

## MINUTES OF THE MAY 19, 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, May 19, 2015 at the St. Petersburg College EpiCenter, 13805 – 58<sup>th</sup> Street N., Largo, 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. Mr. Joseph H. Lang, Board Attorney was absent. 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, May 19, 2015, at the Seminole Campus, Conference Center, 9200 113th Street N, Seminole, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no 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. Lara Maisch, 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).

**14-303.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

**MINUTES OF THE MAY 19, 2015 MEETING OF THE BOARD OF  
TRUSTEES OF ST. PETERSBURG COLLEGE**

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**AGENDA**

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
**MAY 19, 2015**

SEMINOLE CAMPUS,  
9200 113TH STREET N., CONFERENCE CENTER  
SEMINOLE, FL

**SPECIAL 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. Susan Fell (*Attending*)
- B. Recognitions/Announcements
  - 1. Intergovernmental Agreement between the City of Seminole and St. Petersburg College – Frank Edmunds Public Policy Management Associate Program
- C. Dr. Jim Olliver, Provost Retirement (*Attending*)

**III. COMMENTS**

- A. Board Chair
- B. Board Members
- C. President
- D. Public Comment pursuant to §286.0105 FS

**IV. REVIEW AND APPROVAL OF MINUTES**

Board of Trustees' Meeting of April 21, 2015 (*Action*)

**V. MONTHLY REPORTS**

- A. Board Attorney
- B. General Counsel

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- C. Rich Mercadante, Chair, Faculty Governance Organization (*Presentation*)

## VI. STRATEGIC PRIORITIES

### A. BUDGET AND FINANCE WORKSHOP

- 1. FY14-15 April 30 Financial Report (*Presentation*) – Ms. Jamelle Conner, Associate Vice President, Business Services
- 2. FY15-16 Budget Update (*Presentation*) – Ms. Jamelle Conner

Focus Area 1 - The College Experience Advising Model (*Presentation*) - Mr. Tyrone Clinton, Associate Provost, Midtown, Mr. Keron Jean-Baptiste, Associate Provost, St. Petersburg Gibbs, and Mr. Rod Davis, Associate Provost, Tarpon Springs (*Presentation*)

### B. ADMINISTRATIVE MATTERS

- 1. Human Resources
  - a. Personnel Report (*Action*)
- 2. 2015-16 Staffing Priorities (*Presentation*)

## VII. CONSENT AGENDA

### A. OLD BUSINESS (items previously considered but not finalized) - NONE

### B. NEW BUSINESS

- 1. GRANTS/RESTRICTED FUNDS CONTRACTS
  - a. CareerSource Florida, Inc. – Instrument Transformers, Inc., Quick Response Training Grant
  - b. Florida Department of Education – Tampa Bay Consortium College Reach out Program
  - c. U.S. Department of Labor Employment and Training Administration – American Apprenticeship Initiative
- 2. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000

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- a. Johnson Controls and Bank of America contracts for the Allstate Chiller Plant
- 3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
  - a. Selection of Architectural Firms for Miscellaneous Services
  - b. Tarpon Springs Administration Building Renovation
  - c. State Safety Inspection Report
  - d. Mechanical Renovation Project, Clearwater Arts Auditorium
- 4. OTHER
  - a. Achieving the Dream & Jobs for the Future Opportunity (*Information*)
  - b. Intergovernmental Agreement between the City of Seminole and St. Petersburg College—Frank Edmunds Public Policy Management Associate Program

C. INFORMATIONAL REPORTS - NONE

**VIII. PUBLIC ACCESS/UNAGENDAED ITEMS**

**IX. PROPOSED CHANGES TO BOT RULES MANUAL –Public Hearing - NONE**

**X. PRESIDENT’S REPORT**

**XI. NEXT MEETING DATE AND SITE**

**Tuesday, June 16, 2015**, St. Petersburg Gibbs Campus, Room SS-222, Collegiate High School Building. (Provost Karen White Retirement at 8:00a.m; Meeting begins at 9:00 a.m.)

**XII. ADJOURNMENT**

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting May 19, 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.



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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: May 8, 2015

Confirmation of Publication

[Notice of meeting](#)

### **14-304. 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.

### **14-305. Under Item II, Preliminary Matters**

Dr. Law recommended adoption of a retirement resolution for Dr. Susan Fell. Dr. Fell was in attendance and, joined by colleagues, received her resolution as presented by Chairman Fine and President Law.

### **14-306. Under Item II-B, Recognitions/Announcements**

Recognitions/Announcements –

Intergovernmental Agreement between the City of Seminole and St. Petersburg College – Frank Edmunds Public Policy Management Associate Program

Professor Jeffrey Kronschnabl, Public Policy Department, announced an agreement between the City of Seminole and St. Petersburg College that would enable one SPC Public Policy degree graduate per year to be hired by the City of Seminole over a period of ten years. This program, named after retiring Seminole City Manager, Mr. Frank Edmunds, provides the student who joins the City to rotate through various departments of city government and thus gain invaluable work experience.

Ms. Leslie Waters, Mayor of the City of Seminole, added her thanks to Mr. Edmunds for his collaboration with the College to establish this program. Ms. Waters also presented a plaque to Dr. James Olliver, retiring Provost of the Seminole campus of St. Petersburg College, in gratitude for his years of working as a partner with the City of Seminole on several mutually beneficial projects.

#### **Dr. James Olliver Retirement Recognition**

Dr. Law recognized the many accomplishments achieved by Dr. Olliver over his nearly 45 years of service with St. Petersburg College. A highlight of his successful work was the establishment

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of the Digitorium at the Seminole Campus. To recognize his efforts, Dr. Law announced that the Digitorium would be named for Dr. Olliver and Dr. Law then revealed a brass building plaque that will be placed on the building's exterior wall in Dr. Olliver's honor. Dr. Law also revealed via PowerPoint slide, the new signage over the Digitorium door.

Dr. Olliver expressed his gratitude for this honor and also extended his thanks to his wife, his fellow Provost colleagues, Dr. Williams, Dr. Law and the Board for their support. He also recognized the faculty and staff who have crafted the College Experience as well as the many community partners he has worked with over the years.

### **14-307. Under Item III, Comments**

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

Mr. Oliver noted that he attended the St. Petersburg College graduation ceremony on Saturday, May 9. He also offered his congratulations to Dr. Olliver.

Mr. Gibbons stated that he also attended the graduation ceremony and added that additional space was opened to accommodate the many attendees who came to witness the ceremony. He commended Dr. Law and his staff for the efficient staging of the event. He commented that he was especially proud of the many minority students who graduated. Mr. Gibbons congratulated Dr. Olliver on his retirement and thanked him for the many students whose lives have been changed through Dr. Olliver's efforts. Ms. Westine added her thanks to Dr. Olliver as well.

Dr. Law shared that 995 students walked on May 9 at SPC's Spring 2015 graduation and that the event was friendly, fun and orderly. He noted that it was the largest number of degrees awarded by the College: just under 2,300 degrees, 650 of which were baccalaureate degrees. He shared that one graduate asked if the College would be offering Masters degrees in the future.

### **14-308. Under Item IV, Review and Approval of Minutes**

The minutes of the April 21, 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. Mr. Oliver seconded the motion. The motion passed unanimously.

### **14-309. Under Item V, Monthly Reports**

Under Monthly Reports, Chairman Fine requested a report of any new business from Ms. Suzanne Gardner, Acting General Counsel.

There was no monthly report from Ms. Gardner.

Dr. Rich Mercadante, Chair, Faculty Governance Organization (FGO), updated the Board on the faculty's progress with the Online Revitalization project as well as improvements that have been made to the faculty evaluation process. Dr. Mercadante reported that all faculty members have

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completed training on the new online system and that many have been involved in developing standard online courses. He highlighted that the courses have been customized to the particular needs of St. Petersburg College students. He congratulated Dr. Susan Colaric for her work on this initiative. He highlighted a course that was developed called “Quality Matters,” which teaches faculty how to deliver online courses. He noted that the first section of this offering was filled within 20 minutes of it becoming available to faculty members. Additional sections were opened and these, too, were filled within 24 hours.

Dr. Mercadante explained that a software package called Faculty 180 has been attained to support faculty evaluations. Activities such as out-of-classroom support, publications and other factors will be considered in the overall evaluation of performance. The software provides a tool for faculty and either their Dean or Program Director to have a conversation facilitating clarity and guidance for future performance.

### **14-310. Under Item VI - A, Budget and Finance Workshop**

Under Budget and Finance Workshop,

1. FY14-15 April 30 Financial Report (*Presentation*) – Ms. Jamelle Conner, Associate Vice President, Business Services

Ms. Conner provided the status of the current year budget to the Board. She reported that Expenses are 1% below budget and Revenue is right at the budgeted amount. Actual Revenues through April are at 84% of the projected annual budget. Ms. Conner expects this number to be on budget at the end of the fiscal year. She noted that the current Fund Balance is \$8,035,484. She expects to report a \$0 fund balance by the end of the year.

Ms. Conner commented that 57% of lab fees for students have been either reduced or eliminated. She noted that 165 lab fees have been eliminated reducing the amount students pay for labs by \$8000. Dr. Law added that there is a state-wide focus on the cost of an education for students and this effort to reduce or eliminate lab fees addresses this concern.

2. FY15-16 Budget Update (*Presentation*) – Ms. Jamelle Conner

Ms. Conner reported that, since the Florida Legislature has not yet finalized the State Budget, the College has not yet learned what the State appropriations for education will be for the coming fiscal year. She estimated that the amount will be approximately \$2.5M. Dr. Law added that, in planning the budget, a 3% growth factor was used that would provide \$2M in additional fees. The budget for the coming year was planned without that growth.

Ms. Conner shared that the estimated 2015-16 Operating Revenue is \$2.45M. She highlighted the \$3.6M additional funding needed for a 3% employee compensation increase, \$1.4M Salary and Benefits funded through FY 2014-15 growth, and \$2.2M recurring budget funding needed. Ms. Conner also displayed the breakdown of new strategic funding needed for each of six strategic priority areas established by the Board totaling \$1.8M. Ms. Conner noted that strategic

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priorities in the areas of Community Initiatives, the College Experience Student Success Initiative and Academic and Instructional Enhancement would be funded from other funding sources.

Ms. Conner reviewed the strategic priority adjustments that would need to take place should the State allocation be less than what is estimated at this time.

Dr. Law added that Ms. Conner presented a high-level overview based on current information. He noted that the online revitalization initiative is already funded for the first three years. He noted that other initiatives such as the Midtown Campus, the new CRM, employee development projects and the advising model revision have in some part already been funded. Ms. Conner informed the Board that if the estimated \$2.9M State funding is less than expected, the budget would be reviewed and presented with changes in June. The Florida Legislature is scheduled to hold a special session in June and it hoped that the State budget will be finalized at that time. Dr. Law noted that \$1M in funds have already been identified that could be reduced from the budget and that the impact to projects would be in the nature of scope reduction and timeline adjustments. He expressed his confidence that the College could move forward in a reasonable way.

Chairman Fine thanked Ms. Conner and Dr. Law for meeting with the Board and taking the time to keep them up to date on the budget details.

### Focus Area 1 - The College Experience Advising Model (*Presentation*) -

Mr. Tyrone Clinton, Associate Provost, Midtown, Mr. Keron Jean-Baptiste, Associate Provost, St. Petersburg Gibbs, and Mr. Rod Davis, Associate Provost, Tarpon Springs (*Presentation*)

Mr. Keron Jean-Baptiste presented information on the new advisory model being introduced to the College that addresses current student needs and is sustainable going forward. He noted that online students will be receiving the same services as students who attend classes on campuses. He noted that the job title of the advisors will change to Career and Academic Advisors to better reflect the new scope of their responsibilities. The advisors will receive training in the areas of career guidance, enhanced retention and intervention. The advising role will be aimed at helping individual students more effectively with fewer referrals to other departments. Two teams will be developed that can work together during peak times as well as focus on admissions and retention in non-peak times.

In addition, all students who have been away from SPC due to dismissal or dropping out, as well as all new first-time in college students, will be required to attend SmartStart Orientation. They will be required to take this course within the first four weeks of their starting classes.

Mr. Davis emphasized that the new model will also focus on student behaviors. The advisors will be expected to utilize College resources, respond to faculty and staff via retention outreach

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and focus on increasing the number of students who graduate and/or become employed. A modified advising organization structure will be introduced over the next two years. The skill set of advisors will expand to include critical thinking, case management and career advising.

Mr. Clinton shared that work has begun on developing Advisor Certification through prescribed training on individual plans. It is expected that Advisors be familiar with all SPC policies and procedures, MyLearningPlan and other internal resources. In addition, the new advisor position will require a baccalaureate degree and will be upgraded from a Career classification Level 6 to an Administrative/Professional Level 1. These upgrades will be implemented incrementally over the next three years and the total increase to salary cost of \$400K will be spread across the three years at 40%, 40% and 20%. Advisors will also be required to attain external recognized certifications in this field.

Mr. Clinton noted that next steps include the training of supervisors to lead the implementation of the new model. A formalized job description for advisors as well as the communication plan are complete. In the second year of this initiative, FY 2016-17, a new Retention Manager Position and job description will be confirmed and staff training will be delivered as appropriate.

