MEMORANDUM

TO: BOT Finance, Business and Audit Committee Members
FROM: John Carnaghi
DATE: March 2, 2012
SUBJECT: Finance, Business and Audit Committee Meeting

The Board of Trustees Finance, Business and Audit Committee is scheduled to meet at 8:15 a.m. on March 2, 2012 in room 214 of the Florida State University Turnbull Conference Center. Items to be discussed at the meeting include:

1. Update on Fraud Prevention and Detection Committee
   Martha Little
   Committee Only Information
   Tab #1 p.1

2. Request for Approval of 2012 Affirmative Action Plan
   Renisha Gibbs
   Full Board Consent
   Tab #2 pp.2-22

3. Requesting Approval of the Amendment to the Campus Development Agreement
   Mark Bertolami
   Full Board Action
   Tab #3 pp.23-45

4. Requesting Approval to Establish Student Green Fee
   John Carnaghi
   Full Board Action
   Tab #4 pp.46-53

5. Update on Refunding of Series 2002 and 2003 Bonds and Comments on Ratings for 2012 Series Bonds
   Matt Behnke
   Committee Only Information
   Tab #4 p.54

We look forward to seeing you on the 2nd.

JRC/gg
MEMORANDUM

TO: Finance, Business and Audit Committee

FROM: John Carnaghi

DATE: March 2, 2012

SUBJECT: Update on Fraud Prevention and Detection Committee Information Item

Martha Little will give an update on the Fraud Prevention and Detection Committee.

JRC/gg
MEMORANDUM

TO: President Barron
FROM: John Carnaghi
DATE: March 2, 2012
SUBJECT: 2012 Affirmative Action Plan Request for Approval

As a federal contractor, The Florida State University (FSU) is required to have a written Affirmative Action Plan (AAP or Plan) as part of its compliance efforts. The Plan must include various components in order to meet the expectations of Executive Order 11246, as amended, and the Office of Federal Contract Compliance Programs of the U.S. Department of Labor.

The FSU AAP is used as a tool to develop strategies and tactics, educate faculty and staff, and monitor progress with respect to the University’s compliance, diversity and inclusion efforts. The Plan, along with other related internal reports, will also serve to provide the most accurate possible reflection of the University’s performance in terms of equal opportunity requirements and generate new steps to make improvement.

I recommend your approval.

JRC/rig
Attachment
March 2012
Board of Trustees Meeting

Equal Opportunity and Compliance

Human Resources
AFFIRMATIVE ACTION PLAN

FOR MINORITIES & FEMALES

The Florida State University

Tallahassee, Florida

2012
**MINORITIES AND FEMALES AFFIRMATIVE ACTION PLAN**

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PREFACE

The Florida State University (University) is fully committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment.

In the preparation of this Affirmative Action Plan (AAP or Plan), the University has used the terminology contained in Executive Order 11246 and its implementing regulations as a guide. Therefore, the use of such terms as "underutilization," "deficiency," "concentration," "affected class," "goal," "problem area," etc. should not be construed as an admission by the University, in whole or in part, that any problem area exists or that either minorities or females have been or are presently being underutilized, concentrated, or discriminated against in any way by the University in violation of federal, state, or local fair employment practice laws. Furthermore, nothing contained in this AAP or its supporting data should be construed as an admission by the University, in whole or in part, that it has contravened such federal, state, or local employment practice laws.

In developing and implementing the AAP, the University has been guided by its established policy of providing equal employment opportunity. Any placement goals that the University has established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying good faith efforts in implementing this AAP. The use of placement goals in this AAP is not intended, nor is the effect of such placement goals intended, to discriminate against an individual or group of individuals with respect to any employment opportunities for which he, she, or they are qualified on the grounds that he, she, or they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Indeed, all employment decisions at the University are made based on job-related criteria. Thus, this AAP has been developed in strict reliance upon the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission (EEOC) (29 C.F.R. Part 1608).

This AAP does not constitute an express or implied contract between the University and its faculty, staff, job applicants, or other persons. Nothing in this AAP provides any individual or group with a private right of action against The Florida State University.

Access to the Plan

The University maintains and renews this AAP annually. It is available for inspection Monday through Friday from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., at the Office of Human Resources, Office of Equal Opportunity and Compliance (EOC), 6200 University Center, Bldg. A, Tallahassee, FL 32306-2410. Copies of the AAP are filed with the University library system.
INTRODUCTION

One of the nation's elite research universities, The Florida State University — with the Carnegie Foundation's highest designation, Doctoral/Research University-Extensive — offers a distinctive academic environment built on its cherished values and unique heritage, welcoming campus on the oldest continuous site of higher education in Florida, championship athletics, and prime location in the heart of the state capital.

Combining traditional strength in the arts and humanities with recognized leadership in the sciences, The Florida State University provides unmatched opportunities for students and faculty through challenging academics, cultural discovery, and community interaction.

Underlying and supporting the educational experience at The Florida State University is the development of new generations of citizen leaders, based on the concepts inscribed in our seal: Vires, Artes, Mores — Strength, Skill, and Character.

Epitomized by recently named Rhodes Scholars Garrett Johnson and Myron Rolle — elite athletes and scholars committed to public service — and Joseph O'Shea — a campus and community leader as well as a top scholar — Florida State's 40,000 students are dedicated to academic excellence and providing leadership in our complex world.

The Florida State University's 16 colleges offer more than 275 undergraduate, graduate, doctoral, professional, and specialist degree programs, including medicine and law, covering a broad array of disciplines critical to society today. Each year the University awards over 2,000 graduate and professional degrees.

With an impressive breadth of leading graduate, professional and undergraduate programs, The Florida State University is a demanding, intellectually stimulating, yet warm and caring environment for students, faculty, and staff. Recognized nationally for its commitment to diversity, The Florida State University is a national leader in the number of doctorates awarded to African-American students and in the graduation rate of African-American undergraduates. Our College of Medicine and College of Law are ranked in the nation's Top 10 for Hispanic students.

The Florida State University's arts programs — dance, film, music, and theatre — rank among the finest in the world, offering an arts education comparable to leading conservatories. Our creative writing program is ranked among the nation's best and is home to the most consistently honored and published student body in the United States. The Florida State University is responsible for governance of the John and Mable Ringling Museum of Art and associated arts programs, one of the largest museum/university complexes in the nation.

Other programs consistently included in the top public university list include physics, chemistry, political science, psychology, criminology, public administration, library science, information, human sciences, business, and law.

At the Ph.D. level, interdisciplinary programs draw on notable research faculty strengths that transcend the traditional disciplines, including neuroscience, molecular biophysics, computational science, materials science, and research at the National High Magnetic Field Laboratory—home to the world's most powerful magnets.
Based on forward-thinking research through innovative interdisciplinary academic clusters, the campus-wide Pathways of Excellence initiative, a plan adopted in 2005, characterizes the university's aspirations and commitment to the future.

Annually, The Florida State University commemorates the life, vision and memory of Dr. Martin Luther King, Jr. 2011 marked the University’s 23rd year paying tribute to Dr. King. In honor of Dr. King, the University’s Center for Multicultural Affairs hosted a week of campus activities which included a member of the University community being awarded the Dr. Martin Luther King, Jr. Distinguished Service Award. This award recognizes the tireless efforts of a University staff or faculty member’s outstanding service contributions in support of Dr. King’s principles and ideals.

Included in our efforts toward supporting affirmative action programs, The Florida State University Supplier Diversity Program is designed to enhance our supplier base, reflective of the wide diversity of our students, faculty, staff, and community by expanding relationships and enriching economic opportunities for small minority/female and service-disabled veteran owned business enterprises.

