

AGENDA

**ST. PETERSBURG COLLEGE BOARD OF TRUSTEES
TUESDAY, JANUARY 18, 2011**

**EPICENTER MEETING ROOM (1-453)
13805 – 58TH STREET N.
LARGO, FLORIDA**

REGULAR MEETING: 8:30 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. Ronald B. Galvagni, Instructional Assistant, Communications, St. Petersburg/Gibbs Campus
 - 2. Carol A. Vassillion, Building Supervisor, Provost Office, Allstate Center
- B. Recognitions/Announcements. **NONE**

III. COMMENTS

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

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of December 14, 2010

V. MONTHLY REPORTS

- A. Board Attorney – Joseph H. Lang
- B. Acting General Counsel – Suzanne Gardner
- C. Provosts – Brock, Carney, Olliver, Ulmer

VI. OLD BUSINESS (items previously considered but not finalized)

VII. NEW BUSINESS

- A. STUDENT SUCCESS AND ACHIEVEMENT (*information*)
 - 1. Who's Here – All Students Spring 2011
 - 2. Who's Here – FTIC (First Time in College) Spring 2011
 - 3. Fall 2010 FTIC Cohort Tracking

- B. BIDS, EXPENDITURES AND CONTRACTS (through Purchasing)
 - 1. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*information*)

- C. OTHER EXPENDITURES AND CONTRACTS
 - 1. Quarterly Informational Report of Contract Items (*information*)

- D. GRANTS/RESTRICTED FUNDS CONTRACTS
 - 1. Application/Acceptance
 - a. WorkNet Pinellas—Operation Life Skills “Dare to Soar” Grant
 - b. National Forensic Science Technology Center – Video Production and Post Production Services
 - c. Florida Department of Education—Expanded Common Placement Testing Proposal for 2010-11
 - 2. Amendment(s). **NONE**

- E. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
 - 1. Quarterly Informational Report of Construction Contract Approvals Not Exceeding \$325,000 (*information*)
 - 2. Amendment #1 to ARC3 Architecture, Inc. Contract for Miscellaneous Architectural Services Collegewide
 - 3. Amendment #1 to the Griner Engineering, Inc. Contract for Miscellaneous Mechanical Engineering Design Services, Collegewide
 - 4. Quarterly Selection of Pre-Qualified Small Contractors, Revision #18

5. Lease Agreement between St. Petersburg College and the Honorable C.W. Bill Young, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Library Addition, Seminole Campus
6. Amendment #1 to the Lease Agreement between The Florida Orchestra, Inc. and St. Petersburg College in Partnership for Advancement of Educational Programs and for Long-Term Lease of Facilities at the College's Downtown Center
7. Amendment #1 to the Lease Agreement between St. Petersburg College and Pinellas County Osteopathic Medical Society for a Lease of Office Space at the District Office

F. AGENCY BILLINGS. **NONE**

G. PERSONNEL

1. Personnel Report

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

I. FINANCIAL REPORT AND UPDATE (*information*)

VIII. PRESIDENT'S REPORT

IX. FUTURE AGENDA ITEMS

X. NEXT MEETING DATE AND SITE

Tuesday, February 15, 2011, Clearwater Campus (SS 160)

XI. ADJOURNMENT OF REGULAR MEETING

ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING TO IMMEDIATELY FOLLOW – Presenter: Principal Starla Metz (see separate agenda)

BOARD RETREAT TO BE HELD IN THE COLLABORATIVE LABS, EPICENTER (see separate agenda)

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting Tuesday, January 18, 2011, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

Items summarized on the Agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3260.

***No packet enclosure**

Date Advertised: Jan. 7, 2011

[Confirmation of Publication](#)

Provost Reports
Board of Trustees Meeting
January 2011



St. Petersburg College

Continuity of Operations Plan

- The development and maintenance of Continuity of Operations Plan (COOP) is mandated by Florida State Statute. ***“Each state agency such as a prison, office building, or university has a disaster preparedness plan that ensures continuity of essential functions under all circumstances”.***
- The Department of Education, Division of Florida Colleges, has mandated that all colleges shall submit their plans by March 2011.
- The COOP outlines the specific policies, procedures, and guidelines to maintain continuity of operations following an incident which disrupts the normal business continuity of St. Petersburg College
- COOP Objectives:
 - Ensure the safety of personnel and visitors
 - Provide for the ability to continue essential operations
 - Contain provisions for the protection of critical equipment, records, and other assets
 - Maintain efforts to minimize damage and losses
 - Contain provisions for an orderly response and recovery from any incident
 - Serve as a foundation for the continued survival of leadership
 - Assure compliance with legal and statutory requirements
- The majority of content in the plan was gathered while completing the SPC Hurricane COOP in 2008 and during the review and update of the SPC Emergency Management Plan.
- Our Draft Plan will be submitted to the Emergency Management Council, and to Cabinet for review and approval in early February 2011 and upon approval by Dr. Law, submitted to the Department of Education by deadline date in March 2011

Learning Support Commons

Mission: Meet the needs of students and help them achieve their greatest possible **academic success** as learners; focusing on subject-matter skills, self-confidence, study habits, **retention**.

Tutoring Services:

Math: *Pre-algebra – Calc III*

Sciences: *Chemistry, Physics, A&P*

Communications: *Writing, Spanish*

Bus. & Tech: *Accting., Computers*

Others: *Final Exam Reviews, Make-up Testing, Etc.*



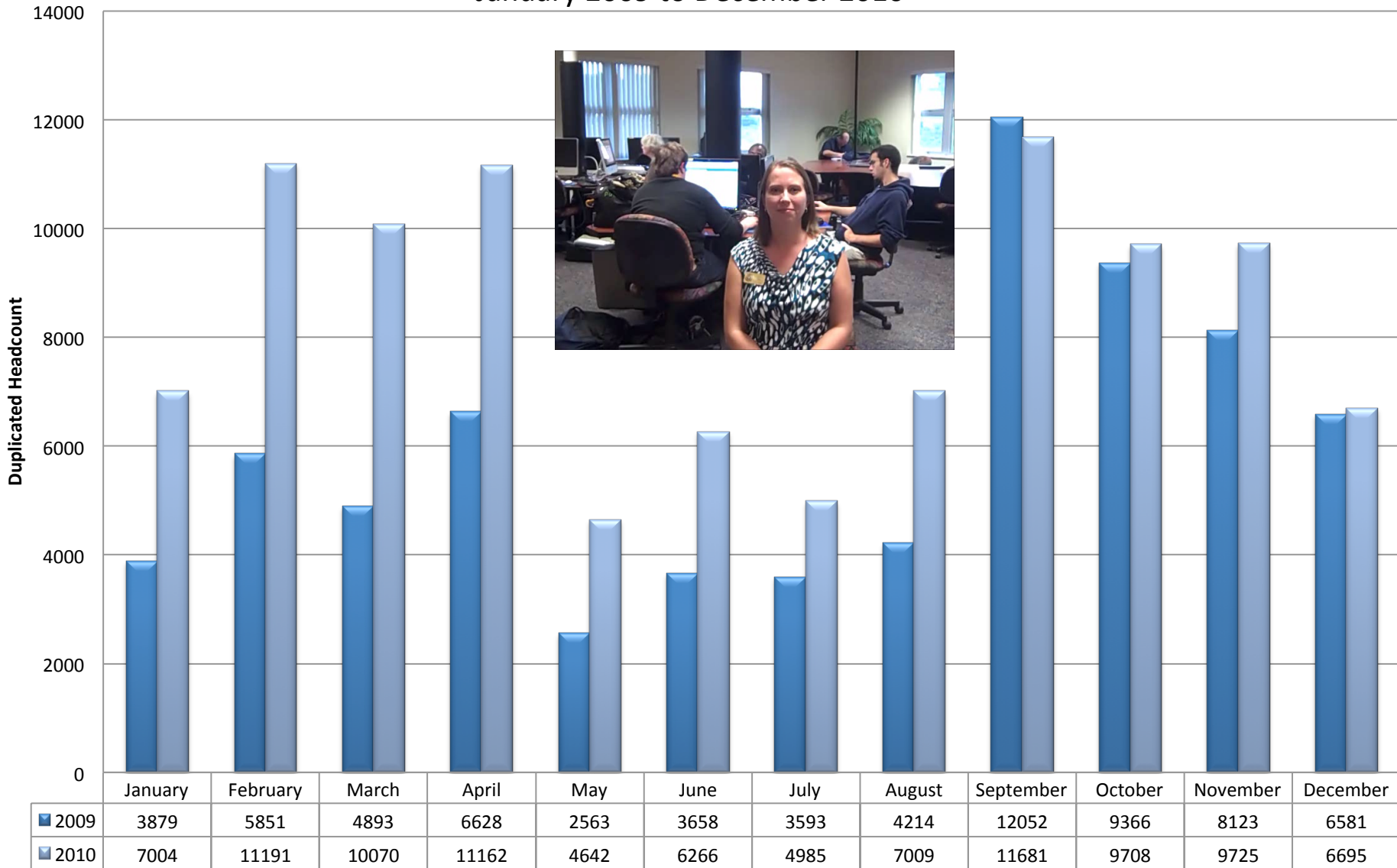
Staffing:

Full-time: *2 Staff*

Part-time: *3 Staff, 9 Students, 5 Volunteers*

Number of Student Visits (Who's Next System)			
Fall 2008	Fall 2009	Fall 2010	3yr Growth Rate
5,828	6,168	6,682	14.7%

**St. Petersburg College
Seminole Campus
Learning/Collaborative Commons Usage Report
January 2009 to December 2010**



SPC Downtown/Midtown Celebrating Firsts



Faculty

Food Services

Financial Aid

Disability Services

1

Fitness

*Learning Support Commons –
Tutoring Center*

Veterans Services

**MASTER PLANNING FOR
FUTURE GROWTH**

“Who’s Here at SPC”

