.

#### 5.10 Safety or Security

The College, at its sole expense, shall be responsible for safety or security services both inside and outside the Library. Each Party shall ensure that the provider acknowledges and agrees to comply with the College's and the City's Comprehensive Emergency Operations Manual and coordinates delivery of its services with Clearwater's Police Department, where necessary. The safety or security service provider shall be properly licensed and insured.

## ARTICLE 6 DISPUTES AND DEFAULTS

### 6.1 Dispute Resolution

In the event that the Executive Committee is unable to reach a consensus regarding a dispute, the Executive Committee may refer the dispute to the President of the College or his or her designee and the City Manager or his or her designee for resolution. Disputes relating to matters of the City's or College's policies or procedures, or to the laws that govern each Party, may require that the dispute be referred to each Party's governing board, which may agree to submit the dispute to some alternative dispute resolution process. If a Party believes that a dispute involves a default by the other Party of this Agreement or a disagreement involving the interpretation of a material provision of this Agreement, the procedures and remedies specified in Article 6 apply. In all cases of disputes or defaults under this Agreement, the Parties will first attempt to resolve differences, in good faith, between themselves.

### 6.2 Withdrawal from Agreement

6.2.1 The Parties recognize that this Agreement requires cooperation between the Parties and a long term financial commitment by each Party. Accordingly, withdrawal from this Agreement is a default as specified in Paragraph 6.3.8.

6.2.2 Notwithstanding Section 6.2.1, if a Party's withdrawal is due to budget reductions or program elimination during the Term, or any other reason mutually agreed to by the parties, the withdrawing Party shall give written notice as specified in this Agreement immediately on knowing that withdrawal is necessary, but in any event, no later than 180 calendar days before October 1st of the following fiscal year. If the College withdraws from or this Agreement is terminated, by the College without cause, or the City for-cause, then the College agrees to pay the City an amount equal to the unamortized design and construction funds provided to the College by the City, calculated as detailed in Exhibit A of the Intergovernmental Agreement, on the date of the termination, such unamortized design and construction costs to be determined by

amortizing on a straight line basis over a thirty (30) year period commencing on the Operating Agreement commencement date. If the Operating Agreement is terminated during the span of an agreement year, then the amount of the City's refund will be prorated for that particular agreement year. The baseline year shall be the first year of joint operation. If the City withdraws from or terminates the Operating Agreement without cause, the College may keep all funds paid toward the construction and design of the Library, without any reimbursement to the City.

6.2.3 The withdrawing Party shall be entitled to remove its Collection and Special Contents.

6.2.4 Alternative to the option provided in 6.2.2, if the College is the withdrawing Party, the City can opt to enter into a lease for the Library under which the City may continue to operate the building as a public library. While the City shall not pay rent, the lease will address issues such as the terms under which the City continues to use the Contents, insuring those Contents, and the City's reimbursement of costs related to maintaining and operating the Library.

### 6.3 Default

"Without cause" withdrawal or termination occurs under this Agreement as follows:

6.3.1 The City fails to pay its quarterly payment into the Operational Fund, as required under this Agreement;

6.3.2 The College fails to perform maintenance or repairs required under this Agreement;

6.3.3 A Party fails to comply with any other material provision of this Agreement;

6.3.4 A Party fails to pay its respective share of the funds as provided for in the Library Project Budget;

6.3.5 The College fails to pay all construction costs for the project over and above the City contribution as described in paragraph 5.4 herein;

6.3.6 The College fails to pay all costs over and above City contribution, as described in paragraph 5.4 herein, for Emergency "Maintenance & Repair" & "Routine Maintenance" as defined by this Agreement; janitorial services; and utility services including electric, sewer & water and gas;

6.3.7 The College fails to pay all costs over and above the City's contribution, as described in paragraph 5.4 herein, for "Capital Improvements" & "Capital Repairs" as defined by the Operating Agreement; or

6.3.8 A Party unilaterally withdraws from the Agreement during the Term.

### 6.4 Notice of Default; Cure

If a Party fails to cure its default within thirty (30) calendar days following written notice from the other Party, that Party shall be considered in default.

#### 6.5 Remedies

Upon the occurrence of a default and until the defaulting Party cures it, the non-defaulting party may exercise all, any or any combination of the following remedies, in any order and repetitively:

6.5.1 The non-defaulting Party may perform any of the defaulting Party's obligations under this Agreement without incurring any liability to the non-defaulting Party for any loss or damage that it may sustain as a result. The non-defaulting party shall be entitled to recover all of its costs and expenses incurred in connection with that performance, plus an administrative fee equal to the prime rate times the total costs and expenses, together with interest at the rate of 10% per year from the date that the non-defaulting Party paid or incurred it until the defaulting Party fully pays the cost or expense.

6.5.2 The non-defaulting Party may suspend certain privileges and services provided to the defaulting Party or to which it normally has access. In no event, however, shall any active student in good standing of the College or a City library patron in good standing be denied admittance to the Library or access to any library services as a result of the default.

6.5.3 The non-defaulting Party may pursue any and all other remedies to which it may be entitled at law, in equity or under the provisions of the agreement. These rights and remedies are intended to be and shall be cumulative, and the exercise or attempted exercise by the non-defaulting party of a given remedy shall not preclude or limit the right or ability of the non-defaulting Party to exercise, at the same or at any different time, any other remedy or remedies.

#### 6.6 Default Procedures

If a Party defaults under this Agreement, the Parties may, with the approval of the process by their governing boards, refer the matter to non-binding mediation. The initiation of non-binding mediation shall not in any way impair the right of the non-defaulting Party to file a claim under Florida Statutes and the statute of limitations shall be tolled for the period from the date of the approval of the governing boards to mediate until the date that the mediation is complete. The non-defaulting Party, however, may still opt to institute litigation without instituting non-binding mediation. Legal expenses in the event of any litigation instituted by either the City or the College against the other in any way connected with this Agreement shall be covered by each respective party, and the successful party to any such action (whether or not prosecuted to judgment) shall not recover from the other party attorney's fees and court costs.

### ARTICLE 7 INDEMNIFICATION AND INSURANCE

#### 7.1 Indemnification

7.1.1 Each party hereto shall indemnify and hold harmless and defend the

other party, their trustees, officers, agents, elected officials, or employees, from any and all liability, damages, cost, or expense any indemnified party shall become obligated to pay by reason of any claim, lawsuit, or judgment on account of injury to property or injury received or death suffered to persons, which is caused by the act or omission of any duty that the indemnifying party or their trustees, officers, agents, elected officials, or employees under this Agreement. This indemnification clause shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any indemnified matters are resolved or barred by the applicable statute of limitation.

7.1.2 All of the indemnification obligations of the College and City shall be limited to the extent permitted by law. Nothing in this Agreement shall alter the waiver of sovereign immunity or extend the College's or City's liability beyond the limits established in Section 768.28, Florida Statutes.

7.1.3 Nothing herein shall be construed as consent by the City or College to be sued by third parties in any matter arising out of this Agreement.

## 7.2 Insurance

7.2.1 It is understood that the City and the College shall, at each Party's own cost and expense, acquire and maintain (and cause any contractors, subcontractors, representatives, or agents to acquire and maintain) during the term of this Agreement, sufficient insurance, self-insurance, or a combination of self-insurance and excess insurance, to adequately protect the respective interests of the parties. Specifically both Parties shall carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

7.2.1.1 **Commercial General Liability Insurance** coverage in the minimum amount of \$200,000 (two hundred thousand dollars) per occurrence and \$300,000 (three hundred thousand dollars) general aggregate. Coverage should include but not be limited to, premises operations, products/completed operations, products liability, independent contractors, personal injury and advertising injury.

7.2.1.2 **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$200,000 (two hundred thousand dollars) combined single limit.

7.2.1.3 Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should

include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, Public Entities, sub Public Entities, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies, and are subject to applicable changes, including changes in limits, by the Florida Legislature to the rules and provisions governing such coverage and to §768.28, Florida Statutes.

7.2.2 In addition to coverage required in section 7.2.1 above, after the Certificate of Occupancy has been issued, the College shall acquire and maintain **Property Insurance** on the Library to repair, rebuild, or replace the Library to its original, new condition. In particular, the College shall acquire and maintain an "all-risk" type of insurance, including coverage for flood and other catastrophes. The policy shall cover the Library, appurtenant structures and outbuildings, improvements and alterations, fixtures, furnishings, equipment, and College-owned contents. The City shall acquire and maintain such Property Insurance or self-insure to cover 100% of the full replacement value of City-owned contents within the Library.

7.2.3 The College shall purchase and maintain, or cause the Construction Manager to purchase and maintain, Builder's Risk insurance, property insurance written on an "all risk" policy form including coverage as detailed in section 7.2.2 in an amount at equal to 100% of the estimated completed value of the project plus any subsequent modifications to that sum, and shall include property in transit and property stored on or off premises that shall become part of the project. Such Builder's Risk insurance shall be maintained until the final payment has been made and the Certificate of Occupancy is received. In the event of damage to or destruction of the Library caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and/or fixtures and personal property of the Party whose insurance is providing the proceeds. The College shall begin such reconstruction, repair, or replacement promptly after such damage or destruction occurs and shall continue and properly complete such reconstruction, repair, or replacement so that same shall be completed expeditiously; the Library shall be free and clear of all claims and liens. Under no circumstances will the College be required to spend more funds on reconstruction, repair or replacement than the proceeds it receives from insurance, except as provided in Paragraph 7.2.4.

7.2.4 In the event the insurance proceeds are not sufficient to complete reconstruction, repair or replacement of the Library, the Parties shall, through the Operational Committee, meet and confer with representatives of each Party to devise a plan for accommodating their clientele through a building that is smaller in size or provides fewer services than the original building, or to estimate the additional funding, based on the Cost Share Percentage, that each will need to contribute to fully complete the reconstruction, repair or replacement. The Parties shall submit their plan to the Executive Committee for approval. On approval of the Executive Committee, each Party agrees to pursue approvals, including funding if applicable, for the plan. Reconstruction, repair, or replacement may not begin until each Party has completed their processes for approving the plan and the plan each has approved is agreeable to both Parties. The College

understands, however, that the City is under no obligation to fund more than the City's Contribution, as detailed in the Interlocal Agreement.

### 7.2.5 Other Insurance Provisions.

- 7.2.5.1 Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, each Party shall furnish the other Party with either a Letter of Self-Insurance (SIGNED by the Risk Manager) and/or Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements when required) evidencing all of the coverage set forth above.
- 7.2.5.2 Both Parties shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- 7.2.5.3 Each Party shall be responsible for their own self-insured retention or deductibles associated with any purchased program.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability, and failure to request evidence of this insurance shall not be construed as a waiver of the City's or College's obligation to provide the insurance coverage specified.**

### 7.3 Liability Claims

The College, through its risk management program, shall handle all property and liability claims caused by, arising out of, or related to the operation, maintenance or use of the Library. The College shall tender all liability claims for which the City may be responsible under Paragraph 7.1 and 7.2 to the City in a timely manner or in no less than 5 business days when the College has knowledge of such claims.

### 7.4 Indemnification and Insurance Required of Contractors, Subcontractors, Representatives and/or Agents

Each Party shall require any independent contractors, subcontractors, representatives, or agents it hires to undertake the activities specified in Paragraphs 5.2 and 5.4 to the following:

7.4.1 To defend, indemnify, save, and hold harmless, and defend the City and the College from any and all claims, suits, judgments, and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly including legal fees and costs, or other legal expenses; and

7.4.2 To maintain the insurance coverage and minimum amounts identified in section 7.2.1 and the insurance provisions in section 7.2.5. All independent contractors, subcontractors, representatives, and agents shall include both the City and the College as "Additional Insured" on all liability policies and, prior to execution of work, will furnish to both Parties a Certificate of Insurance(s) using appropriate ACORD certificate, SIGNED by

the Issuer, and with applicable ENDORSEMENTS naming the City and College as an “Additional Insured.”

ARTICLE 8  
STANDARD TERMS AND CONDITIONS

8.1 Successors, Assignment

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. No party may assign any right or obligation under this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

8.2 Integration

This Agreement sets forth the entire agreement between the parties to the agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements, covenants, arrangements, communications, representations or understanding by any party that are not fully expressed in this agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this agreement be waived, except by written instrument signed by the party to be charged or its agent, duly authorized in writing, or as otherwise expressly permitted in this agreement. This is a fully integrated agreement.

8.3 Voluntary Agreement

The Parties represent that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each Party signs this Agreement freely, voluntarily, and with a complete and full understanding of its terms. Both parties have cooperated in the drafting and preparation of this Agreement. If there is any construction to be made of this document, the same shall not be construed against either Party.

8.4 Public Agency Authority

Each governmental entity signing this Agreement represents and warrants that the Agreement is executed in compliance with a resolution of the governing entity of said Party, duly adopted by governing entity. Any individual signing this agreement on behalf of the public entity represents and warrants that he/she has full authority to do so.

8.5 Notices

Notices hereunder shall be in writing and shall be given by hand, by first class mail, or by certified mail, return receipt requested, to the following address, provided that any party may change its address for such notices upon written notice to the other party.

**TO THE CITY:**  
City of Clearwater Library  
ATTN: Barbara Pickell  
P.O. Box 4748

**TO THE COLLEGE:**  
St. Petersburg College  
ATTN: General Counsel’s Office  
P.O. Box 13489

Clearwater, Florida 33758-4748

St. Petersburg, Florida 33733

**WITH COPY TO:**

City Attorney's Office  
ATTN: Library Designee  
P.O. Box 4748  
Clearwater, Florida 33758-4748

**8.6 Applicable Law, Jurisdiction, and Venue**

The validity, effect, intendment and construction of this Agreement shall be governed by the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**8.7 Approval of Budget into Next Fiscal Year**

The Parties recognize that the continuation of this Agreement after the close of any given Fiscal year of each Party shall be subject to the approval of the budget of each Party providing an appropriation covering the item as an expenditure. Neither the City nor the College represents that future budget items will actually be adopted, that determination being that of each Party's governing bodies at the time of the adoption of each Party's annual budget.

**8.8 Public Records/Student Records**

The provisions of Chapter 119, Florida Statutes, the Family Educational Rights and Privacy Act, and Section 1002.225, Florida Statutes, shall apply to this Agreement.

**8.9 Nondiscrimination**

The Parties agree to be bound by applicable city, state and federal laws, rules and regulations governing Equal Employment Opportunity and Nondiscrimination, as well as the College's Equal Opportunity Statement, located in the Board of Trustees Rules and College Procedures (<https://www.spcollege.edu/eaeo>) and as amended during the span of this Operating Agreement and/or the Intergovernmental Agreement, is incorporated herein by reference.

**8.10 Amendments**

The Parties may revise this Agreement only through a written amendment signed by authorized representatives of both Parties and, if required, approved by their governing bodies.

#### 8.11 Exhibits

Each exhibit to this Agreement is an essential part hereof and is hereby incorporated herein by reference. Any amendments or revisions to such exhibits, even if not physically attached hereto, shall be treated as if a part of this Agreement if such amendments or revisions specifically reference this Agreement and are executed by the Parties.

#### 8.12 Waiver

No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

#### 8.13 Survival

All obligations (including indemnity obligations) or rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

#### 8.14 Binding Effect and Entire Agreement

This writing together with the exhibits hereto constitutes the entire agreement between the Parties and shall inure to the benefit of their respective successors and assigns. No change to this Agreement will be valid, unless made by supplemental written agreement executed by both Parties.

#### 8.15 No Third Party Beneficiary

Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

#### 8.16 Headings

The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

#### 8.17 Understanding and Drafting of Agreement

The parties hereto, and each of them, further represent that they have carefully read this Agreement, have consulted with their own legal counsel, know and understand the contents of this Agreement, and that each party hereto signs this Agreement freely, voluntarily, and with a full understanding of its terms. This Agreement has been drafted and negotiated by the City and College and the same shall not be construed against either party.

#### 8.18 Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any other part of any section of this Agreement provided that the Parties continue to enjoy the intended benefits for which they entered into this Agreement.

**[This section is intentionally left blank; signature page follows.]**

OPERATIONS AGREEMENT FOR THE SHARED USE LIBRARY LOCATED  
ON THE ST. PETERSBURG COLLEGE—CLEARWATER CAMPUS AT 2465  
DREW STREET, CLEARWATER, FLORIDA

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Camilo A. Soto  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

WITNESSES: (as to College)

\_\_\_\_\_  
  
\_\_\_\_\_

THE BOARD OF TRUSTEES OF  
ST. PETERSBURG COLLEGE

By: \_\_\_\_\_  
William D. Law, Jr.,  
College President and Secretary of Board of Trustees

## EXHIBIT A

Asphalt/Parking Lot/Reseal/Restripe	10yr. cycle
Asphalt Replacement	15 yr. cycle
Automatic Doors (500M cycles)	5 yr
Carpet	15 yrs
Painting interior	15 yrs
Painting exterior	10 yrs.
Electric Relamp (Interior)	3 yrs.
Electric Relamp (Exterior)	4 yrs.
Furniture Systems/Cubicles	15 yrs.
Furniture Public	8 yrs.
Landscape Plants/hardscape	10 yrs.
Millwork	15 yrs.

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *WDL*  
**SUBJECT:** Juvenile Welfare Board of Pinellas County – New Programming/Services Expansion or Enhancement

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Juvenile Welfare Board of Pinellas County (JWB), by St. Petersburg College for the New Programming/Services Expansion or Enhancement funding opportunity. Permission is also sought to accept an estimated \$252,369 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

The purpose of this program is to support the academic success of children below the age of 18 in Pinellas County. Targeting the Midtown community, SPC will partner with area K-12 schools, non-profits, churches and other community organizations to develop the Midtown Educational Ecosystem (Ecosystem). Building off SPC's current services to youth in the community including tutoring, college tours and outreach activities, this project will utilize a structured, collaborative and intentional approach to out-of-class academic support in Midtown. The Ecosystem program will be focused on three main components: 1) Tutoring - expanding the current program provided at SPC's Midtown Campus to increase the number of youth being tutored from 20 to 100 per week and the number of days programming is provided, through a well-planned tutoring program using paid tutors, not only growing the number served but the quality and impact of the tutoring; 2) College/Career Exploration – expanding SPC's current college exposure experiences to elementary, middle and high school students to include additional on-campus tours and visits to the elementary schools by SPC staff and students, while integrating a structured career exploration component; 3) Community Engagement - further engaging community leaders to identify and address the needs of the community as they relate to student success and identify ways to leverage partnerships, resources and relationships to better serve youth in the community. As part of the program, SPC will incorporate support for tutors to serve at satellite locations, such as local churches, and also data tracking of student performance as a result of tutoring services and other grant activities. By serving more K-12 students, broadening the impact of services and responding to expressed needs strategically through coordinated partnerships, the Ecosystem will ultimately impact the goal of increasing student success.

The estimated period of performance will be from October 1, 2015 through September 30, 2016. The total project budget is projected to be \$252,369 over a one-year period. See attached Information Summary for additional information.

Tonjua Williams, Senior Vice President, Student Services; Suzanne L. Gardner, General Counsel; Kevin Gordon, Provost, Downtown/Midtown Campuses; and Tyrone Clinton, Associate Provost, Midtown Campus, recommend approval.

Attachment  
ks0831153

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** September 15, 2015

**Funding Agency or Organization:** Juvenile Welfare Board of Pinellas County

**Name of Competition/Project:** New Programming/Services Expansion or Enhancement

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 10/1/15      **End:** 9/30/16

**Administrator:** Kevin Gordon

**Manager:** Tyrone Clinton

**Focus of Proposal:**

Led by St. Petersburg College, the Midtown Educational Ecosystem (Ecosystem) is a collaboration of community partners and K-12 schools coming together to address the academic needs of young people in Midtown. The goal of this project is to increase student success in school by providing a structured, collaborative and intentional approach to the out-of-class educational support of youth in the Midtown Community. The Ecosystem will address the barriers that are impeding academic achievement in Midtown by expanding educational activities and support, that are documented as promising creating opportunities for exposure to career and college planning and developing strategic collaborations and community engagement to establish a seamless educational pathways whereby eliminating duplication and maximizing resources.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Personnel	\$ 124,614
Fringe	\$ 18,185
Professional Services	\$ 18,000
Materials and Supplies	\$ 8,600
Participant Costs	\$ 45,500
Travel	\$ 801
Indirect Costs	<u>\$ 36,669</u>
Total Budget	\$ 252,369

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 286,881
Total amount from funder:	\$ 252,369

Amount/value of match:

Cash: N/A

In-kind: \$34,512 - *Difference between SPC's federally negotiated modified indirect cost rate (33%) and the JWB reimbursable cost maximum (17%)*

Required match or cost sharing:

No  Yes

Voluntary match or cost sharing:

No Yes

Source of match/cost sharing:

General Operating Budget

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Equipment:

N/A

Services:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

N/A

**College Values, Strategic Initiatives and Activities Addressed:**

Value(s):

1. Student Focus
2. Academic Excellence
3. Outstanding Service
4. Diversity
5. Partnership

Strategic Initiative(s):

1. Outreach
2. Student Engagement
3. Student Support

Strategic Activity(ies):

1. Student Success and Out of Classroom Support

September 15, 2015

## MEMORANDUM

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** National Endowment for the Arts – Challenge America Fast Track Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, by St. Petersburg College to the National Endowment for the Arts (NEA) for the Challenge America Fast Track grant opportunity. Permission is also sought to accept \$10,000 in funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

The NEA Challenge America Fast Track program exists to extend the reach of the arts to underserved populations that have limited access to the arts due to geography, ethnicity, economics, or disability. In response to this, SPC proposes Midtown Recording Arts Program (M-RAP) at the Royal Theater, the expansion of a partnership between the College's Music Industry/Recording Arts (MIRA) program; EMIT, a nonprofit presenter of adventurous music and educational workshops; and Boys and Girls Club of the Suncoast. This partnership provides instruction in recording arts and music production for middle-school aged youth in St. Petersburg's Midtown community at the Royal Theater.