Notable Mentions 2011

- Hispanic Business magazine – The Florida State University’s College of Law ranked third (3rd) in the top ten universities for Hispanic students.

Ever committed to affirmative action, The Florida State University has prepared this AAP to cover faculty and staff reporting to and/or working in Tallahassee, Florida. This plan also covers faculty and staff working at the following University branch campus locations.

Daytona Beach, Florida
Marianna, Florida
Panama City, Florida
Sarasota, Florida
Quincy, Florida
Ft. Pierce, Florida
Orlando, Florida
Pensacola, Florida
St. Teresa, Florida

As detailed in the Job Group Analysis, this AAP covers 6,017 employees including 1,745 (29%) minorities and 2,925 (48.61%) females. It is expected that these faculty and staff will help us to reach mutual goals of excellence, resulting in both organizational and personal growth. As described in detail in the Plan that follows, the management of The Florida State University has a continuing commitment to the practice and implemented action of this AAP.

The table below details the change in faculty and staff numbers between the 2012 and 2011 Affirmative Action Plans.

<table>
<thead>
<tr>
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<th>2012 AAP</th>
<th>2011 AAP</th>
<th>Change</th>
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<tr>
<td></td>
<td>Count</td>
<td>Percentage</td>
<td>Count</td>
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<tr>
<td>Total Employees</td>
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<td></td>
<td>6,023</td>
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<tr>
<td>Total Minorities</td>
<td>1,745</td>
<td>29.00%</td>
<td>1,724</td>
</tr>
<tr>
<td>Total Females</td>
<td>2,925</td>
<td>48.61%</td>
<td>2,955</td>
</tr>
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</table>
DISSEMINATION OF POLICY

The University disseminates its equal opportunity policy both internally and externally utilizing the following procedures:

Internal Dissemination
The University's Equal Opportunity (EO) Policy is available for all faculty and staff. It is communicated via the intranet and copies are provided to each new employee as part of their New Employee Orientation packet of information. The EO Policy is included in University’s Faculty Handbook and FSU & You, the employee handbook for staff as well as other publications such as the STATE, the Undergraduate and Graduate Bulletins, and the Search and Screening Guide. EO posters and other required notices are prominently displayed in locations throughout the campuses on bulletin boards and in employee lounges.

The University's EO and Non-Discrimination Statement and/or the EO Policy are also on the following University web sites: Office of Human Resources, the Office of the Dean of the Faculties, the Center for Multicultural Affairs for Students.

The AAP is distributed, reviewed, and discussed annually with appropriate administrators of the University and is utilized in affirmative action education programs presented by the Office of Equal Opportunity and Compliance.

The University publishes articles covering equal employment opportunity programs and the achievements of minority and female faculty, staff, and students in its publications. The University offers training specific to the EEO laws and provides continuous training opportunities for all staff, faculty, and students.

External Dissemination
The University communicates its policy to prospective faculty and staff and encourages applicants to voluntarily self-identify their race, gender, disability, and veteran’s status. Applicants are also informed of the University’s policy through posters displayed in the reception area of the Office of Human Resources and from the University’s Online Management of Networked Information (OMNI).

The University sends written notification of the policy, including the equal opportunity clause, to all sub-contractors, vendors, and suppliers doing business with the University. Additionally, the EEO policy is incorporated into all University purchase orders, leases, contracts, and agreements covered by Executive Order 11246, as amended, and its implementing regulations.

When staff, faculty, or students are featured in external marketing publications, every effort is made to ensure that minorities and females are represented in its advertising and promotional materials.
RESPONSIBILITY FOR IMPLEMENTATION
In accordance with 41 C.F.R. 60-2.17

Renisha Gibbs, Director of Human Resources' Office of Equal Opportunity and Compliance, has overall responsibility for implementation of the Equal Opportunity, Non-Discrimination, and Non-Retaliation Policy & Procedures, and the AAP. Renisha Gibbs reports directly to the Assistant Vice President and Chief Human Resources/Diversity Officer and is assigned primary management responsibility and accountability for ensuring full compliance with the Plan by the University President. As an official of the University, Renisha Gibbs has the authority, resources, support of and access to top management necessary to ensure the effective implementation of the AAP. Top Management actively supports the Plan and provides assistance whenever it is needed, making managers and supervisors aware of the Plan and requesting their cooperation and assistance. The name of the Affirmative Action Officer appears on internal and external communications on the University’s Equal Employment Opportunity Policy and AAP.

1. The duties of the Affirmative Action Officer include:

   A. Developing policy statements, AAP methods, and internal and external communication techniques. Affirmative action policies and procedures will continue to be developed to ensure an efficient yet positive interaction between the Affirmative Action Officer and the managers charged with employment responsibility.

   B. Assisting in the identification of problem areas and developing strategies to eliminate any problems identified.

   C. Assisting deans, directors, department heads, managers and supervisors in devising solutions to equal employment problems, including counseling and training, to ensure full understanding of affirmative action and EEO policies and procedures.

   D. Designing and implementing monitoring and reporting methods that will:

       · Measure the effectiveness of the University's equal employment and AAP.

       · Indicate any need for remedial action.

       · Determine the degree to which the University's placement goals and objectives are being attained.

       · Provide management with a working understanding of the University's AAP placement goals and objectives.

   E. Meeting with deans, directors, department heads, managers, supervisors, faculty, and staff to ensure that the University's EEO policies are being followed.

   F. Ensuring that supervisors understand that their work performance is being
evaluated in part on the basis of their demonstrated commitment to equal employment opportunity, and that it is their responsibility to prevent and address all types of workplace harassment and discrimination.

G. Serving as a liaison between the University and enforcement agencies.

H. Serving as a liaison between the University and appropriate minority organizations, female organizations, and community action groups concerned with employment opportunities of minorities and females.

I. Keeping management informed of developments in the equal employment opportunity and affirmative action area.

J. Conducting a periodic audit to ensure that the University complies in the following ways:

1. EEO posters are properly displayed.

2. All faculty and staff are afforded the opportunity and are encouraged to participate in all University-sponsored educational, training, recreation, and social activities.

2. The University recognizes that the cooperation of deans, directors, department heads, managers, and supervisors is required to reach the full potential of this AAP. Therefore, deans, directors, department heads, managers, and supervisors are expected to:

A. Assist the Affirmative Action Officer in the identification of any problem areas and help to eliminate any barriers to equal employment opportunity.

B. Whenever possible, become involved in local minority organizations, female organizations, community action groups, and community service programs.

C. Work with the Affirmative Action Officer to periodically review hiring and promotion patterns and training programs to isolate impediments to the attainment of affirmative action placement goals and objectives. Results from these reviews are communicated through appropriate management meetings.

D. Review the qualifications of faculty and staff to ensure that minorities and females are given full opportunity for transfers and promotions.

E. Provide career counseling for faculty and staff as needed.

F. Adhere to the University’s policy of equal employment opportunity for all faculty and staff. Ensure that the policy is understood, supported, and adhered to by the faculty and staff they supervise.

G. Take action to prevent harassment of faculty and staff based on protected characteristics or due to a perception that an individual might have been the beneficiary of the University’s affirmative action efforts.
JOB GROUP ANALYSIS
In accordance with 41 C.F.R. 60-2.12

The job group analysis is the first step in comparing the representation of minorities and females in the workforce covered by this AAP.

In designing our job groups we considered the following elements:

- Similarity of duties and responsibilities;
- Similarity of compensation; and,
- Similarity of opportunities for advancement including training, transfers, promotions, mobility, and other career enhancements.