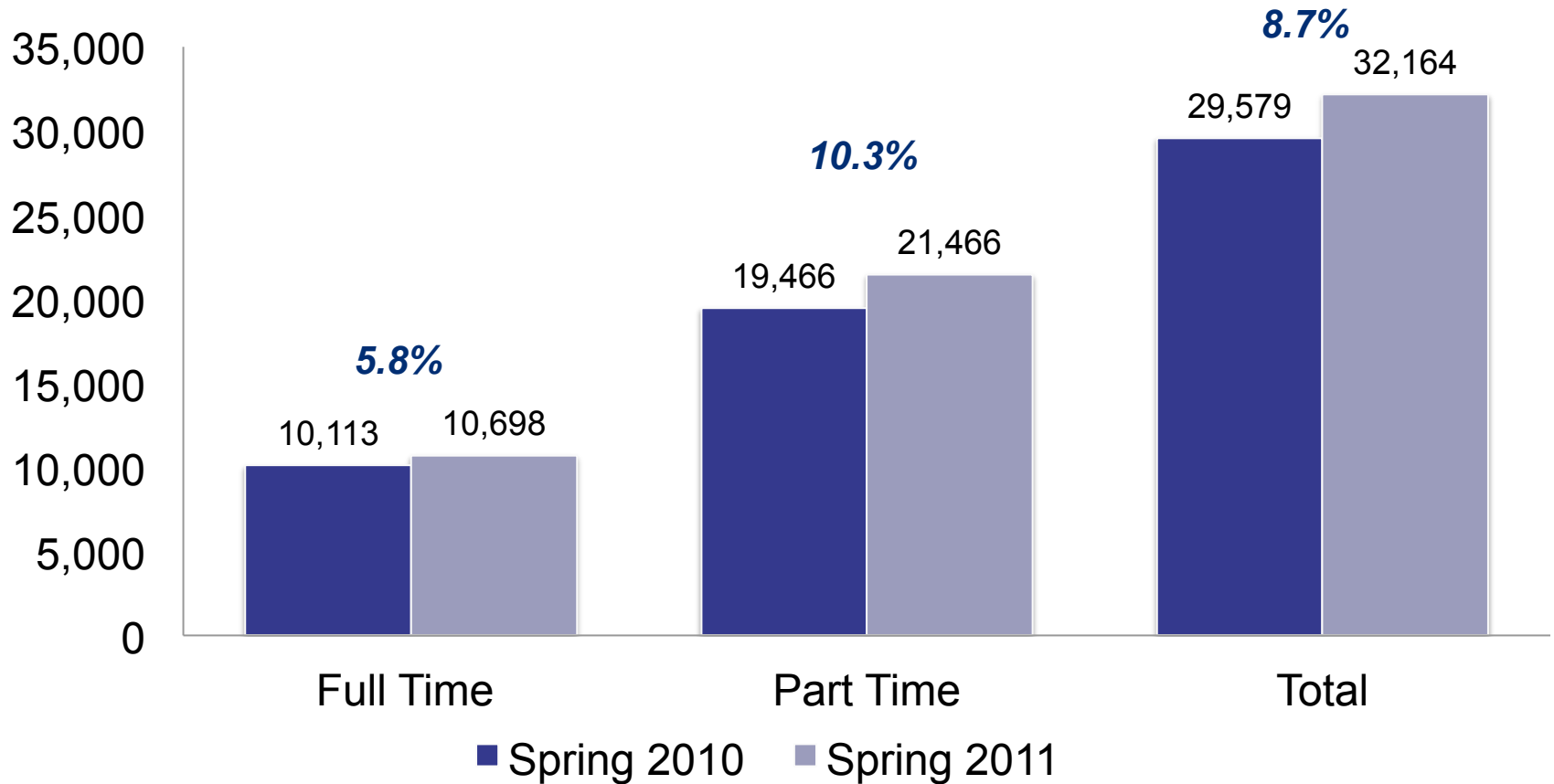
*Opening Day Headcount Enrollment
for Credit Students
Spring 2011*

January 2011



Enrollment Status

St. Petersburg College



Note: Full Time is a course load of 12 or more credit hours.

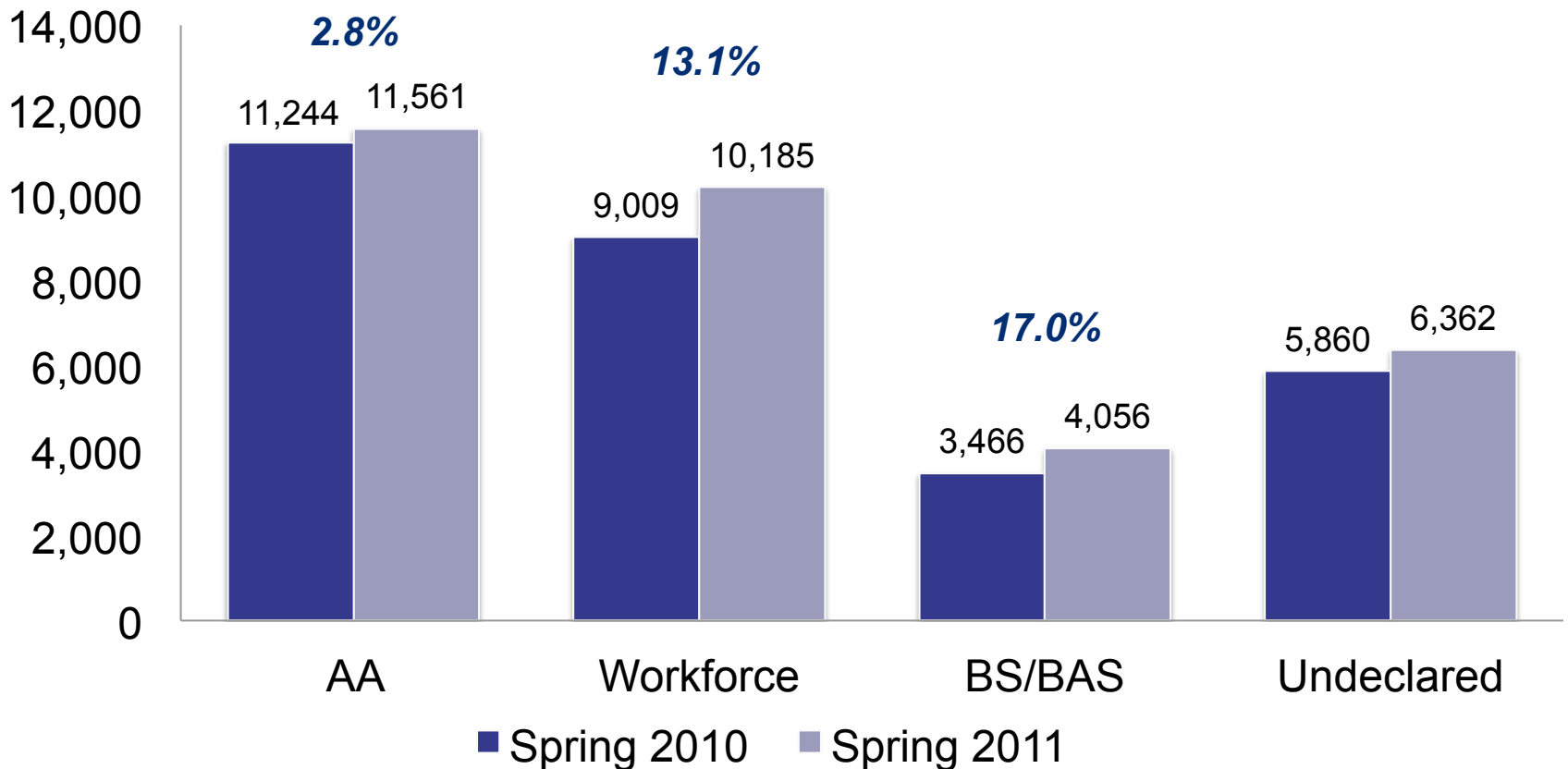
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Degree Objective

St. Petersburg College



Note: Workforce includes AS, AAS, ATD, and certificates. Undeclared includes non-degree seeking students.

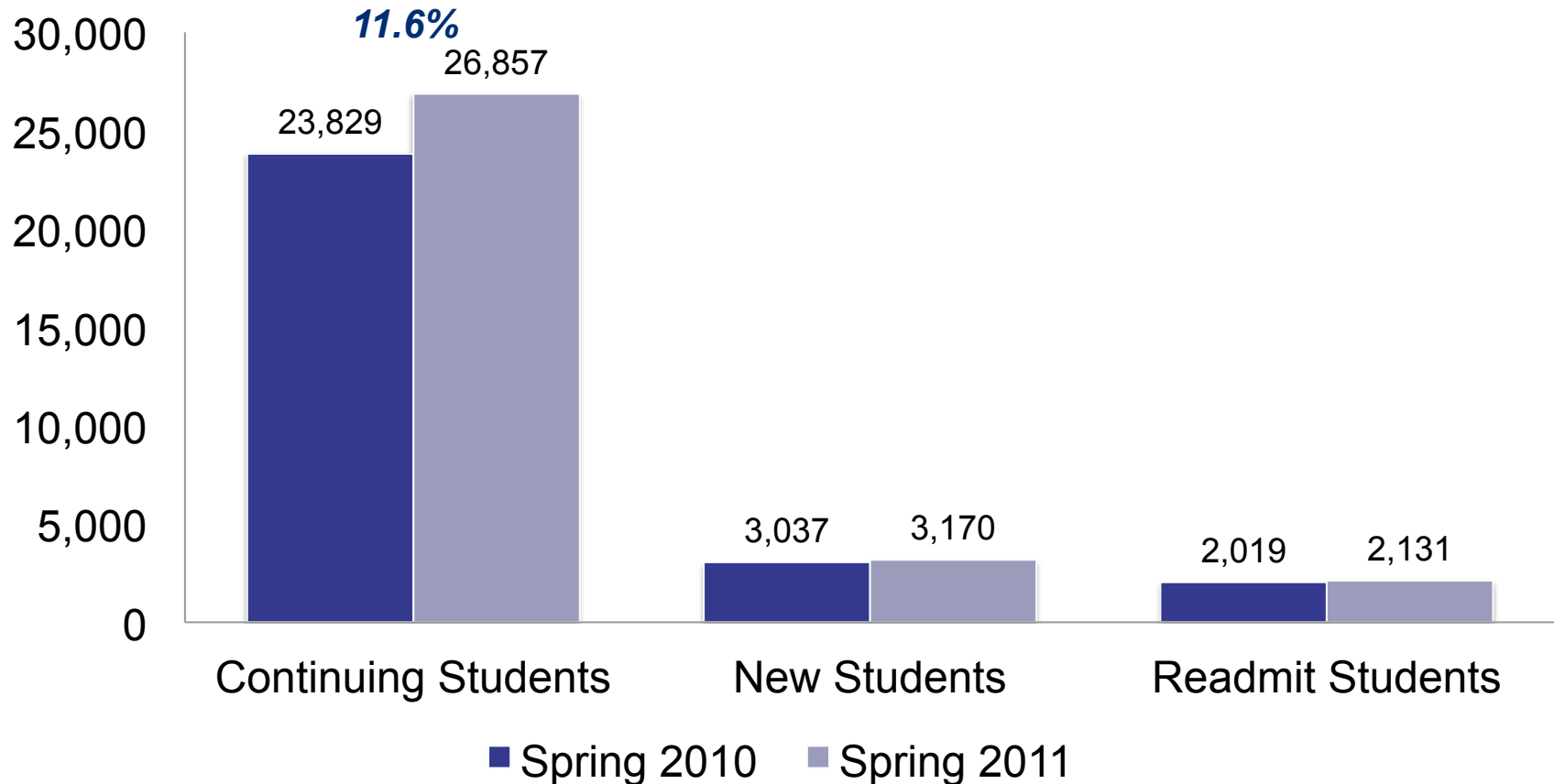
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Enrollment Type

St. Petersburg College



Note: Continuing students have been enrolled at least once in the previous year, while readmit students have not.