M-RAP at the Royal Theater provides culturally relevant educational experiences for Midtown youth, a population that is passionate about music but has limited access to the instruction, equipment and facilities required to compose and produce it. The program's technical aspects will provide youth with the additional benefits of developing and applying skills in STEM, critical thinking, problem solving and teamwork/project management.

The estimated period of performance is January 1, 2016 through December 31, 2016. The total project budget is estimated at \$10,000 over a one-year period. A minimum 1:1 match is required, of which SPC is contributing \$8,000. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; and Jonathan Steele, Dean, Humanities & Fine Arts, recommend approval.

Attachment  
js0831153

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** September 15, 2015

**Funding Agency or Organization:** National Endowment for the Arts (NEA)

**Name of Competition/Project:** National Endowment for the Arts – Challenge America Fast Track Program

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 1/1/16 **End:** 12/31/16

**Administrator:** Jonathan Steele

**Manager:** David Manson

**Focus of Proposal:**

Known as the Midtown Recording Arts Program (M-RAP) at the Royal Theater, SPC’s proposal is an expansion of a partnership between the College’s Music Industry/Recording Arts (MIRA) program; EMIT, a nonprofit presenter of adventurous music and educational workshops; and Boys and Girls Club of the Suncoast. This expanded partnership will provide one-on-one and workshop instruction in recording arts and music production for middle- and high-school aged youth in St. Petersburg’s Midtown community at the Royal Theater; keyboard instruction and field trips to the MIRA program at the St. Petersburg/Gibbs campus.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Equipment & Supplies	<u>\$ 10,000.00</u>
Total Budget	\$ 10,000.00

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 26,000.00
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Total amount from funder:	\$ 10,000.00
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Amount/value of match:	Cash: \$10,000.00
	In-kind: \$ 6,000.00

Required match or cost sharing:	No	Yes <input checked="" type="checkbox"/>
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Voluntary match or cost sharing:	N/A
Source of match/cost sharing:	SPC (\$8,000 General Funds slated for grants); EMIT (\$2,000 cash, \$1,000 in-kind); Boys & Girls Club (\$5,000 in-kind)
Negotiated indirect cost:	N/A
(Fixed) administrative fee:	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other:	N/A

**College Values, Strategic Initiatives and Activities Addressed:**

Values:	<ol style="list-style-type: none"> <li>1. Academic Excellence</li> <li>2. Partnerships</li> <li>3. Diversity</li> </ol>
Strategic Initiatives:	<ol style="list-style-type: none"> <li>1. Outreach</li> <li>2. Student Engagement</li> </ol>
Strategic Activity:	<ol style="list-style-type: none"> <li>1. Encourage Partnerships</li> </ol>

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** U.S. Department of Education – First in the World Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Education, by Lone Star College in partnership with St. Petersburg College for the First in the World (FITW) grant. Permission is also sought to accept an estimated \$383,226 in funding over a four-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

The purpose of the First in the World initiative is to support the development, replication, and dissemination of innovative solutions and evidence for what works in addressing persistent and widespread challenges in postsecondary education for students who are at risk for not persisting in and completing postsecondary programs.

In response to this mission, SPC partnered with Lone Star College in Texas, Achieving the Dream and Burning Glass Technologies to design a program known as Industry Driven Experiential Authentic Learning (IDEAL). The program focuses on a rigorous study of two prime interventions that combined will offer an intentional approach to improving teaching and learning for at-risk students pursuing a Science, Technology, Engineering and Math (STEM) education, with the help and commitment of industry throughout the process: 1) integrating authentic experiential learning in the classroom; and 2) using technology and data analytics for student reflection and assessment. The goal is to improve student comprehension, confidence and completion in STEM related degrees and increase success rates of STEM industry credentials obtained by students.

The estimated period of performance will be from October 1, 2015 through September 30, 2019. The total project budget is projected to be approximately \$1,954,729. Of this amount, the College anticipates receiving approximately \$383,226 for its services over this same period. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction & Academic Programs; Suzanne L. Gardner, General Counsel; and Sharon Setterlind, Dean, College of Computer and Information Technology, recommend approval.

Attachment  
js0831153

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

<b>Date of BOT Meeting:</b>	September 15, 2015	
<b>Funding Agency or Organization:</b>	U.S. Department Education	
<b>Name of Competition/Project:</b>	First in the World	
<b>SPC Application or Sub-Contract:</b>	Sub-Contract	
<b>Grant/Contract Time Period:</b>	<b>Start:</b> 10/1/15	<b>End:</b> 09/30/19
<b>Administrator:</b>	Sharon Setterlind	
<b>Manager:</b>	John Long	

**Focus of Proposal:**

Lone Star College and St. Petersburg College came together with Achieving the Dream and Burning Glass Technologies as a means to help improve student comprehension, confidence and completion in their STEM degrees and increase success rates of industry credentials obtained by students. Industry Driven Experiential Authentic Learning (IDEAL) focuses on two prime interventions that combined will offer an innovative approach to improving teaching and learning with the help and commitment of industry throughout the process: 1) integrating authentic experiential learning in the classroom; and 2) using technology and data analytics for student reflection and assessment. A four-tiered plan for implementation includes: 1) authentic experiences using progressive work-based learning strategies; 2) electronic portfolios for reflection and data capture for improved analysis and validation; 3) faculty professional development to improve teaching and learning practices in the two intervention areas; and 4) employer engagement in all levels of the process.

First in the World is a rigorous study to determine what works in higher education to improve student success. It is anticipated that the Consortium will serve 465 students as part of a treatment group over the four-year program period, with SPC serving an estimated 120 of that total. Target populations include community college students, including women and minorities, which are of high need and in demand by STEM related industries, particularly manufacturing and information technology industries.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Personnel	\$ 220,486
Fringe	\$ 72,990
Travel	\$ 16,790
Supplies	\$ 7,200
Other – Marketing Materials; Testing	\$ 65,760
Total Budget	\$ 383,226

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 383,226  
Total amount from funder: \$ 383,226

Amount/value of match: Cash: N/A  
In-kind: N/A

Required match or cost sharing: No  Yes  
Voluntary match or cost sharing: No  Yes  
Source of match/cost sharing: N/A  
Negotiated indirect cost: N/A  
(Fixed) administrative fee: N/A  
Software/materials: N/A  
Equipment: N/A  
Services: N/A  
Staff Training: N/A  
FTE: N/A  
Other: N/A

**College Values, Strategic Initiatives and Activities Addressed:**

Values: 1. Academic Excellence  
2. Student Focus  
3. Professional Development  
4. Innovation

Strategic Initiatives: 1. Instructional Support  
2. Student Engagement  
3. Improved Processes

Strategic Activities: 1. Revitalization of Distance Learning Accelerated Degree Programs  
2. Overall Performance Data Integration  
3. Comprehensive Staff Training  
4. Student Success and Out of Classroom Support

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President *WDL*  
**SUBJECT:** Florida Education Fund - Center of Excellence Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Education Fund by St. Petersburg College for the Center of Excellence Program (COEP) grant opportunity. Permission is sought to accept an estimated \$21,000 in funding over one year for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

Previously known as the McKnight Programs in Higher Education, the Florida Education Fund's mission is to strengthen the larger community by creating and implementing programs and services that lead to institutional enhancement and greater educational advancement for historically underrepresented groups. In furthering this mission, Centers of Excellence Programs (COEP) were established statewide to engage the community by intervening in the lives of minority school children at an early age so that they will not lose interest in education and will continue to succeed in public school as well as in postsecondary education.

The four primary components of the COEP are: 1) developing Academic Enrichment Centers where students will receive after-school assistance with homework/tutoring to build skills in language arts/communication and mathematics; 2) recognizing high achieving students and inducting them into the National Achievers Honor Society; 3) sponsoring countywide and regional Black History Competition, Culture Brain Bowl, mathematics, and spelling competitions and 4) participating in the Annual Statewide Brain Bowl Competitions and Florida National Achievers Society Summit. Local organizational resources, such as churches and recreation centers, will be enlisted by the College to assist in achieving the program goals. Approximately 200 students will be served by the Center's various activities.

The award funds will be used to pay consultants, and to support program activities toward goal achievement. Other major expenditures include transportation costs associated with field trips for educational and cultural events; student activity costs; student/parent seminars and meeting expenses; and costs for materials, printing and supplies.

The estimated period of performance will be from July 1, 2015 through June 30, 2016. The total project budget is projected to be \$21,000.00 over a one-year period. See attached Information Summary for additional information.

Tonjua Williams, Senior Vice President, Student Services; Suzanne L. Gardner, General Counsel; and Linda L. Hogans, Executive Director, Retention Services, recommend approval.

Attachment  
ks0831153

**BOT INFORMATION SUMMARY  
GRANTS/RESTRICTED FUNDS CONTRACTS**

**Date of BOT Meeting:** September 15, 2015

**Funding Agency or Organization:** Florida Education Fund

**Name of Competition/Project:** Center of Excellence Program (COEP)

**SPC Application or Sub-Contract:** SPC Application

**Grant/Contract Time Period:** **Start:** 7/1/15 **End:** 6/30/16

**Administrator:** Tonjua Williams

**Manager:** Linda L. Hogans

**Focus of Proposal:**

The Center of Excellence Program (COEP) utilizes group achievement strategies to increase African-American and other historically under-represented students who enter higher education. The COEP includes 4 components: 1) National Achievers Society; 2) Academic Enrichment Centers; 3) Black History and Culture Brain Bowl and Mathematics Brain Bowl Competition; and 4) an Annual Statewide Brain Bowl Competitions and Florida National Achievers Society Summit.

**Budget for Proposal:**

(Only Major categories—This is an estimated budget description based on expected funding and services. Specific budget categories may vary as the funding amount and/or services change.)

Salaries & Benefits (OPS)	\$ 1,781
Printing/Copying/Office Supplies	\$ 175
Seminars/Meetings	\$ 200
Travel	\$ 6,200
Student Activities Cost (materials & supplies)	\$ 12,244
Other Expenses	<u>\$ 400</u>
Total Budget	\$ 21,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 21,000
Total amount from funder:	\$ 21,000

Amount/value of match:	Cash:	N/A
	In-kind:	N/A

Required match or cost sharing:	No	<input checked="" type="checkbox"/>	Yes
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Voluntary match or cost sharing:	No	X	Yes
Source of match/cost sharing:	N/A		
Negotiated indirect cost:	N/A		
(Fixed) administrative fee:	N/A		
Software/materials:	N/A		
Equipment:	N/A		
Services:	N/A		
Staff Training:	N/A		
FTE:	N/A		
Other:	N/A		

**College Values, Strategic Initiatives and Activities Addressed:**

Value(s):	<ol style="list-style-type: none"> <li>1. Student Focus</li> <li>2. Academic Excellence</li> <li>3. Outstanding Service</li> <li>4. Diversity</li> </ol>
Strategic Initiative(s):	<ol style="list-style-type: none"> <li>1. Outreach</li> <li>2. Student Engagement</li> <li>3. Student Support</li> </ol>
Strategic Activity(ies):	<ol style="list-style-type: none"> <li>1. Student Success and Out of Classroom Support</li> </ol>

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Approval of Energy Performance Contract and Related Financing Agreements, Project 186-V-11-9, Chiller Plant Renovation, Allstate Center

**Approval is requested for the Energy Performance Contract with Johnson Controls, Inc., and associated financing agreements with Bank of America for the renovation of the Allstate chiller plant and to issue all necessary purchase orders to continue with design and construction activities. At its May, 2015 meeting the Board was presented with preliminary documents related to this project. Request is for approval of the final contract documents.**

This renovation project is being funded via the Energy Performance Contracting delivery method. Under this approach, the significant energy savings that will be derived as a result of the newly installed equipment will be used to pay for a large portion of the project over the course of a 20 year payback period. An initial capital investment by the college will be used to reduce the amount to be financed.

The total contract amount is \$2,864,526 with an initial capital investment during construction of \$1,353,011.82, leaving \$1,511,514.18 to be funded and paid from the energy savings derived over the term of the 20 year contract. Construction is expected to be completed in early 2016. The project is subject to reviews for all appropriate building codes and other mandatory requirements.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; recommend approval.

Attachments

**EQUIPMENT LEASE/PURCHASE AGREEMENT  
(ESCROW ACCOUNT)**

This Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of September 17, 2015, and entered into between Banc of America Public Capital Corp, a Kansas corporation ("*Lessor*"), and St. Petersburg College Board of Trustees, a body corporate and politic existing under the laws of the State of Florida ("*Lessee*").

**WITNESSETH:**

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

*Section 1.01. Definitions.* The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means \$1,511,514.18. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with proceeds from Lessee if any, to acquire the Equipment.

"*Acquisition Period*" means the period ending five (5) business days prior to March 17, 2016.

"*Agreement*" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"*Commencement Date*" means the date when Lessee's obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

"*Contract Rate*" means the rate identified as such in the Payment Schedule.

*“Equipment”* means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

*“Equipment Costs”* means the total cost of the Equipment, including related costs such as freight, installation and taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition and/or financing of the Equipment.

*“Equipment Schedule”* means the equipment schedule attached hereto as Exhibit A and made a part hereof.

*“Escrow Account”* means the account established and held by the Escrow Agent pursuant to the Escrow Agreement, if any.

*“Escrow Agreement”* means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

*“Escrow Agent”* means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

*“Event of Default”* means an Event of Default described in Section 12.01.

*“Lease Term”* means the Original Term and all Renewal Terms, with the final Rental Payment due on September 13, 2035.

*“Lessee”* means the entity referred to as Lessee in the first paragraph of this Agreement.

*“Lessor”* means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01, or the Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

*“Material Adverse Change”* means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement

*“Original Term”* means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

*“Payment Schedule”* means the payment schedule attached hereto as Exhibit B and made a part hereof.

“*Renewal Terms*” means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee’s fiscal year.

“*Rental Payments*” means the basic rental payments payable by Lessee hereunder pursuant to Section 4.01, consisting of a principal component and an interest component.

“*State*” means the State of Florida.

“*Taxable Rate*” means an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Termination Value*” means the amount provided in the Payment Schedule.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

## ARTICLE II

*Section 2.01. Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

- (a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement and the Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Escrow Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or the following fiscal year. The financial statements described in subsection (g) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement or the Escrow Agreement. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's rights and benefits under this Agreement and the Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

### ARTICLE III

*Section 3.01. Lease of Equipment.* Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, transfers and lets to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

*Section 3.02. Continuation of Lease Term.* Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

*Section 3.03. Nonappropriation.* Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's expense the Equipment to Lessor at the location(s) to be specified by Lessor.

*Section 3.04. Conditions to Lessor's Performance.*

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Escrow Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Escrow Agent;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;

(iv) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) A copy of a fully completed and executed Form 8038-G;

(ix) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(x) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Agreement and the Escrow Agreement shall be subject to: (i) no Material Adverse Change since the date of this Agreement, and (ii) no Event of Default having occurred and continuing.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent.

**ARTICLE IV**

*Section 4.01. Rental Payments.* Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. If any Rental Payment or other amount payable hereunder is not paid within 10 days of its due date, Lessee shall pay an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less.

*Section 4.02. Interest and Principal Components.* A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

*Section 4.03. Rental Payments to Constitute a Current Expense of Lessee.* Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee. **THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OR AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE HEREUNDER.**

*Section 4.04. Rental Payments to be Unconditional.* Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

*Section 4.05. Tax Covenants.*

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of

Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Escrow Account within six (6) months after the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Termination Value as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Termination Value and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Termination Value.

*Section 4.06. Event of Taxability.* Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “*Event of Taxability*” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

*Section 4.07. Mandatory Prepayment.* Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate (in the form attached hereto as Exhibit E), shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

## ARTICLE V

### *Section 5.01. Delivery, Installation and Acceptance of Equipment.*

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said

acceptance by executing and delivering to Lessor an "Acceptance Certificate" in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices (and proof of payment of such invoices) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee.

*Section 5.02. Quiet Enjoyment of Equipment.* So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

*Section 5.03. Location; Inspection.* Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

*Section 5.04. Use and Maintenance of the Equipment.* Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor.

## ARTICLE VI

*Section 6.01. Title to the Equipment.* During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of

Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment by Lessee pursuant to Section 10.01, Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

*Section 6.02. Personal Property.* Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

## ARTICLE VII

*Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

*Section 7.02. Insurance.* Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and additional insured and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks

reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Termination Value of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$1,000,000 per occurrence/\$3,000,000 in the aggregate for bodily injury and property damage coverage, and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided that*, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit F. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

*Section 7.03. Risk of Loss.* Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

*Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and

shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

*Section 7.05. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

*Section 8.01. Damage, Destruction and Condemnation.* If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to purchase the Equipment in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired

pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise its option to purchase the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

*Section 8.02. Insufficiency of Net Proceeds.* If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Termination Value for the Equipment, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

## ARTICLE IX

*Section 9.01. Disclaimer of Warranties.* Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

*Section 9.02 Vendor's Agreements; Warranties.* Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

## ARTICLE X

*Section 10.01. Purchase Option.* Lessee shall have the option to purchase all, but not less than all, of the Equipment, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the Payment Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in the Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing hereunder plus the then applicable Termination Value, which may include a prepayment premium on the unpaid balance as set forth in the Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Termination Value (or, in the event such purchase occurs on a date other than a Rental Payment date, the sum of (i) the Termination Value relating to the Rental Payment immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such purchase, plus all other amounts then owing hereunder); or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

After payment of the applicable Termination Value and all other amounts owing hereunder, Lessor's interests in and to such Equipment will be terminated and Lessee will own the Equipment free and clear of Lessor's interest in the Equipment.

## ARTICLE XI

*Section 11.01. Assignment by Lessor.*

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its interest in the Equipment and Escrow Account, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to

evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an “accredited investor” within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Agreement with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor’s interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor’s interest in and to the Escrow Account, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) business days after its receipt of such request.

***Section 11.02. Assignment and Subleasing by Lessee. None of Lessee’s right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement or the Escrow Account may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor’s prior written consent shall be null and void.***

## ARTICLE XII

***Section 12.01. Events of Default Defined.*** Any of the following events shall constitute an “Event of Default” under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

*Section 12.02. Remedies on Default.* Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at

such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments due hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or to any or all of the Equipment or the Escrow Account.

*Section 12.03. No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

### ARTICLE XIII

*Section 13.01. Notices.* All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

*Section 13.02. Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

*Section 13.03. Severability.* In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

*Section 13.04. Amendments, Changes and Modifications.* This Agreement may only be amended by Lessor and Lessee in writing.

*Section 13.05. Execution in Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 13.06. Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State.

*Section 13.07. Captions.* The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

*Section 13.08 Public Records.* All documents, papers, letters or other material made or received in conjunction with this Agreement shall be subject to the public records provisions of Chapter 119, Florida Statutes

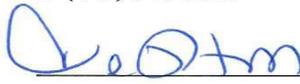
*[Remainder of Page Intentionally Left Blank]*

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:  
Banc of America Public Capital Corp  
11333 McCormick Road  
Hunt Valley II  
M/C MD5-032-07-05  
Hunt Valley, MD 21031  
Attention: Contract Administration  
Fax No.: (443) 541-3057

LESSEE:  
St. Petersburg College Board of Trustees  
P.O. Box 13489  
St. Petersburg, Florida 33733  
Attention: General Counsel's Office  
Fax No.: (727) 341-3366

By:  \_\_\_\_\_  
Name: Terri Preston  
Title: Authorized Agent

By: \_\_\_\_\_  
Name: William D. Law, Jr.  
Title: College President and Secretary of  
the Board of Trustees

(Seal)

Attest:

By: \_\_\_\_\_  
Name: Brian P. Miles  
Title: Associate General Counsel,  
St. Petersburg College

*[Signature Page of Equipment Lease/Purchase Agreement]*

List of Exhibits

- Exhibit A -- Equipment Schedule
- Exhibit B -- Payment Schedule
- Exhibit C-1 -- Form of Authorizing Resolution
- Exhibit C-2 -- Form of Incumbency and Authorization Certificate
- Exhibit D -- Form of Opinion of Counsel Form
- Exhibit E -- Form of Acceptance Certificate
- Exhibit F -- Form of Self-Insurance Certificate
- Exhibit G -- Reserved
- Exhibit H -- Form of Notice and Acknowledgement of Assignment
- Exhibit I -- Form of Escrow and Account Control Agreement

**EXHIBIT A**  
**EQUIPMENT SCHEDULE**

Location of Equipment: St. Petersburg College, Allstate Center, 3200 34th Street South, St. Petersburg, Florida 33711

Equipment Description (Scope of Work): Acquisition, construction and installation of water and energy conservation measures (collectively, the “Equipment”) under a guaranteed savings energy performance contract between Lessee and Johnson Controls, Inc., dated as of August 18, 2015.