For the purpose of conducting meaningful workforce analyses, University faculty and staff were first grouped into segments by occupational duties, in line with the Integrated Postsecondary Education Data System (IPEDS) report:

1-Executive/Administrative/Managerial
2-Faculty
3-Professionals
4-Technical/Paraprofessional
5-Clerical/Secretarial
6-Skilled Crafts
7-Service/Maintenance

The occupational groups were further divided by the level of responsibility and/or complexity of skill set required to perform the essential functions of the position.

Although not a determinative factor in designing job groups, we also attempted to create job groups that are large enough to conduct appropriate analysis.

Exhibit B identifies the job groups created for this AAP with the percentage of minority incumbents and the percentage of female incumbents in each job group.
The 2012 AAP shows a continued commitment to equal employment opportunity and affirmative action, and has strong plans to ensure both University and faculty and staff success.

The President and Assistant Vice President and Chief Human Resources/Diversity Officer afford the Affirmative Action Officer full authority to take action to implement the plan and to pursue solutions to problems that might impede the progress of this Plan. Through Renisha Gibbs, the Affirmative Action Officer, the University will continue to communicate its policies, both within the organization and to the community in which we work.

At the close of The Florida State University’s most recent Plan year, an analysis of the composition of the workforce was undertaken. The workforce was analyzed by job group and by department to determine the employment of minorities and females, and to identify if placement goals are needed when compared to the appropriate available workforce. This analysis revealed 25 areas in which the difference between incumbency versus estimated availability was statistically significant. Nonetheless, the University expects to continue its successful outreach efforts and to ensure that all applicants, faculty, and staff are treated fairly, based on job-related criteria, without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law or policy.

The University is mindful of the fact that continued achievements in the area of equal employment opportunity and affirmative action are important. As a result, we have included additional action-oriented plans and programs for recruiting, communication, and reporting, to ensure that our compliance with affirmative action continues in good stead.

Finally, it should be noted that the University's thorough analysis of its workforce reveals that The Florida State University is in full compliance with its EO and Non-Discrimination guidelines. As outlined in this AAP, The Florida State University is ready and willing to make affirmative action both a commitment and a continued reality.
EXHIBIT A

2012 Affirmative Action Plan Summary
Plan Summary

Employment

Employment Totals: 6,017 Total Employees
1,745 Total Minorities (29.00%)
2,925 Female (48.61%)

Employment data as of 10/31/2011

Employment Strengths: Total Minorities are represented in 52 of the 52 job groups in this AAP. Female are represented in 52 of the 52 job groups in this AAP.
## Plan Summary

### Incumbency vs. Estimated Availability

<table>
<thead>
<tr>
<th>Job Group</th>
<th>Employment</th>
<th>Placement Goal?</th>
<th>Significant</th>
<th>Statistical Value</th>
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<td></td>
<td>Min</td>
<td>Fem</td>
<td>Min</td>
<td>Fem</td>
</tr>
<tr>
<td>1A - Top-level Executives</td>
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<td>2D - Instructor/Lecturers</td>
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<td>2E1 - Research Associates</td>
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<td>2F - FSUS University School</td>
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<td>3G - Library, Media &amp; Comm Professionals</td>
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<td>3H - Program Director</td>
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<td>3X2 - Mid-level Other Professionals</td>
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## Plan Summary

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<th>Standard Deviation</th>
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<td>YES</td>
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<td>YES</td>
<td>2.439</td>
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<tr>
<td>4X2</td>
<td>Other Tech/Paraprofessionals</td>
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Standard Deviations of 2 or greater are generally regarded as statistically significant. For groups with fewer than 30 employees, the Exact Binomial Test is used and scores are marked with “E”. “E” scores of .05 or less are generally regarded as statistically significant.
Plan Summary

Number of Persons Required to be Fully Utilized

Finally, assuming the total number of employees in the job group remains the same, the AAP at this location would need to change the representation by 78 Total Minorities and 100 Female to eliminate the placement goals as presented on the following shortage report.

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Plan Summary

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EXHIBIT B

2012 Job Group Summary
### Job Group Analysis Summary by Job Group

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## Job Group Analysis Summary by Job Group

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**Group Total:** 6,017 1,745 29.00 2,925 48.61
MEMORANDUM

TO:          President Barron
FROM:        John Carnaghi
DATE:        March 2, 2012
SUBJECT:     Campus Development Agreement
             Request for Approval

Last June, the Board of Trustees approved a minor amendment to the University’s adopted Campus Master Plan which updated the University’s development plans for the Main Campus, Southwest Campus, and Panama City Campus. This action was done in keeping with the provisions of Chapter 1013.30, F.S., which describes the processes by which universities are required to develop, maintain, and update campus master plans and associated campus development agreements with local governments.

Since last June, University and City of Tallahassee staffs have been working to amend the existing Campus Development Agreement that was approved by the Board of Trustees and the City in February 2009. The attached draft is the product of these discussions. In summary, the amended Agreement does the following:

1. Updates the future space allowances the University is entitled to build on the Main Campus and Southwest Campus (see Exhibits A1 and A2).

2. Expands the geographic areas covered by the Agreement for both the Southwest Campus and Main Campus (see Exhibits B1 and B2). For example, the coverage area for the Main Campus includes the downtown properties acquired by the State and the property acquired from the Boosters in 2011.

3. Extends the date of the Agreement through 2018.

4. Does not require any additional concurrency obligations or payments from the University to the City.

The City of Tallahassee intends to conduct their required two public hearings on the draft Agreement; the first at the end of February and the second at the end of March. Provisional approval is sought therefore to allow the President to execute the Agreement in the event that the City Commission approves the Agreement in March.

Discussions with City of Panama City staff are continuing. An update of those discussions will be provided to the Trustees when they are completed.

I recommend approval of this request.

JRC/gg
2012 AMENDMENT TO THE CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA STATE UNIVERSITY AND THE CITY OF TALLAHASSEE

THIS AGREEMENT is made and entered into this ________ day of _____________, 2012. By and between the CITY OF TALLAHASSEE (herein referred to as the “City”), a municipal corporation of the State of Florida, and THE FLORIDA STATE UNIVERSITY, acting for and on behalf of THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida (hereinafter referred to as “FSU”).

WITNESSETH:

WHEREAS, FSU is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City of Tallahassee, and

WHEREAS, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

WHEREAS, the FSU has prepared and adopted a campus master plan for FSU in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by FSU, FSU and City are required to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

WHEREAS, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify FSU’s “fair share” of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies, and
WHEREAS, FSU has undertaken the transportation concurrency and stormwater activities agreed to in the 2008 Campus Development Agreement, and

WHEREAS, the increase in square footage and parking in this amended Agreement are for the purposes of re-assigning existing buildings for FSU’s use, and such re-assignment does not create any new traffic or stormwater impacts, and

WHEREAS, FSU has removed all reference to a renewable energy center on its Southwest Campus from its adopted Campus Master Plan, as agreed to in the 2008 Campus Development Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties do hereby agree as follows:

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

2.1 The term “Administration Commission” means that entity created pursuant to Section 14.202, Florida Statutes.

2.2 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.

2.3 The term “aggrieved or adversely affected person” means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

2.4 The term “campus master plan” means the Florida State University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30(3)-(6), Florida Statutes.
2.5 The term “comprehensive plan” means the City of Tallahassee-Leon County Comprehensive Plan, which was prepared and adopted consistent with requirements of Subsections 163.3177 and 163.3187, Florida Statutes.