Mr. Oliver commented that he has gotten very good feedback from individuals on the quality of the advisors and he was interested in measuring the success of the effect of the change to the advising model on student success. Ms. Westine expressed her pleasure that the SmartStart Orientation would be required for new and returning students. Mr. Gibbons also expressed his pleasure with the higher quality advising that this model would yield.

Chairman Fine asked if there were enough advisors at this time. Mr. Clinton responded that there are currently 70 advisors who will be available during peak times and will refocus on other duties in off-peak times. Dr. Law commented that this new model came out of the Board's desire to focus on workforce development. He noted that this has required an enhanced skill set for the advisors. Dr. Law added that this phased approach will allow adjustments as they are needed.

### **14-311. Under Item VI - B, Administrative Matters** Under Administrative Matters,

The Board considered Personnel Items VI-B.1a. Mr. Gibbons moved approval. Ms. Westine seconded the motion. The motion passed unanimously.

Information regarding these items is as follows:

1. Human Resources
  - a. Personnel Report (*Action*)
2. 2015-16 Staffing Priorities (*Presentation*)

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Dr. Law noted that there has been some turnover in some key positions and assured the Board that there is a plan in place for replacing them. The Board will be kept advised as these open positions are posted for soliciting applications. Dr. Law noted that the spring is a difficult time to recruit because many candidates have already made commitments to their positions for the coming year. He noted that recruiting would start in earnest after Labor Day.

**14-311.** The Board considered all Items under VII-A through VII-C, Consent Agenda. Ms. Westine moved approval of Items VII.A through VII-C. Mr. Gibbons seconded the motion. The motion passed unanimously.

**Under Item VII-A, Old Business**

None

**14-312. Under Item VII-B.1, Grants/Restricted Funds Contracts**

Information regarding these items is as follows:

- a. CareerSource Florida, Inc. – Instrument Transformers, Inc., Quick Response Training Grant
- b. Florida Department of Education – Tampa Bay Consortium College Reach out Program
- c. U.S. Department of Labor Employment and Training Administration – American Apprenticeship Initiative

**14-313. Under Item VII-B.2, Bids, Expenditures and Contracts over \$325,000**

Information regarding these items is as follows:

- a. Johnson Controls and Bank of America contracts for the Allstate Chiller Plant

**14-314. Under Item VII-B.3, Capital Outlay, Maintenance, Renovation, and Construction**

Information regarding these items is as follows:

- a. Selection of Architectural Firms for Miscellaneous Services
- b. Tarpon Springs Administration Building Renovation
- c. State Safety Inspection Report

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TRUSTEES OF ST. PETERSBURG COLLEGE**

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- d. Mechanical Renovation Project, Clearwater Arts Auditorium

**14-315. Under Item VII-B.4, Other**

Information regarding these items is as follows:

- a. Achieving the Dream & Jobs for the Future Opportunity (*Information*)
- b. Intergovernmental Agreement between the City of Seminole and St. Petersburg College Frank Edmunds Public Policy Management Associate Program

**14-316. Under Item VII - C, Informational Reports**

None

**14-317. Under Item VIII, Public Access/Unagendaed Items**

None

**14-318. Under Item IX, Proposed Changes to BOT Rules Manual**

None

**14-319. Under Item X, President's Report**

Under the President's Report, Dr. Law discussed the following:

Dr. Law shared that in addition to the regular Board meeting in June, if a second meeting to address the budget is required, then it would be scheduled. An additional meeting may not be required if an approved budget can be submitted to the State by the June 30<sup>th</sup> statutory deadline. It has also been confirmed that the State Chancellor of Education has the ability to adjust the submission date if necessary. Dr. Law said that until the budget is approved, the College will maintain its current level of spending. He is awaiting additional detail to determine if this is permitted. He expressed his hope that once the Legislature reconvenes for the special session on June 1<sup>st</sup> that progress would be made towards confirming the College's FY2015-16 budget.

**14-320. Under Item XI, Next Meeting Date and Site**

The Board confirmed its next meeting date and site as Tuesday, June 16, 2015 9:00 a.m., at the St. Petersburg/Gibbs Campus.

**14-321. Under Item XII, Adjournment**

Having no further business to come before the Board, Chairman Fine adjourned the meeting at 10:06 a.m.

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TRUSTEES OF ST. PETERSBURG COLLEGE**

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**William D. Law, Jr.**

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

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**Robert J. Fine.**

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



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

**Board of Trustees Meeting**  
**May 19, 2015**

II - B.1 Frank Edmunds Public Policy Management Program

St. Petersburg College  
**SPC**

## Frank Edmunds Public Policy Management Associate Program

An Achieving the Dream Institution

St. Petersburg College  
**SPC**

## Innovative and Generous Partnership Initiative



Passed by the City of Seminole  
— a commitment to hire one student each year for ten years

Honoring City Manager Frank Edmunds, retiring in August after 20 years as

An Achieving the Dream Institution

2



The City of Seminole will select one Public Policy & Administration Baccalaureate graduate for full time employment for one year.



The student will be a recent graduate or finishing last semester of the Public Policy & Administration Program at St. Petersburg College.



The student will be employed full time and rotate through four departments: Administration, Public Safety, Community Development and Public Works.



## Program Details



## FGO

### Faculty Governance Organization

- Faculty Progress with Online Revitalization
- Improvements to Faculty Evaluation Process

VI – A.1 FY14-15 April 30 Financial Report

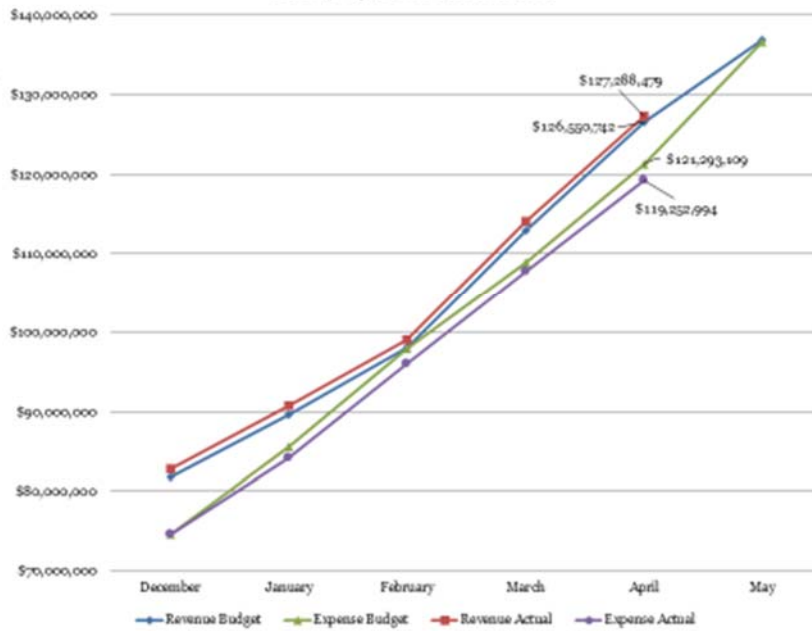


St. Petersburg College  
Board of Trustees  
Monthly Financial Report

Jamelle Conner  
May 2015



St. Petersburg College  
FY14-15 Fund 1 Actuals

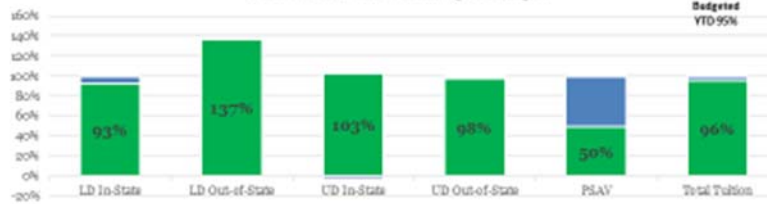


Revenue Focus

**ST. PETERSBURG COLLEGE**  
FY14-15 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - April 30

Revenue	FY14-15 Budget	FY14-15 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
Student Tuition & Out-of-State Fees	\$ 58,937,969	\$ 56,529,991	96%	
State Appropriation - CCPF	\$ 53,145,924	\$ 44,568,365	84%	
State Appropriation - Lottery	\$ 15,540,962	\$ 9,350,166	60%	
Operating Cost for New Facilities	\$ 336,168	\$ -	0%	
Learning Support Access Fee	\$ 1,931,748	\$ 1,761,789	91%	
Distance Learning Fee	\$ 3,563,035	\$ 3,677,691	103%	
Technology Fee	\$ 2,903,108	\$ 2,749,744	95%	
Lab Revenue Fees	\$ 1,714,401	\$ 1,863,016	109%	
Industry Certifications	\$ 150,000	\$ -	0%	
Other Revenues	\$ 3,390,893	\$ 2,920,920	86%	
Other Student Fees	\$ 1,681,635	\$ 1,109,068	66%	
Fund Transfers In	\$ 3,145,628	\$ 2,757,729	88%	
Revenue Stabilization Reserve	\$ 2,173,009	\$ -	0%	
One-Time Non-Recurring Funds	\$ 2,433,328	\$ -	0%	
<b>Total Revenues - Fund 1x</b>	<b>\$ 151,047,808</b>	<b>\$ 127,288,479</b>	<b>84%</b>	<b>84%</b>

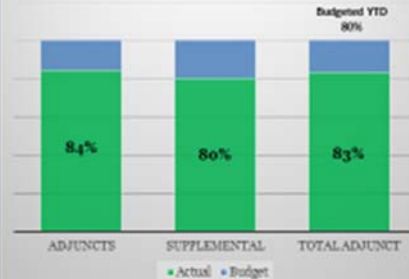
Tuition Revenue Tracking to Budget



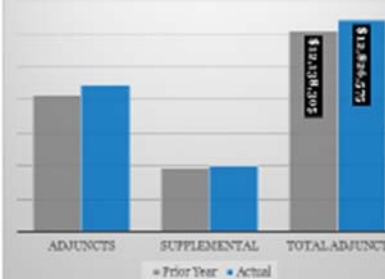
Expense Focus

Operating Costs	FY14-15 Budget	FY14-15 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
<b>Personnel &amp; Benefits</b>				
Total Personnel & Benefits	\$ 116,590,454	\$ 96,720,029	83%	81%
<b>Current Expense</b>				
Total Current Expense	\$ 31,128,426	\$ 20,826,689	67%	75%
<b>Capital Spending</b>				
Total Capital Spending	\$ 3,328,929	\$ 1,706,276	51%	90%
<b>Total Operating Costs - Fund 1x</b>	<b>\$ 151,047,810</b>	<b>\$ 119,252,994</b>	<b>79%</b>	<b>80%</b>
<b>Total Remaining Funds (Surplus/Deficit)</b>	<b>\$ 0</b>	<b>\$ 8,035,484</b>		

Adjunct Expense Tracking to Budget

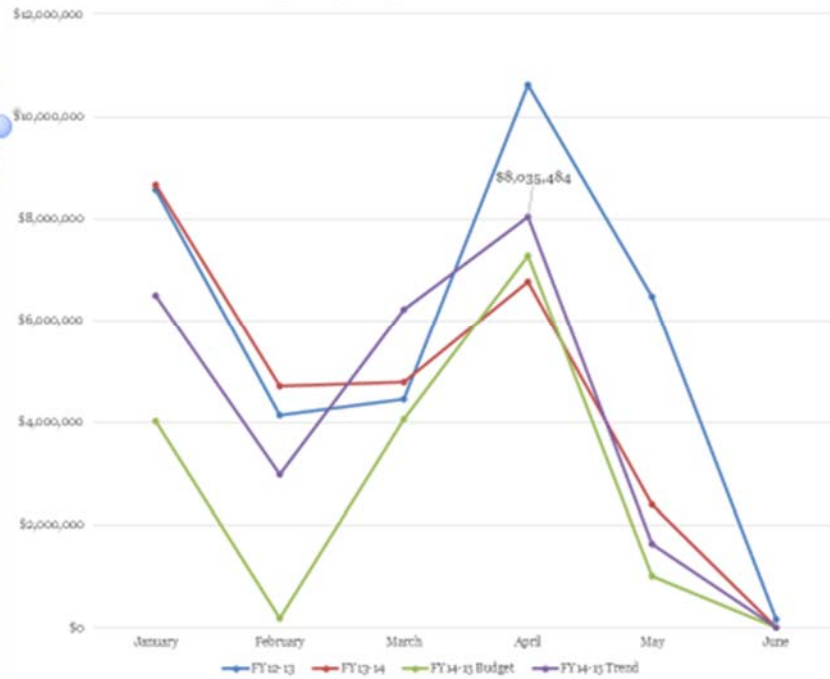


Year Over Year Adjunct Expense Comparison





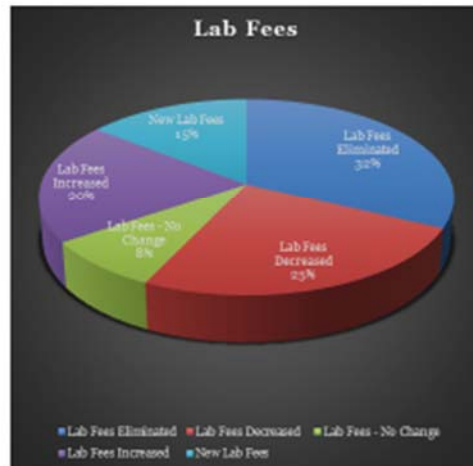
Operating Budget Fund Balance Trends



## Lab Fee Trends

### Impact of Lab Fee Adjustments 2012-13 to 2014-15:

- 57% of lab fees were either decreased or eliminated
- Lab fees eliminated for 165 courses





Questions?