**EXHIBIT B**  
**Payment Schedule**

<b>Year</b>	<b>Date</b>	<b>Funding</b>	<b>Rental Payment Amount</b>	<b>Principal Component</b>	<b>Interest Component</b>	<b>Outstanding Balance</b>
	9/17/2015	1,511,514.18				1,511,514.18
1	4/13/2016		5,811.20	(23,609.12)	29,420.32	1,535,123.30
1	5/13/2016		5,811.20	1,459.77	4,351.43	1,533,663.53
1	6/13/2016		5,811.20	1,463.90	4,347.30	1,532,199.63
1	7/13/2016		5,811.20	1,468.05	4,343.15	1,530,731.58
1	8/13/2016		5,811.20	1,472.21	4,338.99	1,529,259.36
1	9/13/2016		5,811.20	1,476.39	4,334.81	1,527,782.98
1	10/13/2016		5,811.20	1,480.57	4,330.63	1,526,302.41
1	11/13/2016		5,811.20	1,484.77	4,326.43	1,524,817.64
1	12/13/2016		5,811.20	1,488.98	4,322.22	1,523,328.66
1	1/13/2017		5,811.20	1,493.20	4,318.00	1,521,835.46
1	2/13/2017		5,811.20	1,497.43	4,313.77	1,520,338.03
1	3/13/2017		5,811.20	1,501.68	4,309.52	1,518,836.35
2	4/13/2017		5,948.87	1,643.60	4,305.27	1,517,192.75
2	5/13/2017		5,948.87	1,648.26	4,300.61	1,515,544.49
2	6/13/2017		5,948.87	1,652.93	4,295.94	1,513,891.56
2	7/13/2017		5,948.87	1,657.62	4,291.25	1,512,233.94
2	8/13/2017		5,948.87	1,662.32	4,286.55	1,510,571.62
2	9/13/2017		5,948.87	1,667.03	4,281.84	1,508,904.59
2	10/13/2017		5,948.87	1,671.75	4,277.12	1,507,232.84
2	11/13/2017		5,948.87	1,676.49	4,272.38	1,505,556.35
2	12/13/2017		5,948.87	1,681.25	4,267.62	1,503,875.10
2	1/13/2018		5,948.87	1,686.01	4,262.86	1,502,189.09
2	2/13/2018		5,948.87	1,690.79	4,258.08	1,500,498.30
2	3/13/2018		5,948.87	1,695.58	4,253.29	1,498,802.72
3	4/13/2018		6,090.01	1,841.53	4,248.48	1,496,961.19
3	5/13/2018		6,090.01	1,846.75	4,243.26	1,495,114.44
3	6/13/2018		6,090.01	1,851.98	4,238.03	1,493,262.45
3	7/13/2018		6,090.01	1,857.23	4,232.78	1,491,405.22
3	8/13/2018		6,090.01	1,862.50	4,227.51	1,489,542.72
3	9/13/2018		6,090.01	1,867.78	4,222.23	1,487,674.95
3	10/13/2018		6,090.01	1,873.07	4,216.94	1,485,801.87
3	11/13/2018		6,090.01	1,878.38	4,211.63	1,483,923.49
3	12/13/2018		6,090.01	1,883.71	4,206.30	1,482,039.79
3	1/13/2019		6,090.01	1,889.04	4,200.97	1,480,150.74
3	2/13/2019		6,090.01	1,894.40	4,195.61	1,478,256.34
3	3/13/2019		6,090.01	1,899.77	4,190.24	1,476,356.57
4	4/13/2019		6,234.71	2,049.85	4,184.86	1,474,306.72
4	5/13/2019		6,234.71	2,055.67	4,179.04	1,472,251.05
4	6/13/2019		6,234.71	2,061.49	4,173.22	1,470,189.56
4	7/13/2019		6,234.71	2,067.34	4,167.37	1,468,122.23
4	8/13/2019		6,234.71	2,073.20	4,161.51	1,466,049.03
4	9/13/2019		6,234.71	2,079.07	4,155.64	1,463,969.96
4	10/13/2019		6,234.71	2,084.97	4,149.74	1,461,884.99
4	11/13/2019		6,234.71	2,090.88	4,143.83	1,459,794.12
4	12/13/2019		6,234.71	2,096.80	4,137.91	1,457,697.32
4	1/13/2020		6,234.71	2,102.75	4,131.96	1,455,594.57

Year	Date	Funding	Rental Payment Amount	Principal Component	Interest Component	Outstanding Balance
4	2/13/2020		6,234.71	2,108.71	4,126.00	1,453,485.86
4	3/13/2020		6,234.71	2,114.68	4,120.03	1,451,371.18
5	4/13/2020		6,383.04	2,269.01	4,114.03	1,449,102.17
5	5/13/2020		6,383.04	2,275.44	4,107.60	1,446,826.73
5	6/13/2020		6,383.04	2,281.89	4,101.15	1,444,544.85
5	7/13/2020		6,383.04	2,288.36	4,094.68	1,442,256.49
5	8/13/2020		6,383.04	2,294.84	4,088.20	1,439,961.64
5	9/13/2020		6,383.04	2,301.35	4,081.69	1,437,660.29
5	10/13/2020		6,383.04	2,307.87	4,075.17	1,435,352.42
5	11/13/2020		6,383.04	2,314.41	4,068.63	1,433,038.01
5	12/13/2020		6,383.04	2,320.97	4,062.07	1,430,717.03
5	1/13/2021		6,383.04	2,327.55	4,055.49	1,428,389.48
5	2/13/2021		6,383.04	2,334.15	4,048.89	1,426,055.33
5	3/13/2021		6,383.04	2,340.77	4,042.27	1,423,714.56
6	4/13/2021		8,302.41	4,266.77	4,035.64	1,419,447.79
6	5/13/2021		8,302.41	4,278.87	4,023.54	1,415,168.92
6	6/13/2021		8,302.41	4,291.00	4,011.41	1,410,877.93
6	7/13/2021		8,302.41	4,303.16	3,999.25	1,406,574.77
6	8/13/2021		8,302.41	4,315.36	3,987.05	1,402,259.41
6	9/13/2021		8,302.41	4,327.59	3,974.82	1,397,931.82
6	10/13/2021		8,302.41	4,339.86	3,962.55	1,393,591.96
6	11/13/2021		8,302.41	4,352.16	3,950.25	1,389,239.81
6	12/13/2021		8,302.41	4,364.49	3,937.92	1,384,875.31
6	1/13/2022		8,302.41	4,376.87	3,925.54	1,380,498.45
6	2/13/2022		8,302.41	4,389.27	3,913.14	1,376,109.17
6	3/13/2022		8,302.41	4,401.71	3,900.70	1,371,707.46
7	4/13/2022		8,551.48	4,663.26	3,888.22	1,367,044.20
7	5/13/2022		8,551.48	4,676.48	3,875.00	1,362,367.72
7	6/13/2022		8,551.48	4,689.74	3,861.74	1,357,677.98
7	7/13/2022		8,551.48	4,703.03	3,848.45	1,352,974.95
7	8/13/2022		8,551.48	4,716.36	3,835.12	1,348,258.59
7	9/13/2022		8,551.48	4,729.73	3,821.75	1,343,528.87
7	10/13/2022		8,551.48	4,743.14	3,808.34	1,338,785.73
7	11/13/2022		8,551.48	4,756.58	3,794.90	1,334,029.15
7	12/13/2022		8,551.48	4,770.06	3,781.42	1,329,259.09
7	1/13/2023		8,551.48	4,783.58	3,767.90	1,324,475.50
7	2/13/2023		8,551.48	4,797.14	3,754.34	1,319,678.36
7	3/13/2023		8,551.48	4,810.74	3,740.74	1,314,867.62
8	4/13/2023		8,808.02	5,080.92	3,727.10	1,309,786.70
8	5/13/2023		8,808.02	5,095.32	3,712.70	1,304,691.38
8	6/13/2023		8,808.02	5,109.76	3,698.26	1,299,581.61
8	7/13/2023		8,808.02	5,124.25	3,683.77	1,294,457.36
8	8/13/2023		8,808.02	5,138.77	3,669.25	1,289,318.59
8	9/13/2023		8,808.02	5,153.34	3,654.68	1,284,165.25
8	10/13/2023		8,808.02	5,167.95	3,640.07	1,278,997.31
8	11/13/2023		8,808.02	5,182.60	3,625.42	1,273,814.71
8	12/13/2023		8,808.02	5,197.29	3,610.73	1,268,617.42
8	1/13/2024		8,808.02	5,212.02	3,596.00	1,263,405.41
8	2/13/2024		8,808.02	5,226.79	3,581.23	1,258,178.61
8	3/13/2024		8,808.02	5,241.61	3,566.41	1,252,937.01
9	4/13/2024		9,072.26	5,520.71	3,551.55	1,247,416.30

Year	Date	Funding	Rental Payment Amount	Principal Component	Interest Component	Outstanding Balance
9	5/13/2024		9,072.26	5,536.35	3,535.91	1,241,879.94
9	6/13/2024		9,072.26	5,552.05	3,520.21	1,236,327.90
9	7/13/2024		9,072.26	5,567.79	3,504.47	1,230,760.11
9	8/13/2024		9,072.26	5,583.57	3,488.69	1,225,176.54
9	9/13/2024		9,072.26	5,599.40	3,472.86	1,219,577.15
9	10/13/2024		9,072.26	5,615.27	3,456.99	1,213,961.88
9	11/13/2024		9,072.26	5,631.18	3,441.08	1,208,330.70
9	12/13/2024		9,072.26	5,647.15	3,425.11	1,202,683.55
9	1/13/2025		9,072.26	5,663.15	3,409.11	1,197,020.40
9	2/13/2025		9,072.26	5,679.21	3,393.05	1,191,341.19
9	3/13/2025		9,072.26	5,695.30	3,376.96	1,185,645.89
10	4/13/2025		9,344.43	5,983.62	3,360.81	1,179,662.27
10	5/13/2025		9,344.43	6,000.58	3,343.85	1,173,661.69
10	6/13/2025		9,344.43	6,017.59	3,326.84	1,167,644.10
10	7/13/2025		9,344.43	6,034.65	3,309.78	1,161,609.45
10	8/13/2025		9,344.43	6,051.75	3,292.68	1,155,557.70
10	9/13/2025		9,344.43	6,068.91	3,275.52	1,149,488.80
10	10/13/2025		9,344.43	6,086.11	3,258.32	1,143,402.69
10	11/13/2025		9,344.43	6,103.36	3,241.07	1,137,299.33
10	12/13/2025		9,344.43	6,120.66	3,223.77	1,131,178.67
10	1/13/2026		9,344.43	6,138.01	3,206.42	1,125,040.66
10	2/13/2026		9,344.43	6,155.41	3,189.02	1,118,885.25
10	3/13/2026		9,344.43	6,172.86	3,171.57	1,112,712.39
11	4/13/2026		9,624.76	6,470.68	3,154.08	1,106,241.71
11	5/13/2026		9,624.76	6,489.03	3,135.73	1,099,752.68
11	6/13/2026		9,624.76	6,507.42	3,117.34	1,093,245.26
11	7/13/2026		9,624.76	6,525.87	3,098.89	1,086,719.40
11	8/13/2026		9,624.76	6,544.36	3,080.40	1,080,175.03
11	9/13/2026		9,624.76	6,562.91	3,061.85	1,073,612.12
11	10/13/2026		9,624.76	6,581.52	3,043.24	1,067,030.60
11	11/13/2026		9,624.76	6,600.17	3,024.59	1,060,430.43
11	12/13/2026		9,624.76	6,618.88	3,005.88	1,053,811.55
11	1/13/2027		9,624.76	6,637.64	2,987.12	1,047,173.91
11	2/13/2027		9,624.76	6,656.46	2,968.30	1,040,517.45
11	3/13/2027		9,624.76	6,675.33	2,949.43	1,033,842.12
12	4/13/2027		9,913.51	6,983.00	2,930.51	1,026,859.12
12	5/13/2027		9,913.51	7,002.79	2,910.72	1,019,856.33
12	6/13/2027		9,913.51	7,022.64	2,890.87	1,012,833.69
12	7/13/2027		9,913.51	7,042.55	2,870.96	1,005,791.14
12	8/13/2027		9,913.51	7,062.51	2,851.00	998,728.63
12	9/13/2027		9,913.51	7,082.53	2,830.98	991,646.10
12	10/13/2027		9,913.51	7,102.61	2,810.90	984,543.49
12	11/13/2027		9,913.51	7,122.74	2,790.77	977,420.75
12	12/13/2027		9,913.51	7,142.93	2,770.58	970,277.82
12	1/13/2028		9,913.51	7,163.18	2,750.33	963,114.64
12	2/13/2028		9,913.51	7,183.48	2,730.03	955,931.16
12	3/13/2028		9,913.51	7,203.84	2,709.67	948,727.32
13	4/13/2028		10,210.91	7,521.66	2,689.25	941,205.65
13	5/13/2028		10,210.91	7,542.98	2,667.93	933,662.67
13	6/13/2028		10,210.91	7,564.37	2,646.54	926,098.30
13	7/13/2028		10,210.91	7,585.81	2,625.10	918,512.50

Year	Date	Funding	Rental Payment Amount	Principal Component	Interest Component	Outstanding Balance
13	8/13/2028		10,210.91	7,607.31	2,603.60	910,905.19
13	9/13/2028		10,210.91	7,628.87	2,582.04	903,276.31
13	10/13/2028		10,210.91	7,650.50	2,560.41	895,625.82
13	11/13/2028		10,210.91	7,672.18	2,538.73	887,953.63
13	12/13/2028		10,210.91	7,693.93	2,516.98	880,259.70
13	1/13/2029		10,210.91	7,715.74	2,495.17	872,543.96
13	2/13/2029		10,210.91	7,737.61	2,473.30	864,806.35
13	3/13/2029		10,210.91	7,759.54	2,451.37	857,046.80
14	4/13/2029		10,517.24	8,087.87	2,429.37	848,958.93
14	5/13/2029		10,517.24	8,110.80	2,406.44	840,848.14
14	6/13/2029		10,517.24	8,133.79	2,383.45	832,714.35
14	7/13/2029		10,517.24	8,156.84	2,360.40	824,557.51
14	8/13/2029		10,517.24	8,179.96	2,337.28	816,377.55
14	9/13/2029		10,517.24	8,203.15	2,314.09	808,174.40
14	10/13/2029		10,517.24	8,226.40	2,290.84	799,947.99
14	11/13/2029		10,517.24	8,249.72	2,267.52	791,698.27
14	12/13/2029		10,517.24	8,273.11	2,244.13	783,425.17
14	1/13/2030		10,517.24	8,296.56	2,220.68	775,128.61
14	2/13/2030		10,517.24	8,320.07	2,197.17	766,808.54
14	3/13/2030		10,517.24	8,343.66	2,173.58	758,464.88
15	4/13/2030		10,832.76	8,682.83	2,149.93	749,782.05
15	5/13/2030		10,832.76	8,707.44	2,125.32	741,074.61
15	6/13/2030		10,832.76	8,732.12	2,100.64	732,342.49
15	7/13/2030		10,832.76	8,756.87	2,075.89	723,585.62
15	8/13/2030		10,832.76	8,781.70	2,051.06	714,803.92
15	9/13/2030		10,832.76	8,806.59	2,026.17	705,997.33
15	10/13/2030		10,832.76	8,831.55	2,001.21	697,165.78
15	11/13/2030		10,832.76	8,856.59	1,976.17	688,309.19
15	12/13/2030		10,832.76	8,881.69	1,951.07	679,427.50
15	1/13/2031		10,832.76	8,906.87	1,925.89	670,520.64
15	2/13/2031		10,832.76	8,932.11	1,900.65	661,588.52
15	3/13/2031		10,832.76	8,957.43	1,875.33	652,631.09
16	4/13/2031		11,157.74	9,307.80	1,849.94	643,323.29
16	5/13/2031		11,157.74	9,334.19	1,823.55	633,989.10
16	6/13/2031		11,157.74	9,360.65	1,797.09	624,628.46
16	7/13/2031		11,157.74	9,387.18	1,770.56	615,241.28
16	8/13/2031		11,157.74	9,413.79	1,743.95	605,827.49
16	9/13/2031		11,157.74	9,440.47	1,717.27	596,387.02
16	10/13/2031		11,157.74	9,467.23	1,690.51	586,919.79
16	11/13/2031		11,157.74	9,494.07	1,663.67	577,425.72
16	12/13/2031		11,157.74	9,520.98	1,636.76	567,904.74
16	1/13/2032		11,157.74	9,547.97	1,609.77	558,356.77
16	2/13/2032		11,157.74	9,575.03	1,582.71	548,781.74
16	3/13/2032		11,157.74	9,602.17	1,555.57	539,179.57
17	4/13/2032		11,492.47	9,964.12	1,528.35	529,215.45
17	5/13/2032		11,492.47	9,992.36	1,500.11	519,223.09
17	6/13/2032		11,492.47	10,020.69	1,471.78	509,202.40
17	7/13/2032		11,492.47	10,049.09	1,443.38	499,153.30
17	8/13/2032		11,492.47	10,077.58	1,414.89	489,075.72
17	9/13/2032		11,492.47	10,106.14	1,386.33	478,969.58
17	10/13/2032		11,492.47	10,134.79	1,357.68	468,834.79

Year	Date	Funding	Rental Payment Amount	Principal Component	Interest Component	Outstanding Balance
17	11/13/2032		11,492.47	10,163.52	1,328.95	458,671.27
17	12/13/2032		11,492.47	10,192.33	1,300.14	448,478.94
17	1/13/2033		11,492.47	10,221.22	1,271.25	438,257.72
17	2/13/2033		11,492.47	10,250.19	1,242.28	428,007.53
17	3/13/2033		11,492.47	10,279.25	1,213.22	417,728.28
18	4/13/2033		11,837.24	10,653.15	1,184.09	407,075.13
18	5/13/2033		11,837.24	10,683.35	1,153.89	396,391.78
18	6/13/2033		11,837.24	10,713.63	1,123.61	385,678.14
18	7/13/2033		11,837.24	10,744.00	1,093.24	374,934.14
18	8/13/2033		11,837.24	10,774.46	1,062.78	364,159.68
18	9/13/2033		11,837.24	10,805.00	1,032.24	353,354.68
18	10/13/2033		11,837.24	10,835.63	1,001.61	342,519.06
18	11/13/2033		11,837.24	10,866.34	970.90	331,652.71
18	12/13/2033		11,837.24	10,897.14	940.10	320,755.57
18	1/13/2034		11,837.24	10,928.03	909.21	309,827.54
18	2/13/2034		11,837.24	10,959.01	878.23	298,868.53
18	3/13/2034		11,837.24	10,990.07	847.17	287,878.46
19	4/13/2034		12,192.36	11,376.34	816.02	276,502.12
19	5/13/2034		12,192.36	11,408.59	783.77	265,093.52
19	6/13/2034		12,192.36	11,440.93	751.43	253,652.59
19	7/13/2034		12,192.36	11,473.36	719.00	242,179.23
19	8/13/2034		12,192.36	11,505.88	686.48	230,673.35
19	9/13/2034		12,192.36	11,538.50	653.86	219,134.85
19	10/13/2034		12,192.36	11,571.20	621.16	207,563.65
19	11/13/2034		12,192.36	11,604.00	588.36	195,959.65
19	12/13/2034		12,192.36	11,636.90	555.46	184,322.75
19	1/13/2035		12,192.36	11,669.88	522.48	172,652.87
19	2/13/2035		12,192.36	11,702.96	489.40	160,949.91
19	3/13/2035		12,192.36	11,736.13	456.23	149,213.77
20	4/13/2035		25,116.27	24,693.31	422.96	124,520.46
20	5/13/2035		25,116.27	24,763.31	352.96	99,757.15
20	6/13/2035		25,116.27	24,833.50	282.77	74,923.65
20	7/13/2035		25,116.27	24,903.89	212.38	50,019.76
20	8/13/2035		25,116.27	24,974.48	141.79	25,045.28
20	9/13/2035		25,116.27	25,045.28	70.99	(0.00)
			2,218,602.66	1,511,514.18	707,088.48	

*Contract Rate.* The Contract Rate is 3.40%.

*Purchase Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Purchase Option Commencement Date is April 13, 2016.

*Prepayment Premium.* For purposes of Section 10.01 of the Agreement, the prepayment premium on the unpaid balance of the lease shall equal 2.0%.

**EXHIBIT C-1****FORM OF AUTHORIZING RESOLUTION**

A RESOLUTION OF BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, St. Petersburg College Board of Trustees (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Florida, is authorized by the laws of the State of Florida to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment with a cost not to exceed \$1,511,514.18, constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates)(the "*Lessor*"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the documentation relate to the financing of the Equipment for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Lessee as follows:

*Section 1. Approval of Documents.* The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Associate General Counsel of St. Petersburg College, the execution of such documents being conclusive evidence of such approval; and the College President and Secretary of the Lessee is hereby authorized and directed to execute, and the Associate General Counsel of St. Petersburg College is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the

Associate General Counsel of St. Petersburg College is hereby authorized to affix the seal of the Lessee to such documents.

*Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

*Section 3. No General Liability.* Nothing contained in this Resolution, the Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are special limited obligations of the Lessee as provided in the Agreement.

*Section 4. Appointment of Authorized Lessee Representatives.* The Senior Vice President of Administrative/Business Services and Information Technology and Associate Vice President of Facilities Planning and Institutional Services of St. Petersburg College are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 7. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this \_\_\_\_\_ day  
of 2015.

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES, as  
lessee

[SEAL]

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

William D. Law, Jr., College President and  
Secretary of the Board of Trustees

ATTEST:

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

Brian P. Miles, Associate General Counsel,  
St. Petersburg College

**EXHIBIT C-2**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly appointed and acting Secretary of St. Petersburg College Board of Trustees ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver all documents relating to and delivered in connection with the Equipment Lease/Purchase Agreement dated as of September 17, 2015 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Escrow and Account Control Agreement dated as of September 17, 2015, among Lessor, Lessee and Bank of America, National Association, as Escrow Agent (collectively, the "*Agreements*"), and the Agreements are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Doug Duncan	Senior Vice President, Administrative/Business Services and Information Technology	_____
Jim Waechter	Associate Vice President, Facilities Planning and Institutional Services	_____

Dated: September 17, 2015

By: \_\_\_\_\_  
Name: William D. Law, Jr.  
Title: College President and Secretary of  
the Board of Trustees

ATTEST:

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

Brian P. Miles, Associate General Counsel,  
St. Petersburg College

STATE OF FLORIDA     §  
                                  §  
COUNTY OF PINELLAS   §

This CERTIFICATE was executed before me on \_\_\_\_\_, 2015 by William D. Law, in his capacity as President of St. Petersburg College and Secretary of the St. Petersburg College Board of Trustees, who is personally known to me or produced a \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary Public)

**EXHIBIT D**

**FORM OF OPINION OF COUNSEL TO LESSEE**

September 17, 2015

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 17, 2015, between Banc of America Public Capital Corp, as Lessor, and St. Petersburg College Board of Trustees, as Lessee

Ladies and Gentlemen:

As legal counsel to St. Petersburg College, I have examined (a) an executed counterpart of a certain Equipment Lease/Purchase Agreement (the "*Agreement*"), dated as of September 17, 2015, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and St. Petersburg College Board of Trustees (the "*Lessee*") which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Escrow and Account Control Agreement among Lessor, Lessee, and Bank of America, National Association, as Escrow Agent, dated September 17, 2015 (the "*Escrow Agreement*"), (b) an executed counterpart of the ordinances or resolutions of Lessee which with respect to the transaction contemplated by the Agreement, the Escrow Agreement, and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Escrow Agreement and the documents relating thereto are referred to collectively as the "Transaction Documents."

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

Office of the General Counsel  
District Office  
727-341-3325

Exhibit D  
Form of Opinion of Counsel to Lessee  
Page Two

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian P. Miles". The signature is fluid and cursive, with a prominent initial "B".

Brian P. Miles  
Associate General Counsel

**EXHIBIT E**

**FORM OF ACCEPTANCE CERTIFICATE**

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 17, 2015,  
between Banc of America Public Capital Corp, as Lessor, and St.  
Petersburg College Board of Trustees, as Lessee

Ladies and Gentlemen:

In accordance with the Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement

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

LESSEE:  
St. Petersburg College Board of Trustees

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 17, 2015  
(the "Agreement") between Banc of America Public Capital Corp, as  
Lessor, and St. Petersburg College Board of Trustees, as Lessee

In connection with the above-referenced Agreement, St. Petersburg College Board of Trustees (the "Lessee"), the Lessee warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$875,000.00. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$150,000,000.00.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$300,000.00. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$0.00.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$1,650,000.00. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$(varies).]

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

49748

LESSEE:  
St. Petersburg College Board of Trustees

By: \_\_\_\_\_  
Name: DOUGLAS S. DUNCAN, SR. VICE PRESIDENT  
Title: ADMIN./BUSINESS SVCS & INFORMATION TECHNOLOGY

**EXHIBIT G**  
**RESERVED**

4827-2863-2870.2

**EXHIBIT H**

**FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT**

**DATED** \_\_\_\_\_

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that it has assigned and sold to \_\_\_\_\_ ("*Assignee*") all of Assignor's right, title and interest in, to and under the Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of September 17, 2015, between Assignor and St. Petersburg College Board of Trustees ("*Lessee*"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor's right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated September 17, 2015 (the "*Escrow Agreement*") by and among Lessee, Assignor and Bank of America, National Association, as Escrow Agent, together with the Escrow Account related thereto (collectively, the Assigned Property").

1. Pursuant to the authority of Resolution \_\_\_\_\_ adopted on \_\_\_\_\_, Lessee hereby [consents to and] acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	-	_____
Amount of Each Rental Payment	-	\$ _____
Total Amount of Rents Remaining	-	\$ _____
Frequency of Rental Payments	-	_____

Next Rental Payment Due                    -                    \_\_\_\_\_  
Funds Remaining in Escrow Account       -                    \$ \_\_\_\_\_

4.        The Agreement remains in full force and effect, has not been amended and no nonappropriation or Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5.        Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

LESSEE: ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

[FOR EXHIBIT PURPOSES ONLY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I****Escrow and Account Control Agreement**

This Escrow and Account Control Agreement (this "Agreement"), dated as of September 17, 2015, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), St. Petersburg College Board of Trustees, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of September 17, 2015, between Lessor and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Lease that the Acquisition Amount (\$1,511,514.18) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "St. Petersburg College Board of Trustees Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Funds held in the Escrow Account shall remain uninvested. The parties hereto hereby acknowledge and agree that they will not have any claim or cause of action against the Escrow Agent for its failure to invest the Escrow Fund in an interest bearing or otherwise accreting account and they shall, to the extent permitted by law, indemnify and hold the Escrow Agent harmless from any such claim (and any expenses incurred defending such claim) asserted, as applicable, by any of their respective shareholders, creditors, trustee(s) in bankruptcy or other persons not a party to this Agreement.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection

with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

## 2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and

the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:
  - (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing; (vi) such disbursement shall occur during the Acquisition Period; (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof; and (viii) no Material Adverse Change has occurred since the date of the execution and delivery of the Lease.
2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and
3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp  
11333 McCormick Road  
Mail Code: MD5-032-07-05  
Hunt Valley, MD 21031  
Attn: Contract Administration  
Fax: (443) 541-3057

If to Lessee: St. Petersburg College  
P.O. Box 13489  
St. Petersburg, FL 33733  
Attn: General Counsel's Office  
Fax: 727-341-3366

If to Escrow Agent  
Bank of America, National Association  
Global Custody and Agency Services  
135 S. LaSalle Street  
IL4-135-18-51  
Chicago, Illinois 60603  
Attention: Alice Wolan  
Fax: (312) 453-4443  
Email address

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties hereto consent to jurisdiction in the State of Florida and venue in any state or Federal court located in the City of St. Petersburg, Florida.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

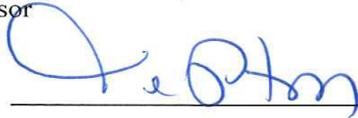
Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process;

15. Notwithstanding any language in this Agreement, any indemnity or hold harmless provided by Lessee is subject to the extent and limitations of Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Lessee may have to such claims.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp  
as Lessor

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

Name: Terri Preston

Title: Authorized Agent

St. Petersburg College Board of Trustees  
as Lessee

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

Name: William D. Law, Jr.

Title: College President and Secretary of  
the Board of Trustees

Bank of America, National Association  
As Escrow Agent

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

Name: THOMAS POPOVICS

Title: Vice President

**SCHEDULE 1**  
**to the Escrow and Account Control Agreement**

**FORM OF DISBURSEMENT REQUEST**

Re: Equipment Lease/Purchase Agreement dated as of September 17, 2015, by and between Banc of America Public Capital Corp, as Lessor and St. Petersburg College, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of September 17, 2015 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), St. Petersburg College ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: \_\_\_\_\_

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP  
as Lessor under the Lease

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-1**

**FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE**

**INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly appointed and acting Secretary of St. Petersburg College Board of Trustees ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver all documents relating to and delivered in connection with the Equipment Lease/Purchase Agreement dated as of September 17, 2015 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Escrow and Account Control Agreement dated as of September 17, 2015, among Lessor, Lessee and Bank of America, National Association, as Escrow Agent (collectively, the "*Agreements*"), and the Agreements are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Doug Duncan	Senior Vice President, Administrative/Business Services and Information Technology	_____
Jim Waechter	Associate Vice President, Facilities Planning and Institutional Services	_____

Dated: September 17, 2015

By: \_\_\_\_\_  
Name: William D. Law, Jr.  
Title: College President and Secretary of  
the Board of Trustees

ATTEST:

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

Brian P. Miles, Associate General Counsel,  
St. Petersburg College

STATE OF FLORIDA     §  
                                  §  
COUNTY OF PINELLAS   §

This CERTIFICATE was executed before me on \_\_\_\_\_, 2015 by William D. Law, in his capacity as President of St. Petersburg College and Secretary of the St. Petersburg College Board of Trustees, who is personally known to me or produced a \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary Public)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

**EXHIBIT A-2**

**Escrow and Account Control Agreement dated as of September 17, 2015, by and among Banc of America Public Capital Corp, Lessor, St. Petersburg College Board of Trustees, as Lessee and Bank of America, National Association, Escrow Agent**

**Certificate of Authorized Representatives – [Lessor]**

<b>Name:</b> <u>Terri Preston</u>	<b>Name:</b> <u>Nancy Nusenko</u>
<b>Title:</b> <u>Authorized Agent</u>	<b>Title:</b> <u>Authorized Agent</u>
<b>Phone:</b> <u>443-541-3642</u>	<b>Phone:</b> <u>443-541-3646</u>
<b>Facsimile:</b> <u>443-541-3057</u>	<b>Facsimile:</b> <u>443-541-3057</u>
<b>E-mail:</b> <u>Terri.Preston@baml.com</u>	<b>E-mail:</b> <u>Nancy.a.nusenko@baml.com</u>
<b>Signature:</b> _____	<b>Signature:</b> _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

<b>Name:</b> <u>Nancy K. Hepner</u>	<b>Name:</b> <u>Arlene Sobieck</u>
<b>Title:</b> <u>Authorized Agent</u>	<b>Title:</b> <u>Authorized Agent</u>
<b>Phone:</b> <u>443-541-3645</u>	<b>Phone:</b> <u>443-541-3643</u>
<b>Facsimile:</b> <u>804-553-2407</u>	<b>Facsimile:</b> <u>443-541-3057</u>
<b>E-mail:</b> <u>Nancy.k.hepner@baml.com</u>	<b>E-mail:</b> <u>Arlene.sobieck@baml.com</u>
<b>Signature:</b> _____	<b>Signature:</b> _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date: \_\_\_\_\_

4842-1596-6758.4

**PERFORMANCE CONTRACT**

This Performance Contract (this "Agreement") is made this 18<sup>th</sup> day of August, 2015 between:

**PARTIES**

JOHNSON CONTROLS INC. ("IC")

49765

the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.
5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.
6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. To the extent required by law, Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.
7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. **NO OTHER EXPRESS OR**

IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.
10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

Asbestos-Containing Materials: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

Other Hazardous Materials: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint

and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

**Environmental Indemnity:** To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10. Any indemnity or hold harmless provided by Customer is subject to the extent and limitations of Section 768.28, Florida Statutes, and nothing in this Agreement shall act as a waiver of Customer's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Customer may have to such claims.

- 11. CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.
- 12. CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:
- (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
  - (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
  - (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

**13. INSURANCE.** JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	\$5,000,000 Per Occurrence \$5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

**14. INDEMNIFICATION.** To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement. Any indemnity or hold harmless provided by Customer is subject to the extent and limitations of Section 768.28, Florida Statutes, and nothing in this Agreement shall serve as a waiver of Customer's sovereign immunity beyond that provided in Section 768.28, Florida Statutes, or as a waiver of any other defense Customer may have to such claims.

**15. LIMITATION OF LIABILITY.** NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

**16. FORCE MAJEURE.** Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

**17. JCI'S PROPERTY.** All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any

purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

- 18. DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in Pinellas County, Florida. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.
- 19. GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.
- 20. MODIFICATIONS.** Additions, deletions, and modifications to this Agreement may be made upon the mutual agreement of the parties in writing. The parties contemplate that such modifications may include, but are not limited to, the installation of additional improvement measures, energy conservation measures, facility improvement measures, and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned or operated by the Customer. These modifications may take the form of additional phases of work or modifications to the original scope of Work or Services.
- 21. OTHER AGENCIES.** The parties mutually agree that this Agreement, to form, may be utilized by any other "Agency", as defined by Florida Statutes 489.145 or 1013.23, to enter into their own Performance Contract with JCI. Other agencies electing to utilize this agreement shall negotiate their specific scope, terms, conditions and additional schedules, directly with JCI in all respects. Customer will in no way be liable for the other agency's agreement.
- 22. CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.
- 23. FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.
- 24. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

- 25. POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.
- 26. SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.
- 27. COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
- 28. HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.
- 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.
- 30. NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202; and to Customer at St. Petersburg College, ATTN: General Counsel's Office, P.O. Box 13489, St. Petersburg, Florida 33733.
- 31. BOND.** In accordance with the provisions of Section 255.05, Florida Statutes, JCI shall provide to Customer a public construction bond, providing for the full performance provisions and full labor and material payment provisions, each in an amount not less than the value of the project JCI is being hired to complete. All bonds shall identify the Board of Trustees of St. Petersburg College, Pinellas County, Florida, as the owner and shall identify the project for which the bond is submitted. All bonds must be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statutes. The agent signing the bond shall hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney shall be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

To be acceptable to the Customer as surety for the public construction bond, the surety company shall comply with the following:

1. The surety company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing the surety company to write surety bonds in the State of Florida.
2. The surety company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.

- 4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- 5. If the contract award amount exceeds \$500,000, the surety company shall maintain at least a policy holder's rating of A in the latest issue of Best's Key Rating Guide.
- 6. The surety company shall name Bank of America Public Capital Corp., 11333 McCormick Road, Hunt Valley, MD 21031 as a co-obligee on the above-referenced public construction bond.

**ST. PETERSBURG COLLEGE**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**

Signature:   
Printed Name: STEVEN A. STANITZKE  
Title: REGIONAL VP + GM  
Date: 8/4/15

**SCOPE OF WORK**

**CENTRAL PLANT UPGRADES**

Replace three existing chillers and associated chilled water pumps with two new 400-ton magnetic bearing centrifugal water-cooled chillers and one new 180-ton scroll chiller.

Replace the existing cooling tower and associated condenser pumps with two new cooling towers and three new condenser pumps.

Replace the existing heating water boiler and associated pumps with one new condensing boiler and four new heating water pumps.

Convert the existing constant volume chilled water piping arrangement to a variable primary flow arrangement. The four existing constant volume chilled water pumps will be replaced with three new variable speeds chilled water pumps (one pump for back up) to provide the variable primary flow operation. In addition, 25 three way valves on the air-handlers will be replaced with new two-way pressure independent valves. These modifications will allow the chilled water plant to provide a variable primary flow operation.

At the direction of SPC, the existing cooling tower grey water make-up piping will be disconnected and domestic water piping will be connected. The cost of the domestic water usage and the change in chemical usage is not factored into the project savings or operational costs. It should also be noted that the savings associated with this ECM only accounted for reduced energy consumption due to increased chiller efficiency, pumping reconfiguration to a variable primary system, and sequencing of the chiller loads.

Energy savings were not analyzed for the replacement of cooling towers because the existing cooling tower fans currently operate with variable frequency drives (VFDs), which will be representative of the new cooling tower fans that operate with variable frequency drives (VFDs).

Energy savings were not analyzed for the replacement of condenser water pumps because the existing condenser water pump motors' nominal efficiency is representative of motor efficiencies manufactured today.

This scope includes the work included in Table 1.

**Table 1: Location of Work**

Site	Building	Size (SF)	Notes
SPC, FL	Allstate/Central Plant	133,816	Install three chillers, two cooling towers, one condensing boiler, fourteen water pumps, fourteen variable frequency drives, and twenty-five 2-way pressure independent valves

**PROPOSED OPERATIONS AND CONDITIONS AFTER IMPLEMENTATION**

The new central plant equipment will provide chilled and heating water to the Allstate and Firing Range facility via variable volume flow pumping arrangement.

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Customer Initials: \_\_\_\_\_

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**Schedule 1**

The new central plant will consist of the following equipment.

New Equipment (see Table 2 below for detailed sizes):

- Two York 400-ton magnetic bearing centrifugal chillers and one York 180-ton scroll chiller heat pump
- Two counter flow cooling towers with variable airflow
- Natural gas fired condensing boiler
- Three variable primary chilled water pumps (one pump is standby)
- Two variable constant volume primary chilled water pumps (one pump is standby)
- Three condenser water pumps (one pump is standby)
- Two variable primary hot water pumps (one pump is standby)
- Two variable secondary hot water pumps
- Two heat recovery pumps (one pump is standby)

Chillers: The new chillers will provide tempered chilled water to the Allstate and Firing Range facilities via a variable volume (flow rate), primary pumping arrangement.

The York 180-ton scroll heat pump chiller will be enabled and controlled based on the heating/reheating demand during periods where the cooling demand is sufficient. In other words, the heat pump chiller will only operate in the heating mode, reducing power and energy consumption as exists in the existing system configuration and operation. The remaining cooling demand will be shifted to the high performance York magnetic bearing centrifugal chillers.

The two York 400-ton centrifugal chillers will be enabled to satisfy the remaining cooling demand.

Cooling Towers: The two new counter flow cooling towers will be elevated via a steel platform to improve overall circulation. The tower fan motors will be controlled via variable speed drives for heat rejection control.

At the direction of SPC, the existing cooling tower grey water make-up piping will be disconnected and domestic water piping will be connected. The cost of the domestic water usage and the change in chemical usage is not factored into the project savings or operational costs.

Boiler: The new natural gas condensing boiler (hot water) will be enabled when the heat pump chiller cannot meet the heating demand or if the heat pump chiller fails.

Air-handlers: Twenty-five chilled and heating water 3-way control valves will be replaced with 2-way pressure independent valves.

Terminal Units: No modifications will be implemented.

Table 2 summarizes the proposed equipment, its location, and size for this ECM.

**Table 2: Proposed Equipment and Size**

Site	Building	Equipment	Quantity	Size	Type	Notes
SPC, FL	Allstate/Central Plant	Chillers	3	(2) 400-tons (1) 180-tons	Water-Cooled	
SPC, FL	Allstate/Central Plant	Cooling Tower w/filtration	2	4860 MBH	Counter flow	1
SPC, FL	Allstate/Central Plant	Boiler	1	2500 MBH	Condensing	

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Customer Initials: \_\_\_\_\_

**Schedule 1**

Site	Building	Equipment	Quantity	Size	Type	Notes
SPC, FL	Allstate/Central Plant	Primary Chilled Water Pumps	3	(3) 40-hp/each	Horizontal-end suction-split coupled	1
SPC, FL	Allstate/Central Plant	Condenser Water Pumps	3	(3) 20-hp/each	Horizontal-end suction-split coupled	1
SPC, FL	Allstate/Central Plant	Primary Heating Pumps	2	(2) 5-hp/each	Vertical-in-line-closed coupled	1
SPC, FL	Allstate/Central Plant	Secondary Heating Pumps	2	(2) 15-hp/each	Horizontal-end suction-split coupled	1
SPC, FL	Allstate/Central Plant	Heat Recovery Heating Loop	2	(2) 5-hp/each	Horizontal-end suction-split coupled	1
SPC, FL	Allstate/Central Plant	Heat Recovery Cooling Loop	2	(2) 5-hp/each	Horizontal-end suction-split coupled	1
SPC, FL	Main/Firing Range	Control Valves	25	TBD	2-Way Pressure Independent	
SPC, FL	Allstate/Central Plant	Variable Frequency Drives	14	See Notes in Table	Trane	

Notes:

1. Provided with variable speed drive.

**CONCEPTUAL DESIGN**

Conceptual design of this ECM involved developing design drawings (30% completion), equipment selection, demolition plans, interconnection with existing services, and installation of new equipment, start-up, and final testing. All design drawings, product submittals, and shop drawing documents related to the central plant will be approved by Johnson Controls.

**INCLUSIONS**

The scope of work for this ECM includes the following:

- Engineered mechanical design drawings will be developed during the first few weeks of construction.
- Equipment selection.
- Temporary chiller will be onsite during construction.
- Removal and disposal of existing effected mechanical equipment.
- Provision and installation of the new equipment listed in Table 2 Proposed Equipment and Size and as indicated in the mechanical drawings.
- Connection with existing electrical MCC panels.
- Connection with existing condenser water piping as indicated in the mechanical drawings located in Appendix B.