2.6 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such developments occur.

2.7 The term “development” means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.

2.8 The term “force majeure” means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.

2.9 The term “public facilities and services” means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities.

2.10 The term “state land planning agency” means the Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of FSU and City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City’s comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

4.0 GENERAL CONDITIONS

4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by FSU and the City.

4.2 FSU represents that it has full power and authority to enter into and preform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of FSU.
4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been approved by the City and having been the subject of one or more duly noticed public hearings as required by law; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.

4.4 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement.

4.6 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings, applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings, concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. Notwithstanding this paragraph, the parties acknowledge that the adopted FSU Campus Master Plan, as amended and various interlocal agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.

4.7 Upon execution of this agreement, all campus development identified in Exhibit “A.2” which summarizes projects identified in the adopted FSU Campus Master Plan may proceed without further review by the City if it is consistent with the terms of this Agreement and the FSU Campus Master Plan.

4.8 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2018, unless extended by the mutual consent of FSU and the City, in accordance with Section 15.0 of this Agreement.
6.0 **GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The real property subject to this Agreement and included within is identified in Exhibit “B1,” the FSU Main Campus, and Exhibit “B2,” the FSU Southwest Campus, attached hereto and incorporated herein by this reference.

7.0 **DESCRIPTION OF PUBLIC FACILITIES AND SERVICES**

The following public facilities and services are available to support development authorized under the terms of this Agreement.

7.1.1 The FSU Main Campus is located in the northeast portion of the Lake Munson Drainage Basin and drains into the Munson Slough through the Central Drainage Ditch. The northwest portion of the campus drains into the Upper Central Drainage Ditch Basin. The northeast portion of the campus drains into the FSU Branch Basin. The extreme northeast portion of the campus drains to the Frenchtown Basin. The southeast portion of the campus drains to the Downtown Branch Basin, and the southwest portion drains to the Lower Central Drainage Ditch Basin.

The FSU Southwest Campus is located in the south central portion of the Lake Munson Drainage Basin. A number of watersheds and sub-basins are located within the boundaries of the Southwest Campus. These include the Black Swamp watershed along the southern boundary, the Alumni Village watershed on the eastern portion of the campus, the West Tennessee watershed in the southwest portion of the campus. In addition, the Innovation Park closed basin is located in the central portion of the campus. A part of the western portion of the Southwest campus is located within the larger Lake Munson Basin. The Southwest Campus generally consists of these watersheds that are high on the east and west sides of the campus. Collectively, with the exception of the Innovation Park closed basin, these watershed areas drain to the central part of the Southwest Campus into the West Drainage Ditch and then south into Munson Slough and ultimately into Lake Munson.

7.2 The potable water and fire protection needs for FSU are provided by the City.

7.3 The sewer collection system at FSU consists of a series of gravity sewer lines which ultimately connect to the City’s regional sewer collection system.

7.4 All solid waste (trash) is collected throughout the campus and transported to appropriate disposal sites by the City of Tallahassee FSU, or third parties.

7.5 Recreation and open space facilities are provided by FSU. Within the context area, the City provides a variety of parks, open spaces and recreational facilities which are available for use by FSU students, faculty and staff.

7.6 FSU is served both by internal roadways that accommodate only university-related trips and by external roadways that serve the larger context area as well as FSU. Internal
roadways are generally maintained by the University, and external roadways are maintained either by the City of Tallahassee, Leon County, or the Florida Department of Transportation.

7.7 FSU provides for bus service to accommodate student and faculty transportation needs. Presently FSU contracts with StarMetro to provide its bus service. Trips to the campus are currently provided by eight routes: Garnet, Gold, Tomahawk, Heritage Grove, Renegade, Osceola, Village, and Night Noile. FSU and StarMetro also provide “fare free” service on all City Routes for students, faculty, and staff.

7.8 Electric energy and demand for FSU are provided by the City. The principal electric supply resources are:

- Bulk Power Substation Thirteen (BP-13) located on Woodward Avenue;
- Underground Transmission lines serving BP-13 from the north side of the campus;
- Bulk Power Substation Three (BP-3) located on Lipona Road;
- Overhead Transmission lines serving BP-3 from the south, west and north;
- Bulk Power Substation Thirty-one (BP-31) located on Levy Avenue;
- Overhead Transmission lines serving BP-31 from the south and north.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE CITY

8.1 The Leon County-City of Tallahassee Comprehensive Plan establishes the following level of service standards for drainage/stormwater management facilities:

**Countywide**

(a) The design and water quality standards as set forth in Chapters 17-3 and 17-25. Florida Administrative Code, as the same may be amended from time to time, are adopted as the level of service for drainage/stormwater quality. Local government may set higher minimum levels of treatment in watersheds where investigation and analysis indicate more stringent levels of service are required.

(b) Drainage/stormwater management facilities shall be adequate to provide the following level of service with regard to flood control:

**100-year storm event**

No flood water in new buildings or existing buildings.

Overland flow capacity available for all flow in excess of capacity of underground and open channel conveyance systems.

**25-year or less storm event**
No flood water more than 6 inches deep in local roads, parking lots, or other non-street vehicular use areas.

No flood water in one driving lane each direction of collector streets.

No flood water in two driving lanes each direction of arterial streets.

Open channel conveyance available for all flow in excess of capacity of underground conveyance systems, or for full 25-year storm flow if no underground conveyance system exists.

The rate of offsite discharge shall not exceed the pre-development rate if discharge.

10-year or less storm event

No flood water in one driving lane of local roads.

No flood water in driving lanes in any road other than a local road.

Underground conveyances not overflowing in business and commercial districts.

5-year or less storm event

No flood water in one driving lane of any roadways.

Underground conveyances not overflowing in residential districts.

(c) These are adopted levels of service and shall be used as the bases for determining the availability of facility capacity and the system demand generated by development. In instances where an off-site deficiency exists at the time of adoption of this policy, such deficiency shall not be increased as a result of any development or land use change.

8.2 The Comprehensive Plan establishes the following level of service standards for potable water facilities:

**Urban Service Area**

160 gallons per capita per day.

**Outside the Urban Service Area**

100 gallons per capita per day.
8.3 The Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:

The LOS for sanitary sewer systems shall be as published in the Recommended Standard for Wastewater Facilities as referenced in 62-604.300(5)(g) Florida Administrative Code.

In the design of sewer collection, pumping, treatment, and effluent disposal facilities, appropriate peak factors shall be utilized. This is the adopted level and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

8.4 The Comprehensive Plan establishes the following level of service standard for solid waste:

(a) Leon County solid waste facilities (includes all public, private, public/private partnerships, facilities, and contracted services):
   (1) Provide for:

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(2) One year of Class 1 landfill lined cell disposal capacity at present fill rates.

(3) Five years of Class 1 landfill capacity with preliminary permit approval from the Florida Department of Environmental Protection.

(4) Ten years of properly zoned Class 1 landfill raw land capacity at present fill rates.

(b) Private solid waste disposal facilities: Same as local government

8.5 The Comprehensive Plan establishes the following level of service standard for parks, open space, and recreational facilities:

(a) Tallahassee parks and recreation facilities:
(1) Regional parkland: 4 acres per 1,000 population includes City operation of County-owned Tom Brown Park.

(2) Area park land: 1 acre per 1,000 population

(3) Recreation facilities are included in the cost of parkland.