## FY15-16 Strategic Plan Budget Update

Board of Trustees Meeting  
May 19, 2015



## 2015-16 Current Estimated Operating Revenue

Sources	Amount
<b>Projected Revenue</b>	
Tuition, Tech, & Learning Access Fees (Carryforward of FY14-15 Actual Growth)	\$1.4M
Tuition, Tech, & Learning Access Fees (New FY15-16 Enrollment Growth)	\$2.0M
Distance Learning Fee	\$172K
<b>State Funding</b>	
• State Program Funding	TBD
• Performance Funding	TBD
• Operating Costs of New Facilities	\$173K
<b>Add'l Funds from Reallocation and/or Expense Reductions</b>	
Budgeted Position Salary Savings	\$700K
<b>Less: Enrollment Reserve</b>	<b>(\$2.0M)</b>
<b>Current Estimated Operating Revenue</b>	<b>\$2.45M</b>



### Strategic Funding From Other Funding Sources



## FY15-16 Estimated Budget (Awaiting State Funding Impact)

FY15-16 St. Petersburg College Operating Budget Estimate	
Revenue	FY15-16 Estimate
Student Tuition & Out-of-State Fees	\$ 60,337,721
State Appropriation - CCPE	\$ 53,482,092
State Appropriation - Lottery	\$ 15,540,962
Performance Funding	\$ -
Operating Cost for New Facilities	\$ 172,604
Learning Support Access Fee	\$ 1,051,065
Distance Learning Fee	\$ 3,735,035
Technology Fee	\$ 2,032,139
Lab Revenue Fees	\$ 1,065,016
Industry Certifications	\$ 150,000
Other Revenues	\$ 5,290,893
Other Student Fees	\$ 1,494,510
Fund Transfers In	\$ 3,145,628
Revenue Stabilization Reserve	\$ 2,173,009
One-Time Non-Recurring Funds	\$ 2,433,328
<b>Total Revenues - Fund 1x</b>	<b>\$ 154,704,002</b>

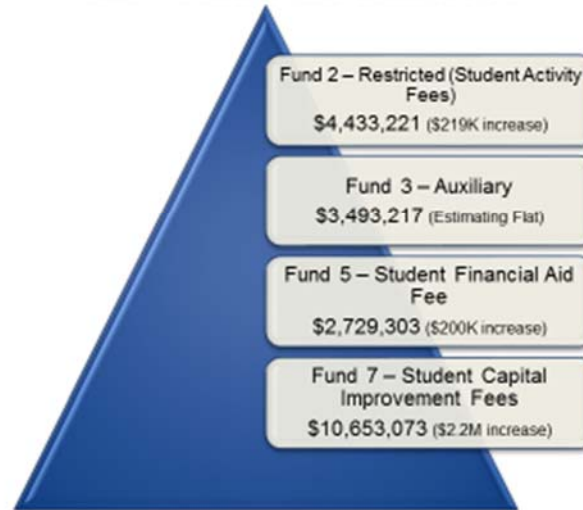
Operating Costs	FY15-16 Estimate
<b>Personnel &amp; Benefits</b>	
Total Personnel & Benefits	\$ 120,636,605
<b>Current Expense</b>	
Total Current Expense	\$ 33,786,368
<b>Capital Spending</b>	
Total Capital Spending	\$ 3,328,929
<b>Total Operating Costs - Fund 1x</b>	<b>\$ 157,651,802</b>
<b>Total Funds Needed to Balance Budget</b>	<b>\$ (2,947,800)</b>



### Strategic Priority Adjustments Needed if Funding Less Than Needed



### Other College Fund Budget Revenue Estimates





## Next Steps- June Meeting

- June 20<sup>th</sup>: Special Session Ends
  - State Program Funding
  - Performance Funding
- Other Fund Budgets
  - Capital Outlay
  - Student Activities
  - Auxiliary
  - Financial Aid

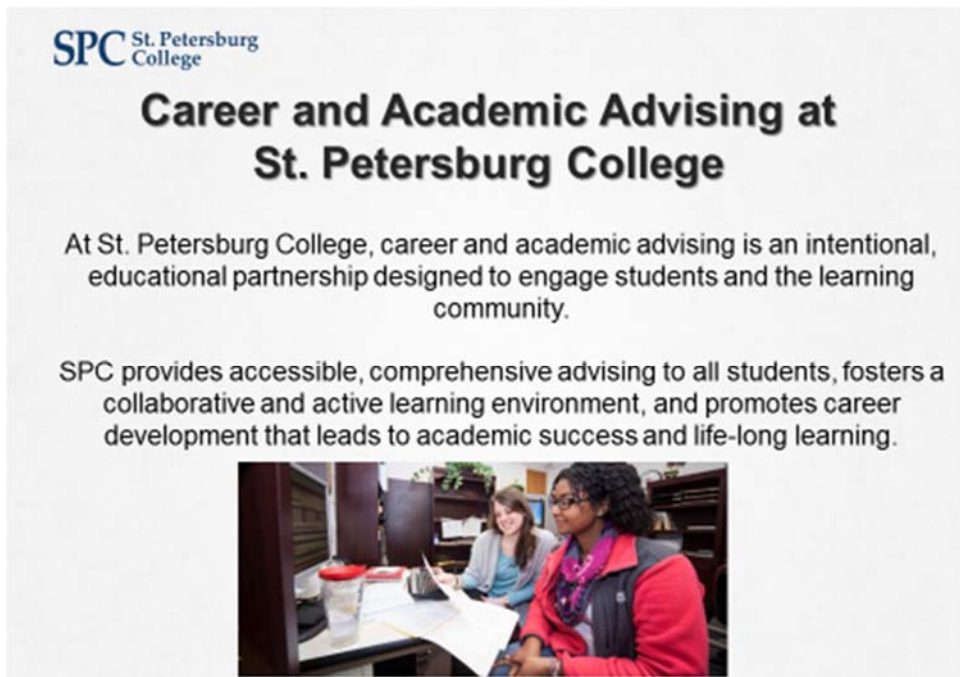


Questions?

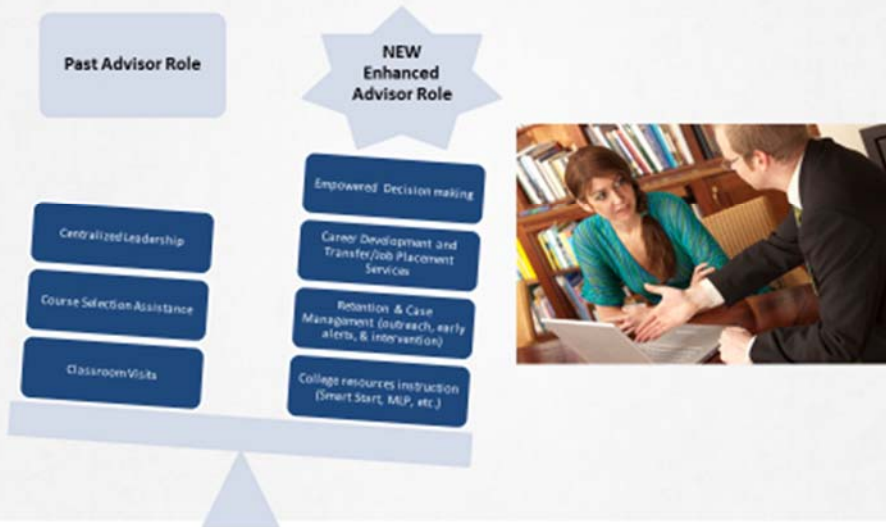
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VI - A.2 Focus Area 1 Advising Model



## The Development of the Advisor Role



## The New Advising Model aims to

- 1 enhance career preparation and student success. (enrollment - graduation)
- 2 reduce wait times and number of visits for current and prospective students.
- 3 improve advisor effectiveness and professional growth and development of advising practitioners.
- 4 increase the level of student ownership of educational goals.

## Career & Academic Advisors are expected to:

provide a welcoming environment online and on campus and deliver excellent customer service.
engage students in career conversations (career interests, life goals, transfers, and job services) that help them solidify their career goals and develop an academic pathway.
provide support services to effectively help students in onboarding, retention and graduation initiatives.
teach Smart Start Orientation to FTIC and returning students.
case manage students regarding their academic performance, recognize and resolve barriers to student success, and develop a plan of action for improvement
provide individualized communications to students on relevant campus events to assist in student success (workshops, seminars, etc...).
guide students through the development of an academic plan (MLP) that supports timely graduation.
help students to navigate SPC, MyCourses and other SPC web based support service.
listen to their concerns, analyze and interpret data to make the appropriate referrals to enhance student success (community resources, campus resources, and support services).
remain current on SPC's degree programs, certificates, and Workforce Institute.
be responsive to student phone calls and emails in a timely fashion.
provide recruitment services to prospective students and candidates for admission to SPC's Bachelor's Program.

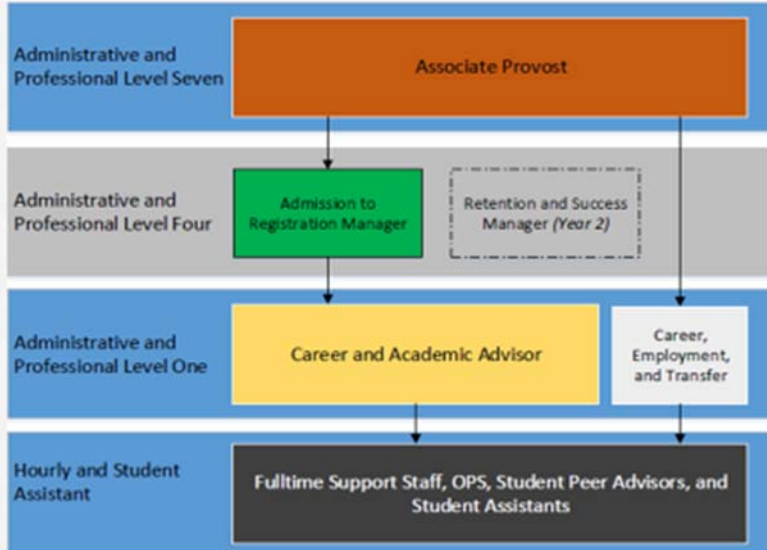
## Students are expected to:

assume responsibility for their decisions and educational outcomes. Advisors provide guidance, but students are ultimately responsible for their success.
use the extensive array of college resources (on campus & online) available to them (out of class support, My Learning Plan, Smart Thinking, etc.).
respond to prompts from faculty and staff in a timely manner (Early Alerts, Intervention Outreach, etc.) and follow through.

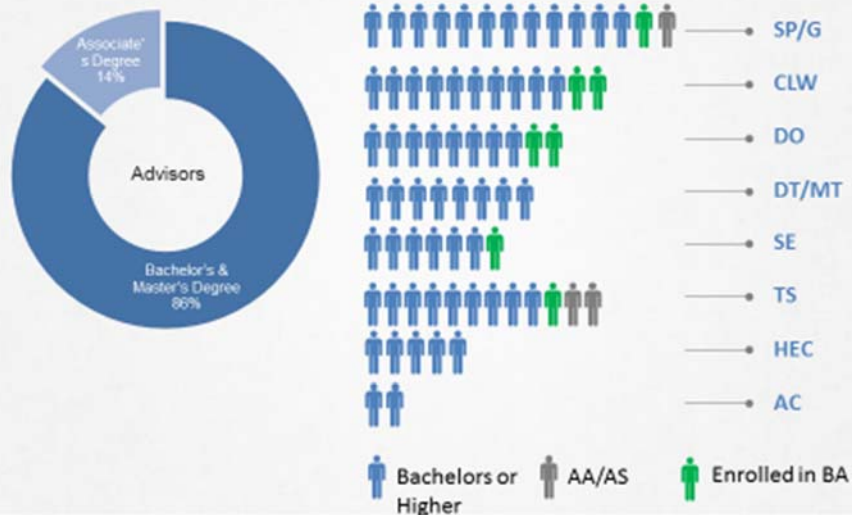




## The Advising Model Organization Structure



## New Position requires a Bachelor's Degree



## New Position requires Advisor Certification

### Internal Certifications

- Require mastery of all advising processes and procedures
- Exhibit exemplary customer service
- Empower advisors to make decisions and improve processes

### External Certifications

- Career Development Facilitator (CDF) Certification by the National Career Development Association  
[http://ncda.org/ava/NCDA/pt/sp/facilitator\\_overview](http://ncda.org/ava/NCDA/pt/sp/facilitator_overview)
- NACADA  
<https://www.nacada.ksu.edu/Resources/Clearinghouse/Vlow-Articles/Steps-to-Advisor-Certification.aspx>