Johnson Controls, Inc. Initials: 

Customer Initials: \_\_\_\_\_

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**Schedule 1**

- Connection with existing chilled water piping as indicated in the mechanical drawings located in Appendix B.
- Connection with Utility Management Control System as indicated in the building automation scope of work located in Appendix B.
- Start-up.
- Testing and balancing of the chilled/condenser water systems.
- Training.

**EXCLUSIONS**

The scope of work for this ECM excludes the following:

- Replacing or repairing of existing chilled/condenser water piping and/or insulation not identified in the engineering drawings.
- Existing electrical system modifications not identified in the scope.
- Testing for or removal/abatement/encapsulation of hazardous materials such as lead based paint or asbestos.
- Costs associated with delays and work stoppages beyond the control and without the fault or negligence of Johnson Controls or its subcontractors.
- Water balance beyond the chilled/condenser water systems. This ECM does not include air balance throughout the existing HVAC systems that remain in place.
- It is St Pete College's responsibility to maintain, repair, paint or bring up to code any buildings identified requiring construction/work and not specifically identified by area/building in the scope of this ECM.
- Third-party commissioning costs or contractor labor to help support a third-party commissioning beyond the efforts included as part of the testing and balancing, and equipment start-up.
- Overtime work caused by unforeseen circumstances, such as an act of God or scheduling changes by Government. (The cost difference between the cost of overtime work wages and normal time work [(overtime rate – normal rate) x hours] will be the responsibility of the Government.)
- Overtime work due to normal business hour access delays caused by St Pete College staff or others.

**DRAWINGS**

The new conceptual central plant layout is shown at the end of section. This drawing is not for construction and modifications / alterations may apply.

**CODE ANALYSIS**

It is the sole responsibility of SPC to meet all state and/or local code building requirements. Johnson Controls is not responsible for the buildings and/or its components.

**DATA SHEETS OF MAJOR ELEMENTS**

Data sheets for the proposed equipment are provided in the appendix.

**APPENDIX INFORMATION (ELECTRONIC)**

ECM 2.1 Appendix documentation includes the following:

Appendix A – Savings

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- Appendix B – Specs/Data Sheet/Drawings
- Appendix C – Scope/Bid Docs
- Appendix D – Baseline and Measurement Data
- Appendix E – Final IGA & Contract Docs

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## ASSURED PERFORMANCE GUARANTEE

### I. PROJECT BENEFITS

**A. Certain Definitions.** For purposes of this Agreement, the following terms have the meanings set forth below:

**Annual Project Benefits** are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

**Annual Project Benefits Realized** are the Project Benefits actually realized for any one year of the Guarantee Term.

**Annual Project Benefits Shortfall** is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

**Annual Project Benefits Surplus** is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

**Baseline** is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

**Guarantee Term** will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

**Installation Period** is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

**Measured Project Benefits** are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

**Non-Measured Project Benefits** are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

**Project Benefits** are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

**Total Project Benefits** are the projected Project Benefits to be achieved during the entire term of this Agreement.

**B. Project Benefits Summary.** Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$44,415 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$2,309,267 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$2,353,682, as set forth in the Total Project Benefits table below.

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**Total Project Benefits**

Year	Utility Cost Avoidance*	Operations & Maintenance Cost Avoidance**	Future Capital Cost Avoidance**	Total Annual Project Benefits
1	\$ 85,941	\$ 8,883	-	\$ 94,824
2	\$ 88,519	\$ 8,883	-	\$ 97,402
3	\$ 91,175	\$ 8,883	-	\$ 100,058
4	\$ 93,910	\$ 8,883	-	\$ 102,793
5	\$ 96,727	\$ 8,883	-	\$ 105,610
6	\$ 99,629	-	-	\$ 99,629
7	\$ 102,618	-	-	\$ 102,618
8	\$ 105,697	-	-	\$ 105,697
9	\$ 108,867	-	-	\$ 108,867
10	\$ 112,134	-	-	\$ 112,134
11	\$ 115,498	-	-	\$ 115,498
12	\$ 118,962	-	-	\$ 118,962
13	\$ 122,531	-	-	\$ 122,531
14	\$ 126,207	-	-	\$ 126,207
15	\$ 129,993	-	-	\$ 129,993
16	\$ 133,893	-	-	\$ 133,893
17	\$ 137,910	-	-	\$ 137,910
18	\$ 142,047	-	-	\$ 142,047
19	\$ 146,309	-	-	\$ 146,309
20	\$ 150,698	-	-	\$ 150,698
<b>Total</b>	<b>\$ 2,309,267</b>	<b>\$ 44,415</b>	<b>-</b>	<b>\$2,353,682</b>

\*Utility Cost Avoidance includes Measured Project Benefits. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.

\*\* Operations & Maintenance Cost Avoidance Benefits are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of zero (0%).

Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

**Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its**

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## Schedule 3

*responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.*

**C. Project Benefits Shortfalls or Surpluses.**

- (i) Project Benefits Shortfalls. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.\*
- (ii) Project Benefits Surpluses. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, Customer keeps it.
- (iii) Additional Improvements. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

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**II. NON-MEASURED PROJECT BENEFITS**

The sources of non-measured project benefits are described in the table below. While there may be future capital cost avoidance benefits, these benefits are not stipulated in this contract.

*Customer has furnished the following information to JCI as noted, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.*

ECM Description	Description	Year 1 Operations & Maintenance Cost Avoidance (b)	Guarantee Years**
ECM 2.1	Operational and Maintenance Savings*	\$8,882	5
<b>TOTAL</b>		<b>\$8,882</b>	

Notes:

\*see detailed description below for each item.

**ECM 2.1 Operational & Maintenance Benefits**

Maintenance records/costs were requested and received for this ECM. Avoided maintenance repair costs have been approved by the customer and are utilized in the financial model for the performance contract. The avoidance cost was developed by utilizing four years (from 2011-2014) of recorded maintenance and repair expenses as shown in table below. The repair expenditures were averaged over four years. The proposed annual repair cost avoidance is shown on Table 2.

**Proposed Annual Repair Cost Avoidance**

Maintenance Expenditure Items	Recorded Time-line	Average (\$/Yr)
Water Pumps and Chillers	2011-2014	\$8,882.79

Note: The avoided repair cost will be utilized for 5 years in the financial model. The new chillers will have a five year parts and labor warranty included in the PC contract.

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### III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder.

#### Option B

#### Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:

#### ECM 2.1 – CENTRAL PLANT UPGRADE

The savings for this ECM will be verified using IPMVP Option B, Retrofit Isolation with All Parameter Measurement. The savings for this ECM are generated through a reduction in energy used by the central plant; therefore the measurement boundary is the central plant system itself. However, the effect on the cooling tower, condenser water pumping, heating water pumps, and natural gas boiler is considered to be minimal and was not included in this analysis, which included chillers and chilled water pumps only.

Power monitors were placed on three chillers to measure the power requirements and loading at five minutes intervals and were left in place for 30 days. These monitors recorded the amperage, power, voltage, and power factor. Knowledge of the chillers was used to interpret these results and apply them to the savings calculations. During Baseline measurement, only two chillers were operable, the RTHA180 and RTHA255. The inoperable chiller was assumed to have the same operating characteristics as the RTHA255

Testing of the existing chilled water pumps was performed by NEBB certified T&B Company to determine the existing flow rates and pressure drops of the pumps. The existing conditions were then plotted on a pump curve used to determine pump efficiency and water horsepower. These values were utilized in the analysis. Details are presented in the IGA report.

For plant tonnage, supply and return temperatures were trended in the controls system at five minutes intervals and utilized with the chilled water flow rates determined from testing. As indicated in Appendix D, several of the water temperatures were verified by installing surface temperature loggers, recorded at five minutes intervals. Details are presented in the IGA report.

A performance curve was developed for these existing chillers using all of this information, and these curves can be seen in the following figures

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Figure 1: Existing Heat Pump Chiller Performance Curve

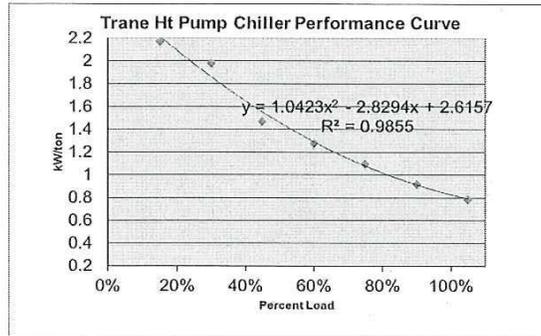
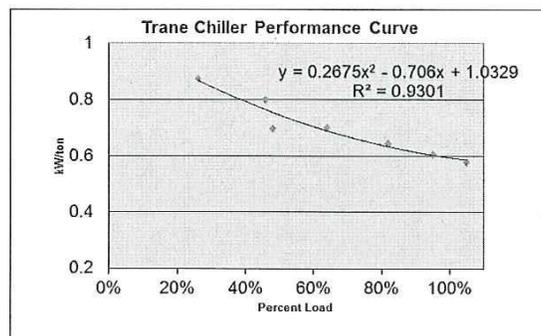


Figure 2: Existing Chiller (1&2) Performance Curve



Current transformers (CT's) were placed on primary and secondary chilled water pumps to measure the frequency of use and loading. These current transformers recorded amperage at five minute intervals, while trends were set-up in the existing building automation system to confirm operation. During this time, the primary pumps were staged to operate with each chiller, whereas the secondary water pumps remained in operation 24/7. During the logging and trending period, the logged amperage values of the secondary chilled water pumps remained consistent, indicating furthermore the pumps and system is operating 24/7 which is consistent with the constant flow system that was expected.

The cooling tower fans are served by VFDs. Savings from replacing this existing equipment with new cooling towers that have VFDs were not calculated. These savings are considered to be minimal, and measurement of this savings was not considered to be a wise investment.

The Condenser Water Pumps were tested, logged, and statuses were trended in the building automation system. The condenser pump operation was consistent with the other plant equipment operation and motor efficiency was comparative with new motors. The Condenser Water Pump replacements savings are considered to be minimal, and measurement of these savings was not considered to be a wise investment.

The existing natural gas boiler (heating water) is enabled when the outdoor temperature falls below a minimum threshold and/or the heat pump chiller cannot meet the heating demand. During discussions with facilities, it was stated that the heat pump chiller provides the necessary heating/reheating demands, and the boiler is only utilized during extremely cold weather or the heat pump chiller fails. The boiler replacement savings are considered to be minimal, and measurement of these savings was not considered to be a wise investment.

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Measurement data are included in **Appendix D** within IGA report.

The baseline chilled water loads and heating loads are based on short-term measurements taken during the IGA, and engineering analysis. It is agreed that the minimum annual chilled water usage and heating load will never be less than this extrapolated values shown below:

	ANNUAL	
	Cooling Load (Ton-hrs)	Heating Load (kBTU)
Central Plant Baseline*	2,473,607	3,883,585

\* Baseline weather data file is presented in Appendix section within IGA report.

Based on analysis conducted and documented during IGA, it is agreed that the corresponding baseline ("existing") chiller plant operates as outlined below in the savings calculations methodology. Actual measured chilled water loading will be plugged into these equations to update the pre-retrofit plant energy usage under performance period operating conditions. The proposed ECM performance was modeled base on new equipment performance and will be updated in the performance period using actual measured kW data.

The customer will provide hourly trended data via EMCS will be provided in excel exportable format for JCI's review and analysis. If the data are not provided for any time period it will be assumed that the savings have been met for that time period. Johnson Controls will spot measure the kW consumption of the chilled water pumps at various Variable Frequency Drive (VFD) speeds. These measurements will be used to demonstrate the correlation between pumping VFD speed and kW. The kWh used by the chillers and the Btu delivered will be totalized and the totalized value will be recorded on an hourly basis as well as operating condition via frequency trends (Hz) on the VFDs at the retrofitted pumps. At least quarterly, trended data will be reviewed by Johnson Controls. Chilled water load and outside air temperatures will be used to weather adjust the baseline model to allow a direct comparison with the measured data. Trend data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations. Johnson Controls will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate the impact of or replace the lost data.

**Note:** Per customer notification to JCI, as communicated during IGA phase, the existing cooling tower gray water make-up piping will be disconnected and domestic water piping will be connected. The cost of the domestic water usage and the associated chemical treatment is not factored into the project savings or operating costs.

Any disabling or overriding of equipment operation that negatively affects savings will result in an adjustment of savings. Shortfalls occur as a result of Johnson Controls actions or failure to act or from the chiller plant upgrades included in the Scope of Work not meeting expectations.

The savings calculations will be updated to reflect the actual performance of upgraded chiller plant as part of this ECM. Operation and Maintenance (O&M) records provided by customer will be reviewed annually to ensure proper maintenance is taking place as recommended by equipment manufacturer(s).

### Savings Calculation Methodology

The central plant model was developed utilizing a Microsoft Excel® spreadsheet. The plant heating and cooling **average** (not peak) loads, chiller and pump performance were developed in the model with the measurements and assumptions listed in Investment Grade Audit (IGA) Report

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Equations for Calculating Savings

Baseline Chiller Plant Loading Allocation			
Chiller Plant Load	Chiller 3	Chiller 2	Chiller 1
<180 Tons	100%	-	-
≥180 and <430 Tons	50%	50%	-
≥430 Tons	33.3%	33.3%	33.3%

$$\text{Chilled Water Plant Load (Tons)} = 0.0265 * OAT^2 + 1.3332 * OAT + 37.851$$

Where:

OAT is the Dry Bulb outside air temperature

Please note: In the performance period, measured chilled water plant load will be used to update savings, but in the case of data gaps, the relationship to outside air temperature may be used in lieu of missing data. However, this chilled water plant load will not drop below the annual ton hours outlined earlier in this section. Final cooling load (ton hours) and/or heating load (MBH) will be based on either the minimum floor or higher actual level, adjusted by effective utility rate calculated based upon estimated annual savings and corresponding utility rate structure as presented in Section IV below.

$$\text{Existing Chillers 1 \& 2 (kW)} = \text{Load} * (0.268 * \% \text{ Load}^2 - 0.706 * \% \text{ Load} + 1.033)$$

Where:

Load is the load on the chiller in Tons

% Load is the load on the chiller divided by total chiller capacity (250 Tons)

$$\text{Existing Heat Pump Chiller 3 (kW)} = \text{Load} * (1.4023 * \% \text{ Load}^2 - 2.8294 * \% \text{ Load} + 2.6157)$$

Where:

Load is the load on the chiller in Tons

% Load is the load on the chiller divided by total chiller capacity (180 Tons)

Existing Pumping (kW)

$$= \text{Secondary Pumping kW} + \text{Chiller 1} \frac{\text{On}}{\text{Off}} * \text{Primary Pump 1 (kW)} + \text{Chiller 2} \frac{\text{On}}{\text{Off}} * \text{Primary Pump 2 (kW)} + \text{Chiller 3} \frac{\text{On}}{\text{Off}} * \text{Primary Pump 3 (kW)}$$

Where:

Secondary Pumping kW is constant at 52.57 kW

Primary Pump 1 (kW) is constant at 8.61 kW whenever Chiller 1 is running

Primary Pump 2 (kW) is constant at 8.19 kW whenever Chiller 2 is running

Primary Pump 3 (kW) is constant at 10.22 kW whenever Chiller 3 is running

$$\text{Existing Plant (kWh)} = \sum_{\text{hourly}} \text{Chiller 3 (kW)} + \text{Chiller 2(kW)} + \text{Chiller 1(kW)} + \text{Pumping(kW)}$$

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## Schedule 3

Where:

Chiller 3 is Existing Heat Pump Chiller 3 (kW) per hour  
 Chiller 2 is Existing Chiller 1 & 2 (kW) per hour  
 Chiller 1 is Existing Chiller 1 & 2 (kW) per hour  
 Pumping is Existing Primary & Secondary Pumping (kW) per hour

**Proposed Plant (kWh)**

$$= \sum_{\text{hourly}} \text{Chiller } 3_{\text{prop}} (\text{kW}) + \text{Chiller } 2_{\text{prop}} (\text{kW}) + \text{Chiller } 1_{\text{prop}} (\text{kW}) + \text{Pumping}_{\text{prop}} (\text{kW})$$

Where:

$\text{Chiller } 3_{\text{prop}}$  is the new Heat Pump Chiller 3 (kW) per hour [Measured]  
 $\text{Chiller } 2_{\text{prop}}$  is the new Chiller 2 (kW) per hour [Measured]  
 $\text{Chiller } 1_{\text{prop}}$  is the new Chiller 1 (kW) per hour [Measured]  
 $\text{Pumping}_{\text{prop}}$  is the new variable primary pumping (kW) per hour from correlation of measured kW data at specific speeds

$$\text{Chiller Plant Savings (kWh)} = \text{Existing Plant (kWh)} - \text{Proposed Plant (kWh)}$$

$$\text{Chiller Plant Savings (\$)} = \text{Chiller Plant Savings}_{\text{hourly}} (\text{kWh}) * \text{Effective kWh rate}$$

Refer to Evaluation Study & Investment Grade Audit Report (IGA) for detailed calculations.

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**CHANGES IN USE OR CONDITION; ADJUSTMENT TO BASELINE  
AND/OR ANNUAL PROJECT BENEFITS**

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies; (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises; (iii) a change to utility services to all or any portion of the premises; or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement.

Such a change, expansion, addition, or condition would include, but is not limited to: (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises; (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises; (c) changes or modifications to the Improvement Measures or any related equipment; (d) changes to the M&V Services provided under this Agreement; (e) failure of any portion of the premises to meet building codes; (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing; (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI); (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi-governmental entity; or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises.

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments and/or corrections to the project as a result of the changes, plus all reasonable and documented out-of-pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

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**IV. BASELINE CALCULATIONS AND UTILITY RATES**

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility are directly from the utility rate structure. They were checked against actual utility bills from a 24 month period beginning November 2012 and ending October 2014.

On Peak/Off-Peak	\$ per Energy (kWh)	\$ per Fuel Charge (kWh)	\$ per Demand Charge (kW)
On-Peak	\$0.0513	\$0.0569	\$6.6800
Off-Peak/*Base	\$0.0104	\$0.0378	\$3.7600

\*Base Demand

Where:

	November- March		April - October
On-Peak	Mon-Fri 6am to 10 am	Mon-Fri 6pm to 10pm	Mon-Fri 12pm to 9pm
Off-Peak	All hours not defined as peak		

Based on the rates above, the savings were estimated for this project. An effective rate was then calculated by taking the expected savings in dollars and dividing by the expected kWh savings. The result is the effective rate to be used for the verified chiller plant savings calculation.

Effective rate for savings adjustments: \$0.0658/kWh

**Escalation Rates**

Baseline utility rates and O&M Cost savings will be escalated annually through the term of the project by escalation factors as per the table below.

UTILITY/ITEM	ESCALATION RATE
ELECTRIC	3.0%
OPERATION & MAINTENANCE (O&M) COST SAVINGS	0.0%

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V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

Pre-retrofit

Building	Hours of Operation	*Occupied Space Temperature Set point	Unoccupied Space Temperature Set Point
Main	Mon-Thur: 7:00 AM – 11:00 PM Fri: 7:00 AM – 10:00 PM	Cooling: 74 F	Cooling: 80 F
	Sat: Unoccupied Sun: Unoccupied	Heating: 68 F	Heating: 60 F
Firing Range	Mon-Thur: 7:00 AM – 11:00 PM Fri: 7:00 AM – 10:00 PM	Cooling: 74 F	Cooling: 80 F
	Sat: 7:15 AM – 6:00 PM Sun: 11:00 AM – 4:00 PM	Heating: 68 F	Heating: 60 F

\* Optimal start is currently implemented to ensure the occupied space temperature set-points are achieved at the required occupied time.

Post-retrofit

Building	Hours of Operation	*Occupied Space Temperature Set point	Unoccupied Space Temperature Set Point
Main	Mon-Thur: 7:00 AM – 11:00 PM Fri: 7:00 AM – 10:00 PM	Cooling: 74 F	Cooling: 80 F
	Sat: Unoccupied Sun: Unoccupied	Heating: 68 F	Heating: 60 F
Firing Range	Mon-Thur: 7:00 AM – 11:00 PM Fri: 7:00 AM – 10:00 PM	Cooling: 74 F	Cooling: 80 F
	Sat: 7:15 AM – 6:00 PM Sun: 11:00 AM – 4:00 PM	Heating: 68 F	Heating: 60 F

\* Optimal start is currently implemented to ensure the occupied space temperature setpoints are achieved at the required occupied time.