(b) Leon County parks and recreation facilities:

(1) Regional park land: 8 acres per 1,000 population

Area park land: 1 acre per 1,000 population

8.6 The Comprehensive Plan establishes the following level of service standards for State and local arterial and collector roads:

(a) The peak hour roadway level of service for Tallahassee and Leon County is established as follows:

**Outside the Urban Service Area:**
- Interstate, Limited Access Parkways: C
- Principal Arterials: C
- Minor Arterials: C
- Major and Minor Collectors: C
- Local Streets: D

**Inside the Urban Service Area:**
- Interstate, Limited Access Parkways: C
- Principal Arterials, Except for capital circle NW from I-10 to SR 20: D**
- Capital Circle NW from I-10 to SR 20: E
- Minor Arterials: D/E*
- Major and Minor Collectors: D/E*
- Local Streets: D

*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the Level of Service shall be “D” for purposes of establishing priorities for programming transportation improvements, and “E” for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS D for both programming improvement and concurrency purposes.

**The Level of Service for Monroe Street from Gaines Street to Tennessee Street shall be “E”.

8.7 The Comprehensive Plan establishes the following level of service standards for public transportation/mass transit:
Urban Service Area

1% annual increase in system (bus) miles.

Rural

Not applicable.

8.8 Within the Multimodal District. The Comprehensive Plan establishes the following level of service standards and performance targets:

a. Pedestrian=C
b. Transit=C
c. Bicycle=D
d. Automobile=E+50%

9.0 FINANCIAL ARRANGEMENTS BETWEEN FSU AND SERVICE PROVIDERS

FSU has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FSU campus:

9.1 FSU and the City have entered into an agreement for the provision of drainage/stormwater management facilities or service to part of the campus through the use of a regional stormwater facility (RSF). Under this agreement, FSU and City participated jointly in the land acquisition, design, permitting and construction of the RSF. The total costs associated with RSF were approximately $10.2 million dollars. Of this total, FSU’s financial contribution, including land acquisition, design, and construction, was approximately $6.6 million, or approximately 65% of the total costs. FSU will mitigate any stormwater impacts on project sites if sufficient capacity is not available in the joint regional stormwater facility or on other FSU sites. FSU also pays a monthly charge to the City for the storage and conveyance of stormwater associated with the FSU campus.

9.2 FSU pays a monthly charge to the City for the provision of potable water facilities or service to the campus.

9.3 FSU pays a monthly charge to the City for the provision of sanitary sewer facilities or service to the campus.

9.4 Where the City’s service is used, FSU pays a monthly charge to the City for the collection and disposal of solid waste on the campus.

9.5 There are no financial arrangements between FSU and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
9.6 FSU has an agreement with StarMetro for the provision of “fare-free” public transit facilities and services to the campus. Students, faculty, and staff are able to ride buses on all city routes under the terms of the service agreement.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 FSU and City agree that, with the additional capacity available through the construction of the joint regional stormwater facility and the commitment that the stormwater impacts of the development proposed in the adopted FSU Campus Master Plan and in Exhibit “A.2” will be addressed either on site or through the use of such remote facilities, said development should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the City.

10.2 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A.2” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.

10.3 FSU and City agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A.2” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.

10.4 FSU and City agree that development proposed in the adopted FSU Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the City.

10.5 FSU and City agree that development proposed in the adopted FSU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the City.

10.6 FSU and City agree that the development proposed in the adopted FSU Campus Master Plan and in Exhibit “A.2” will result in no new unmitigated transportation impacts.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the City’s concurrency requirements, the construction of the following off-campus improvements shall be required.

11.1 The FSU and City agree that the mitigation of the stormwater impacts of development proposed in the adopted FSU Campus Master Plan and Exhibit “A.2” requires no stormwater management improvements provided that stormwater impacts are addressed on project sites if sufficient capacity is not available to the FSU in the joint regional stormwater facility or other FSU facilities.

11.2 FSU and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master
Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus potable water improvements need be provided.

11.3 FSU and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus sanitary sewer improvements need be provided.

11.4 FSU and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of the University for the duration this Agreement. FSU and City further agree that no off-campus solid waste improvements need be provided.

11.5 FSU and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan and to meet the future needs of FSU for the duration of this Agreement. FSU and City further agree that no off-campus open space and recreation improvements need be provided.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FSU to guarantee FSU’s fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the FSU Campus Master Plan and Exhibit “A.2”:

12.1 For stormwater on the SW Campus, FSU will follow the stormwater study that was submitted for this campus and approved by the City. When the joint regional stormwater facility is utilized, ongoing capacity accounting records will be maintained in accordance with the terms and conditions of the Regional Stormwater Facility Agreement. When regional facilities other than the joint regional stormwater facility are utilized, ongoing capacity accounting records will be maintained by FSU and made available to the City.

12.2 FSU and the City agree that no off-campus potable water improvements need be assured by FSU.

12.3 FSU and the City agree that no off-campus sanitary sewer improvements need be assured by FSU.

12.4 FSU and the City agree that no off-campus solid waste improvements need be assured by FSU.

12.5 FSU and the City agree that no off-campus parks and recreation improvements need be assured by FSU.
13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 FSU is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in Exhibit “A.2”, which is incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the FSU Campus Master Plan adopted on June 13, 2008.

13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Exhibit “A.2” for the duration of this Agreement. FSU shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The City acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit “B”. The City also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by FSU to meet concurrency requirements and/or to prevent development identified in Exhibit “A.2” from going forward in accordance with its established timetable of development.

14.0 APPLICABLE LAWS

14.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this agreement.

14.2 If state or federal laws are enacted subsequent after execution of this Agreement, which are applicable to or preclude either party’s compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended in conjunction with the five-year Campus Master Plan update, as required by Subsection 1013.30(3), Florida Statutes. Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30(19), Florida Statutes.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the parties hereto.
15.4 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 of this Agreement.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The City finds that this Agreement and the proposed development provided for herein are consistent with the City’s adopted Comprehensive Plan.

17.0 ENFORCEMENT

In accordance with Subsection 1013.30(20), Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30 Florida Statutes. This action shall be the sole and exclusive remedy of an adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising from the implementation of this Agreement, the provisions of Subsection 1013.30(17), Florida Statutes, shall govern the resolution of the dispute. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.

18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either FSU or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the
issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribe, by order, the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.01 The City may, upon request, review all relevant information concerning development on the FSU campus to verify that the terms of this Agreement are satisfied. The City may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

19.2 FSU may, upon request, review all relevant information concerning development activity by the City to verify that improvements for which State University System Concurrency Trust Fund moneys are used to address impacts of University development, have been implemented consistent with the terms and conditions of this Agreement. FSU may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

19.3 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

19.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of section 18.0 above.

19.5 The City of Tallahassee shall notify the FSU Facilities Planning Department of all comprehensive plan future land use map and zoning map amendments as well as all Type A, B and C and site plan and development reviews within the boundaries of the FSU campus (i.e. 10 year master plan map) as defined in the adopted campus master plan. The City will notify FSU by e-mailing the agenda for the Type A and DRC meetings as well as the listing of pending zoning and comprehensive plan amendments to Mark Bertolami (mbertolami@admin.fsu.edu) or his assigned representative. A copy of all such requests shall be provided by the City to the Facilities Planning Department in advance of any City review or approval of an item notice.

20.0 SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, their successors in interests, heirs, assigns and personal representatives.

20.1 FILING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by FSU within 14 day after execution.
22.0 NOTICES

22.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.

22.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the FSU shall be:

The Florida State University
ATTN: Theodora Carey, Agency Clerk
424 Westcott Building
Tallahassee, Florida 32306

With a copy to:

Mr. John R Carnaghi, Senior vice President for Finance and Administration
Florida State University
Tallahassee, Florida 32306

The address of the City shall be:

Honorable John R. Marks, III, Mayor
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

Anita Favors Thompson, City Manager
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301
23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this agreement.