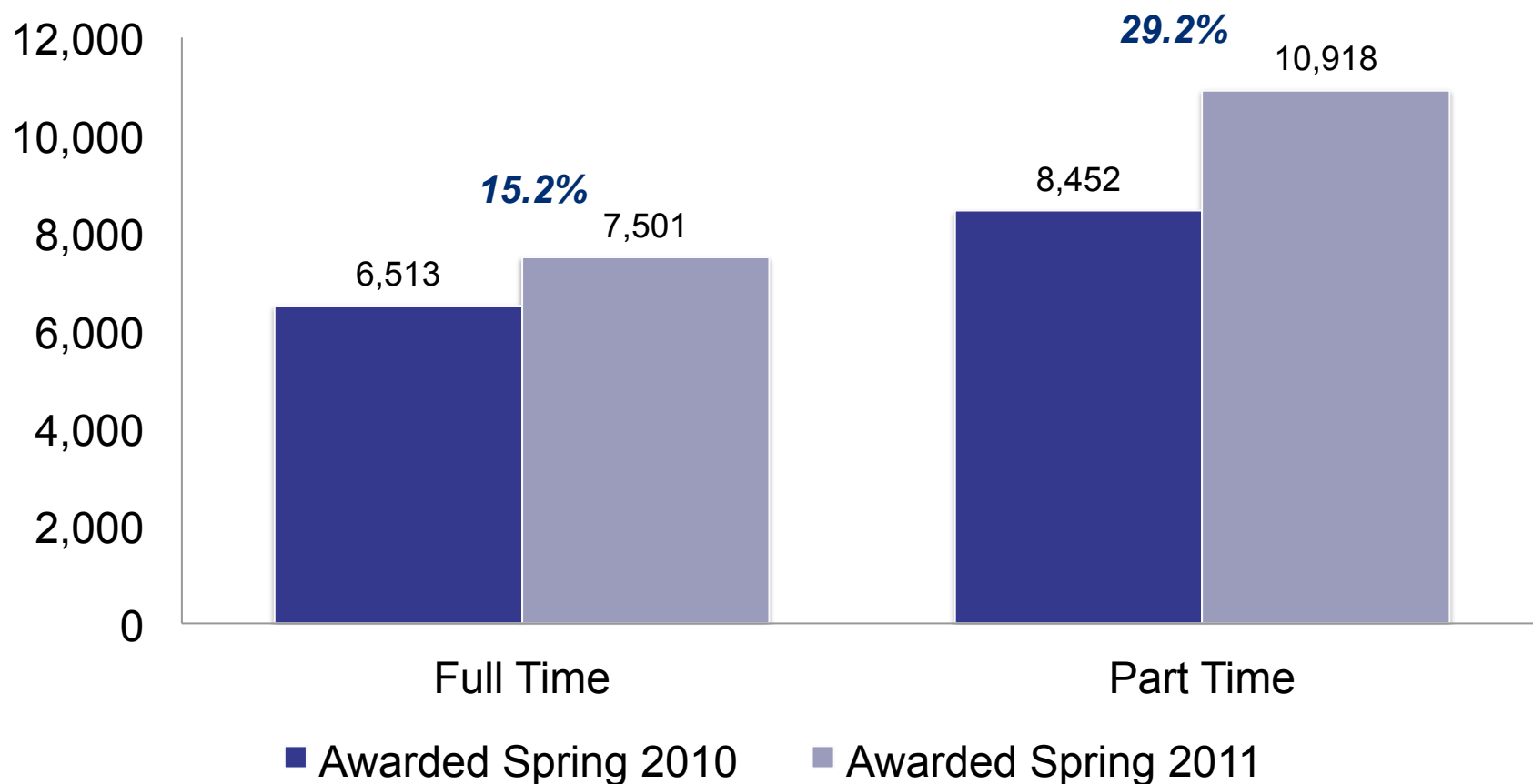
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Financial Aid Award

St. Petersburg College



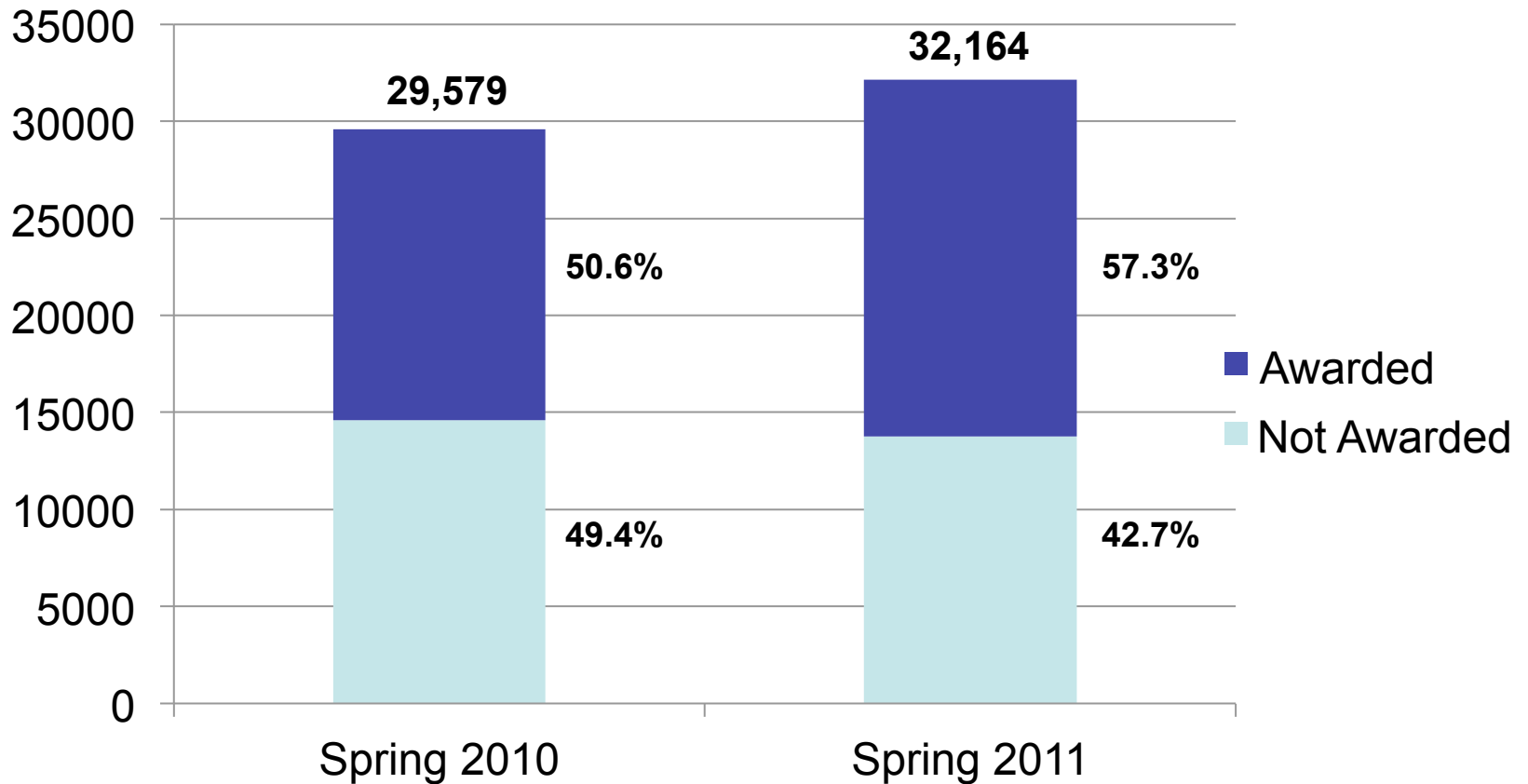
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Financial Aid: Awarded vs. Non-Awarded