NOTE: Final schedules above provided by Diana Wright, Director of Facilities Services, St. Petersburg College via email dated Friday, May 01, 2015 4:38PM:

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**Schedule 3**

**From:** Diana Wright [mailto:Wright.Diana@spcollege.edu]  
**Sent:** Friday, May 01, 2015 4:38 PM  
**To:** Ashley D Hyatt  
**Subject:** Re: SPC: Building Schedules

*Make the occupied 7am M-F, I'm assuming that the optimal start will make units start earlier to ensure its 74 and not 80 by 7am. End time is fine since we have custodial there until 11:30pm except for Friday. Friday they leave by 10:30 so occupied time should only be until 10pm."*

**VI. MEASUREMENT & VERIFICATION SERVICES**

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:
  - A. an executive overview of the project's performance and Project Benefits achieved to date;
  - B. a summary analysis of the Measured Project Benefits accounting; and
  - C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.
2. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:
  - A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;
  - B. advise Customer's designated personnel of any performance deficiencies based on such information;
  - C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and
  - D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.
3. For specified Improvement Measures, JCI will:
  - A. conduct pre and post installation measurements required under this Agreement;
  - B. confirm the building management system employs the control strategies and set points specified in this Agreement; and
  - C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions.
  - D. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and
  - E. Verify that set up of appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure are in place and/or installed as intended.
  - F. Trend data records maintained in the ordinary course of system operation shall be used and relied upon by Johnson Controls in connection with Project Benefit calculations. Johnson Controls will

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### Schedule 3

use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data are lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, Johnson Controls will use reasonable engineering methods to estimate or replace the lost data.

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Schedule 4

**PRICE AND PAYMENT TERMS**

Customer shall make payments to JCI pursuant to this Schedule 4.

1. Work. The price to be paid by Customer for the Work shall be **\$2,857,026**. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

**First payment due: \$857,108 (30%) due no later than August 21, 2015.** The remainder of the balance payable by the Customer shall be paid in monthly progress payments invoiced based on a documented schedule of values, which progress payments shall include \$495,903.82 of Customer's funds. Payments are due Net-30 days from date of invoice.

2. M&V Services. The total price for JCI's M&V Services, as detailed in Schedule 2 of this Agreement, is \$363,116, provided that Customer chooses to proceed with all service years. This amount will be paid to JCI in annual installments. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term. The invoice for Year 1 of the guarantee will be billed upon authorization of substantial completion. The chart below shows the schedule of payments for Year 1 and each subsequent year.

Year	Amount
Year 1	\$ 13,514
Year 2	\$ 13,919
Year 3	\$ 14,337
Year 4	\$ 14,767
Year 5	\$ 15,210
Year 6	\$ 15,666
Year 7	\$ 16,136
Year 8	\$ 16,620
Year 9	\$ 17,119
Year 10	\$ 17,632
Year 11	\$ 18,161
Year 12	\$ 18,706
Year 13	\$ 19,267
Year 14	\$ 19,845
Year 15	\$ 20,441
Year 16	\$ 21,054
Year 17	\$ 21,685
Year 18	\$ 22,336
Year 19	\$ 23,006
Year 20	\$ 23,696

3. Preventative Maintenance Services Agreement. If Applicable; See Attachment 4 (Preventative Maintenance Services Agreement).

Johnson Controls, Inc. Initials: JS

Customer Initials: \_\_\_\_\_



**CHANGE ORDER**

Performance Contract dated August 18, 2015 between Johnson Controls, Inc. and Customer	Change Order No.	Date (mo/day/yr)
Customer St. Petersburg College		
The above referenced Performance Contract is hereby modified to the extent described below in accordance with the Terms and Conditions of the CHANGE ORDERS section thereof.		
Scope of Work changed as follows:		
Total amount of this Change Order.....		\$
Total Performance Contract amount as revised by this Change Order .....		\$
The time for completion is: <input type="checkbox"/> increased, <input type="checkbox"/> decreased, <input type="checkbox"/> unchanged. The new completion date resulting from this Change Order is:		(mo, day, yr)
[check if applicable] Assured Performance Guarantee changed as follows:		
Unless specifically changed by this Change Order, all terms, conditions and provisions of the above referenced Performance Contract remain unchanged and in full effect.		
<b>JOHNSON CONTROLS, INC.</b>	<b>CUSTOMER</b>	
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
3802 Sugar Palm Dr.  
Tampa, FL 33619

ST. PETERSBURG COLLEGE ("Customer")  
14025 58th St. North  
Clearwater, FL 33760

**PROJECT:** St. Petersburg College – PC Project; Performance Contract dated August 18, 2015 between JCI and Customer

By executing this Certificate of Substantial Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract is substantially complete.
- b. Customer has received the manuals, warranty information, and training required under the Performance Contract.
- c. The following punch list items must be completed by JCI (check as applicable):
  - punch list attached
  - punch list complete
- d. Upon completion of the punch list items, or if such punch list items are complete, JCI and Customer shall sign the Certificate of Final Completion attached hereto.

Dated \_\_\_\_\_, 20\_\_

**CUSTOMER:**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF FINAL COMPLETION**

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
3802 Sugar Palm Dr.  
Tampa, FL 33619

ST. PETERSBURG COLLEGE ("Customer")  
14025 58th St. North  
Clearwater, FL 33760

**PROJECT:** St. Petersburg College – PC Project; Performance Contract dated August 18, 2015 between JCI and Customer

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated \_\_\_\_\_, 20\_\_\_\_

**CUSTOMER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**(See Attached Preventative Maintenance Services Agreement)**

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Selection of Contractors for Construction Services, Miscellaneous Projects  
Collegewide for Projects Ranging from \$35,000 to \$324,999.

At its August 19, 2014 meeting, the Board of Trustees authorized the Facilities Planning & Institutional Services (FPIS) department to advertise for construction services for miscellaneous projects ranging from \$35,000 to \$324,999.

Seven (7) firms responded to our Request for Qualifications. Upon review of the submittals, all firms meet the necessary qualifications to perform work. Provost Mark Strickland, the Chairperson of the Screening and Selection committee, requested that, in the interests of spreading college work across the community as much as possible, that all seven firms be approved. Work will be distributed among these firms in an equitable manner based on each firm's ability to perform the work on each specific project pursuant to the judgment of the Associate Vice President, Facilities Planning and Institutional Services.

**Authorization is requested for the following:**

- **To approve the following construction firms to provide construction services for miscellaneous construction projects and to proceed with contract negotiations with these firms and issue all purchase orders including direct purchases as necessary. The firms are: Certus Builders, Inc.; Hennessy Construction Services; Hodge Management; Integra Construction Group; J. Kokolakis Contracting, Inc.; Kenyon & Partners, Inc.; and Lema Construction.**

Due to this strong pool relative to the amount of projects currently anticipated, we ask that these firms be approved for a one-year period with the option to renew for two additional one-year periods, subject to each firm passing a basic pre-qualification process in years two and three.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; and Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services, and Mark Strickland, Provost and Committee Chairperson, recommend approval.

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** Quarterly Informational Report of Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee during the preceding Quarter and are being reported to the Board pursuant to Board of Trustees' Rule 6Hx23-5.903.

**Section A: Program Related Contracts**

1. Affiliation Agreement with **3825 Countryside Boulevard Operations, LLC d/b/a Countryside Rehab & Healthcare Center** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of one year; thereafter, the Agreement will continue for one-year periods unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on April 1, 2015. Department—College of Nursing
2. Dual Enrollment Agreement with **Admiral Farragut Academy, Inc. (AFA)** that will allow eligible AFA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 26, 2015. Department—Dual Enrollment/Early College
3. Agreement with **Alachua County Public Schools** to award credit for ATE 1311L; ATE 1741 & ATE 1943 to students completing the Veterinary Assistant Program at Alachua County Public Schools upon their admission to the College's AS Veterinary Technology Program. The Agreement will commence as soon as possible and will continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on July 2, 2015. Department—Veterinary Technology
4. Agreement with **American Society of Transportation and Logistics, Inc.** to provide certification and education programs through Corporate Training in the areas of

transportation, logistics, and supply chain management. The Agreement will also allow the College to become a test center for the Global Logistics Associate professional certification exam. The Agreement will commence as soon as possible and continue for the period of three years. The cost to the College for this period will be \$1,255. The costs for student course materials will be handled separately via the Purchase Order process. This item was approved by Anne Cooper on April 8, 2015. Department—Corporate Training

5. Agreement with **Apperson, Inc.** to provide maintenance for a DataLink 3000 Scanner used in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$229. This item was approved by Tonjua Williams on April 7, 2015. Department—Emergency Medical Services
6. Agreement with **Arts Center Association, Inc. d/b/a Morean Arts Center** to lease studio space for Art classes to be held during Sessions I & II, 2015-16. The cost to the College for this lease will be \$4,000. Morean Arts Center will also provide drawing boards, props, tables and chairs as well as storage space. This item was approved by Doug Duncan on May 29, 2015. Department—Humanities & Fine Arts
7. Agreement with **CAE Healthcare, Inc.** to provide technical service on the training equipment (METIman Pre-Hospital MMP625) used in the Emergency Medical Services Program. The cost to the College for this Agreement will be \$5,525. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Doug Duncan on April 2, 2015. Department—Emergency Medical Services
8. Dual Enrollment Agreement with **Calvary Christian High School (CCHS)** that will allow eligible CCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 26, 2015. Department—Dual Enrollment/Early College
9. Dual Enrollment Agreement with **Clearwater Central Catholic High School (CCCHS)** that will allow eligible CCCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 25, 2015. Department—Dual Enrollment/Early College
10. Agreement with **The Crush Agency, LLC** to perform digital marketing services as part of the LINCS grant. Services will include developing and implementing a full outreach and recruitment campaign, identifying potential avenues of outreach and recruitment, and

distributing design outreach and recruitment communications through various media. The Agreement will commence as soon as possible and continue from 12-18 months. The cost to the College will not exceed \$25,000. This item was approved by Anne Cooper on June 3, 2015. Department—College of Business, Supply Chain Management

11. Agreement with **The Crush Agency, LLC** to provide digital marketing services as part of the Orthotics & Prosthetics HOPE Grant including developing and implementing a full outreach and recruitment campaign, identifying potential avenues of outreach and recruitment, and designing communications through various media. The Agreement will commence as soon as possible and is anticipated to continue through December 31, 2016. The cost to the College for this Agreement will be \$25,000. This item was approved by Tonjua Williams on May 12, 2015. Department—Orthotics & Prosthetics HOPE Grant
12. Agreement with **CustomGuide, Inc.** to provide an Enterprise License (unlimited eLearning users) to access the CustomGuide courseware library that will allow for customizable courseware with unlimited printing rights, practice files and homework exercises, a customizable quick reference library, and instructor guides for various course titles. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this period will be \$7,490. This item was approved by Anne Cooper on June 23, 2015. Department—The Workforce Institute at St. Petersburg College
13. Agreement with **Daytona State College** (DBSC) whereby SPC agrees to accept DBSC students into the Veterinary Technology Program upon completion of general education courses at DBSC. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and continue for a period of two years. This item was approved by Anne Cooper on April 8, 2015. Department—Veterinary Technology
14. Agreement with **Robert Entel, MD** to continue to provide services as the Medical Director for the Radiography Program that will help maintain and monitor standards of the Program. The cost to the College for this Agreement will be \$1,500. The Agreement period covers medical direction services for Sessions I, II & III 2015-16. This item was approved by Anne Cooper on May 27, 2015. Department—Radiography
15. Agreement with **Estudio Sampere**, headquartered in Madrid, Spain, to continue to offer Spanish language and culture programs for SPC's students to study at any of Estudio's institutes in Cuenca, Ecuador or Spain. The Agreement will commence as soon as possible and will continue for the period of one year. There is no cost to the College associated with entering into this Agreement. Any fees associated with this study abroad program will be paid by program participants. This item was approved by Anne Cooper on June 22, 2015. Department—Center for International Programs
16. Agreement with **Ralph Fehr** to provide evaluation services for the College's Tampa Bay SEEDS Program which is designed to strengthen the STEM skills of Tampa Bay's future workforce. The Agreement will commence as soon as possible and continue through July 31, 2019. The cost to the College for program evaluation services over this period will be

\$7,000. This item was approved by Anne Cooper on April 2, 2015. Department—Natural Science

17. Agreement with **First Church of Indian Rocks, Inc.** to provide the use of its Worship Center, Fellowship Center, and restroom facilities for the College's Nursing Pinning Ceremony to be held May 7, 2015. The Agreement will also include providing traffic control, sound, media, video, lighting and food and personnel for 350 guests. The cost to the College for this Agreement will be \$6,625. This item was approved by Anne Cooper on April 7, 2015. Department—College of Nursing
18. Agreement with the **Florida Association of Orthotics & Prosthetics (FAOP)** that will allow the College to participate as an exhibitor at the 2015 FAOP Annual Conference event. This will give the College the opportunity to build awareness and recruit students for the College's Orthotics and Prosthetics Program. The event will be held July 30—August 1, 2015. The cost to the College associated with this Agreement will be \$800. This item was approved by Anne Cooper on May 7, 2015. Department—Orthotics & Prosthetics
19. Agreement with **Florida Gateway College (FGC)** to provide for the articulation between SPC and FGC that will allow FGC students to enter SPC's Distance AS Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on April 7, 2015. Department—Veterinary Technology
20. Agreement with **Global Corporate College (GCC)** to provide the College an associated GCC membership which will provide the College with benefits such as: becoming an active partner in the GCC network of colleges; the opportunity to provide training for corporations who contract with the GCC; receiving a finder's fee for GCC business secured through SPC; the use of technology and communications systems developed by GCC members; access to intellectual property held within the GCC member organizations; receiving training of staff dedicated to support GCC efforts; and consulting services. The Agreement will commence as soon as possible and be ongoing unless terminated by either party. The one-time cost to the College will be \$25,000. This item was approved by Anne Cooper on June 9, 2015. Department—Corporate Training
21. Affiliation Agreement with **HCA Citrus Memorial Hospital, Inc. dba Citrus Memorial Hospital** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of three years; thereafter, the Agreement will continue for one-year periods unless terminated by either party. There is no cost to the College. This item was approved by Anne Cooper on May 28, 2015. Department—College of Nursing
22. Affiliation Agreement with **HCA Northside Hospital** to provide clinical experience for the College's students in Nursing, Nursing Refresher and PICC Line Insertion clinicals. The Agreement will commence as soon as possible and continue for the period of three years.

There is no cost to the College. This item was approved by Anne Cooper on June 22, 2015.  
Department—College of Nursing

23. Dual Enrollment Agreement with **Indian Rocks Christian School (IRCS)** that will allow eligible IRCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 26, 2015.  
Department—Dual Enrollment/Early College
24. Amendment to the Agreement with **Infusion Knowledge, Inc. (IK)** to provide IV Therapy related education. Under the current Agreement, the College provides registration, classroom space for non-clinical courses, AV equipment, supplies as needed and handouts. IK provides curriculum, certified course instructors, clinical instructors and clinical locations. The College and IK split the student fee revenue 50/50 with the exception of clinical course fees. For clinical courses, IK receives 80% and the College retains 20% of the student fee revenue. **This Amendment will change the term of the Agreement so that it will automatically continue on an annual basis and add that for certification courses, IK will receive 80% and the College will retain 20% of the student fee revenue.** The estimated annual revenue for this Agreement as amended, is \$70,000; however, after expenses, the annual net revenue to the College is estimated to be approximately \$30,000. This item was approved by Anne Cooper on April 17, 2015. Department—CE Health
25. Agreement with **George Jenkins High School** to provide for the articulation of Polk County students, completing the Veterinary Assistant program at George Jenkins High School, into the College's Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on April 8, 2015. Department—Veterinary Technology
26. Agreement with **Kahn Financial Group** to provide instruction and course materials for a course entitled *Passport to Retirement* to be offered at various times through the College's Lifelong Learning program. Although the number of courses to be offered during the Agreement is not known at this time, the College anticipates a net revenue after expenses per class of approximately \$855. The College will assist in marketing the course, registering students and review of course materials. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Anne Cooper on April 10, 2015. Department—Lifelong Learning/Recreation & Leisure
27. Agreement with **Kidde Fire Trainers, Inc.** to continue to assist the College in the maintenance of the Kidde Fire Training equipment including scheduled and on-call corrective support and repair. The renewal Agreement will begin July 1, 2015 and continue through June 30, 2018. The cost to the College for the Agreement will be \$19,500 per year for a total cost over three years of \$58,500. This item was approved by Anne Cooper on June 17, 2015. Department—Fire Science

28. Agreement with **Lorain County Workforce Development Agency** to provide funding for education of eligible individuals within the Workforce Investment Act, and the Trade Adjustment Assistance Act or other funding from public/private sources. The College will serve as the Training Agent and receive payment of tuition, fees, materials, supplies, etc. The College will provide the training to eligible individuals sent to SPC by Ohio One-Stop System partners. The Agreement will commence as soon as possible and is anticipated to continue for three years. The revenue associated with this Agreement at this time is expected to range from \$23,000 to \$33,000 per eligible Veterinary Technology distance learning student. This item was approved by Anne Cooper on April 23, 2015. Department—Veterinary Technology
29. Agreement with **Martz Group, First Class Coach Company** to provide bus transportation for Cecil B. Keene Summer Enrichment Program instructors and students to and from the University of South Florida on June 18, 2015. The cost to the College will be \$414. This item was approved by Tonjua Williams on May 8, 2015. Department—College Reach-Out Program
30. Agreement with **Medical Technology Associates** to provide maintenance and parts for the Medical Vacuum System and the Medical Air Compressor System used by the Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of three years. The cost to the College for this period will be \$15,915. This item was approved by Doug Duncan on June 1, 2015. Department—Veterinary Technology
31. Agreement with **Moore Medical, LLC** to purchase a refurbished Autoclave for the Midtown Campus for the Medical Assisting Program. The Agreement will commence as soon as possible and contains the terms and conditions associated with the purchase. The cost to the College is \$3,312.50. This item was approved by Anne Cooper on May 1, 2015. Department—Corporate Training
32. Agreement with **Naylor, LLC** to provide advertising for the Intensive English Program via the Intensive English USA website. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$550. This item was approved by Anne Cooper on June 9, 2015. Department—Corporate Training
33. Agreement with **Joe A. Nelson, DO dba Medical Direction Consultants, Inc.** to provide medical direction for the College's EMS Credit and Non-Credit Programs. The Agreement will commence July 1, 2015 and continue through June 30, 2016. The cost to the College for this Agreement will be \$11,000. This item was approved by Anne Cooper on June 5, 2015. Department—Emergency Medical Services
34. Dual Enrollment Agreement with **Northside Christian School (NCS)** that will allow eligible NCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year.

The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 26, 2015. Department—Dual Enrollment/Early College

35. Agreement with **Optima Healthcare Solutions, Inc.** that will allow Physical Therapist Assistant students to access to Rehab Optima software to gain hands-on learning with billing, documentation and therapy management software. The Agreement will commence as soon as possible and will continue for the period of three years. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on June 19, 2015. Department—Physical Therapist Assistant
36. Affiliation Agreement with **Orlando Health** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on June 16, 2015. Department—College of Nursing
37. Affiliation Agreement with **OsceolaSC, LLC d/b/a St. Cloud Regional Medical Center** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on April 1, 2015. Department—College of Nursing
38. Agreement with **Anthony Ottaviani, DO** to provide medical direction for the Respiratory Care Program, which is necessary to meet the requirements for Program accreditation. The Agreement will cover the period commencing July 1, 2015 and continuing through June 30, 2016. The cost to the College will be \$4,800. This item was approved by Anne Cooper on May 27, 2015. Department—Respiratory Care
39. Agreement with **Patterson Dental Supply, Inc.** to provide maintenance and support for the Eaglesoft Health Information System used in the Dental Hygiene Clinic. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$1,968. This item was approved by Doug Duncan on June 16, 2015. Department—Dental Hygiene
40. Agreement with **Physio-Control, Inc.** to provide technical support and maintenance for the equipment used in the Emergency Medical Services Program. The Agreement will commence as soon as possible and will continue for the period of one year at a cost to the College of \$4,397. This item was approved by Doug Duncan on April 2, 2015. Department—Emergency Medical Services
41. Agreement with **Physiotherapy Corporation** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. The Agreement will commence as soon as possible and will continue for the period of three years.