Exhibit “A.1”---Correction to 2008 Agreement Exhibit “A”
Exhibit “A.2”---Development Authorized By The Agreement
Exhibit “B1”---FSU Main Campus Geographic area covered By The Agreement
Exhibit “B2”---FSU Southwest Campus Geographic Area Covered By The Agreement

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

__________________________________

DR. ERIC J. BARRON, PRESIDENT
THE FLORIDA STATE UNIVERSITY
For and on Behalf Of
THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

Date: _______________________________

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dr. Eric J. Barron, President, The Florida State University, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this ______ day of ________________________, 2012.

__________________________________
Notary Public
(Notarial Seal)
My Commission expires:

On ______________________, 2012. The Florida State University Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized and execution of this Agreement by Dr. Eric J. Barron, President, The Florida State University.

APPROVED AS TO FORM:

_______________________
Dayton Michael Cramer
Deputy General Counsel

APPROVED by the City Commission on ____________, 2012.

CITY OF TALLAHASSEE, FLORIDA

By: ____________________________
John R. Marks, III
Mayor

ATTEST:

APPROVED AS TO FORM:

By: ____________________________
By: ____________________________
James O. Cooke, IV
City Treasurer-Clerk
James R. English
City Attorney

By: ____________________________
By: ____________________________
## EXHIBIT "A.1"
CORRECTION TO 2008 AGREEMENT EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE [2008] AGREEMENT
AND FOR WHICH CAPACITY IS RESERVED

### ADDITIONAL AMOUNT AUTHORIZED**

<table>
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<tr>
<th>ITEM</th>
<th>UNIT TYPE</th>
<th>MAIN</th>
<th>SW</th>
<th>TOTAL</th>
</tr>
</thead>
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<tr>
<td>Classroom</td>
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<td>17,876</td>
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<td>NASF</td>
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<td>54,488</td>
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<tr>
<td>Research Labs</td>
<td>NASF</td>
<td>507,505</td>
<td>290,698</td>
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<td>1,347,646</td>
<td>247,930</td>
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<td>Study</td>
<td>NASF</td>
<td>554,853</td>
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<td>Gymnasium</td>
<td>NASF</td>
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<td>5,167</td>
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<td>Instruct. Media</td>
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<td>12,101</td>
<td>18,732</td>
<td>-</td>
</tr>
<tr>
<td>Auditorium/Exhibit</td>
<td>NASF</td>
<td>236,392</td>
<td>5,139</td>
<td>1,200</td>
</tr>
<tr>
<td>Student Acad. Support</td>
<td>NASF</td>
<td>36,753</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Campus Support</td>
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<td>62,173</td>
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</tr>
<tr>
<td>Other Assignable</td>
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<tr>
<td>Housing</td>
<td>Beds</td>
<td>7,062</td>
<td>1,259</td>
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</tr>
</tbody>
</table>

** Existing equals actual plus remaining purchased capacity for building area, parking, and housing.
** For Student Headcount number represents anticipated growth and as authorized by Board of Governors.
+ The previous Master Plan authorized 5,000 additional spaces through the year 2010, taking the main campus to a maximum of 17,203 spaces in the 2010 year. This Master Plan requests no new authorization for parking beyond the previously approved. The maximum parking in the 2015 year (for Main Campus) is 17,203 spaces.
^ Total Existing equals enrollment for Main Campus, Non-Main Campus Leon County, and Main Campus APPS (Academic & Professional Program Services). Projected Headcount equals Main Campus, Non-Main Campus, and APPS. All figures are as per FSU Fact Book 2007-2008. Amounts shown do not include any students enrolled in Distance Learning (web-based courses).
X In the 2008 Agreement the Southwest Campus (SW) existing amount included only NASF existing through 2005. The additional amount authorized included only the NASF which was planned for construction between 2009 and 2015. The NASF that was constructed, under construction, or which construction funds were allocated (the point of reference for determining capacity as used) from 2006 through 2008 was omitted. This document corrects this omission.
○ Column represents correct total used capacity through 2008.
**EXHIBIT “A.2”**

**2011 AMENDMENT OF DEVELOPMENT AUTHORIZED BY THE 2008 AGREEMENT**

* AND FOR WHICH CAPACITY IS RESERVED

---

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT TYPE</th>
<th>TOTAL BUILDING AREA</th>
<th>2008 AGREEMENT 1 EXISTING AMOUNT</th>
<th>ACQUIRED PROPERTY 2 EXISTING AMOUNT</th>
<th>NEW 3 EXISTING AMOUNT</th>
<th>REALLOCATION 4 OF EXISTING AMOUNT</th>
<th>NEW ITEM 5 TOTAL AMOUNT</th>
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<tr>
<td></td>
<td></td>
<td>NASF</td>
<td>MAIN SW</td>
<td>MAIN SW</td>
<td>MAIN SW</td>
<td>MAIN SW</td>
<td>MAIN SW</td>
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<tr>
<td></td>
<td>Classroom</td>
<td>NASF</td>
<td>567,217</td>
<td>49,876</td>
<td>43,718</td>
<td>610,935</td>
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<td>Teaching Labs</td>
<td>NASF</td>
<td>639,706</td>
<td>109,488</td>
<td>39,606</td>
<td>(500)</td>
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<td></td>
<td>Research Labs</td>
<td>NASF</td>
<td>565,664</td>
<td>448,698</td>
<td>5,273</td>
<td>(57,205)</td>
<td>573,991</td>
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<td>Office</td>
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<td></td>
<td>Study</td>
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<td>Instructional Media</td>
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<td>Student Acad. Support</td>
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<td>36,753</td>
<td>0</td>
<td>0</td>
<td>36,753</td>
<td>500</td>
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<tr>
<td></td>
<td>Campus Support</td>
<td>NASF</td>
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<tr>
<td></td>
<td>Total Parking</td>
<td>Spaces</td>
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<td>4,452</td>
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<td>17,677</td>
<td>4,452</td>
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<td></td>
<td>Housing</td>
<td>Beds</td>
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<td>1,259</td>
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<td>7,062</td>
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<tr>
<td></td>
<td>Students</td>
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<td>n/a</td>
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<td>42,450</td>
<td>n/a</td>
</tr>
</tbody>
</table>

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1. Existing equals starting capacity plus additional purchased capacity in 2008 Agreement. Southwest Campus is corrected to reflect the actual capacity needed as of 2008. The previous Agreement did not include the square footages constructed or under construction from January 2006 through April of 2008. See Exhibit "A.1".

2. Property purchased or acquired since 2008 Agreement. Amounts represent the classification of space at time of purchase or acquired.

3. New existing amount for this agreement.

4. Reallocated equals a) if positive number, amount taken from the negative number or b) if negative number, total amount distributed to other categories. This number does not apply to parking or housing.

5. Amounts equals new totals within ITEM (categories) when capacities are reallocated.

6. Total Building Area is the grand total of all space.

7. The previous Development Agreement authorized a maximum parking for Main Campus through the year 2015 of 17,203 spaces. An additional 432 spaces were added through acquired properties bringing the total allocation to 17,635. No additional spaces are requested for either campus.

8. Totals equal estimated enrollment for Main Campus, Non-Main Campus Leon County, and Main Campus APPS (Academic & Professional Services). Amounts shown do not include any students enrolled in Distance Learning (web-based) courses.