## Cost of Implementation

Position Re-classification	Cost
From Student Support Advisor (Career classification, Level 6) to Career & Academic Advisor (A&P, Level 1) added incrementally over 3 years as follows:	\$400,000



## THE NEXT STEPS

- 1 Year 1 (2015-16 – Phase I)
  - Prepare Advising Managers to lead in the implementation of the new model
  - Implement the new Career & Academic Advisor Classification (job description, etc.)
  - Create communication plan for the Career & Academic Advisors
- 2 Year 2 (2016-17 – Phase II)
  - Confirm new Retention Manager Position and job description
  - Train staff as appropriate



SPC St. Petersburg College

## QUESTIONS?

WWW.SPCOLLEGE.EDU

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May 19, 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>Effect. Date</b>	<b>Name</b>	<b>Department/Location</b>	<b>Title</b>

4/13/2015-6/30/16	Anderson,Curtis A	Marketing & Strategic Comm DO	Assistant Director, Interactiv
4/20/2015-6/30/16	Quinzi,Mark D	College of Business EPI Tech	Career Outreach Specialist
4/27/2015-6/30/16	Morrel,Kari R	Learning Resources MT	Information Resources Librn
05/4/2015-6/30/16	Ducey,Lawrence E	Instructional Computing SE	Instructional Support Tech
4/13/2015-6/30/16	Burke,Ashley C	Leepa/Rattner Museum - DO	Museum Collections Manager
05/1/2015-6/30/16	Sharp,Lara L	Engineering Technology CL	Program Dir, Engineering Tech
4/27/2015-6/30/16	Moosa,Asadali A	Instructional Computing SE	Senior Web Analyst/Programmer
4/13/2015-6/30/16	Vasquez,Robert M	Marketing & Strategic Comm DO	Senior Web Analyst/Programmer

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

4/27/2015	Gebler,Ashley M	Marketing & Strategic Comm DO	Administrative Svcs Specialist
4/1/2015	Irons,Christine A	College of Education TS	Administrative Svcs Specialist
4/27/2015	Duprey,Wendy B	Learning Resources CL	Instructional Supp Specialist
5/11/2015	Boone,Mikaela P	Learning Resources CL	Instructional Support Spec.
4/13/2015	Knight,Brittany L	Marketing & Strategic Comm DO	Multimedia Services Specialist
4/27/2015	Oatman,James E	Campus Security SPG	Security Officer
4/27/2015	Planchet,Pierre A	Campus Security - SE	Security Officer
4/27/2015	Eakin,Emily E	Student Services EPI Tech	Sr Administrative Svcs Assist
4/7/2015	Creekmore,Sheila K	Natural Science SPG	Sr Administrative Svcs Assist
4/20/2015	Kroll,Shoshana S	Counseling & Advisement SPG	Student Support Advisor

4/20/2015	Reed,Reginald W	Student Support Services SPG	Student Support Advisor
4/20/2015	Giraldi,Chauncey-Juan M	Registration SPG	Student Support Advisor

### HIRE Budgeted Faculty

Effect. Date	Name	Department/Location	Title
05/04/15-06/30/16	Rivero, Douglas	Social Science SE	Chair, Social & Behavioral Sciences

### TRANSFER/PROMOTION Budgeted

Effect. Date	Name	Department/Location	Title
4/27/2015-6/30/16	Caron,Ashley L	Academic Effective&Assessmt DO	Asst Director, Accred & Assess
4/25/2015	White,Brian N	Maintenance Services CL	Senior Facilities Specialist
4/13/2015	Fernandez,Joey	Campus Security SPG	Sr Security Officer
5/9/2015	Andrade,Micah W	Financial Assistance Services SE	Student Support Advisor
4/20/2015	Mederos Jr,Rolando A	Provost SPG	Student Support Advisor
4/27/2015-6/30/16	Marion,Amie N	Provost TS	Student Support Manager
4/20/2015-6/30/16	Couch,Marie S	Corporate Training DO	Tech Program Coordinator
4/6/2015	Seay,Steven J	Facilities Plan & Inst Svcs SPG	Transportation Supervisor

### HIRE Temporary/Supplemental

Effect. Date	Name	Department/Location	Title
5/18/2015	Graczyk,Kristin L	Nursing HC	Adjunct Bach Prog.
5/18/2015	Klapuh,Samir	Nursing HC	Adjunct Bach Prog.
5/18/2015	Whisenhunt,Craig A	Paralegal Studies CL	Adjunct Bach Prog.
5/18/2015	Lopez,Sarah E	Business Technologies SE	Faculty - supplemental
5/4/2015	Frandeka,Holly A	Enrollment Management DO	General Support
5/4/2015	Semones,Sarah	Enrollment Management DO	General Support
5/18/2015	Weber,Stephen L	Provost HC	Instructor, Temp HardToFill
5/4/2015	Kish,George R	Natural Science CL	Instructor, Temporary Credit
5/18/2015	Lo,John Hing	Respiratory Care HC	Instructor, Temporary Credit
5/18/2015	Sevelin,Gary B	Business Technologies SPG	Instructor, Temporary Credit
5/18/2015	Ward-Timmons,Ada R	Social Science TS	Instructor, Temporary Credit
4/27/2015	Sims,Isaiah Patrick	Associate Provost CL	OPS Career Level 2
5/1/2015	Fox,Jeffrey David	SPC DT	OPS Career Level 3
5/18/2015	Harvey,David C	Corporate Training DO	OPS Career Level 3
5/18/2015	Busche,Kimberly M	Corporate Training DO	OPS Career Level 4

5/18/2015	Dudley,Kyle J	Corporate Training DO	OPS Career Level 4
5/18/2015	Morris,Liz P	Corporate Training DO	OPS Career Level 4
5/4/2015	Nadja,Svrdlin	Academic & Student Affairs DO	OPS Career Level 4
5/18/2015	Needham,Jessica Reid	Corporate Training DO	OPS Career Level 4
5/18/2015	Simmons,Dawn M	Corporate Training DO	OPS Career Level 4
5/18/2015	Weiss,Rachel E	Corporate Training DO	OPS Career Level 4
5/4/2015	Padron,Estela S	Provost SPG	OPS Career Level 5
5/4/2015	Derouin,Michael R	Information Systems DO	OPS Technical Level 1
5/18/2015	Abaquita,Edwin Villaluna	Student Support Services SPG	Professional Trainer
5/18/2015	Boyce,Carol A	Corporate Training DO	Professional Trainer
5/18/2015	Busquet,Aimee F	Student Support Services SPG	Professional Trainer
5/18/2015	Colmer,Valerie A	Corporate Training DO	Professional Trainer
5/11/2015	Fallahee,Terrance C	Criminal Justice AC	Professional Trainer
4/27/2015	Fisher,William A	Fire Science AC	Professional Trainer
5/18/2015	Haynes,Patricia Ann	Student Support Services SPG	Professional Trainer
5/4/2015	Jean,Howard R	College of Business EPI Tech	Professional Trainer
5/18/2015	Pawlowicz,Stephanie M	Corporate Training DO	Professional Trainer
5/18/2015	Selleck,Robert P	Corporate Training DO	Professional Trainer
5/18/2015	Simmons,Leslie A	Corporate Training DO	Professional Trainer

<b>TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES</b>			
<b>Effect. Date</b>	<b>Name</b>	<b>Department/Location</b>	<b>Title</b>
05/27/15-05/31/15	Magnani,Jessica	Communications SPG	Instructor

The purpose of this trip is to visit San Juan, Puerto Rico, and present a paper on Junot Diaz: "Tu no eres nada de dominicano: Rethinking Caliban in Junot Diaz's The Brief Wondrous Life of Oscar Wao." The panel title is "Precarious identities: Battling History, Nostalgia, and the State in US Latino Literature and Popular Culture." The benefit to the College is that contributing to this conference will enhance the College's exposure on an international level and allow me to continue to research in the fields of American Studies and Pedagogy. It is the largest gathering of international scholars in the fields of Latin American and US Latino Studies.

Funded by the Communications Department. Estimated cost to the College is \$1,688.99.

05/31/15-06/03/15	Cordero, Leocadio	Ctr for Public Safety Innovation DT	Instructor
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The purpose of this travel is to visit Lima, Peru, to meet with the American Embassy and to conduct site visit prior to the (3) forty hour Advanced Policing Course in June and July. The benefit to the College is to provide for nationally and internationally recognized training programs.

Funded by the Center for Public Safety Innovation Department. Estimated cost to the College is \$2,118.10.

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06/25/15-07/11/15    Law, Jr., William                      President

The purpose of this travel is to visit Madrid, Spain, with the study abroad student group and review the program.  
The benefit to the College is to evaluate the study abroad program and discuss next steps with educational partner.

Partially funded by the President's Office. Estimated cost to the College is \$4,000.00

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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.

Ssw050615

## VI - B.2 2015-16 Staffing Priorities




## 2015-16 Staffing Priorities

Eff Date	Name	Campus	DepartmentName	BOT Memo Title	Recruitment Date
6/1/2015	Carver, Eric	Health Center	Provost	Provost	12 months
6/1/2015	Delet, Heather	Downtown/Midtown	Associate Provost	Associate Provost	6 months
5/15/2015	Hart, Janette	Epi	Budget and Planning	Director, Budget & Compliance	TBD
6/1/2015	Ibarr, Jerica	Downtown/Midtown	Learning Resources	Assoc Director of Learning Resources	6 months
7/14/2014	Jean-Baptiste, Keron	St. Pete Gibbs	Student Services Management	Associate Provost	2015 May
7/1/2015	TBA	Epi	Human Resources	Associate VP, Human Resources	TBD
6/1/2015	Snickland, Mark	Seminole	Provost	Provost	12 months
7/1/2015	TBA	Clearwater	Honors College	Director, Honors College	2015 May



May 19, 2015

**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** CareerSource Florida, Inc. – Instrument Transformers, Inc. - Quick Response Training Grant

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to CareerSource Florida, Inc., by St. Petersburg College for the Quick Response Training (QRT) grant opportunity on behalf of Instrument Transformers, Inc. (ITI). Permission is also sought to accept an estimated \$844,408 in funding over a two-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.**

QRT grants provide funding for customized training to new or expanding businesses. Through this customer-driven program, Florida is able to effectively retain and attract businesses creating new high-quality jobs in targeted industries. Businesses are required to apply for QRT grants through a community college, area technical center or state university, in partnership with the local economic development organization and workforce board. ITI is a wholly owned subsidiary of General Electric Company. The business currently manufactures instrument transformers for use by utilities and industrial customers to protect their equipment and ensure safe operations. ITI is currently expanding its Clearwater and Largo facilities, estimating the need for 146 new employees at an average salary of \$42,048.49. Training for these new employees will include safety, health and environmental risks. SPC Corporate Training will provide consulting and fiscal agent services to ITI over the two-year program.

The estimated period of performance will be from May 1, 2015 through April 30, 2017. The total project budget is projected to be \$844,408 over a two-year period. Of this amount, the College anticipates receiving approximately \$40,210 for its services over the same period. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; and James Connolly, Corporate Training Director, recommend approval.

Attachment

js0506152

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

**Date of BOT Meeting:** May 19, 2015

**Funding Agency or Organization:** CareerSource Florida, Inc.

**Name of Competition/Project:** Quick Response Training Program  
(Instrument Transformers)

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

**Grant/Contract Time Period:** **Start:** 5/1/14      **End:** 4/30/17

**Administrator:** James Connolly

**Manager:** Nancy Hackworth

**Focus of Proposal:**

St. Petersburg College's Corporate Training Office will serve as the fiscal agent for Instrument Transformers, Inc. (ITI) in the implementation of the Quick Response Training Program. ITI will train approximately 146 of its newly hired employees through its Clearwater and Largo facilities to increase productivity, employee retention and improve safety and health of its workforce and production activities. SPC Corporate Training will assist ITI with its monthly reporting to CareerSource Florida, Inc. and provide invoicing services. SPC will receive approximately 5% of the grant request to cover these costs. SPC will also be able to provide potential training and consulting services outside of the grant at the full corporate training fee.

**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.)

Subcontract to Instrument Transformers	\$ 804,198
Indirect Costs	<u>\$ 40,210</u>
Total Budget	\$ 844,408

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 844,408
Total amount from funder:	\$ 844,408
Amount/value of match:	Cash: N/A In-kind: N/A

Required match or cost sharing:      No   X      Yes

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:**

Values:	<ol style="list-style-type: none"> <li>1. Partnerships</li> <li>2. Professional Development</li> </ol>
Strategic Initiatives:	<ol style="list-style-type: none"> <li>1. Outreach</li> <li>2. Improved Processes</li> <li>3. Instructional Support</li> </ol>
Strategic Activities:	<ol style="list-style-type: none"> <li>1. Expanded Workforce Offerings and Improved Placement Tracking</li> </ol>

May 19, 2015

**MEMORANDUM**

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

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

**SUBJECT:** Florida Department of Education—Tampa Bay Consortium College Reach Out Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Tampa Bay Consortium College Reach Out Program (CROP). Permission is sought to accept an estimated \$523,887 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 goal of CROP is to provide academic support services and enrichment programs to middle and high school students who have the potential to complete college but may not have the skills and/or knowledge necessary to do so without additional support. As a regional initiative, CROP provides support and academic services to over 1,050 low income, educationally disadvantaged students in grades 6-12 across Tampa Bay. CROP's goal is to increase the number of such students, particularly minorities, who will qualify for and complete postsecondary education. The Tampa Bay Consortium's CROP, now in its 24<sup>th</sup> year, consists of the University of South Florida; Hillsborough Community College; State College of Florida, Manatee-Sarasota; and St. Petersburg College. St. Petersburg College serves as the fiscal and tracking agent for the Consortium and oversees the entire funding awarded to the Consortium.