This item was approved by Phil Nicotera on April 7, 2015. Department—Physical Therapist Assistant

42. Dual Enrollment Articulation Agreement for 2015-16 between **Pinellas County School Board** and the College. The Agreement defines the academic programs and activities that will benefit *Dual Enrollment* students of Pinellas County. The College will offer information on student progress and acceleration mechanisms to students in Pinellas County high schools to facilitate greater success in post-secondary education. The School Board will market and encourage high school students regarding opportunities for Dual Enrollment articulation and accelerated college credit opportunities. The Agreement will commence as soon as possible and will ongoing; however, the Agreement must be reviewed and updated annually. There is no cost to the College. This item was approved by Anne Cooper on June 26, 2015. Department—Academic & Student Affairs
43. Agreement with **Stanly Community College** (SCC) to establish an affiliation whereby SCC will provide essential operational support to the Academy at SPC, which provides Cisco training through the College of Computer & Information Technology. SCC will provide unlimited support via email, telephone and web format. SCC will also provide Netlab access for Academy instructors for their professional development and certification study and provide other professional development opportunities for Academy instructors. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$600. This item was approved by Anne Cooper on June 1, 2015. Department—College of Computer & Information Technology
44. Dual Enrollment Agreement with **St. Petersburg Catholic High School** (SPCHS) that will allow eligible SPCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2015 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 26, 2015. Department—Dual Enrollment/Early College
45. Agreement with **Sunrise Educational Services** to promote the College's Intensive English Program in China and other countries and assist students in enrolling in the Program. There is no cost to the College. SES will pay the College the required amount for student tuition prior to the start date of any given semester. Although the student tuition revenue cannot be determined at this time, it is estimated that the revenue may be approximately \$89,173 over a one-year period. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Anne Cooper on April 1, 2015. Department—Corporate Training
46. Agreement with **Universidad El Bosque** to promote the exchange of experiences and cooperate in a variety of joint academic and educational activities in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as

soon as possible and will continue for the period of five years. This item was approved by Anne Cooper on May 8, 2015. Department—Center for International Programs

47. Agreement with the **University of South Florida, College of Medicine** to provide the services of David A. Solomon, MD whereby Dr. Solomon will provide physician input and related clinical expertise regarding pulmonary medicine during Sessions I & II, 2015-16. The cost to the College for this Agreement will be \$2,000. This item was approved by Anne Cooper on May 27, 2015. Department—Respiratory Care
48. Agreement with the **U.S. American Embassy LIMA PERU** whereby the College's Center for Public Safety Innovation will provide policing training services in Peru. The training will be provided as scheduled from June 29, 2015 through July 17, 2015. The College will receive \$81,060 for its services under this Agreement. This item was approved by Anne Cooper on April 23, 2015. Department—Public Safety
49. Affiliation Agreement with **Vanderbilt University Medical Center** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on April 1, 2015. Department—College of Nursing

#### **Section B: Major Technology Contracts**

50. Agreement with **Apple Financial Services** to lease 64 iPad Air 2 tablets for use at SPC Midtown. The lease is for a period of 48 months. The cost to the College for this lease is expected to be approximately \$58,109.60. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$3,414.36. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$61,523.96. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by the Board based on its approval of the 2014-15 Budget on May 20, 2014. — Doug Duncan
51. Agreement with **Apple Financial Services** to lease 36 Apple computers for the MIRA Lab at the St. Petersburg/Gibbs Campus. The lease is for a period of 49 months. The cost to the College for this lease is expected to be approximately \$136,384.96. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$6,809.80. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$143,194.76. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by the Board based on its approval of the 2015-16 Budget on June 16, 2015. — Doug Duncan
52. Agreements with **Dell Financial Services, LLC** to lease a total of 284 computers, 3 servers, AV equipment and TV equipment for use in various academic and administrative

departments collegewide. The leases are for a period of 48, 49 or 60 months. The cost to the College for these leases is expected to be approximately \$515,044.47. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$19,832.22. Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$534,876.69. Should funds not be appropriated to continue the leases for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the **2014-15 Budget** on May 20, 2014. — Doug Duncan

53. Agreements with **Dell Financial Services, LLC** to lease a total of 1168 computers, 4 servers and MIRA Lab computer equipment for use in various academic and administrative departments collegewide. The leases are for a period of 48-49 months. The cost to the College for these leases is expected to be approximately \$1,294,220.96. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$87,130.61. Based on the foregoing, the total cost to the College for these lease agreements will not exceed \$1,381,351.57. Should funds not be appropriated to continue the leases for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the **2015-16 Budget** on June 16, 2015. — Doug Duncan

**Section C: Contracts above \$100,000 (\$100,001-\$325,000)**

54. Agreement with **Bachelor Degree Access Strategies, LLC** to continue to provide consulting services and deliverables as agreed to by the parties. Consulting services will include areas such as structuring and implementing certificate, two-year, baccalaureate and graduate programs; enhancing opportunities with international institutions; and assisting in management transition services. The Agreement will commence July 1, 2015 and continue through June 30, 2016. The cost to the College for this period will not exceed \$168,000 plus travel expenses. This item was approved by the President on May 21, 2015. Department—President's Office
55. Modification to the current Agreement with **BarkleyREI, LLC**. The current Agreement is for BarkleyREI to update the College's website by replacing it with a new and improved website. The tasks and deliverables under the current Agreement include: 1) project and account management; 2) research and delivery; 3) user experience review; 4) creative design consultation; 5) interface programming; 6) template integration; 7) application development, technical consulting and deployment; and 8) documentation. The cost to the College for these services through December 31, 2015, was previously approved at an amount not to exceed \$170,000. This modification represents an Amendment to the Agreement to add a Statement of Work whereby BarkleyREI will provide creative and content writing and design services, as well as assistance in organizing and categorizing content for the website project. Services will include time for project and account management, user experience, design, and content production. The cost to the College for this Amendment will be an additional \$58,040. The Agreement will commence as soon as possible and continue through

project completion which is estimated to conclude December 15, 2015. With the addition of this Amendment, the total contract cost will be \$228,040. This item was approved by the President on May 13, 2015. Department—Marketing & Strategic Communications

56. Agreement with **Skillsoft Corporation** to renew the Agreement to provide Desktop & IT Videos as well as the Education-Skill Choice Complete products for 200 users. These online course materials will be used in Corporate Training. The Agreement will commence as soon as possible and continue for a period of four years. The cost to the College per year is \$29,957.93 for a total cost over four years of \$119,831.72. This item was approved by Anne Cooper on behalf of the President on June 29, 2015. Department—Corporate Training

**Section D: Contracts above \$50,000 (\$50,001-\$100,000)**

57. Agreement with **Allen, Norton & Blue, P.A.** to continue to provide legal services to the College from July 1, 2015 through June 30, 2016. The firm will provide services at an hourly rate of \$235 per hour for attorneys and \$100 per hour for paralegals. This firm provides legal services associated with employment law issues. Although the total amount of this Agreement cannot be determined at this time, the expenditure approval sought is within the College's approved budgeted amount for Fiscal Year 2014-15. This item was approved by Suzanne Gardner on June 1, 2015. Department—General Counsel
58. Agreement with **Orange Theory – Fresh Ideas, dba Benjamin Solutions Group, LLC** to provide professional services and project deliverables in line with the strategic vision and goals of the College over a one-year period. The number of hours for this Agreement is anticipated to be 994 and the total amount to be paid for this Agreement will be \$95,400. The Agreement will commence on July 1, 2015 and continue through June 30, 2016. This item was approved by Doug Duncan on May 26, 2015. Department—Marketing & Strategic Communications
59. Agreement with **Ovid Technologies, Inc.** to provide Ovid electronic products to support the Nursing, Health Services Administration, and Human Services Programs at the College. The Agreement will commence June 30, 2015 and continue through June 30, 2016. The cost to the College for this Agreement will be \$63,972. This item was approved by Anne Cooper on May 5, 2015. Department—District Library
60. Agreement with **Signature Commercial Solutions, LLC** to provide consulting services associated with the Initial HR Upgrade 9.0 to 9.2, People Tools 8.54.09. The Agreement and SOW will commence as soon as possible and will continue for an 8-week period. The cost to the College for this Agreement will be \$57,600. This item was approved by Doug Duncan on May 13, 2015. Department—Enterprise Systems, AIS
61. Agreement with **Universal Protection Service, LLC** to provide security officer services college-wide, on an as-needed basis. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this period is expected to be \$100,000. This item was approved by Doug Duncan on May 28, 2015. Department—Security Services

**Section E: Contracts above \$10,000 (\$10,001-\$50,000)**

62. Agreement with **Augusoft, Inc.** to continue to provide the Lumens Pro Learning Management System for the day-to-day operation and management of Corporate Training's business solutions services. This renewal Agreement includes the annual subscription fee (\$22,000) for *Lumens Entrepreneur*; the annual customization subscription fee (\$8,000); and the *Lumens API* annual maintenance fee (\$2,900). The renewal period will commence as soon as possible and continue for one year at a total cost to the College of \$32,900. This item was approved by Anne Cooper on June 9, 2015. Department—Corporate Training
63. Agreement with **Daikin Applied Americas, Inc.** to provide comprehensive maintenance for the College's Leibert units located at the Allstate Center, the EpiCenter, and Seminole State College. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$17,455. This item was approved by Doug Duncan on June 12, 2015. Department—Facilities Services
64. Agreement with **Florida Lambda Rail, LLC** to continue the College's membership and services from Florida Lambda Rail which provides the College with access to university research networks, Internet2, SPC Disaster Recovery site and high availability internet connectivity. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement period will be \$33,840. This item was approved by Anne Cooper on April 8, 2015. Department—University Partnership Center
65. Agreement with **GLE Associates, Inc.** to provide a source removal assessment and confirmation sampling at the College's District Office located at 6021 142<sup>nd</sup> Avenue North, Clearwater, Florida. The cost to the College for GLE's services will be \$14,190.10. This item was approved by Doug Duncan on May 29, 2015. Department—Collegewide Security, Safety & Risk Management
66. Modification to the Agreement with **Ingeniux** to provide Content Management Server (CMS) Software and Dynamic Site Server Software, training, support and maintenance as part of the College's website redesign project with a cost to the College for the first year of \$34,500. This modification is for an additional CMS Software License for Test/Development Server(s) (Content Management Server and Dynamic Site Server) and to provide maintenance and support through February 28, 2016. The cost to the College for this modification will be \$9,325. This item was approved by Doug Duncan on May 13, 2015. Department—Marketing & Strategic Communication
67. Master Software & Services Agreement with **Lexmark Enterprise Software, LLC** to provide for the purchase of 8 scanners, 8 CaptureNow PSIP TWAIN Software, and one year of software maintenance and support. The cost to the College for this purchase and one-year of maintenance and support will be \$27,952. Thereafter, the software maintenance and support will renew annually at a cost to the College of \$2,392. This item was approved by Tonjua Williams on May 13, 2015. Department—Enrollment Services

68. Agreement with **Lyrasis** for a renewal subscription to LexisNexis Academic service for use in the College's Paralegal Studies Program. The Agreement is from July 1, 2015 through June 30, 2016. The cost to the College for this Agreement will be \$20,777.40. This item was approved by Anne Cooper on May 27, 2015. Department—District Library
69. Agreement with **Red Sky Technologies, Inc.** to provide Emergency 911 service, software and training to the College. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will continue for one-year periods unless terminated by either party with 30 days' notice. The cost to the College for Year 1 will be \$20,983. This includes a one-time activation fee of \$5,800 and one year of service at a cost of \$15,183. If the Agreement is continued beyond the first year, the annual recurring cost for service will be \$15,183. This item was approved by Doug Duncan on April 30, 2015. Department—Information Systems – Networks
70. Agreement with **Ricoh Americas Corporation** to lease a copier for the Palladium for a five-year period. The cost to lease the copier for this period is \$6,661.20. Costs for copies (black and white as well as color) are expected to be \$3,500. Based on the foregoing, the total cost for this Agreement over five years is expected to be \$10,161.20. This item was approved by Tonjua Williams on June 29, 2015. Department—Palladium
71. Agreement with **Ricoh Americas Corporation** to lease two copiers for the new Midtown Center for a five-year period. The cost to lease the copier for this period is \$10,576.20. Costs for copies (black and white as well as color) are expected to be \$11,000.00. Based on the foregoing, the total cost for this Agreement over five years is expected to be \$21,576.20. This item was approved by Tonjua Williams on June 22, 2015. Department—Provost Office
72. Agreement with **Ricoh Americas Corporation** to lease three Pay for Print copiers for the Library and Learning Support Commons at the Midtown Center for a five-year period. The cost to lease the copiers for this period is \$34,372.80. Costs for copies (black and white as well as color) are expected to be \$10,000.00. Based on the foregoing, the total cost for this Agreement over five years is expected to be \$44,372.80. This item was approved by Doug Duncan on June 22, 2015. Department—Business Services Accounting
73. Agreement with **SiteReady Design** to provide professional consulting services for the Tarpon Springs Student Activity Center. SiteReady will provide design services to support the architectural design and construction of the facility. The cost to the College for services to be provided will be \$17,095. Should additional services be needed, additional expenditure approval will be sought at that time. The Agreement is anticipated to commence as soon as possible and continue for a period of approximately two months. This item was approved by Doug Duncan on May 5, 2015. Department—Information Systems – Networks
74. Agreement with **Skillsoft Corporation** to continue to provide e-learning modules which are used to provide ongoing professional development opportunities for budgeted and non-budgeted College employees. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$32,000.

This item was approved by Doug Duncan on May 12, 2015. Department—Human Resources/Professional Development

75. Agreement with **Trane U.S., Inc.** to purchase an air handler unit for the Arts Auditorium at the Clearwater Campus. The Agreement will commence as soon as possible. The cost to the College for this Agreement will be \$41,472. This item was approved by Doug Duncan on April 28, 2015. Department—Facilities Services
76. Agreement with **Unicon, Inc.** to provide continued Open Source Support for the College's Student Success Plan installation. The renewal for the comprehensive technical support package (Standard Gold Subscription for SSP) will commence July 1, 2015 and continue through June 30, 2016. The cost to the College for this Agreement period will be \$14,500. This item was approved by Doug Duncan on June 18, 2015. Department—Business Services

**Section F: Contracts below \$10,000**

77. Agreement with **Access Interpreting Services, LLC** to provide interpreting services for employees at the College. The Agreement will commence as soon as possible and continue through June 30, 2016. The cost to the College for this Agreement will be \$3,500. This item was approved by Doug Duncan on May 13, 2015. Department—Human Resources
78. Agreement with **Active Security Company** to provide monitoring and inspection services for the emergency panic buttons in Congressman Jolly's office area. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$553.80. This item was approved by Doug Duncan on May 28, 2015. Department—Security Services
79. Agreement with the **American Society of Composers, Authors and Publishers (ASCAP)** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2016. The cost to the College to continue this Agreement for this period is estimated to be approximately \$7,600. This item was approved by Doug Duncan on June 2, 2015. Department—Business Services, Accounting
80. Agreement with **Blackbaud, Inc.** for a subscription to ResearchPoint to be used to conduct prospect research for the College's Foundation. The Agreement will commence as soon as possible and continue for the period of three years. The annual cost to the College will be \$2,976 for a total three-year cost of \$8,928. This item was approved by Doug Duncan on June 3, 2015. Department—Resource Development
81. Agreement with **Bright House Networks, LLC** to provide internet and static IP services for the Forensics Lab at the Allstate Center. The Agreement will commence as soon as possible and continue for the period of three years. The cost to the College for the three-year period will be \$7,200. This item was approved by Anne Cooper on June 23, 2015. Department—Public Safety Academics Lab

82. Agreement with **Broadcast Music, Inc. (BMI)** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2016. The cost to the College to continue this Agreement for this period is estimated to be approximately \$7,800. This item was approved by Doug Duncan May 28, 2015. Department—Business Services, Accounting
83. Agreement with the **Chronicle of Higher Education** for the renewal of the College's online subscription. The renewal will be for the period of one year at a cost to the College of \$3,465. The Agreement will commence August 20, 2015 and continue through August 19, 2016. This item was approved by Anne Cooper on June 17, 2015. Department—District Library
84. Agreement with **Cisco Webex** for a license to the Meeting Center Pro service which will be used for the Legal Studies Program. The Agreement will commence as soon as possible and continue for one year. The cost to the College for this period will be \$468. This item was approved by Anne Cooper on May 12, 2015. Department—Legal Studies
85. Agreement with **Cisco Webex** for a license to the Meeting Center Pro service which will be used for the College of Business. The Agreement will commence as soon as possible and continue for one year. The cost to the College for this period will be \$468. This item was approved by Anne Cooper on June 18, 2015. Department—College of Business
86. Agreement with **Competitive Edge Software, Inc.** to continue to provide security reporting, vehicle registration and dispatch software for use by Security Services. The Agreement also includes software service and technical support. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$9,360. This item was approved by Doug Duncan on May 28, 2015. Department—Security Services
87. Agreement with **EBSCO Publishing** to continue to provide access to its online Alt-Health Watch research databases which are used in the library. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this Agreement will be \$2,552. This item was approved by Anne Cooper on April 7, 2015. Department—District Library
88. Agreement with **EBSCO Publishing** to renew the license to access the Harvard Business Review for coursework which allows users to download and print content for course and research use. The Agreement will commence as soon as possible and will continue for the period of one year at a cost to the College of \$3,860. This item was approved by Anne Cooper on June 17, 2015. Department—District Library
89. Agreement with **Ektron, Inc.** to provide maintenance for the current Ektron Content Management Software system that ensures quality, consistency and ADA accessibility for all college web pages. The Agreement will commence July 4, 2015 and continue through January 3, 2016 at a cost to the College of \$2,758.25. This item was approved by Doug Duncan on May 26, 2015. Department—Marketing & Strategic Communications

90. Agreement with **First Baptist Church of Indian Rocks** to provide the use of its Worship Center and Fellowship Center, for the College's graduation ceremony to be held on July 25, 2015. The Agreement will also include providing traffic control, sound and media, and a continental breakfast for 100 guests. The total cost to the College for this Agreement will be \$5,925. This item was approved by Tonjua Williams on June 3, 2015. Department—Enrollment Services
91. Updated Special Purpose Investment Account (SPIA) Agreement with the **State of Florida, Department of Financial Services, Division of Treasury**. Updates to the Agreement include changes to the liquidity limits and investment limits on the account. A notice of 5 business days for liquidations will be required based on the College's liquidation volume and the current investment limits (caps) will be removed which allows the College to invest at desired levels. However, the College will retain the cap previously set as the 12/31/14 investment balance and keep a minimum balance (floor) equal to 60% of the 3 months average balance. Should the College need to withdraw an amount below the floor, six months' notice is required. The College is charged a monthly administrative fee for this account at the rate of \$0.12 percent per annum on the average daily balance of the account. The actual anticipated revenue is unknown but such revenue is generated through interest received on the College's investments. This item was approved by Doug Duncan on May 13, 2015. Department—Collegewide Revenue & Other
92. Agreement with **Florida Westcoast Public Broadcasting, Inc. (WEDU)** to co-sponsor marketing efforts for various Institute of Strategic Policy Solutions events during the 2015-16 fiscal year at a cost to the College of \$3,000. The Agreement will commence July 1, 2015 and continue through June 30, 2016. This item was approved by Tonjua Williams on June 7, 2015. Department—Institute for Strategic Policy Solutions
93. Agreement with **Hillsborough Community College (HCC)** whereby SPC will provide the Pulse BI system to HCC and install it on HCC servers and HCC will begin converting ETL processes to be used in generic format. The system and associated data will be used for educational research or analytical purposes. SPC will retain ownership and property rights to any and all intellectual property and work product related to the Pulse BI Business Intelligence system. The Agreement will commence as soon as possible and will continue through June 30, 2016. There is no cost to the College associated with entering into this Agreement. This item was approved by Doug Duncan on June 24, 2015. Department—Administrative Information Systems
94. Amendment to the Agreement(s) with **i3 Group, LLC** to provide the College with student loan management services to student borrowers. The 13-month Agreement was approved at a cost to the College of \$167,908 over a 13-month period, which continues through June 30, 2015. This Amendment is necessary to add language to the Agreement in compliance with U.S. Department of Education requirements for institutions that contract with third-party service providers to administer the institution's participation in student assistance programs under Title IV of the Higher Education Act of 1965, as amended. There is no additional cost to the College associated with this Amendment. This item was approved by Tonjua Williams on May 1, 2015. Department—Financial Assistance Services

95. Agreement with **InfoGroup, Inc.** and its affiliates to continue to provide access to an internet-based reference service which will allow students to find up-to-date quality business and industry information, including details necessary for complicated business papers and class projects. The Agreement is for a one-year period continuing through December 31, 2015. The cost to the College for this Agreement will be \$3,150. This item was approved by Anne Cooper on January 23, 2015. This item is being included on this Report as it did not appear on the previous Quarterly Report. Department—District Library
96. Agreement with **Innisbrook – A Salamander Golf and Spa Resort** to provide lodging for the collegewide Student Government Association Summer Training event to be held at Innisbrook June 11-12, 2015. The cost to the College for this Agreement will be \$3,850. This item was approved by Tonjua Williams on May 7, 2015. Department—Student Government Association
97. Agreement with **Lexi-Comp, Inc. d/b/a Lexicomp** to provide a Software License for use of its Lexicomp Online for Dentistry application. The renewal Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$1,875. This item was approved by Anne Cooper on May 11, 2015. Department—District Library
98. Agreement with **The Looper Group, Inc.** for a partnership to promote St. Petersburg College's Downtown Center in St. Petersburg. The Looper Group operates a shuttle service and agrees to make a stop at the DT Campus, provide a narrative at the stop and include rack space on its vehicles for College brochures. The College will provide its logo, a narrative script for drivers, and brochures/rack cards for vehicles. The Agreement will commence July 1, 2015 and will continue for the period of one year. The cost to the College for this period will be \$1,800. This item was approved by Tonjua Williams on June 12, 2015. Department—Provost Office, DT
99. Agreement with **The Mallard Group, Inc.** to provide professional services for the Institute for Strategic Policy Solutions including consultation, invitation design, data collection/management, emailing services and other professional services related to marketing and advertising. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$7,000. This item was approved by Tonjua Williams on June 7, 2015. Department—Institute for Strategic Policy Solutions
100. Agreement with **Open Sesame, Inc.** to provide pay per use courses to be used for facilities training. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period is anticipated to be \$1,000. This item was approved by Doug Duncan on June 22, 2015. Department—Human Resources
101. Agreement with **Ovid Technologies, Inc.** for a subscription to access Nursing@Ovid Books to support the Nursing Program. The Agreement will commence June 30, 2015 and continue

through June 30, 2016. The cost to the College for this period will be \$7,432. This item was approved by Anne Cooper on April 30, 2015. Department—District Library