9. For Student Headcount number represents anticipated growth as authorized by Board of Governors for previous agreement. Current estimates for Fall of 2018 do not indicate any increase above amount anticipated in 2008 Agreement.
FLORIDA STATE UNIVERSITY
MAIN CAMPUS DEVELOPMENT AGREEMENT COVERAGE AREA
FLORIDA STATE UNIVERSITY
SOUTHWEST CAMPUS DEVELOPMENT AGREEMENT COVERAGE AREA
MEMORANDUM

TO: President Barron  
FROM: John Carnaghi  
DATE: March 2, 2012  
SUBJECT: Establishment of Student Green Fee  
Request for Approval

Florida Statute 1009.24 15 authorizes the Board of Trustees to establish student fees. The Florida State University student body has requested that the Board establish a Student Green Fee (SGF) effective Fall 2013 at the rate of $.50 per credit hour.

Since 2008, the students of Florida State University have voted in favor of establishing a Student Green Fee (SGF) by an average of 65.75% per election. As early as spring 2010, Florida SUS campuses have been seeking Board of Governors approval for a Student Green Fee (SGF) that would support sustainability initiatives, increase the use of energy efficient and renewable technologies, and lower a university’s energy consumption, costs, and greenhouse gas (GHG) emissions. If approved, FSU would be the third SUS university to implement this fee. The proposed fee will foster collaboration among departments while supporting our strategic initiative of ensuring operational excellence while maintaining financial integrity.

The revenue generated from the fee would be placed in a separate account overseen by Finance & Administration and the Office of Sustainability. Student Green Fee (SGF) revenues will be used to fund projects sponsored by collaborative teams of students, faculty, and staff that support initiatives set forth through the energy savings and climate action plans.

Fund allocations will be reviewed and approved by a committee comprised of 50% students and 50% faculty and staff. Committee structure and activities shall be modeled after similar programs throughout the state. The SGF is set to sunset every three years and put to a student vote for its re-establishment, allowing every student to reaffirm its need during their time at Florida State University.

Student Green Fee

I recommend your approval of the establishment of the Student Green Fee of $.50 per credit hour per student effective Fall Term 2013.

JRC/es
FSU Board of Trustees
Supporting documentation – Student Green Fee

Timeline of the SGF initiative

*Do you support the implementation of a 50 cent per credit hour Student Green Fund that would be used to fund campus sustainability initiatives designed to reduce the carbon emissions of this university that will enable the Florida State University to become a more green campus?*

Spring 2008 – First referendum on student ballot; passed

Spring 2010 – Second referendum on student ballot; passed

2010 Florida Legislative Session – Transfer of student fee approval from Florida Legislature to Florida Board of Governors

2011 Board of Governors January meeting – USF & New College green fees approved for Fall 2011 implementation

Spring 2011 – Third referendum on student ballot; passed

Spring 2012 – Fourth referendum on student ballot; passed

March 2012 – FSU Board of Trustees request for consideration

Early 2013 (projected) – Request sent to Board of Governors for consideration

Fall 2013 (projected) – FSU green fee implementation
The Sixty-Fourth Student Senate

Resolution 14

Sponsors: Guerrier, Rosenthal

WHEREAS: The student body of Florida State University has supported a 50 cent per credit hour fee that would fund sustainability efforts for the past three years; and

WHEREAS: Students supported the Green Fund in the previous election by an overwhelming majority; and

WHEREAS: A Student Green Fund is in line with both the University’s strategic plans and sustainability goals; and

WHEREAS: A Student Green Fund would be supervised by 50% students and 50% staff to support the ongoing efforts of our Campus Sustainability Initiative; and

WHEREAS: Monies generated by this fund would be used to reduce the impact of the university’s greenhouse gas emissions, increase efficiency with our waste disposal, and reduce our energy consumption; and

WHEREAS: This fund would allow the Florida State University to become a leader in student empowerment with regards to the responsible use of university funds,

THEREFORE, BE IT RESOLVED BY THE SIXTY-FOURTH STUDENT SENATE that the Legislative Branch of the Student Government Association also supports this initiative, and requests that the FSU Board of Trustees approves the implementation of the Student Green Fund for the benefit of our student body and overall university.

BE IT RESOLVED BY THE SIXTY-FOURTH STUDENT SENATE that a copy of this resolution be sent to the Florida State University President, Dr. Eric Barron, Vice-President for Student Affairs, Dr. Mary Coburn, Vice-President for Finance and Administration, Dr. John Carnaghi, Associate Vice President for Facilities, Dennis Bailey, and the Student Government Association President, Avi Assidon.
**Proposed Action:** Approval of the Student Green Fee

**Purpose**

The Student Green Fee (SGF) is a student-led initiative to give students at Florida's public universities the power to establish a small fee to fund sustainable initiatives and projects on their campuses. The proposed $0.50 per credit hour fee would help support efficiency, conservation, and sustainability-related projects (water, energy, waste, alternative transportation, food, etc.) that reduce Florida State University's energy costs, greenhouse gas (GHG) emissions, and waste.

The intent of the proposed fee aligns with the goals of the Strategic Priority 6.0 (specifically, Supporting Goals 6.4 and 6.5) of the 2008-2014 FSU Strategic Plan. These goals aim to achieve excellence in the physical and sustainable campus environment. The proposed fee also complements targets in the Campus Master Plan, the Energy Savings Plan, and areas of improvement found during the AASHE STARS data collection. These reports highlight the existence of and the need for sustainable practices, cost reducing strategies, and waste-reducing measures.

Additionally, the SGF reinforces the values of collaboration with the Division of Student Affairs, including: collaborating with campus and community partners to design policies and programs that are student-centered; providing a caring environment which promotes sustained achievement, and fosters learning and the holistic development of students, faculty and staff; developing strategies to increase student engagement and learning opportunities across campus; and enhancing and supporting student leadership learning initiatives.

The proposed fee will help Florida State University address goals across multiple departments, as well as make an impact on the overall participation in campus operations.

**Demonstrated Student-Based Need/Involvement**

The campaign for a Student Green Energy Fee in Florida was first organized by students at the University of Florida during the 2006-2007 academic year. Since then, students across the State University System of Florida have been working to advocate for a Student Green Energy Fee at their campuses (see supporting documentation – Timeline for an overview of the initiative). Students at Florida State University began working on the Student Green Energy Fee in 2007, renaming it the Student Green Fee in 2012. The fee was passed in 2008 as a non-binding referendum, in 2010 and 2011 as a binding referendum, and most recently gained the support of over 61% of the student population in the spring 2012 ballot.

**Substantial student input and involvement:**

1. The Student Green Fee must be approved by the student body as well as by the University Board of Trustees. A referendum of the student body must be conducted by Student Government and must be approved by a majority of the students participating in the referendum. The referendum question must explain the purpose of the fee and the proposed amount of the fee.
   - FSU has conducted four referenda (2008, 2010, 2011, and 2012), all of which passed; the most recent referendum passed with 61% of students in approval.
2. At least half the SGF committee will consist of students who are interviewed and selected by the Student Sustainability Initiative of the Student Government Association. Faculty and staff members shall submit a letter of interest and will be selected by the University President or designee.
3. The Student Green Fee will be assessed at $0.50 per credit hour. This amount must coincide with the amount proposed in the referendum described in paragraph 1. The amount of this fee may be changed only if approved by a student body referendum conducted by the Student Government.