The estimated period of performance will be from August 1, 2015 through July 31, 2016. The total project budget is projected to be \$523,887 over a one-year period. Of this amount, the College anticipates receiving approximately \$152,630 for its services over this same period. See attached Information Summary for additional information.

Tonjua Williams, Senior Vice President, Student Services; Suzanne L. Gardner, General Counsel; Karen Kaufman White, Provost; and Linda L. Hogans, Director, Special Programs, recommend approval.

Attachment

ks0506152



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

**Date of BOT Meeting:** May 19, 2015

**Funding Agency or Organization:** Florida Department of Education

**Name of Competition/Project:** Tampa Bay Consortium College Reach Out Program (CROP)

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

**Grant/Contract Time Period:** **Start:** 8/1/15      **End:** 7/31/16

**Administrator:** Linda Hogans

**Manager:** Lacreacia Wright

**Focus of Proposal:**

The College Reach Out Program is a consortium of Hillsborough Community College; State College of Florida, Manatee-Sarasota; University of South Florida and St. Petersburg College serving as fiscal agent, that provides academic support services and enrichment programs to middle and high school students who have the potential to complete college, but may not have the skills and/or knowledge necessary to do so without additional support.

**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	\$ 85,076
Fringe	\$ 5,829
Travel	\$ 35,725
Printing and Supplies	\$ 15,000
Other (Workshops & Fees)	\$ 11,000
Contractual (Consortium Partners)	<u>\$ 371,257</u>
Total Budget	\$ 523,887

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$1,248,163
Total amount from funder:	\$ 523,887

Amount/value of match:

Cash: \$505,463  
(SPC's Contribution - \$184,992)

In-kind: \$218,813  
(SPC's Contribution - \$0)

Required match or cost sharing:

No            Yes    X

Voluntary match or cost sharing:

No            Yes    X

Source of match/cost sharing:

Staff and Program Development funds, other  
College programs, and SPC Development  
Foundation scholarships for cash

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. Diversity
3. Academic Excellence

Strategic Initiative(s):

1. Outreach
2. Student Engagement
3. Student Support


Strategic Activity(ies):

1. Student Success and Out of Classroom Support

May 19, 2015

**MEMORANDUM**

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

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

**SUBJECT:** U.S. Department of Labor Employment and Training Administration – American Apprenticeship Initiative

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Labor Employment and Training Administration, by Florida State College at Jacksonville (FSCJ) in partnership with St. Petersburg College for the American Apprenticeship Initiative Grant. Permission is also sought to accept an estimated \$1,150,000 in funding over a five-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 American Apprenticeship Initiative, known locally as Florida Apprenticeship in the 21<sup>st</sup> Century (Florida Apprenticeship), is to support dynamic and sustainable public-private partnerships that support the expansion of quality and innovative Registered Apprenticeship programs into high-growth industries; create career pathways for Registered Apprenticeship programs and align with other post-secondary educational offerings; and use strategies to significantly increase apprenticeship opportunities for job seekers and under-represented populations in apprenticeship.

The mission of the Florida Apprenticeship program is to close the workforce skills gap faced by the Information Technology, Manufacturing (and related construction/trades occupations) and Healthcare industries across Florida, and those heavily impacted by H-1B visas. In support of this effort, three Florida State Colleges (FSCJ, SPC and Broward College) have created a Consortium led by the voice of business to establish a comprehensive project plan based on best practice models, existing programs and past experience to: (1) Establish the infrastructure for data-driven models of apprenticeship collaboration between Florida colleges and industry partners; (2) Develop and expand apprenticeship programs which promote accelerated learning approaches; (3) Create effective outreach models which increase the participation of underrepresented populations; (4) Strengthen employer participation in apprenticeship programs through advocacy and collaboration with the Florida Legislature, Florida Department of Education and State Apprenticeship Advisory Council; (5) Sustain the infrastructure through funding streams, tax incentives and financial models that help offset training costs; and (6) Accelerate training by articulating apprenticeships to college credit.



The estimated period of performance will be from October 1, 2015 through September 30, 2020. The total project budget is projected to be approximately \$5 million. Of this amount, the College anticipates receiving approximately \$1,150,000 for its services over this same period. See attached Information Summary for additional information.

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

Attachment

js0506152

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

**Date of BOT Meeting:** May 19, 2015

**Funding Agency or Organization:** U.S. Department of Labor Employment and Training Administration

**Name of Competition/Project:** American Apprenticeship Initiative

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

**Grant/Contract Time Period:** **Start:** 10/1/15      **End:** 09/30/20

**Administrator:** Sharon Setterlind

**Manager:** TBD

**Focus of Proposal:**

Based on a Consortium partnership between Florida State College at Jacksonville, St. Petersburg College and Broward College, the mission of Florida Apprenticeship is to close the workforce skills gap faced by high growth industries across Florida, and those heavily impacted by H-1B visas, by promoting the growth and expansion of quality and innovative apprenticeships. Based on best practice models, existing programs and past experience, the Consortium's efforts will build its strong public-private partnership to (1) Establish the infrastructure for data-driven models of apprenticeship collaboration between Florida colleges and industry partners; (2) Develop and expand apprenticeship programs which promote accelerated learning approaches; (3) Create effective outreach models which increase the participation of underrepresented populations; (4) Strengthen employer participation in apprenticeship programs through advocacy and collaboration with the Florida Legislature, Florida Department of Education and State Apprenticeship Advisory Council; (5) Sustain the infrastructure through funding streams, tax incentives and financial models that help offset training costs; and (6) Accelerate training by articulating apprenticeships to college credit.

It is anticipated that the Consortium will serve 1,000 apprentices over the five-year program period, with SPC serving an estimated 333 of that total. Target populations will be current students, veterans, unemployed individuals, incumbent workers, and unemployed individuals, all with an emphasis on serving underrepresented populations in apprenticeships, including minorities, people with disabilities; and those who are low-skilled.

Other key partners include: IBM, AT&T, Bovie Medical, JEA, Vistakon, Northrop Grumman, BAE, North Central FL Operating Engineers, Accuform Signs, Alumi-Guard Inc., Pharmaworks, Southern Manufacturing Technologies, Dayspring Village Inc., DaVita, Family Care Partners, Guardedata, PrattBrown, AMSkills, Independent Electrical Contractors, Inc. (IEC), Manufacturing Association of Florida, First Coast Manufacturers Association, Bay Area

Manufacturers Association, South Florida Manufacturers Association, Jacksonville Information Technology Council, Tampa Bay Technology Forum, Jacksonville Chamber of Commerce,

Tampa Bay Technology Leadership Association, CareerSource Florida, CareerSource Northeast Florida, Broward and Pinellas, Florida Department of Education, Office of Registered Apprenticeship; Pinellas, Duval and Broward County School Systems, State Apprenticeship Advisory Council, Florida Department of Economic Opportunity, Pinellas County Economic Development, City of Jacksonville Veterans' Center and SPC Veterans Services.

**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	\$ 448,584
Fringe	\$ 152,302
Travel	\$ 26,800
Supplies	\$ 7,500
Other – Marketing Materials	\$ 35,942
Contractual – Related Technical Instruction	\$ 399,600
Indirect Costs	<u>\$ 79,272</u>
Total Budget	\$1,150,000

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 2,543,855

Total amount from funder: \$ 1,150,000

Amount/value of match: Cash: N/A  
 In-kind: \$1,393,855 (*covering Leveraged Resources only, including paid training costs from IEC and AMSkills; and unreimbursed indirect costs from SPC*)

Required match or cost sharing:	No <input checked="" type="checkbox"/>	Yes
Voluntary match or cost sharing:	No	Yes <input checked="" type="checkbox"/>
Source of match/cost sharing:	Leveraged Resources	
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. Partnerships
4. Innovation

Strategic Initiatives:

1. Instructional Support
2. Student Support
3. Outreach


Strategic Activities:

1. Accelerated Degree Programs
2. Expanded Workforce Offerings and Improved Placement Tracking
3. Emphasize Continuous Improvement and Data-Driven Decision Making
4. Encourage Partnerships

May 19, 2015

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

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

**Approval is requested for the Energy Performance Contract and associated Financing Agreement 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.**

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 \$2,857,026, with an initial capital investment during construction of \$1,350,774.57, leaving 1,506,251.43 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 & Information Technology and Jim Waechter, Associate Vice President of Facilities Planning & Institutional Services, recommend approval.

Attachments

## PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this 19th day of May, 2015 between:

### PARTIES

JOHNSON CONTROLS, INC. ("JCI")  
3802 Sugar Palm Drive  
Tampa, FL 33619

and

St. Petersburg College ("Customer")  
14025 58th St. North  
Clearwater, FL 33760

### RECITALS

**WHEREAS**, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

**WHEREAS**, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

**WHEREAS**, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

### AGREEMENT

**1. SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee). Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

**2. AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

Schedule 1 – Scope of Work  
Schedule 2 – Assured Performance Guarantee  
Schedule 3 – Customer Responsibilities  
Schedule 4 – Price and Payment Terms

**3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on

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. 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.

**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.
- 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 the nearest major metropolitan area of the state where the project is performed. 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 the address listed on the first page of this Agreement.

**ST. PETERSBURG COLLEGE**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**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 tower 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 cost. 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.

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Performance Contract 09/13  
 Johnson Controls, Inc. – Proprietary  
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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 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: The 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	

Johnson Controls, Inc. Initials: \_\_\_\_\_

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	(2) 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	3	(3) 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.

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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 central plant layout is shown at the end of section.

**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 at the end of this section.

**APPENDIX INFORMATION (ELECTRONIC)**

ECM 2.1 Appendix documentation includes the following:

Appendix A – Savings

Appendix B – Specs/Data Sheet/Drawings

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Appendix C – Scope/Bid Docs

Appendix D – Baseline and Measurement Data

Appendix E – Final IGA & Contract Docs

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## Schedule 2

## 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 foregoing 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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**Schedule 3**

Figure 1: Existing Heat Pump Chiller Performance Curve

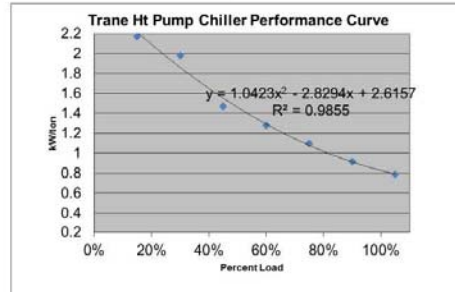
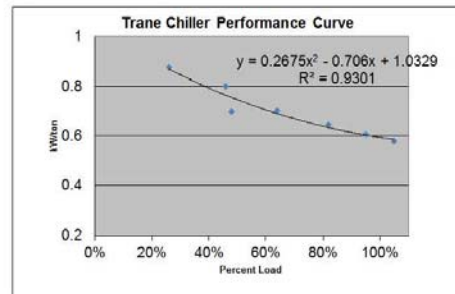


Figure 2: Existing Chiller (1&2) Performance Curve



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 totaled 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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### Schedule 3

#### Equations for Calculating Savings

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%

$$\text{Chilled Water Plant Load (Tons)} = 0.0265 * \text{OAT}^2 + 1.3332 * \text{OAT} + 37.851$$

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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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

$$\text{Chiller Plant Savings (kWh)} = \text{Existing Plant (kWh)} - \text{Proposed Plant (kWh)}$$

$$\text{Chiller Plant Savings (\$)} = \text{Chiller Plant Savings}_{\text{hourly}} (\text{kWh}) * \text{Corresponding On Peak/Off Peak rate}$$

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		

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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**Schedule 3**

**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:

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

Performance Contract (Rev 15) 04/08  
Johnson Controls, Inc. – Proprietary  
© 2008 Johnson Controls, Inc.

**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.

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

Johnson Controls, Inc. Initials: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

**Schedule 3**

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.

*Johnson Controls, Inc. Initials:* \_\_\_\_\_

*Customer Initials:* \_\_\_\_\_

Performance Contract [Rev 15] 04/08  
*Johnson Controls, Inc. – Proprietary*  
© 2008 Johnson Controls, Inc.

## 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 June 15, 2015.** Monthly progress payments will be invoiced based on a documented schedule of values and exclusive of any down-payment. 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: \_\_\_\_\_

Customer Initials: \_\_\_\_\_



**NOTICE TO PROCEED**

Johnson Controls, Inc.  
3802 Sugar Palm Dr.  
Tampa, FL 33619  
ATTN: Jason Voelzke, Project Manager

Re: Notice to Proceed for St. Petersburg College - PC Project

Dear Mr. Voelzke:

This Notice to Proceed is being issued by St. Petersburg College ("Customer") to Johnson Controls, Inc. ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract.