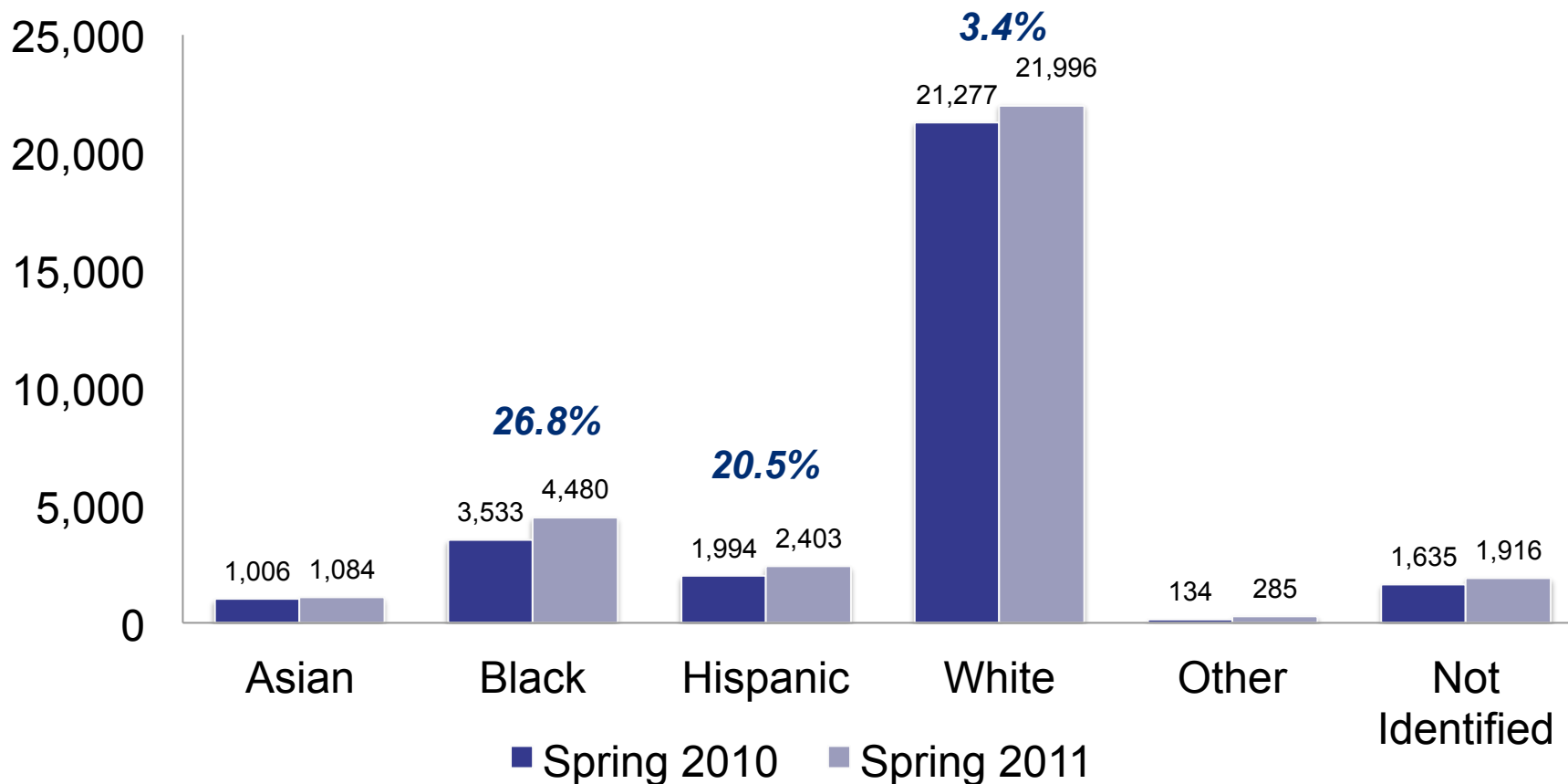
St. Petersburg College





Student Race/Ethnicity

St. Petersburg College



Note: Other includes American Indian, Pacific Islander, and multiple selections.

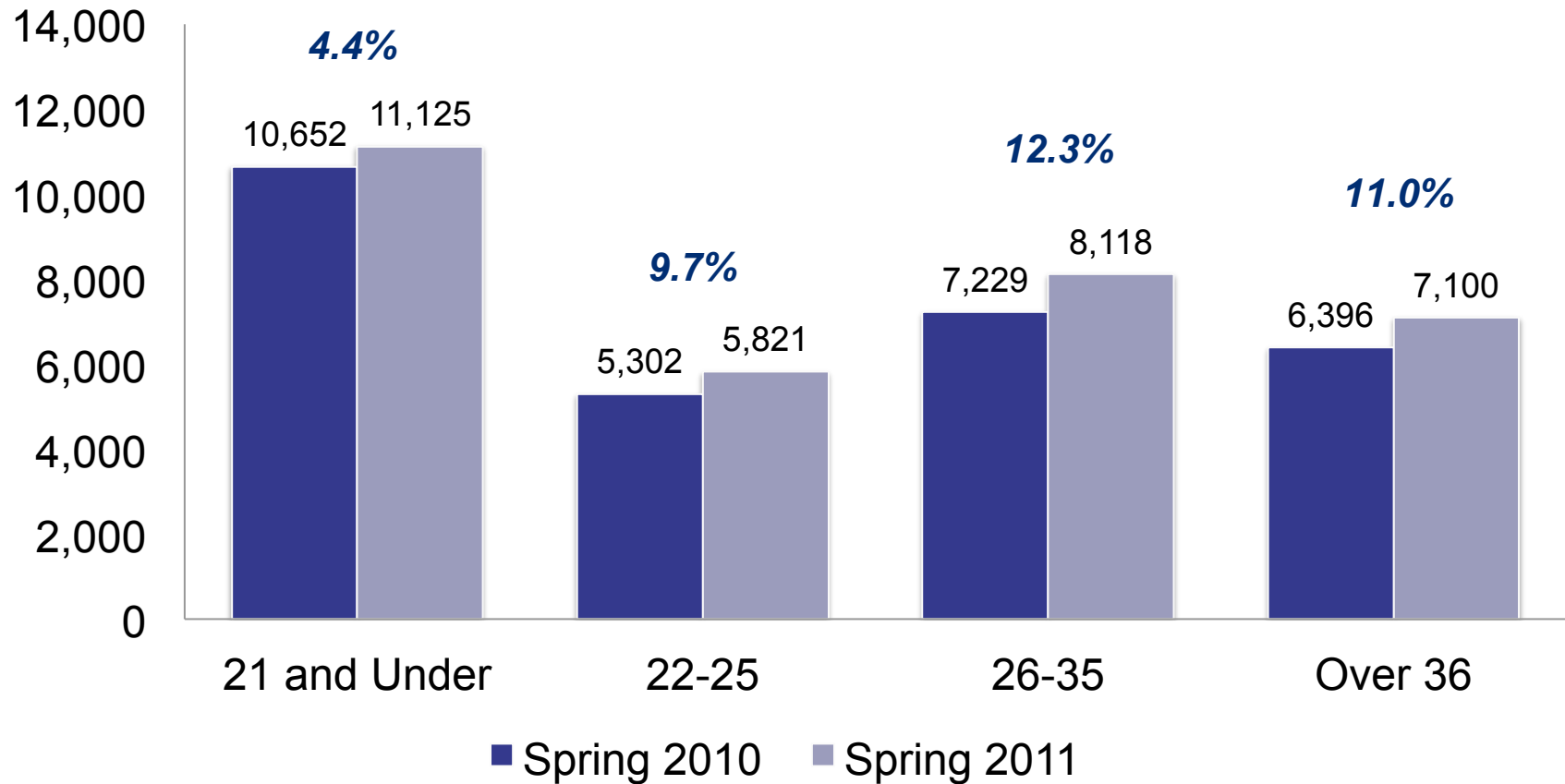
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Student Age

St. Petersburg College



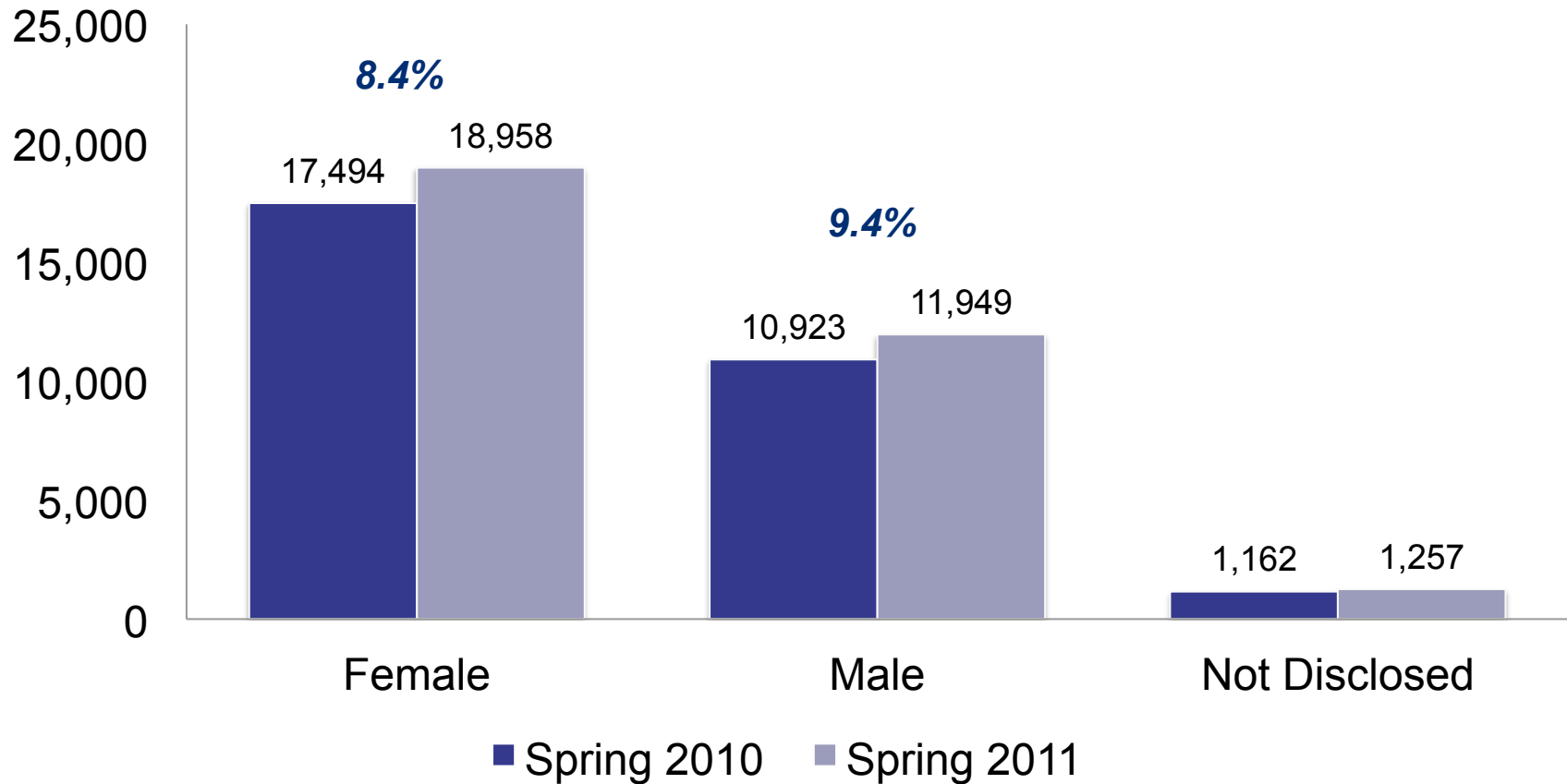
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Student Gender