102. Agreement with **Ovid Technologies, Inc.** to provide the CAB Animal & Vet Science e-Book Collection. The Agreement will commence June 30, 2015 and continue through June 30, 2016. The cost to the College for this Agreement will be \$2,509. This item was approved by Anne Cooper on April 30, 2015. Department—District Library
103. Agreement with **Ovid Technologies, Inc.** to provide Dentistry eBooks to support College programs. The Agreement will commence June 30, 2015 and continue through June 30, 2016. The cost to the College for this Agreement will be \$3,352. This item was approved by Anne Cooper on May 5, 2015. Department—District Library
104. Agreement with **Ovid Technologies, Inc.** to provide access to the Anatomy & Physiology database used for study and research in the College's libraries. The Agreement will commence June 30, 2015 and continue through June 30, 2016. The cost to the College for this period will be \$7,928. This item was approved by Anne Cooper on May 6, 2015. Department—District Library
105. Agreement with **Ovid Technologies, Inc.** to provide new editions of Ovid eBooks for the Nursing Program. The College currently has a an eBook Perpetual License Agreement with Ovid and this Agreement, which commences on June 1, 2015, is considered an addendum to and will be coterminous with that eBook License which is ongoing unless terminated by either party. The cost to the College for this Agreement will be \$4,615. This item was approved by Anne Cooper on May 7, 2015. Department—District Library
106. Agreement with **Pinellas Web Solutions** to provide studio equipment, background materials, setup, installation, training materials and one year of limited support for a small studio to be used by online instructors to record their online lectures. The cost to the College for this Agreement, which includes the install of the equipment and other goods and services as noted above will be \$6,428. The Agreement will commence as soon as possible and continue through project completion. This item was approved by Tonjua Williams on May 13, 2015. Department—Provost Office, CL
107. Agreement with **Pipo's The Original Cuban Café** that will allow Pipo's to continue to sell catered food to students and staff at the Health Education Center through May 17, 2016. Pipo's will bring in prepared food items Monday through Thursday each week that will be available for purchase by students and staff from 9:00 am to 3:00 pm. With the exception of May, July and December, Pipo's will pay the College remuneration for weekly counter sales based on a percentage of sales volume. The percentage will range from 2.5% to 7% of weekly counter sales. Pipo's will also pay the College 7% for any catering sales that may be \$10,000 or more. For This item was approved by Phil Nicotera on May 8, 2015. Department—Provost, HEC
108. Agreement with **Primal Pictures, Ltd.** for continued access to Anatomy.TV for the Physical Therapy Assistant, Orthotics & Prosthetics, Chiropractic, and Anatomy & Physiology

classes. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$9,240. This item was approved by Anne Cooper on May 12, 2015. Department—District Library

109. Agreement with **QM Quality Matters, Inc. a/k/a Maryland Online, Inc.** to continue the annual consortium subscription to Maryland colleges and universities. The subscription provides SPC with access to certain benefits of the Higher Education Quality Matters program including rubrics, training, license, peer reviews and user group participation. The Agreement will commence July 1, 2015 and continue through June 30, 2016 at a cost to the College of \$2,475. This item was approved by Anne Cooper on April 23, 2015. Department—Online Learning & Services
110. Agreement with **Rittenhouse** to continue the subscription to R2 Digital Library. The renewal Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$400. This item was approved by Anne Cooper on May 11, 2014. Department—District Library
111. Agreement with **SESAC, Inc.** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2016. The cost to the College to continue this Agreement for this period is estimated to be approximately \$3,000. This item was approved by Doug Duncan on May 29, 2015. Department—Business Services, Accounting
112. Agreement with **Signal Outdoor Advertising, LLC** to provide advertising for the Florida Trade Program at the College. The Agreement will commence as soon as possible and continue through October 4, 2015. The cost to the College for this Agreement will be \$2,250. This item was approved by Anne Cooper on May 5, 2015. Department—Natural Science, Florida Trade
113. Agreement with **SimplexGrinnell** to provide fire alarm and system monitoring services at various sites college-wide. The cost to the College for the foregoing will be a total of \$8,650. The Agreement will commence on July 1, 2015 and continue through June 30, 2016. This item was approved by Doug Duncan on June 2, 2015. Department—Facilities In-House Construction
114. Agreement with **SimplexGrinnell** to provide burglary alarm monitoring services at the College's Indoor Firing Range at the Allstate Center. The cost to the College for the foregoing will be a total of \$320. The Agreement will commence on July 1, 2015 and continue through June 30, 2016. This item was approved by Doug Duncan on June 24, 2015. Department—Facilities In-House Construction
115. Agreement with **Swank Motion Pictures, Inc.** that will allow Student Activities to rent the films *Tokyo Godfathers* and *Steamboy* for campus viewing at events to be held June 12, 2015 and July 10, 2015. The cost to the College for this Agreement will be \$702. This item was approved by Tonjua Williams on May 12, 2015. Department—Student Activities, Clearwater Campus

116. Agreement with **Tampa Bay Times** (TBT) whereby TBT agrees to co-sponsor various events for the Institute of Strategic Policy Solutions during the 2015-16 fiscal year. The cost to the College for this Agreement will be \$5,000. This item was approved by Tonjua Williams on June 7, 2015. Department—Institute for Strategic Policy Solutions
117. Agreement with **TSA Consulting Group, Inc.** to provide compliance administration services to the College for the College's voluntary retirement programs [403(b) and 457(b)]. The renewal Agreement will commence July 1, 2015 and continue for the period of one year. The cost the College for this period will be \$12,000. This item was approved by Doug Duncan on May 26, 2015. Department—Human Resources
118. Agreement with the **University of Florida, Collaboration for Effective Education Development, Accountability and Reform (CEEDAR) Center** to participate in a consortium led by the Florida Department of Education that will work to reform, restructure and improve the system for teacher preparation, licensure and evaluation, specifically focusing on the education of students with disabilities in K-12. The Agreement will commence as soon as possible and will be ongoing. The program period for this initiative is for 5 years continuing through January 31, 2019. There is no cost to the College associated with entering into this Agreement. This item was approved by Anne Cooper on January 27, 2014. This item is being included on this Report as it did not appear on the previous Quarterly Report. Department—District Library
119. Agreement with **University of South Florida** for approximately 35 students in the Summer of Success Program, St. Petersburg/Gibbs Campus, to participate in USF's Riverfront Park Ropes Course on June 26, 2015. The experience is designed to build leadership skills, increase self-confidence, promote critical thinking, and develop and enhance communication skills and teamwork. The cost to the College for this Agreement will be \$1,050. This item was approved by Tonjua Williams on June 8, 2015. Department—Student Government
120. Agreement with the **University of South Florida** for approximately 35 students in the Summer of Success Program to participate in USF's Riverfront Park Ropes Course on June 19, 2015. The experience is designed to build leadership skills, increase self-confidence, promote critical thinking, and develop and enhance communication skills and teamwork. The cost to the College for this Agreement will be \$1,050. This item was approved by Stan Vittetoe on April 24, 2015. Department—Student Support Services
121. Agreement with **Xerox Corporation** to lease two copiers for the Tarpon Springs Campus for a four-year period. The cost to lease the copiers for this period is \$22,083.84. Costs for copies (black and white as well as color) are expected to be \$10,000.00. Based on the foregoing, the total cost for this Agreement over four years is expected to be \$32,083.84. This item was approved by Tonjua Williams on June 18, 2015. Department—TSC Word Processing
122. Agreement with **XpertHR** to provide access to its online research tool for HR Professionals who are seeking answers to questions related to payroll, benefits, employment and compliance. The Agreement will commence July 1, 2015 and continue through June 30,

2016. The cost to the College for this period will be \$4,985. This item was approved by Doug Duncan on May 26, 2015. Department—Human Resources

Pamela S. Smith, Legal Services Coordinator, prepared this Quarterly Informational Report on contract items not exceeding \$325,000.

Suzanne Gardner, General Counsel, recommends approval.

ps0831152

Agenda Item VIII - B

September 15, 2015

## MEMORANDUM

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT:** Quarterly Informational Report of Exempt and Non-Exempt Purchases

This informational report includes purchases above Category 2 (currently \$35,000.) but not exceeding Category 5 (\$325,000.) as specified in Board of Trustee's Rule 6Hx23-5.12. These transactions during the preceding quarter have been approved by the President's designee and may be exempt from the bidding procedure pursuant to the State Board of Education Procurement Requirements 6A-14.0734.

Because each transaction stands on its own and does not occur in sequence with other transactions, a cumulative dollar amount is not implied when the same vendor appears more than once on the report. A summary appears at the end of the report, grouping vendors that appear on the report more than once, showing a total for each during the period.

The acronyms "SBE", "BOT" and "ITB" stand for the State Board of Education, the St. Petersburg College Board of Trustees, and Invitation to Bid, respectively.

**The listing is by Purchase Order Number:**

1. **P.O. #94513 – C8G Tactical Consulting Inc** – This is in the amount of **\$48,600.00** to provide subject matter expertise for the development of training curriculum. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by Scott Fronrath, Provost, Allstate Center, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
2. **P.O. #94781 – Command Corporation** – This is in the amount of **\$109,509.00** to upgrade the Seminole campus digital art studio. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information technology ...” **Recommended** by and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
3. **P.O. #94973 – Desire 2 Learn LTD** – This is in the amount of **\$350,600.00** for the college’s learning management system from June 1, 2015 through May 31, 2016 includes technical support and training. Contract previously approved by BOT on Oct 15, 2013 **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information technology ...” **Recommended** by Vicki Westergard, Executive Director, e Campus and Instructional Technology, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
4. **P.O. #95078 – Coutts Information Services** – This is in the amount of **\$80,000.00** for the period of 7/1/2015-6/30/2016 for books for the 2-year program. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption C: “Library books ...” **Recommended** by Joseph Leopold, Director of Learning Resources, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
5. **P.O. #95276 – City of Seminole** – This is in the amount of **\$59,446.07** for the period of 7/1/2015-6/30/2016 for staffing for the city of Seminole library. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities ...” **Recommended** by Joseph Leopold, Director of Learning Resources, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
6. **P.O. #95311 – Times Publishing Co** – This is in the amount of **\$35,772.00** for ad packages to run August 2015 through June 2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities ...” **Recommended** by Diana Sabino, Executive Director Marketing and Strategic Information, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
7. **P.O. #95429 – Beasley Media Group** – This is in the amount of **\$41,962.50** for radio spots to run July 2015 through June 2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities ...” **Recommended** by Diana Sabino, Executive Director Marketing and Strategic Information, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

- 8. P.O. #95492 – Pruitt Winston and Brothers LLC** – This is in the amount of **\$100,000.00** for curriculum development for combatting transnational organized crime. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by Scott Fronrath, Provost, AC, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 9. P.O. #95522 – Tri-US Janitorial Supply** – This is in the amount of **\$58,000.00** For custodial supplies campus-wide for the period of 7/1/15 – 6/30/16. **Authority:** SBE & BOT Rule 6Hx23-5.12, SPC ITB # 01-14-15 Award **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 10. P.O. #95544 – Beasley Media Group** – This is in the amount of **\$49,230.00** for radio spots to run July 2015 through June 2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities ...” **Recommended** by Diana Sabino, Executive Director Marketing and Strategic Information, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 11. P.O. #95548 – Federal Express** – This is in the amount of **\$40,000.00** for express mail service for the period of 7/1/15 – 6/30/16. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Contract pricing...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 12. P.O. #95559 – Gem Supply Company Inc** – This is in the amount of **\$63,206.00** for custodial products for the period of 7/1/15 – 6/30/16. **Authority:** SBE & BOT Rule 6Hx23-5.12, ITB SPC # 07-12-13 Award **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 13. P.O. #95607 – Gatlin Education Services/Educ to Go** – This is in the amount of **\$36,500.00** for online registrations for various classes. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: “Educational tests...” **Recommended** by James Connolly, Corporate Training Director, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 14. P.O. #95623 – Assessment Technologies Institute LLC**– This is in the amount of **\$120,000.00** for textbooks, DVD’s, and assessment and review program for the College of Nursing for the period of 7/1/2015-6/30/2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: “Educational tests...” **Recommended** by Susan Baker, Dean, College of Nursing, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

- 15. P.O. #95634 – Banquet Masters** – This is in the amount of **\$38,000.00** for SPCHS students free/reduced lunches for the period of 7/1/2015-6/30/2016. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption E: “Food...” **Recommended** by Catherine Kennedy, Associate Vice President, Academic Affairs and Partnerships, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 16. P.O. #95639 – Barnes and Noble College Booksellers LLC** – This is in the amount of **\$145,000.00** for SPCHS students books and supplies for the period of 7/1/2015-6/30/2016. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: “Educational tests...” **Recommended** by Catherine Kennedy, Associate Vice President, Academic Affairs and Partnerships, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 17. P.O. #95720 – NALCO Company** – This is in the amount of **\$87,529.44** for water treatment college-wide for the period of 7/1/15 – 6/30/16. **Authority:** SBE & BOT Rule 6Hx23-5.12, Pinellas County School Board Bid #12-962-100 Award **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 18. P.O. #95732 – Stanley Convergent Security Solutions** – This is in the amount of **\$44,363.16** for installation, monitoring, and maintenance of burglar alarms college-wide for the period of 7/1/15 – 6/30/16. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption I: “Single source...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 19. P.O. #95740 – Oracle America Inc** – This is in the amount of **\$467,062.35** for renewal of support services and software updates for Oracle contract P96-613-14-000-11 for the period of 7/1/2015-6/30/2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information technology ...” **Recommended** by Jamelle Conner, Associate Vice President, Planning, Budget and Compliance, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 20. P.O. #95756 – Prolifics Application Services Inc** – This is in the amount of **\$90,792.00** for consultant to assist and support as application lead for new project development in PeopleSoft from 7/1/2015-12/31/2015. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information technology ...” **Recommended** by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

**Change Orders listed in numeric order:**

1. **P.O. #91517 – Josephson, Dwayne Scott:** This change order is in the amount of **\$14,000.00** increase (new total is \$55,013.00). For instructional services and consulting for both public and corporate contract classes for July 2014 through June 2015. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services...” **Recommended** by James Connolly, Corporate Training Director, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
2. **P.O. #92162 – EQ – The Environmental Quality Company:** This change order is in the amount of **\$10,000.00** increase (new total is \$42,500.00). For hazardous waste removal services college-wide for the period of July 2014 through June 2015. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Contract pricing ...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
3. **P.O. #94288 – Polk State College:** This change order is in the amount of **\$9,270.00** increase (new total is \$36,720.00). For tuition share based on the sliding scale with three students per class. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by John Chapin, Dean, Natural Science, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

<b>Summary of Vendors Appearing More Than Once (exclusive of change orders)</b>
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Beasley Media Group

P.O. #95429 \$41,962.50

P.O. #95544 \$49,230.00

Total \$91,192.50

<b>For Information: Excerpt from Board of Trustees Rule 6Hx23-5.12 Purchasing</b>
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All non-exempt purchases exceeding the Category Two threshold amount [\$35,000] as specified in Section 287.017, Florida Statutes, require a formal sealed competitive solicitation requested from at least three responsible vendors, when possible. In addition, competitive solicitation awards exceeding the Category Five threshold amount [\$325,000] as specified in Section 287.017, Florida Statutes, must be approved by the Board of Trustees. Whenever two or more such solicitations, which are equal with respect to price, quality, and service, are received for the procurement of commodities or services, a solicitation response received from a business that certifies it has implemented a drug-free workplace program as specified in Section 287.087, Florida Statutes, shall be given preference in the award process. In the event it is desired to competitively solicit commodities or services that are included in the exempt from competitive solicitation category, the competitive solicitation must originate through Purchasing.

**The following are exceptions to competitive solicitations:**

A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.

B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.

C. Library books, reference books, periodicals, and other library materials and supplies.

D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.

E. Food.

F. Services or commodities available only from a single or sole source.

G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, "professional services" shall include services in connection with environmental

matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.

H. Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange, and use information in various forms of voice, video and data and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

I. Single Source procurements for purposes of economy or efficiency in standardization of materials or equipment.

J. Emergency purchases not in excess of the Category Two threshold [\$35,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.

**(Rule Authority: State Board of Education Rule 6A-14.0734 Bidding Requirements.)**

This Quarterly Informational Report was compiled by Paul Spinelli, Director of Procurement, Asset Management and Auxiliary Services.

PAS080615

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President



**SUBJECT:** Board of Trustees' Rules

**Approval is sought for the following proposed changes to the Rules Manual, which are being submitted for your consideration.**

**6Hx23-1.06 Responsibility and Authority of the President** The proposed changes will update and revise the Rule regarding the responsibilities of the College President, more specifically, to add a provision related to the annual submission of a legislative package to the board prior to the upcoming session.

*Submitted by Suzanne Gardner*

Suzanne L. Gardner, General Counsel, recommends approval.

ps:slg0831151

Attachment

6Hx23-1.06 RESPONSIBILITY AND AUTHORITY OF THE PRESIDENT

- I. The Board of Trustees delegates to the President administrative authority over the College and holds the President responsible for the efficient direction and operation of the College pursuant to federal and state law, the rules of the State Board of Education, and the rules adopted by the Board of Trustees.
- II. The President may delegate authority to the staff to perform administrative functions necessary to the efficient operation of the College. The responsibility for the performance of these functions shall remain with the President.
- III. The President shall provide to the Board each year, for their review and approval, a legislative package with all attending materials and information in support of the College's written plan and requests for the upcoming Florida legislative session at least 120 days prior to the beginning of the session.
- III.IV. The President is hereby authorized to sign, on behalf of the Board, all contracts and other documents reflecting action previously approved or authorized by the Board. In addition, all contracts including those involving expenditures not exceeding the amount as specified in Section 287.017, Florida Statutes, for Category Five may be approved and signed by the President or designee. Contracts involving expenditures will be listed in an informational report to the Board quarterly.
- IV.V. Alternatively, at the discretion of the President, a Request for Contract may be:
  - A. Considered by the President's Executive Committee Cabinet prior to final approval; or
  - B. Considered by the President in consultation with the Board Chair prior to final approval; or
  - C. Presented to the Board for approval.
- V.VI. The President is hereby authorized to designate an individual to serve in place of the President during his or her temporary absence, incapacity or in emergencies when the President is unavailable. In the event that the President has not so designated, the chief academic officer, and if the chief academic officer is not available to

serve, the chief administrative officer, shall temporarily serve in the President's place until such time as the Board can designate an acting president, if necessary.

- ¶.VII. It shall be the responsibility of the President or a committee appointed by the President, where he deems such to be necessary, to ensure that all elections held within the College, except those held pursuant to Chapter 447, Florida Statutes, which are supervised by the public employees relations commission, are carried out in a fair and equitable manner.

Specific Authority: 1001.64(2) & (4), F.S.

Law Implemented: 1001.64, 1001.65, F.S.; Rules 6A-14.0261, 6A-14.026, F.A.C.

History:

This history reflects changes to the rule and procedure which were formerly combined. Formerly - 6Hx23-2.201; Adopted - 7/2/68; Readopted - 7/15/71, 10/25/77; Amended - 9/25/73, 2/27/77, 5/17/79, 11/20/79, 9/17/81, 3/3/82, 8/19/82; Filed - 8/19/82; Effective - 10/1/82; 11/21/00. Filed - 11/21/00. Proposed Date To Become Effective - January 1, 2001; 8/16/11. Filed - 8/16/11. Effective - 8/16/11; 9/15/15. To Be Filed - 9/15/15. Proposed Date To Become Effective - 9/15/15.

September 15, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College

**FROM:** William D. Law, Jr., President 

**SUBJECT: 2016 Board Legislative Priorities**

At the Board of Trustee meeting of May 2015, the Board directed that annually, the president should present a plan to the Board of legislative-related issues in order to clarify the college's position on items of interest. Toward that end, the following language is proposed to be added to the duties and responsibilities of the President contained in the Board of Trustees Rules:

6Hx23-1.06 RESPONSIBILITY AND AUTHORITY OF THE PRESIDENT

*III. The President shall provide to the Board each year, for their review and approval, a legislative package with all attending materials and information in support of the College's written plan and requests for the upcoming Florida legislative session at least 120 days prior to the beginning of the session.*

Secondly, the following list of issues is proposed in compliance with the previously mentioned direction of the Board:

**Legislative priorities, 2016 Session**

1. Support for Performance Funding (with enhanced metrics) and other general operating funds increases;
2. Support for Funding for replacement of Administration Building, St. Petersburg/Gibbs Campus (highest priority on existing Capital Improvement Project funding list)
3. Support for Simulation Center Funding (emergent priority – programmatic and capital needs)
4. Oppose concealed carry on campus legislation
5. Support strengthening/normalizing baccalaureate degree approvals; resolution of ongoing state policy concerns

6. Separate/clarify third party funds administered by the college from College operating funds; do not permit administered funds to be folded into the college 'base' funding;

Following your input, both items will be placed on the October Board agenda for action.

Thank you.