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead. Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

**ST. PETERSBURG COLLEGE**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGED & AGREED TO:**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment 2**

**CHANGE ORDER**

Performance Contract dated May 19, 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.		(mo, day, yr)
The new completion date resulting from this Change Order is:		
[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 May 19<sup>th</sup>, 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 May 19<sup>th</sup>, 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: \_\_\_\_\_

**Attachment 4**

**(See Attached Preventative Maintenance Services Agreement)**



## Tax-Exempt Lease/Purchase Proposal for St. Petersburg College, FL

April 27, 2015

As part of Bank of America's 10-year, \$50 billion business initiative to address climate change, we promote an environmentally sustainable economy through financing for energy efficiency projects and renewable energy assets.



**Geoffrey R. Culm**  
Senior Vice President  
Energy Services

Banc of America Public Capital Corp  
135 S. LaSalle Street, 10<sup>th</sup> Floor  
IL4-135-10-42  
Chicago, IL 60603  
Email: geoffrey.r.culm@bamf.com  
Tel: (312) 828.5319  
Fax: (312) 453.3981

April 27, 2015

VIA ELECTRONIC MAIL

Mr. Ben Speed  
Director, Structured Finance  
Johnson Controls, Inc.  
[ben.d.speed@jci.com](mailto:ben.d.speed@jci.com)

Re: \$2.145 Mln (approximate) Tax-Exempt Lease/Purchase Proposal for St. Petersburg College, FL for the Financing of a Johnson Controls, Inc. Energy Performance Contract

Dear Mr. Speed:

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above lease/purchase transaction for St. Petersburg College, FL (the "College" or "Lessee"). Banc of America Public Capital Corp ("BAPCC" or "Lessor") looks forward to the opportunity to provide our tax-exempt equipment lease finance services for this important energy efficiency project.

BAPCC and Bank of America, National Association ("BANA"), offer unique financing features and qualifications that can be leveraged on behalf of the College to complete this lease/purchase transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BAPCC/BANA are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our team is highly experienced in documenting and closing tax-exempt lease/purchase transactions;
2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets; and as such we have experience in working with energy services companies, including Johnson Controls, Inc.;
3. PRIVATE PLACEMENT BENEFITS: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees; and

4. RATE LOCK: To eliminate the interest rate risk for the College during the approval, documentation and closing of the transaction, we have included a 60 (sixty) day rate lock in this proposal (please review the attached proposal for terms of the rate lock).

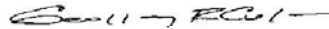
This cover letter and term sheet include only a brief description of the principal terms of the proposed transaction. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BANA. Lessor and/or BANA will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transaction after completing its review and analysis.

Please feel free to contact me at 312.828.5319 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter within ten (10) business days and return it to Banc of America Public Capital Corp, 135 S. LaSalle Street, 10<sup>th</sup> Floor, IL4-135-10-42, Chicago, IL 60603 Attention: Geoff Culm, or by fax to the same attention at fax number: 312.453.3981.

I look forward to the opportunity to work with you and with St. Petersburg College on the financing of this important project.

Very truly yours,

**Banc of America Public Capital Corp**



Geoffrey R. Culm  
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America Corporation and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, leasing, equipment finance, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed. ©2015 Bank of America Corporation



AGREED AND ACCEPTED:

**ST. PETERSBURG COLLEGE, FL**

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

Title: \_\_\_\_\_

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

Tax ID: ON FILE – CURRENT CUSTOMER

cc: Myles Hannan, Holly Kuhlman, Courtney Guzman



**SUMMARY OF TERMS AND CONDITIONS  
TAX-EXEMPT EQUIPMENT LEASE/PURCHASE AGREEMENT**

**I. Lessee and Lessor - Introduction**

**Lessee/College:** St. Petersburg College Board of Trustees  
6605 5<sup>th</sup> Ave. N.  
St. Petersburg, FL 33733

**Lessor:** Banc of America Public Capital Corp, or its affiliate or designee  
*Contact:*  
Geoffrey Culm  
Senior Vice President, BAPCC Energy Services  
135 S. LaSalle Street, 10<sup>th</sup> Floor  
IL4-135-10-42  
Chicago, IL 60603  
(312) 828.5319 office  
(312) 453.3981 fax  
[geoffrey.r.culm@baml.com](mailto:geoffrey.r.culm@baml.com)

*Address for Lease:*  
Attn: Contracts Administration  
11333 McCormick Road  
Hunt Valley II  
Mail Code: MD5-03-07-05  
Hunt Valley, MD 21031

**Lessor Background:** The Lessor is a subsidiary of Bank of America Corporation, which is one of the nation's largest financial holding companies. In addition, Lessor and BANA have extensive experience in funding tax-exempt equipment lease transactions for local government and higher education entities for energy and water efficiency equipment and projects.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment. Attached please find a summary of some of our important environmental announcements, and the following website contains a link to our corporate environmental progress report:

[http://environment.bankofamerica.com/?cm\\_mmc=ENT-Funded--vanity--EF01VN0002\\_environment--NA](http://environment.bankofamerica.com/?cm_mmc=ENT-Funded--vanity--EF01VN0002_environment--NA)

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual>

**Local Presence:** Bank of America is a proud member of and employer in the St. Petersburg, FL community. The following is a sample of the branches that Bank of America operates in the St. Petersburg area:

2145 34th Street N  
St. Petersburg, FL 33713

220 3rd Street S.  
St. Petersburg, FL 33701

3637 34th Street South  
St. Petersburg, FL 33711

5701 38th Ave N  
St. Petersburg, FL 33710

2800 54th Ave S  
St. Petersburg, FL 33712...

**II. Lease Structure, Project Description**

**Purpose:** The purpose of this transaction is to provide financing to the Lessee for the acquisition, construction and installation of water and energy conservation measures (collectively, the “*Equipment*”) under a guaranteed savings energy performance contract (the “*EPC*”) with Johnson Controls, Inc. (“*JCI*” or the “*Vendor*”).

**Structure:** Per the RFP, this transaction will be structured as a tax-exempt equipment lease purchase agreement (“*Lease/Purchase*”) between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, subject to annual appropriation and in accordance with the laws of the State of Florida. The Lease/Purchase will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee.

**Security:** Per Florida statutes, the Lessor will not retain a first priority security interest in the Equipment. In the event of default or nonappropriation, the Lessee will be required to return the Equipment to Lessor. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

<b>Approximate Proceeds:</b>	Project Cost (approx.):	\$2,857,026.00
	Lessee’s Additional Legal Expense*:	TBD
	Less: 50% of the Project Cost Buydown at Closing:	(\$675,387.28)
	Lessor’s Legal Expense Allocated to Costs of Issuance*:	\$7,500.00
	<b>TOTAL AMOUNT FINANCED AT CLOSING (approximate):</b>	<b>\$2,189,138.72</b>

\*Subject to Lessor's approval, Lessee's legal or related fees may be included in the transaction proceeds as costs of issuance.

\*\* Lessor's legal expense may be paid directly by Lessee at closing or rolled into the costs of issuance of the transaction. The fee allocation assumes that Lessor's counsel is not providing any legal opinions on behalf of the Lessee.

**III. Funding, Interest Rate, Closing**

**Funding:** Proceeds from the Lease/Purchase will be deposited with Lessee. The Lease/Purchase is subject to compliance by Lessee with all applicable regulations under the Internal Revenue Code, including but not limited to arbitrage reporting. Lessee shall be required to report Vendor disbursements to Lessor, including invoice, construction backup, and payment documentation. In the event of default under the Lease/Purchase Lessee shall be required to return unspent transaction proceeds from the transaction to Lessor.

**Anticipated Escrow Agent:** Bank of America, National Association

**Lease Term:** Not to exceed twenty years from funding including the construction period. See the attached amortization schedule.

**Closing Date:** Purely for purposes of this proposal, funding was calculated to be June 5, 2015

**Indicative FIXED Interest Rate:** Monthly Payments: **3.07%**

The calculation for the Indicative Fixed Interest Rates above is:

*15 Yr Bloomberg Treasury SWAP Rate\* X 65% + Applicable Spread Below:*

Term	SWAP*	Swap Index	* 65%	+ Spread	Tax-Exempt Rate
20 yrs All-in, Monthly Payments	15 years	2.22%	1.443%	1.627%	<b>3.07%</b>

\* As of April 27, 2015, the respective Treasury Interest Rate SWAP as reported by Bloomberg

**Rate Lock Procedure:** If this proposal is signed and returned to Lessor within ten (10) business days, Lessor will hold the Indicative Fixed Interest Rate (3.07%) for funding for sixty (60) days from the date of this proposal. If closing of

the transaction occurs after such rate lock expiration, the Indicative Fixed Interest Rate for the transaction is subject to repricing *at the discretion of Lessor* 15 business days prior to the scheduled closing date in accordance with the selected option formula above.

IF LESSEE ASKS LESSOR TO LOCK THE INTEREST RATE ABOVE FOR FUNDING, LESSEE AGREES NOT TO SEEK FUNDING FOR THE PROJECT WITH ANOTHER LENDER FOR A PERIOD OF NINE MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT LESSEE HAS ASKED LESSOR TO HOLD.

PLEASE BE ADVISED THAT THE PROPOSED INDICATIVE PRICING INDEX SET FORTH ABOVE IS ONLY AVAILABLE FOR A TRANSACTION THAT IS FULLY FUNDED OR FOR SPECIFIC EQUIPMENT THAT HAS COMMENCED FUNDING UNDER A LEASE/PURCHASE AGREEMENT PURSUANT TO THIS PROPOSAL WITHIN 180 DAYS. THEREAFTER, LESSOR MAY AT ITS DISCRETION ADJUST ITS PRICING TO REFLECT ADVERSE CHANGES IN ITS COST OF FUNDS OR CHANGES GENERALLY IN MARKET CREDIT MARGINS.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULE. TO THE EXTENT THAT THE AVERAGE LIFE OF THE FINAL AMORTIZATION SCHEDULE CHANGES, THE ABOVE RATE IS SUBJECT TO MODIFICATION BY LESSOR TO ACCOUNT FOR ANY RESPECTIVE LENGTHENING OF THE AVERAGE LIFE OF THE SCHEDULE.

Please contact Lessor if you have any questions regarding the fixed interest rate determination and lock and process.

**Closing Costs:** Lessee will be responsible for its own closing costs, including its own legal costs for providing a legal/validity opinion for the transaction. Lessee may include legal and financing costs in the transaction amount. Assuming that Lessor's Counsel does not provide legal opinion(s) on behalf of the Lessee, Lessor will allocate a maximum of \$7,500 of its legal expense to the costs of issuance of the transaction.

#### IV. Repayment, Prepayment and Other Terms

**Payment Mode:** Monthly payments have been requested by Lessee.

**Prepayment:** With 60 days advance notice, Borrower will have the option to prepay the transaction by paying the applicable Termination Value which shall be calculated as 102% of the outstanding principal balance of the Lease/Purchase.

**Documents:** The documents for the proposed transaction will be provided by Lessor.

**Payment and Performance Bonds:**

Lessor will require to be named as dual obligee on the payment and performance bond provided by Vendor. The payment and performance bond and dual-obligee rider is subject to review and approval by Lessor.

**Opinion of Counsel:**

Counsel to Lessee shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will provide, among other matters:

- (a) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease/Purchase; and
- (b) the Lease/Purchase has been duly executed by Lessee and is a valid, binding and enforceable obligation against Lessee.

**Tax Exempt Lease/Purchase:**

The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee:

- 1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the State of Florida;
- 2. is authorized under the laws of the State of Florida to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and
- 3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements.

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status, and shall make such further representations and certifications as are customary in tax exempt transactions.

In the event Lessor suffers a loss of Federal income tax exemption of the interest portion of the rental payments, Lessee will pay Lessor amounts calculated at a taxable rate sufficient to maintain Lessor's yield in the Lease/Purchase. Lessee shall comply with the filing requirements of Section 149(e) of the Code.

**Final Approval:**

This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing. The proposed transaction and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee.

**Assignment:** Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease/Purchase, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent 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 neither the Lease/Purchase or 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) that 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. At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

**"Non-Bank Qualified":** This proposal assumes the transaction will be deemed "Non-Bank Qualified" for federal tax purposes.

**Proposal Expiration Date:** This proposal must be accepted within ten (10) business days to be valid.

**Market Disruption:** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE.

**USA Patriot Act Compliance:** The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

**Municipal Advisor  
Disclosure:**

This document is submitted in response to your request for a lease/purchase proposal. The contents of this document and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the “Rules”) of the Securities and Exchange Commission (240 CFR 15Ba1-1 *et seq.*).

The Staff of the SEC’s Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this response, we have relied upon your compliance with this guidance.

In submitting this response, we are not undertaking to act as a “municipal advisor” to you or any other person within the meaning of the Rules. In connection with this response and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this response and the transactions described herein

**Questions:**

Please contact Lessor with any questions you may have regarding this proposal, to negotiate terms, or to request additional payment scenarios.