St. Petersburg College



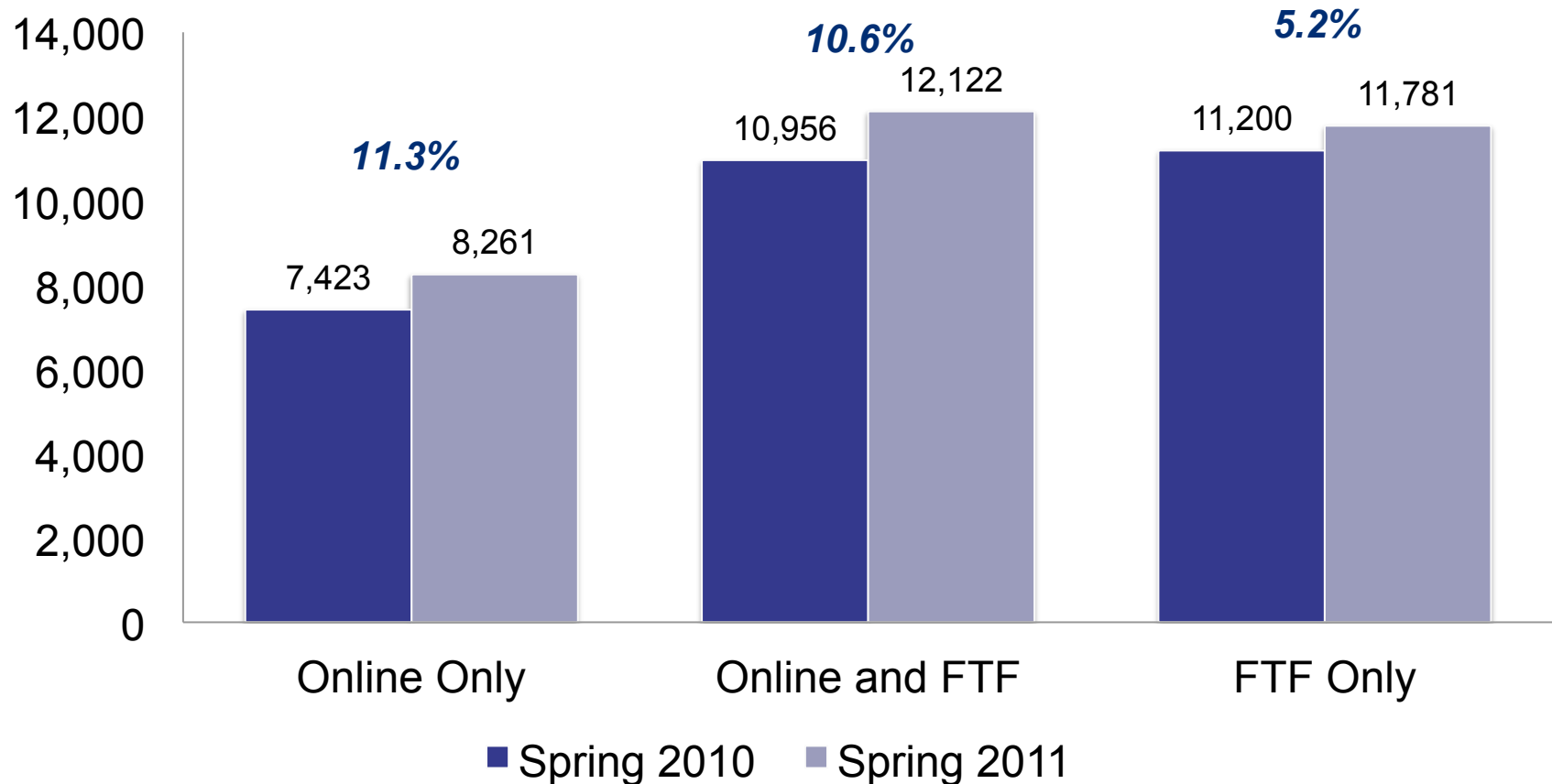
January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Course Instructional Method

St. Petersburg College



Note: Face-to-Face (FTF) instructional delivery is conducted within a lab or classroom

January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Online Course Delivery

St. Petersburg College

- 25.7% of our students are taking ALL of their classes online (n=8,261)
- 50.9% of our students are taking at least one of their classes online (n=16,385)
- Last Spring these percentages were 25.1% and 49.5% respectively



Academic Area Largest Increase

St. Petersburg College

Academic Organization Area	Student Headcount Increase
Business Core – UD	796
Mathematics – LD	519
Legal Assisting – LD	518
Social Science – LD	423
Fine & Applied Arts – LD	379
Business Tech. & Computer & Inform Tech. – LD	322
Communications – UD	248
Biological Science – LD	200
Paralegal Studies – UD	193
Preparatory Communication – LD	192

January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/1/2011



Top Ten Courses

St. Petersburg College

COURSE	Students Enrolled	SSH	Spring 2010 Rank
1. ENC1102 (Composition II)	2,933	8,799	4
2. ENC1101 (Composition I)	2,900	8,700	3
3. MAT0024 (Elementary Algebra)	2,173	8,692	2
4. PHI1600 (Applied Ethics)	2,876	8,628	1
5. MAT1033 (Intermediate Algebra)	2,717	8,151	5
6. POS2041 (American Government)	2,542	7,626	6
7. MAC1105 (College Algebra)	2,271	6,813	7
8. SPC1017 (Speech)	2,143	6,429	9
9. PSY1012 (Psychology)	2,140	6,420	8
10. REL2300 (World Religions)	1,906	5,718	14

Note: SSH is Student Semester Hours.

Total **75,976** **27.4% of Total SSH**

January 18, 2011

Source: PeopleSoft Student Data System. Data Extracted 1/10/2011



Summary

St. Petersburg College

General 'noteworthy' observations include year-over-year non-proportional increases in:

- 10.3% increase in Part-time students
- 17% increase in BS/BAS students and 13.1% increase in Workforce (lower division) students
- 11.6% increase in Continuing students
- 26.8% increase in African American students
- Significant increase in students over the age of 25
- Continued growth in online course delivery
- Tremendous growth in # of Financial Aid recipients

“Who’s Here at SPC”

*Opening Day Headcount Enrollment
for Credit Students
Spring 2011*

January 2011

“Who’s Here at SPC”
First Time in College

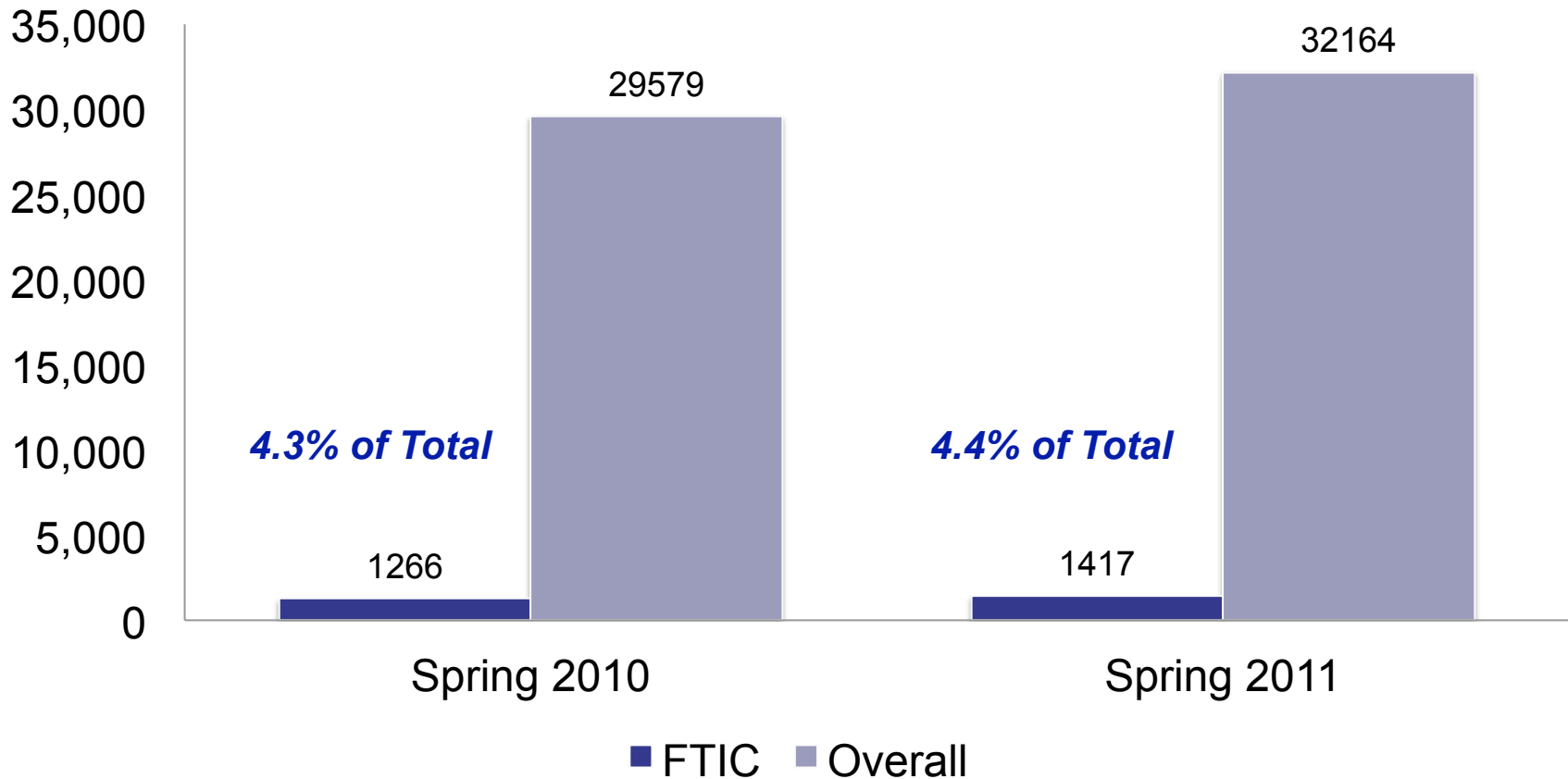
*Opening Day Headcount Enrollment
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Spring 2011*