4. After the Student Green Fee has been implemented for three years, Student Government shall conduct a referendum to assess the student body’s interest in continuing the fee. If a majority of students decide to discontinue the fee, the fee will not be collected, and any remaining revenue will be dispensed by the Student Green Fee committee within two fiscal years after this referendum. In the event of termination of the fee after it is called for by the student body, the fee may be reestablished no sooner than one year after the referendum through the process described in paragraph 1. If a majority of students vote to continue the fee, the fee shall be continued.

Description of need currently not being met through existing services, operations, or another fee:

FSU’s guiding documents and complementary operational plans lay out goals for improved sustainability across the university. We are currently in the process of developing a climate action plan and strategic plan for sustainability that would further address how the goals can be met through collaboration across campus.

Projects funded from the Student Green Fee can support increased student education and awareness of the planning and implementation of sustainability-related infrastructure and/or address specific needs that may have been value-engineered out of projects in the past. The Student Green Fee will allow FSU to work toward our goals while reducing the burden of cost on any one department. Examples of projects from other schools that have implemented green fees include (but are not limited to):

- Alternative transportation programs (bike sharing)
- Energy conservation & efficiency projects (motion-sensor lighting, building weatherization)
- Alternative energy projects (solar panels/trees/docks)
- Water conservation & efficiency projects (drip irrigation, low-flow fixtures)
- Alternative fuels for campus fleets
- Building renovations in support of LEED or Energy Star certification (sunscreens over windows)
- Green roofs (vegetated or high reflectivity)
- Increased recycling
- Expansion of sustainable food practices
- Overall education & awareness campaigns (interactive educational displays, signage)

Student impact

Financial impact:

The proposed fee would add a nominal increase to a student’s tuition rate: 0.26% of in-state undergraduate student rate, and 0.12% of the in-state graduate student rate. The cost for a student earning 30 credit hours per year is $15.00.

The fee shall not be included in any award under the Florida Bright Futures Scholarship Program established pursuant to ss.1009.53-1009.538.

Impact on student learning:

Implementation of a Student Green Fee (SGF) will contribute to building a culture of sustainability and empowering students in making positive, tangible impacts on their campus. The process will also foster a
collaborative effort between students, faculty, and staff. Students will have the opportunity to practice the technical and non-technical skills needed to enter an ever-changing workforce.

Additionally, all projects will be required to have an education and awareness component that shares project results and outcomes with the broader university community.

**Restrictions/Limitations**

The proposed fee and structure of the Student Green Fee has numerous checks in place to help ensure responsible use of the generated funds.

1. Funds will be expended only for projects that:
   - Demonstrate an immediate application to reducing operational costs, waste, and/or greenhouse gas (GHG) emissions
   - Show alignment with the FSU Strategic Plan, Campus Master Plan, and/or Energy Savings Plan
   - Submit all relevant University paperwork (space requests, event permits, etc)
   - Identify project management teams with detailed contact information
   - Submit a statement of commitment from benefiting unit who will maintain the project
   - Develop metrics on how project success will be measured
   - Submit a proposed timeline for the project, including end dates
   - Demonstrate a contribution to student learning

2. The creation of the Student Green Fee Committee (SGFC) also provides conditions to ensure responsible implementation of the fund and supported projects. At least half the SGF committee will consist of students who are selected by the Student Sustainability Initiative of the Student Government Association. Faculty and staff members will be selected by the University President or designee. A representative from the Office of Sustainability will serve as the committee chair. This committee of faculty, staff, and students will report annually to the Florida State University President and Board of Trustees.

3. Any person or entity bringing a proposal to the SGF committee would be encouraged to seek grants and matching funds.

4. Projects will be considered based on their return on investment, savings of resources, reduction of greenhouse gas emissions, benefit to the FSU community, and degree of innovation.

5. The Student Green Fee would sunset every three years, encouraging all students to review the success of the fee. The fee shall be discontinued if the student body shows disapproval in the referendum.

6. Any changes to the amount of the fee must also be approved by the study body in a referendum conducted by Student Government.

**Revenues/Expenditures**

*Annual estimated revenue to be collected:* $583,221.50 (based on 1,166,443 credit hours during the 2010-2011 academic year).

The Student Green Fee would support projects that promote sustainability at Florida State University that increase energy and water efficiency, promote natural resource conservation, and reduce the school’s greenhouse gas (GHG) emissions, waste, and energy costs (see potential projects listed above).

The SGF committee will decide how funds are allocated and project expenditures will vary depending on the specific projects being implemented.
Fees will be collected and maintained in a dedicated auxiliary account, pursuant to OP-D-1 Auxiliary Operations (Florida Statutes 1011.47). All expenditures for projects funded from the account will be approved and paid from that account. The auxiliary fund can be administered through Facilities and the Office of Sustainability. The Director of Campus Sustainability and/or SGFC Chair can be the authorized signatories on the account. Reports on project expenditures will be made on a periodic basis. Unused funding for projects will be returned to the fund for other projects.

A percentage of the fees collected can be used annually to fund a term-limited staff position (SGF Manager) to manage the fund, as approved by the Senior Vice President of Finance & Administration.

**Accountability Measures**

While the University Strategic Plan, Campus Master Plan, Energy Savings Plan, and STARS all identify strategic priorities and goals related to sustainability, specific success metrics of projects implemented through the Student Green Fee will monitored through our data collection and monthly or annual reporting structures:

- Success from energy/water conservation and efficiency projects will be reflected in reduced consumption and cost per user or square foot.
- Success from waste reduction and recycling projects will be reflected in increased waste diversion rates and increased amounts of materials collected and sold through our recycling markets.
- Success from projects that focus on reducing greenhouse gas emissions will be reflected during the Climate Action Plan update and re-calculation cycle.
- Success from other projects can be captured as an increase in LEED or STARS points during data collection cycles.
- Additional metrics can be added over time as the program evolves.

The plans mentioned provide a framework for developing projects that are in line with needs of Florida State University. Projects that support elements of one or more of these plans demonstrate an informed decision-making process and progress toward reaching the stated goals.

The Office of Sustainability will provide administrative and budgetary oversight on all projects. In conjunction with the Director of Campus Sustainability and proposed SGF Manager, project management teams will be responsible and accountable for all project components and reporting. Project changes that necessitate a significant percent change to any budgetary category must be approved by the SGFC before proceeding.

Project reports will be developed by the founding SGFC. Project reporting will be required from all projects on a periodic basis, including a final report. All projects must be closed out with all accounting entries at the conclusion of the project.

**Other Information**

On February 15, 2012, the 64th Senate Student Senate of the FSU Student Government Association unanimously passed a resolution in support of the Student Green Fund initiative, and requests that the FSU Board of Trustees approves the implementation of the Student Green Fund for the benefit of our student body and overall university (see supporting documentation – Senate resolution).

Similar fees have been implemented on over 40 campuses around the country, and two in the state of Florida: University of South Florida and New College of Florida. The University of West Florida request has been approved by their Board of Trustees and is in process for approval at the next Board of Governors meeting.
Since 2007, the Student Green Fee has been promoted and worked on by multiple campus organizations including, Florida PIRG at FSU, Intellectual Decisions on Environmental Awareness Solutions at FSU (IDEAS at FSU), Student Sustainability Initiative (SSI), Environmental Service Program (ESP), Florida YES Coalition and numerous Florida State University students.
MEMORANDUM

TO: Finance, Business and Audit Committee

FROM: John Carnaghi

DATE: March 2, 2012

SUBJECT: Update on Refunding of Series 2002 and 2003 Bonds and Comments on Ratings for 2012 Series Bonds
Information Item

Matt Behnke will provide an update on the refunding of Series 2002 and 2003 Bonds, and comments on ratings for 2012 Series Bonds.

JRC/gg