**Draft Amortization Schedule  
ST. PETERSBURG COLLEGE, FL  
Equipment Lease/Purchase Agreement**

3.07%					Outstanding
Date	Funding	Payment	Principal	Interest	Balance
6/5/2015	2,189,138.72				2,189,138.72
1/1/2016		675,387.29	38,457.09	636,930.20	1,552,208.52
1/1/2016		5,811.12	-	5,811.12	1,546,397.40
2/1/2016		5,811.12	3,956.20	1,854.92	1,544,542.48
3/1/2016		5,811.12	3,951.45	1,859.67	1,542,682.81
4/1/2016		5,811.12	3,946.70	1,864.42	1,540,818.39
5/1/2016		5,811.12	3,941.93	1,869.19	1,538,949.20
6/1/2016		5,811.12	3,937.15	1,873.97	1,537,075.22
7/1/2016		5,811.12	3,932.35	1,878.77	1,535,196.45
8/1/2016		5,811.12	3,927.54	1,883.58	1,533,312.88
9/1/2016		5,811.12	3,922.73	1,888.39	1,531,424.48
10/1/2016		5,811.12	3,917.89	1,893.23	1,529,531.26
11/1/2016		5,811.12	3,913.05	1,898.07	1,527,633.19
12/1/2016		5,811.12	3,908.19	1,902.93	1,525,730.26
1/1/2017		5,948.78	3,903.33	2,045.45	1,523,684.81
2/1/2017		5,948.78	3,898.09	2,050.69	1,521,634.12
3/1/2017		5,948.78	3,892.85	2,055.93	1,519,578.19
4/1/2017		5,948.78	3,887.59	2,061.19	1,517,517.00
5/1/2017		5,948.78	3,882.31	2,066.47	1,515,450.53
6/1/2017		5,948.78	3,877.03	2,071.75	1,513,378.78
7/1/2017		5,948.78	3,871.73	2,077.05	1,511,301.73
8/1/2017		5,948.78	3,866.41	2,082.37	1,509,219.36
9/1/2017		5,948.78	3,861.09	2,087.69	1,507,131.67
10/1/2017		5,948.78	3,855.75	2,093.03	1,505,038.63
11/1/2017		5,948.78	3,850.39	2,098.39	1,502,940.24
12/1/2017		5,948.78	3,845.02	2,103.76	1,500,836.48

*Rest of the 50% Project Cost  
Buydown*

1/1/2018	6,089.93	3,839.64	2,250.29	1,498,586.19
2/1/2018	6,089.93	3,833.88	2,256.05	1,496,330.15
3/1/2018	6,089.93	3,828.11	2,261.82	1,494,068.33
4/1/2018	6,089.93	3,822.32	2,267.61	1,491,800.72
5/1/2018	6,089.93	3,816.52	2,273.41	1,489,527.32
6/1/2018	6,089.93	3,810.71	2,279.22	1,487,248.09
7/1/2018	6,089.93	3,804.88	2,285.05	1,484,963.04
8/1/2018	6,089.93	3,799.03	2,290.90	1,482,672.14
9/1/2018	6,089.93	3,793.17	2,296.76	1,480,375.38
10/1/2018	6,089.93	3,787.29	2,302.64	1,478,072.74
11/1/2018	6,089.93	3,781.40	2,308.53	1,475,764.22
12/1/2018	6,089.93	3,775.50	2,314.43	1,473,449.78
1/1/2019	6,234.63	3,769.58	2,465.05	1,470,984.73
2/1/2019	6,234.63	3,763.27	2,471.36	1,468,513.37
3/1/2019	6,234.63	3,756.95	2,477.68	1,466,035.68
4/1/2019	6,234.63	3,750.61	2,484.02	1,463,551.66
5/1/2019	6,234.63	3,744.25	2,490.38	1,461,061.29
6/1/2019	6,234.63	3,737.88	2,496.75	1,458,564.54
7/1/2019	6,234.63	3,731.49	2,503.14	1,456,061.40
8/1/2019	6,234.63	3,725.09	2,509.54	1,453,551.86
9/1/2019	6,234.63	3,718.67	2,515.96	1,451,035.90
10/1/2019	6,234.63	3,712.23	2,522.40	1,448,513.51
11/1/2019	6,234.63	3,705.78	2,528.85	1,445,984.66
12/1/2019	6,234.63	3,699.31	2,535.32	1,443,449.34
1/1/2020	6,382.96	3,692.82	2,690.14	1,440,759.20
2/1/2020	6,382.96	3,685.94	2,697.02	1,438,062.18
3/1/2020	6,382.96	3,679.04	2,703.92	1,435,358.27
4/1/2020	6,382.96	3,672.12	2,710.84	1,432,647.43
5/1/2020	6,382.96	3,665.19	2,717.77	1,429,929.66
6/1/2020	6,382.96	3,658.24	2,724.72	1,427,204.94
7/1/2020	6,382.96	3,651.27	2,731.69	1,424,473.24
8/1/2020	6,382.96	3,644.28	2,738.68	1,421,734.56
9/1/2020	6,382.96	3,637.27	2,745.69	1,418,988.87

10/1/2020	6,382.96	3,630.25	2,752.71	1,416,236.16
11/1/2020	6,382.96	3,623.20	2,759.76	1,413,476.40
12/1/2020	6,382.96	3,616.14	2,766.82	1,410,709.59
1/1/2021	8,302.32	3,609.07	4,693.25	1,406,016.33
2/1/2021	8,302.32	3,597.06	4,705.26	1,401,311.07
3/1/2021	8,302.32	3,585.02	4,717.30	1,396,593.77
4/1/2021	8,302.32	3,572.95	4,729.37	1,391,864.40
5/1/2021	8,302.32	3,560.85	4,741.47	1,387,122.94
6/1/2021	8,302.32	3,548.72	4,753.60	1,382,369.34
7/1/2021	8,302.32	3,536.56	4,765.76	1,377,603.58
8/1/2021	8,302.32	3,524.37	4,777.95	1,372,825.63
9/1/2021	8,302.32	3,512.15	4,790.17	1,368,035.46
10/1/2021	8,302.32	3,499.89	4,802.43	1,363,233.03
11/1/2021	8,302.32	3,487.60	4,814.72	1,358,418.31
12/1/2021	8,302.32	3,475.29	4,827.03	1,353,591.28
1/1/2022	8,551.39	3,462.94	5,088.45	1,348,502.83
2/1/2022	8,551.39	3,449.92	5,101.47	1,343,401.36
3/1/2022	8,551.39	3,436.87	5,114.52	1,338,286.83
4/1/2022	8,551.39	3,423.78	5,127.61	1,333,159.23
5/1/2022	8,551.39	3,410.67	5,140.72	1,328,018.50
6/1/2022	8,551.39	3,397.51	5,153.88	1,322,864.63
7/1/2022	8,551.39	3,384.33	5,167.06	1,317,697.57
8/1/2022	8,551.39	3,371.11	5,180.28	1,312,517.29
9/1/2022	8,551.39	3,357.86	5,193.53	1,307,323.75
10/1/2022	8,551.39	3,344.57	5,206.82	1,302,116.93
11/1/2022	8,551.39	3,331.25	5,220.14	1,296,896.79
12/1/2022	8,551.39	3,317.89	5,233.50	1,291,663.30
1/1/2023	8,807.94	3,304.51	5,503.43	1,286,159.86
2/1/2023	8,807.94	3,290.43	5,517.51	1,280,642.35
3/1/2023	8,807.94	3,276.31	5,531.63	1,275,110.72
4/1/2023	8,807.94	3,262.16	5,545.78	1,269,564.93
5/1/2023	8,807.94	3,247.97	5,559.97	1,264,004.97
6/1/2023	8,807.94	3,233.75	5,574.19	1,258,430.77

7/1/2023	8,807.94	3,219.49	5,588.45	1,252,842.32
8/1/2023	8,807.94	3,205.19	5,602.75	1,247,239.56
9/1/2023	8,807.94	3,190.85	5,617.09	1,241,622.48
10/1/2023	8,807.94	3,176.48	5,631.46	1,235,991.02
11/1/2023	8,807.94	3,162.08	5,645.86	1,230,345.16
12/1/2023	8,807.94	3,147.63	5,660.31	1,224,684.85
1/1/2024	9,072.18	3,133.15	5,939.03	1,218,745.83
2/1/2024	9,072.18	3,117.96	5,954.22	1,212,791.60
3/1/2024	9,072.18	3,102.73	5,969.45	1,206,822.15
4/1/2024	9,072.18	3,087.45	5,984.73	1,200,837.42
5/1/2024	9,072.18	3,072.14	6,000.04	1,194,837.38
6/1/2024	9,072.18	3,056.79	6,015.39	1,188,822.00
7/1/2024	9,072.18	3,041.40	6,030.78	1,182,791.22
8/1/2024	9,072.18	3,025.97	6,046.21	1,176,745.01
9/1/2024	9,072.18	3,010.51	6,061.67	1,170,683.34
10/1/2024	9,072.18	2,995.00	6,077.18	1,164,606.16
11/1/2024	9,072.18	2,979.45	6,092.73	1,158,513.43
12/1/2024	9,072.18	2,963.86	6,108.32	1,152,405.11
1/1/2025	9,344.35	2,948.24	6,396.11	1,146,009.00
2/1/2025	9,344.35	2,931.87	6,412.48	1,139,596.52
3/1/2025	9,344.35	2,915.47	6,428.88	1,133,167.64
4/1/2025	9,344.35	2,899.02	6,445.33	1,126,722.31
5/1/2025	9,344.35	2,882.53	6,461.82	1,120,260.49
6/1/2025	9,344.35	2,866.00	6,478.35	1,113,782.14
7/1/2025	9,344.35	2,849.43	6,494.92	1,107,287.22
8/1/2025	9,344.35	2,832.81	6,511.54	1,100,775.68
9/1/2025	9,344.35	2,816.15	6,528.20	1,094,247.48
10/1/2025	9,344.35	2,799.45	6,544.90	1,087,702.58
11/1/2025	9,344.35	2,782.71	6,561.64	1,081,140.93
12/1/2025	9,344.35	2,765.92	6,578.43	1,074,562.50
1/1/2026	9,624.68	2,749.09	6,875.59	1,067,686.91
2/1/2026	9,624.68	2,731.50	6,893.18	1,060,793.73
3/1/2026	9,624.68	2,713.86	6,910.82	1,053,882.91

4/1/2026	9,624.68	2,696.18	6,928.50	1,046,954.42
5/1/2026	9,624.68	2,678.46	6,946.22	1,040,008.20
6/1/2026	9,624.68	2,660.69	6,963.99	1,033,044.20
7/1/2026	9,624.68	2,642.87	6,981.81	1,026,062.40
8/1/2026	9,624.68	2,625.01	6,999.67	1,019,062.73
9/1/2026	9,624.68	2,607.10	7,017.58	1,012,045.15
10/1/2026	9,624.68	2,589.15	7,035.53	1,005,009.62
11/1/2026	9,624.68	2,571.15	7,053.53	997,956.09
12/1/2026	9,624.68	2,553.10	7,071.58	990,884.51
1/1/2027	9,913.42	2,535.01	7,378.41	983,506.10
2/1/2027	9,913.42	2,516.14	7,397.28	976,108.82
3/1/2027	9,913.42	2,497.21	7,416.21	968,692.61
4/1/2027	9,913.42	2,478.24	7,435.18	961,257.43
5/1/2027	9,913.42	2,459.22	7,454.20	953,803.23
6/1/2027	9,913.42	2,440.15	7,473.27	946,329.95
7/1/2027	9,913.42	2,421.03	7,492.39	938,837.56
8/1/2027	9,913.42	2,401.86	7,511.56	931,326.00
9/1/2027	9,913.42	2,382.64	7,530.78	923,795.22
10/1/2027	9,913.42	2,363.38	7,550.04	916,245.18
11/1/2027	9,913.42	2,344.06	7,569.36	908,675.82
12/1/2027	9,913.42	2,324.70	7,588.72	901,087.10
1/1/2028	10,210.83	2,305.28	7,905.55	893,181.55
2/1/2028	10,210.83	2,285.06	7,925.77	885,255.77
3/1/2028	10,210.83	2,264.78	7,946.05	877,309.72
4/1/2028	10,210.83	2,244.45	7,966.38	869,343.34
5/1/2028	10,210.83	2,224.07	7,986.76	861,356.58
6/1/2028	10,210.83	2,203.64	8,007.19	853,349.39
7/1/2028	10,210.83	2,183.15	8,027.68	845,321.71
8/1/2028	10,210.83	2,162.61	8,048.22	837,273.50
9/1/2028	10,210.83	2,142.02	8,068.81	829,204.69
10/1/2028	10,210.83	2,121.38	8,089.45	821,115.24
11/1/2028	10,210.83	2,100.69	8,110.14	813,005.10
12/1/2028	10,210.83	2,079.94	8,130.89	804,874.21