January 2011



First Time in College

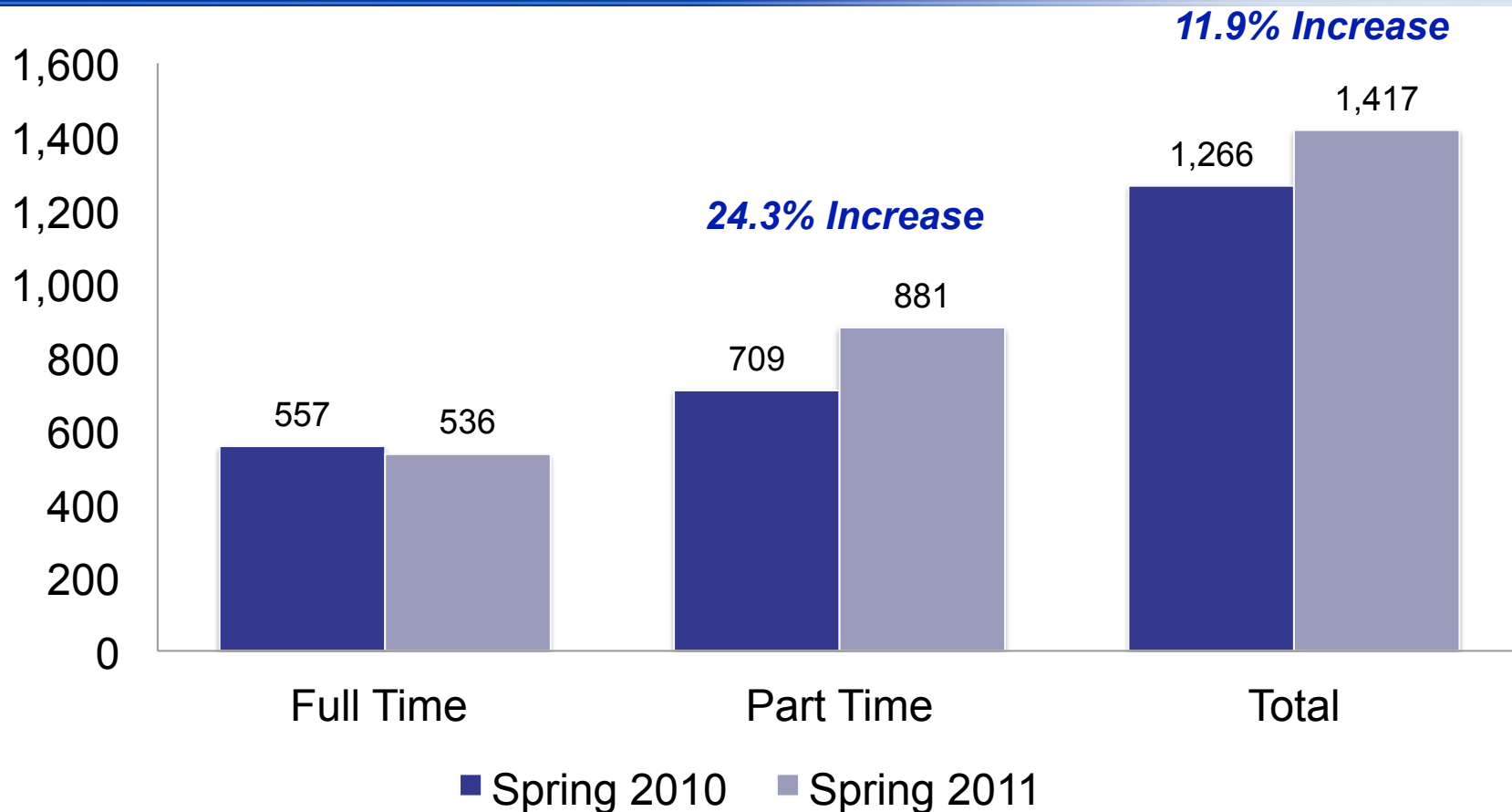
St. Petersburg College





FTIC Enrollment Status

St. Petersburg College

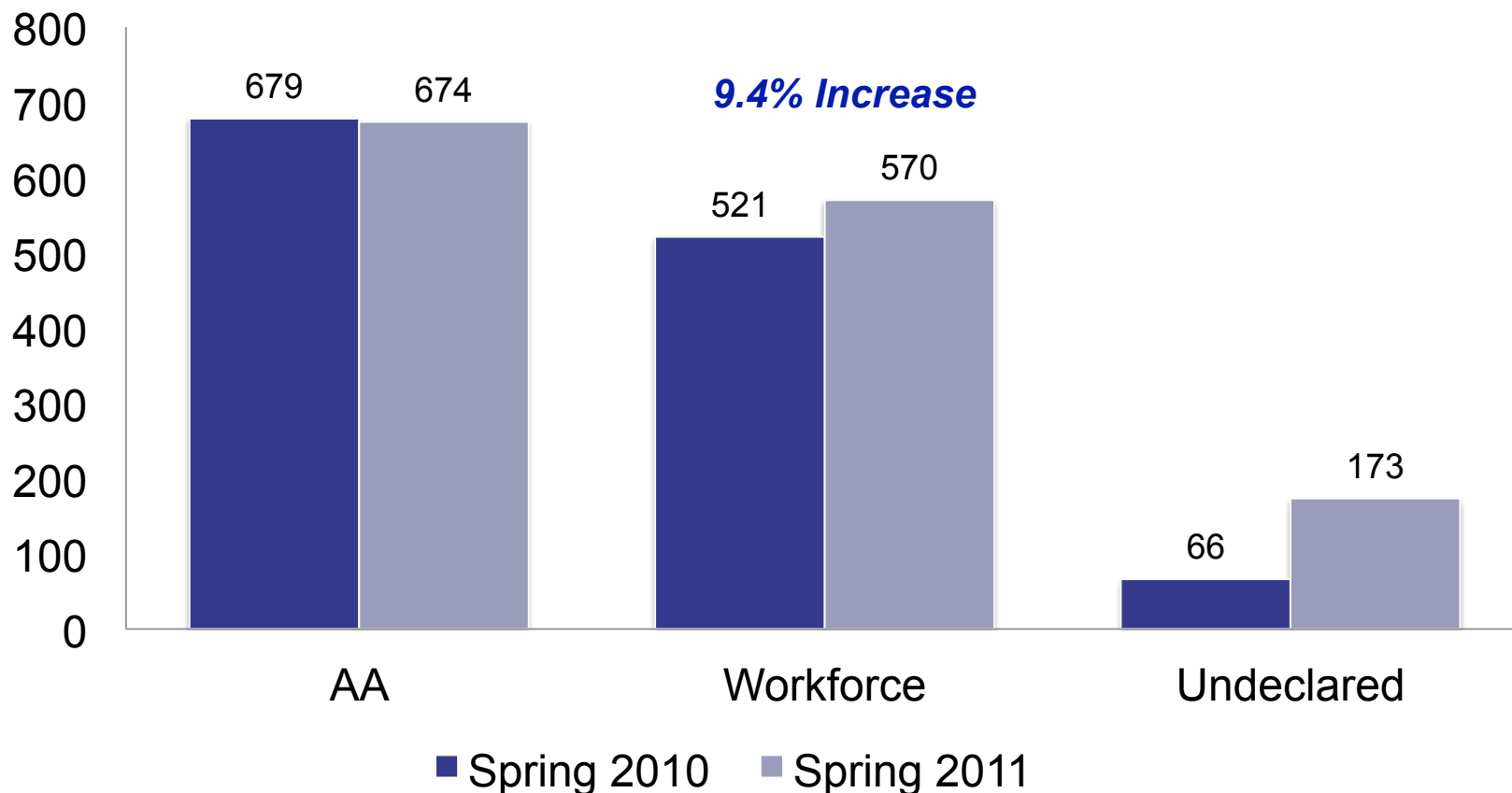


Note: Full Time is a course load of 12 or more credit hours.



FTIC Degree Objective

St. Petersburg College

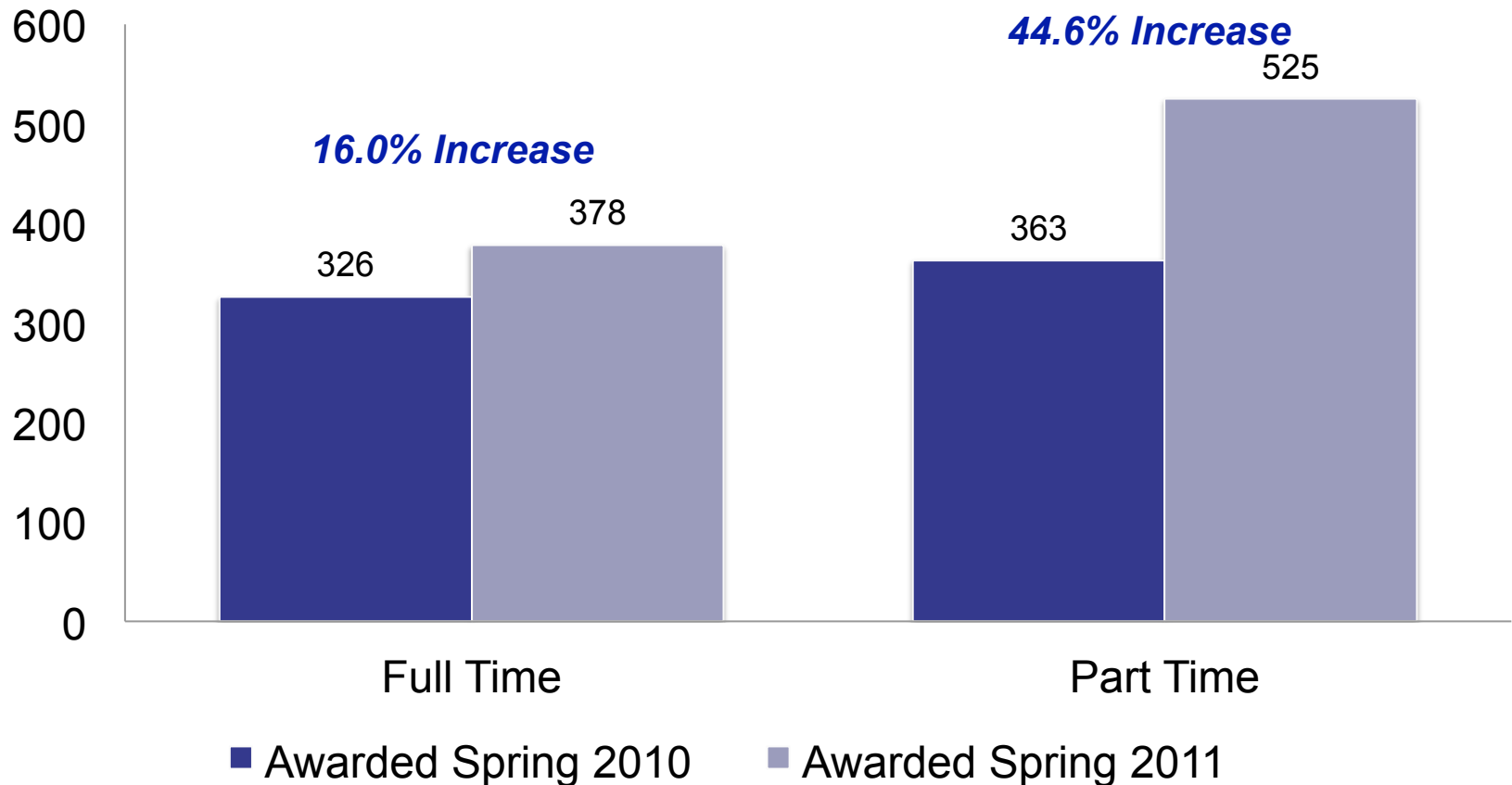


Note: Workforce includes AS, AAS, ATD, and certificates. Undeclared includes non-degree seeking students.



FTIC Financial Aid Award

St. Petersburg College





College Readiness

St. Petersburg College

FTIC Spring 2011 CPT Test Takers

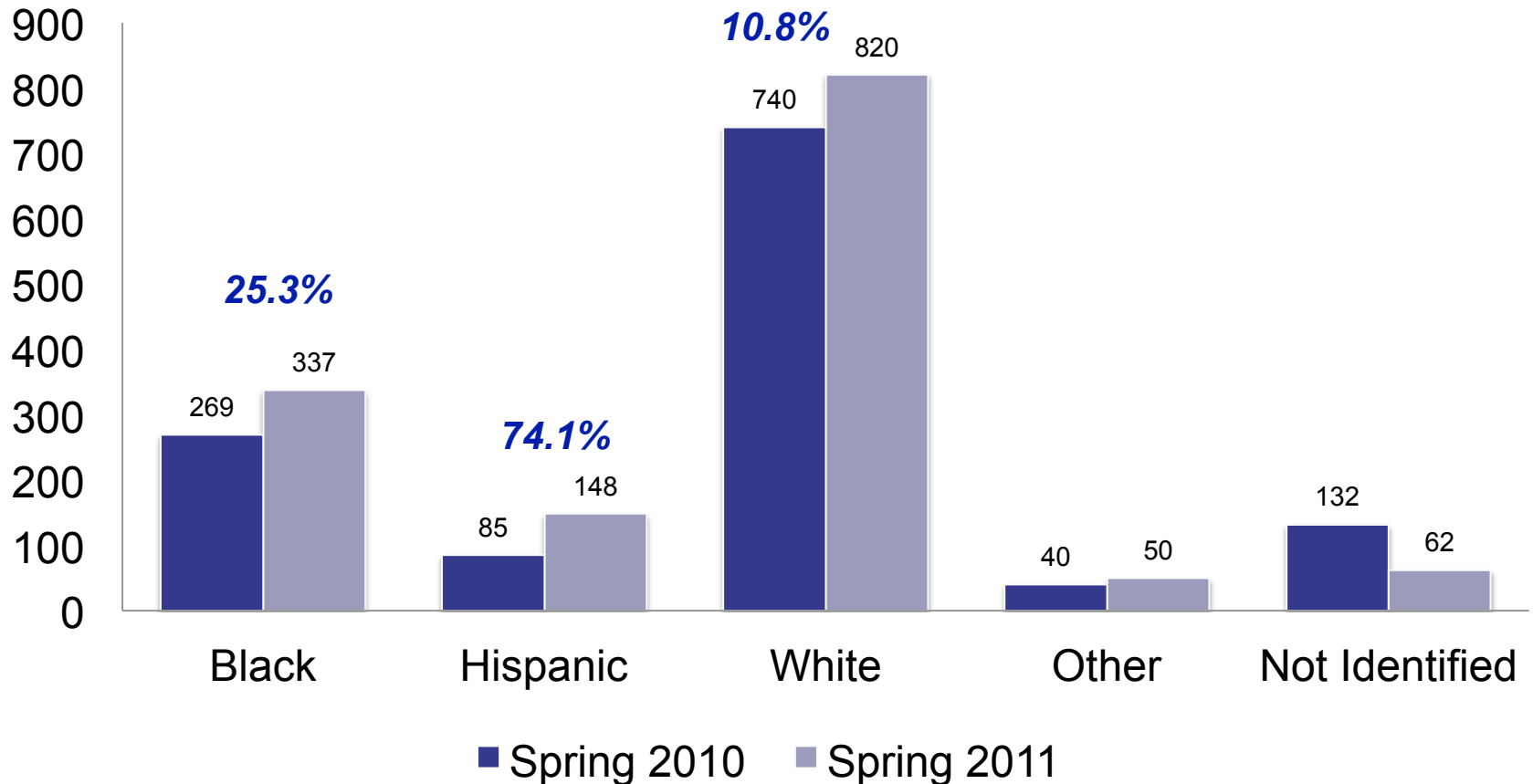
Test Area	Level I College Prep	Level II College Prep	College Level	Other
Sentence Skills (English)	10.3%	37.2%	52.5%	***
Reading	11.8%	38.2%	50.0%	***
Math	64.6%	21.6%	11.0% Intermediate Algebra	2.8% College Algebra or Above

Note: CPT Administrations were from September 15, 2010 through January 7, 2011.



FTIC Race/Ethnicity

St. Petersburg College

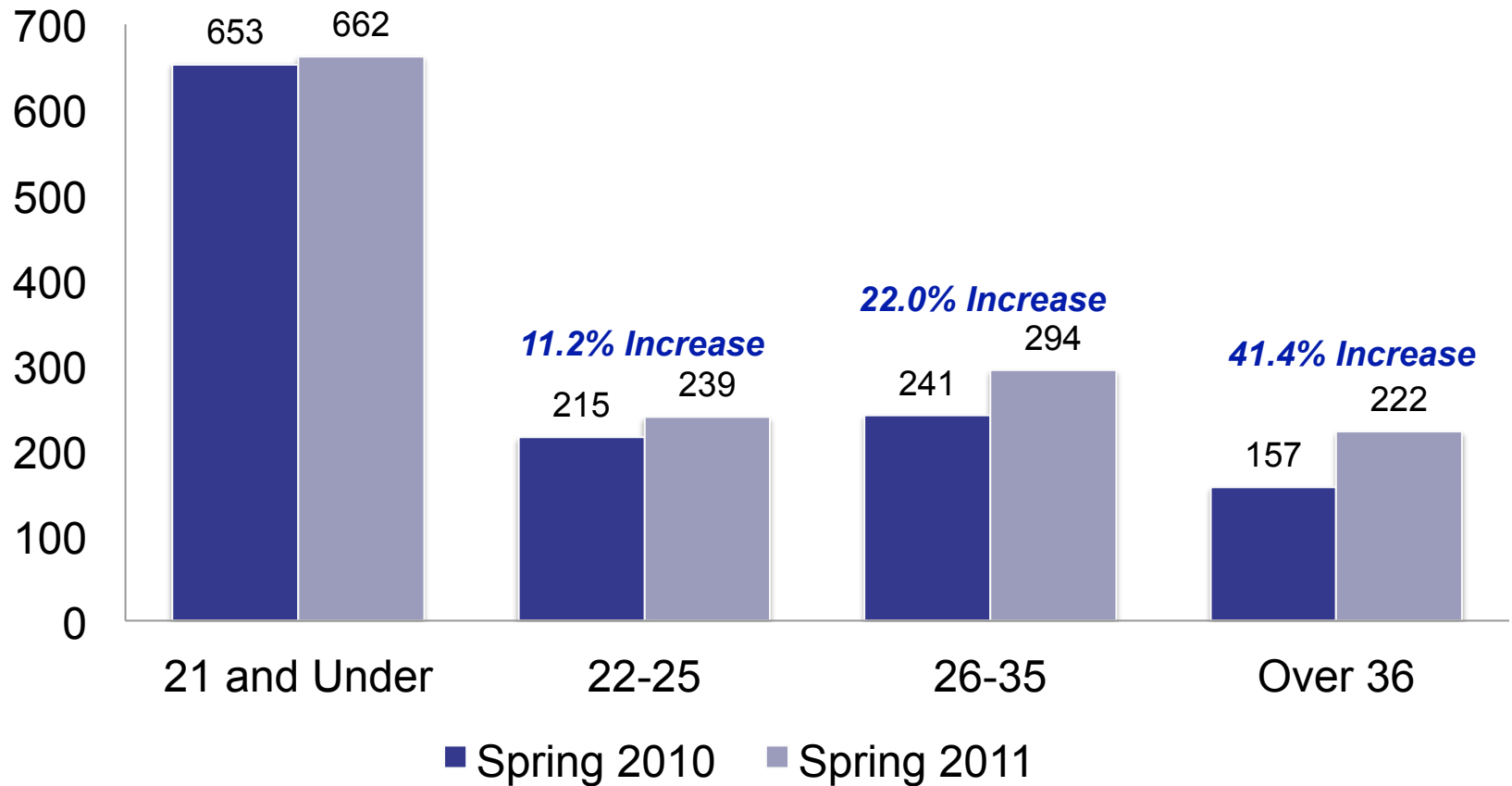


Note: Other includes American Indian, Asian, Pacific Islander, and multiple selections.