1/1/2029	10,517.16	2,059.14	8,458.02	796,416.18
2/1/2029	10,517.16	2,037.50	8,479.66	787,936.52
3/1/2029	10,517.16	2,015.80	8,501.36	779,435.17
4/1/2029	10,517.16	1,994.05	8,523.11	770,912.06
5/1/2029	10,517.16	1,972.25	8,544.91	762,367.15
6/1/2029	10,517.16	1,950.39	8,566.77	753,800.38
7/1/2029	10,517.16	1,928.47	8,588.69	745,211.69
8/1/2029	10,517.16	1,906.50	8,610.66	736,601.03
9/1/2029	10,517.16	1,884.47	8,632.69	727,968.34
10/1/2029	10,517.16	1,862.39	8,654.77	719,313.57
11/1/2029	10,517.16	1,840.24	8,676.92	710,636.65
12/1/2029	10,517.16	1,818.05	8,699.11	701,937.54
1/1/2030	10,832.67	1,795.79	9,036.88	692,900.66
2/1/2030	10,832.67	1,772.67	9,060.00	683,840.66
3/1/2030	10,832.67	1,749.49	9,083.18	674,757.48
4/1/2030	10,832.67	1,726.25	9,106.42	665,651.07
5/1/2030	10,832.67	1,702.96	9,129.71	656,521.36
6/1/2030	10,832.67	1,679.60	9,153.07	647,368.29
7/1/2030	10,832.67	1,656.18	9,176.49	638,191.80
8/1/2030	10,832.67	1,632.71	9,199.96	628,991.84
9/1/2030	10,832.67	1,609.17	9,223.50	619,768.34
10/1/2030	10,832.67	1,585.57	9,247.10	610,521.24
11/1/2030	10,832.67	1,561.92	9,270.75	601,250.49
12/1/2030	10,832.67	1,538.20	9,294.47	591,956.02
1/1/2031	11,157.65	1,514.42	9,643.23	582,312.79
2/1/2031	11,157.65	1,489.75	9,667.90	572,644.89
3/1/2031	11,157.65	1,465.02	9,692.63	562,952.26
4/1/2031	11,157.65	1,440.22	9,717.43	553,234.82
5/1/2031	11,157.65	1,415.36	9,742.29	543,492.53
6/1/2031	11,157.65	1,390.44	9,767.21	533,725.32
7/1/2031	11,157.65	1,365.45	9,792.20	523,933.12
8/1/2031	11,157.65	1,340.40	9,817.25	514,115.86
9/1/2031	11,157.65	1,315.28	9,842.37	504,273.49


10/1/2031	11,157.65	1,290.10	9,867.55	494,405.94
11/1/2031	11,157.65	1,264.86	9,892.79	484,513.15
12/1/2031	11,157.65	1,239.55	9,918.10	474,595.04
1/1/2032	11,492.39	1,214.17	10,278.22	464,316.82
2/1/2032	11,492.39	1,187.88	10,304.51	454,012.31
3/1/2032	11,492.39	1,161.51	10,330.88	443,681.44
4/1/2032	11,492.39	1,135.09	10,357.30	433,324.13
5/1/2032	11,492.39	1,108.59	10,383.80	422,940.33
6/1/2032	11,492.39	1,082.02	10,410.37	412,529.96
7/1/2032	11,492.39	1,055.39	10,437.00	402,092.96
8/1/2032	11,492.39	1,028.69	10,463.70	391,629.26
9/1/2032	11,492.39	1,001.92	10,490.47	381,138.79
10/1/2032	11,492.39	975.08	10,517.31	370,621.48
11/1/2032	11,492.39	948.17	10,544.22	360,077.26
12/1/2032	11,492.39	921.20	10,571.19	349,506.07
1/1/2033	11,837.16	894.15	10,943.01	338,563.06
2/1/2033	11,837.16	866.16	10,971.00	327,592.06
3/1/2033	11,837.16	838.09	10,999.07	316,592.99
4/1/2033	11,837.16	809.95	11,027.21	305,565.78
5/1/2033	11,837.16	781.74	11,055.42	294,510.36
6/1/2033	11,837.16	753.46	11,083.70	283,426.65
7/1/2033	11,837.16	725.10	11,112.06	272,314.59
8/1/2033	11,837.16	696.67	11,140.49	261,174.10
9/1/2033	11,837.16	668.17	11,168.99	250,005.11
10/1/2033	11,837.16	639.60	11,197.56	238,807.55
11/1/2033	11,837.16	610.95	11,226.21	227,581.34
12/1/2033	11,837.16	582.23	11,254.93	216,326.41
1/1/2034	12,192.28	553.44	11,638.84	204,687.56
2/1/2034	12,192.28	523.66	11,668.62	193,018.94
3/1/2034	12,192.28	493.81	11,698.47	181,320.47
4/1/2034	12,192.28	463.88	11,728.40	169,592.07
5/1/2034	12,192.28	433.87	11,758.41	157,833.66
6/1/2034	12,192.28	403.79	11,788.49	146,045.17

7/1/2034	12,192.28	373.63	11,818.65	134,226.52
8/1/2034	12,192.28	343.40	11,848.88	122,377.64
9/1/2034	12,192.28	313.08	11,879.20	110,498.44
10/1/2034	12,192.28	282.69	11,909.59	98,588.86
11/1/2034	12,192.28	252.22	11,940.06	86,648.80
12/1/2034	12,192.28	221.68	11,970.60	74,678.20
1/1/2035	12,558.05	191.05	12,367.00	62,311.20
2/1/2035	12,558.05	159.41	12,398.64	49,912.56
3/1/2035	12,558.05	127.69	12,430.36	37,482.20
4/1/2035	12,558.05	95.89	12,462.16	25,020.04
5/1/2035	12,558.05	64.01	12,494.04	12,526.00
6/1/2035	12,558.05	32.05	12,526.00	(0.00)
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	2,189,138.72	2,818,621.67	629,482.95	2,189,138.72



May 19, 2015

MEMORANDUM

TO: Board of Trustees, St. Petersburg College  
FROM: William D. Law, Jr., President   
SUBJECT: Selection of Architectural Firms for Miscellaneous Services

**Approval is sought by the Board of Trustees to employ the services of the top three ranked architectural firms as determined by the college's screening and selection process.**

Twelve firms responded to the Request for Qualifications (RFQ) for miscellaneous architectural services for small and mid-sized construction projects; total value of any project will not exceed two million dollars. The RFQ states that the college intends to select the most qualified 2-3 firms and then rotate the work among those firms in an equitable manner based on the firm's ability to perform the work.

Four firms were short-listed by the screening committee for subsequent interviews and presentations to the selection team. The selection team consisted of Dr. Doug Duncan, Senior Vice President and Dr. Scott Fronrath, Provost of the Allstate campus. Those presentations were made on April 29<sup>th</sup> and the firms were ranked by the selection team in the following order:

- 1) Williamson Dacar Associates
- 2) ARC3 Architecture, Inc.
- 3) Rowe Architects
- 4) Canerday, Belfsky & Arroyo Architects

Authorization is requested for the following:

- To approve the selection team's ranking and enter into negotiations with the top three ranked firms, as recommended by the selection team;
- Should negotiations not result in a satisfactory contract deemed to be fair and competitive, negotiations will be undertaken with the fourth ranked firm.


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

Agenda Item VII –B.3b

May 19, 2015

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Approval of Project 265-Q-15-5, Administration Building Renovation, Tarpon Springs Campus

**Approval is requested for the renovation of the Tarpon Springs Administration building for integrated career, academic and financial aid services and to issue all necessary purchase orders to continue with design and construction activities.**


This renovation project is being self-performed by the college's in-house construction department, with miscellaneous subcontracted services being utilized as needed. When started, it was not known whether the project scope would exceed \$325,000, the threshold for board approval. As the scope has become more clearly defined, the budget is now anticipated to exceed that threshold.

This approval will allow all activities to continue on schedule. The college plans to deliver a finished product to our students and staff in time for the peak registration period this summer.

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

May 19, 2015

MEMORANDUM

TO: Board of Trustees, St. Petersburg College  
FROM: William D. Law, Jr., President   
SUBJECT: 2014/2015 Sanitation, Casualty and Safety Inspection Reports

**Approval is sought by the Board of Trustees for the 2014/2015 Sanitation, Casualty and Safety Inspection Reports.**

Florida Statutes, Chapter 1013, Educational Facilities, requires that all educational facilities be inspected at least once during each fiscal year to determine compliance with the fire safety, casualty safety and sanitation standards and that these inspections be certified by the Board of Trustees.

- Inspections of all 2.5 million square feet of SPC facilities were conducted in the fall of 2014;
- Sixteen (16) deficiencies were noted in the 2014/2015 report, the lowest in the past six years;
- All deficiencies were subsequently corrected in a timely manner.


Additionally, the college was presented with the Champion's Award by the Risk Management Consortium as being Florida's highest performing community college in the area of sanitation, casualty risk mitigation and adhering to high standards of safety practices.

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

May 19, 2015

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Approval of Guaranteed Maximum Price (GMP) for Project  
09-14-15 (DFR-AHU-15-2), Arts Auditorium (AA) Building, Air Handling Unit  
Replacement, Clearwater Campus

**Approval is requested for the Guaranteed Maximum Price (GMP) of \$496,000.00, subject to further negotiations with Contractor on value engineering, and to issue all necessary purchase orders to proceed with Construction.**

Hodge Management, LLC Contractor, and college staff, has completed the review of the GMP for Project 09-14-15 (DFR-AHU-15-2), Arts Auditorium (AA) Building, Air Handling Unit Replacement, Clearwater Campus.


The total budget for this project is \$610,000.00. The anticipated date for substantial completion is August 28, 2015, with final completion occurring by September 13, 2015. The GMP is subject to mandatory reviews for building codes, safety-to-life and the Americans with Disabilities Act (ADA) and further refinements through the value engineering process.

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

May 19, 2015

**MEMORANDUM**

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

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

**SUBJECT:** Achieving the Dream & Jobs for the Future Opportunity (Information)

St. Petersburg College is applying to participate in an initiative led by Achieving the Dream (ATD) and Jobs for the Future (JFF) to advance state and local goals for STEM education and employment. These efforts support a growing national recognition that, with new approaches and support for reform, community colleges can be a launching pad for many more individuals into high-paying, quality careers in STEM fields, particularly for those from underrepresented groups.

ATD and JFF will assist the chosen colleges to strengthen career pathways in high demand, focused on middle-skill STEM fields, by contributing technical assistance in the form of subject matter expertise, consultation, tools and templates, and reviews of reform plans. Leveraging its existing work on career pathways and meta majors, SPC is proposing to improve multiple STEM pathways, initially in the areas of *Certified Production Technician and Network Administration*.

This project currently engages three community college-led STEM Regional Collaboratives (one in Connecticut, Ohio and Florida) and is seeking additional community college participants, one in each of the identified states. Participation in this initiative will support the work already started at SPC that will converge at the 2015 Summer Institute, providing expertise and insight, while placing the College at the forefront of state and national academic and career pathway conversations.

There is no direct funding associated with this award. SPC will be expected to contribute staff time and funding for travel in return for receiving technical assistance and support in pathway development.


Anne Cooper, Senior Vice President, Instruction and Academic Programs; Jesse Coraggio, Associate Vice President, Institutional Effectiveness, Research & Grants; Sabrina Crawford, Executive Director of Institutional Research and Effectiveness; and Djuan Fox, Special Projects Coordinator.

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May 19, 2015

**MEMORANDUM**

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

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

**SUBJECT:** Intergovernmental Agreement between the City of Seminole and St. Petersburg College—Frank Edmunds Public Policy Management Associate Program

**Approval is sought to enter into an Intergovernmental Agreement with the City of Seminole to establish the Frank Edmunds Public Policy Management Associate Program (“Program”) that will be facilitated through the City Manager’s Office of the City of Seminole in conjunction with SPC’s Public Policy & Administration Program. Permission is also sought to enter into any related agreements or amendments, as may be necessary.**

The City of Seminole (“City”) and the College desire to further their successful partnership and commitment to public service through the creation of a program for placement of one graduate in full-time employment with the City each year. Highlights of the program details are as follows:

The Associate:

- Will be selected annually from a pool of qualified candidates from the College’s Public Policy & Administration Program;
- Will be employed by the City as a full-time “Public Policy Management Associate” and be hired by, and work under the direction of the Office of the City Manager;
- Will work for the City for a one-year period and be assigned to one of four departments including Administration, Public Safety, Community Development, and Public Works; and
- Receive exposure to, and gain specialized expertise in various areas of city government.

The City:

- Will select the candidate (“Associate”) based on the needs of the City and candidates qualifications;
- Agrees that the College’s Public Policy & Administration Program will be the exclusive source of candidates for this program;
- Will employ the Associate and be responsible for all wages, compensation, applicable taxes and other employment benefits; and
- Will set aside funds necessary to effectuate the hiring of one Associate each year for ten (10) years, subject to the terms of the Agreement.

The College:

- Will assist the City in the development of the Program;
- Will assist and counsel students regarding Program opportunities and selection criteria; and
- Will raise awareness and promote the Program among students and potential students through its brochures, publications and programming presentations.

The Agreement will commence August 1, 2015 and continue for the period of 10 years unless terminated by either party.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; and James Olliver, Provost, Seminole Campus, recommend approval.

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