FTIC Age

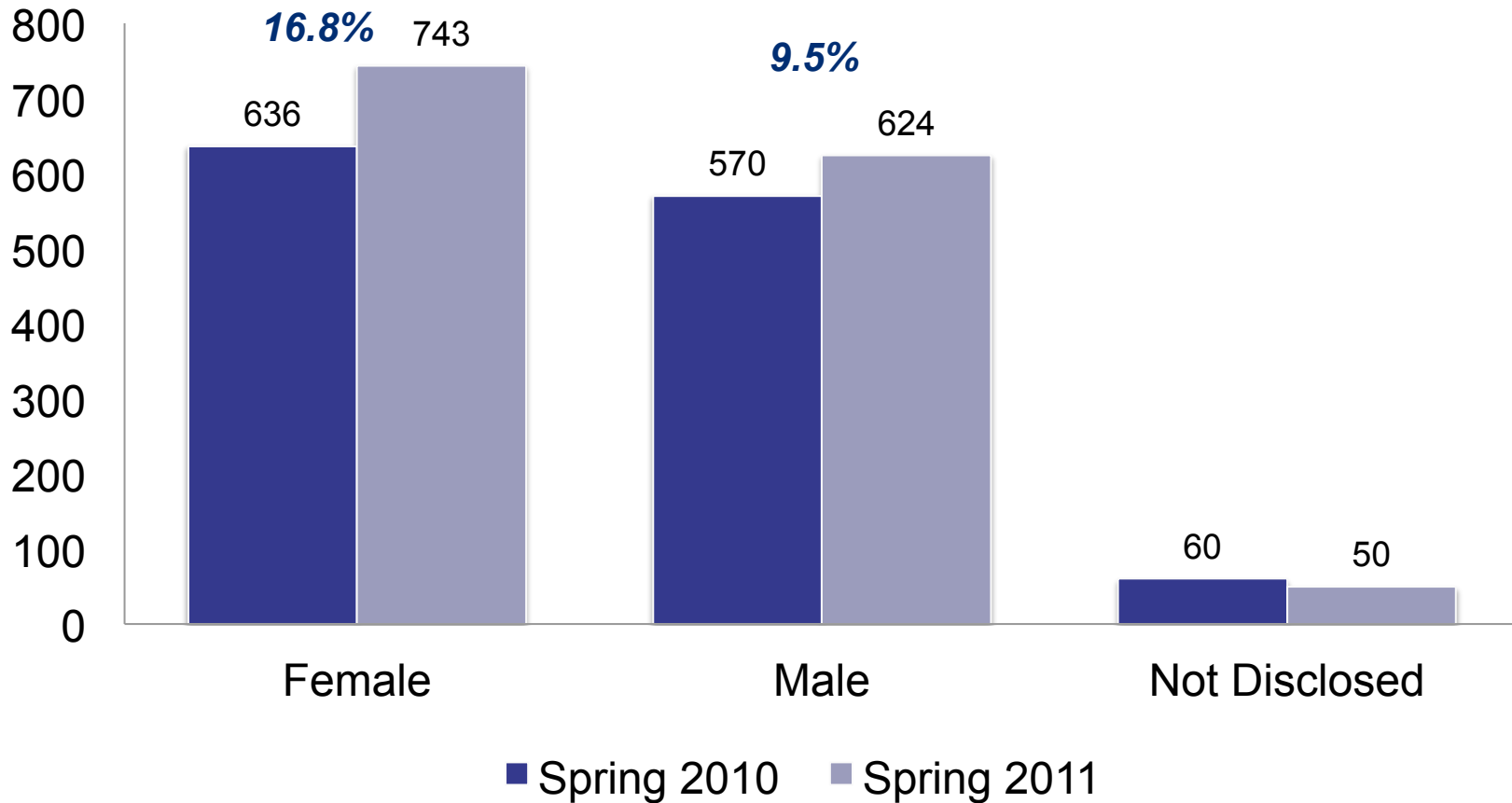
St. Petersburg College





FTIC Gender

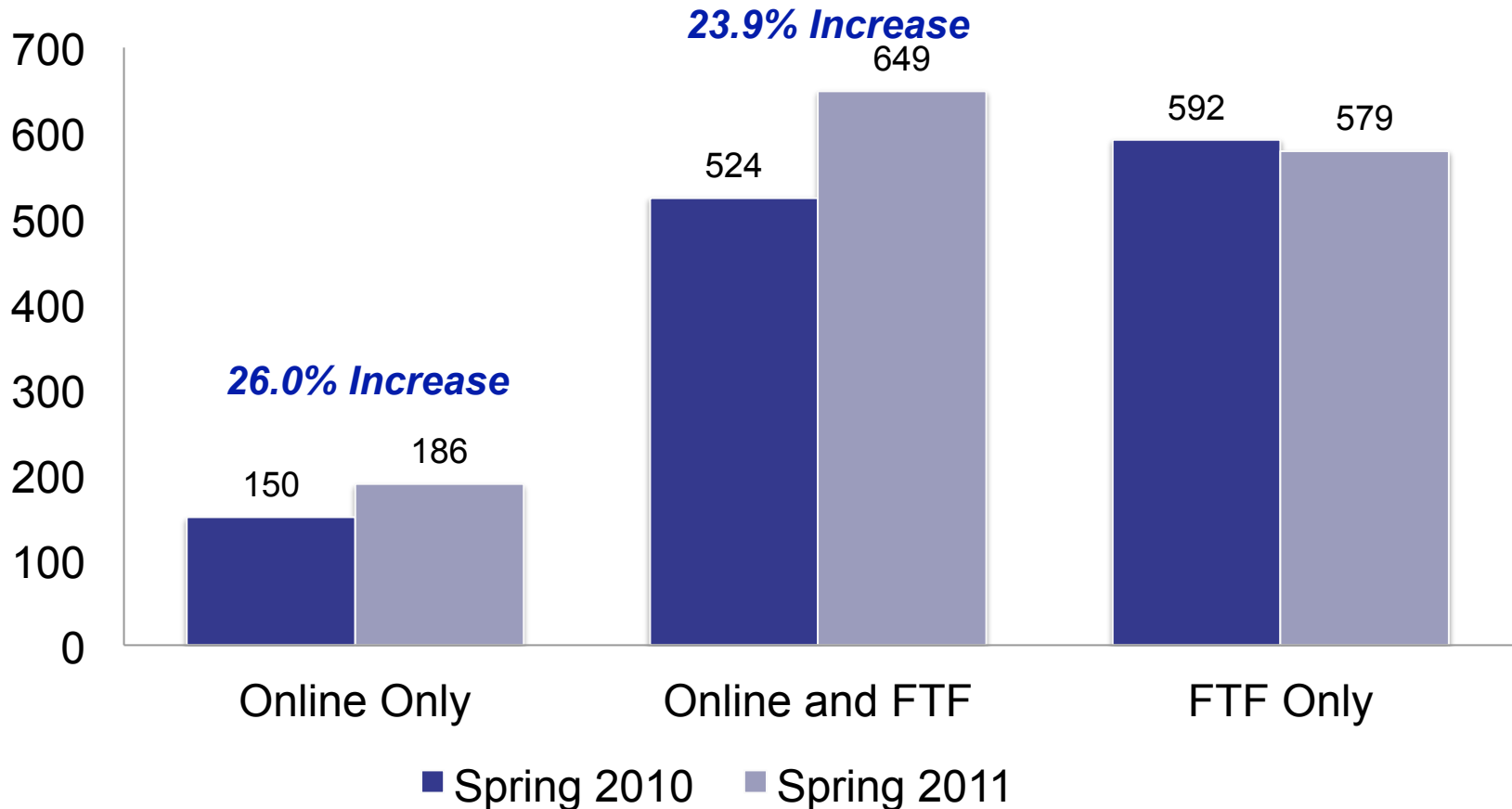
St. Petersburg College





FTIC Course Instructional Method

St. Petersburg College



Note: Face-to-Face (FTF) instructional delivery is conducted within a lab or classroom



Summary

St. Petersburg College

General 'noteworthy' FTIC observations include year-over-year non-proportional increases in:

- Part-time students
- Workforce students
- Minority students
- Students over the age of 21
- Students taking 'only' online courses and students taking a mixture of course delivery methods
- Students awarded financial aid

“Who’s Here at SPC” First Time in College

*Opening Day Headcount Enrollment
for Credit Students
Spring 2011*

January 2011

Fall 2010 FTIC Cohort Tracking

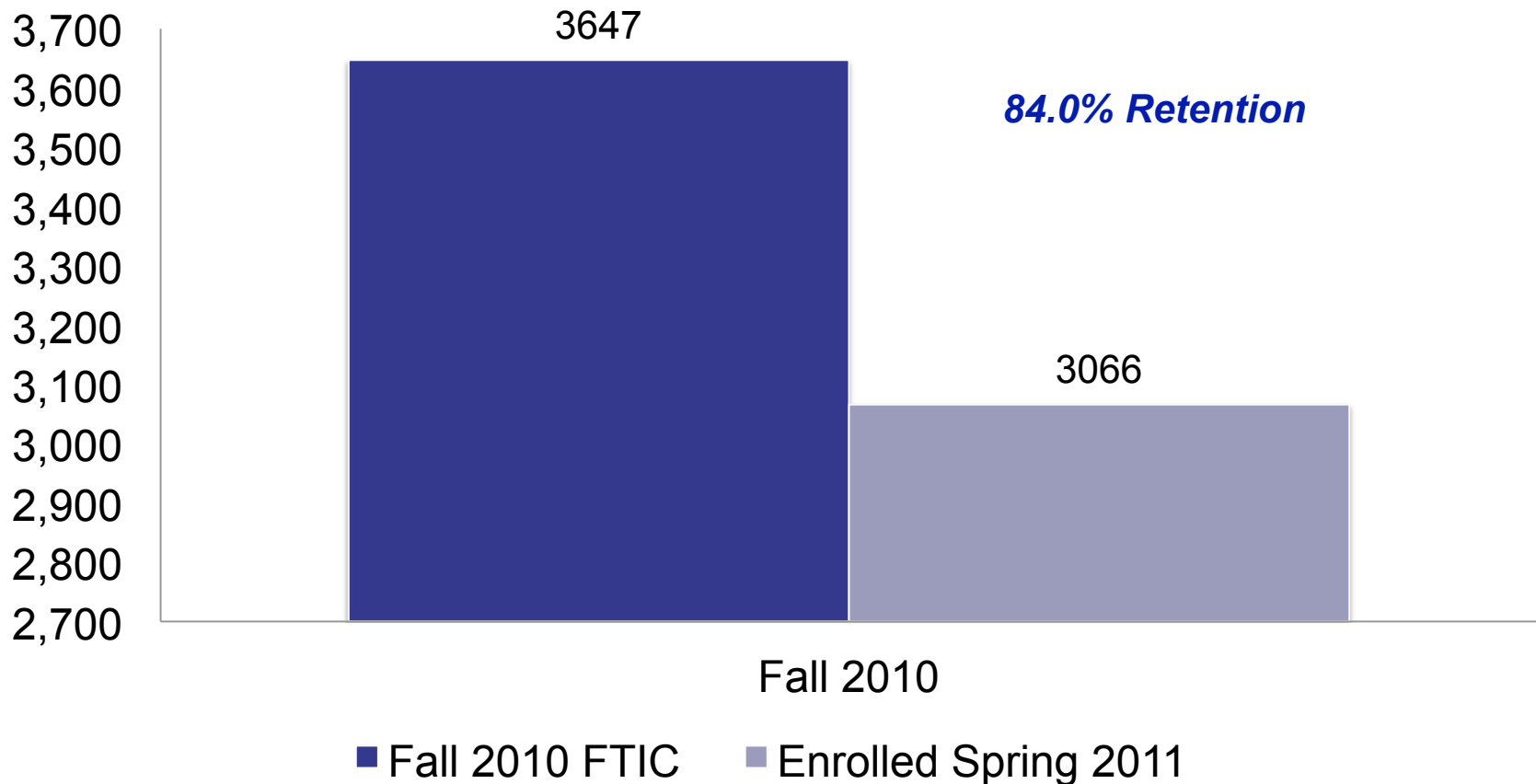
*Retention Analysis from Fall 2010 to
Spring 2011*

January 2011



Fall 2010 FTIC to Spring 2011 Retention

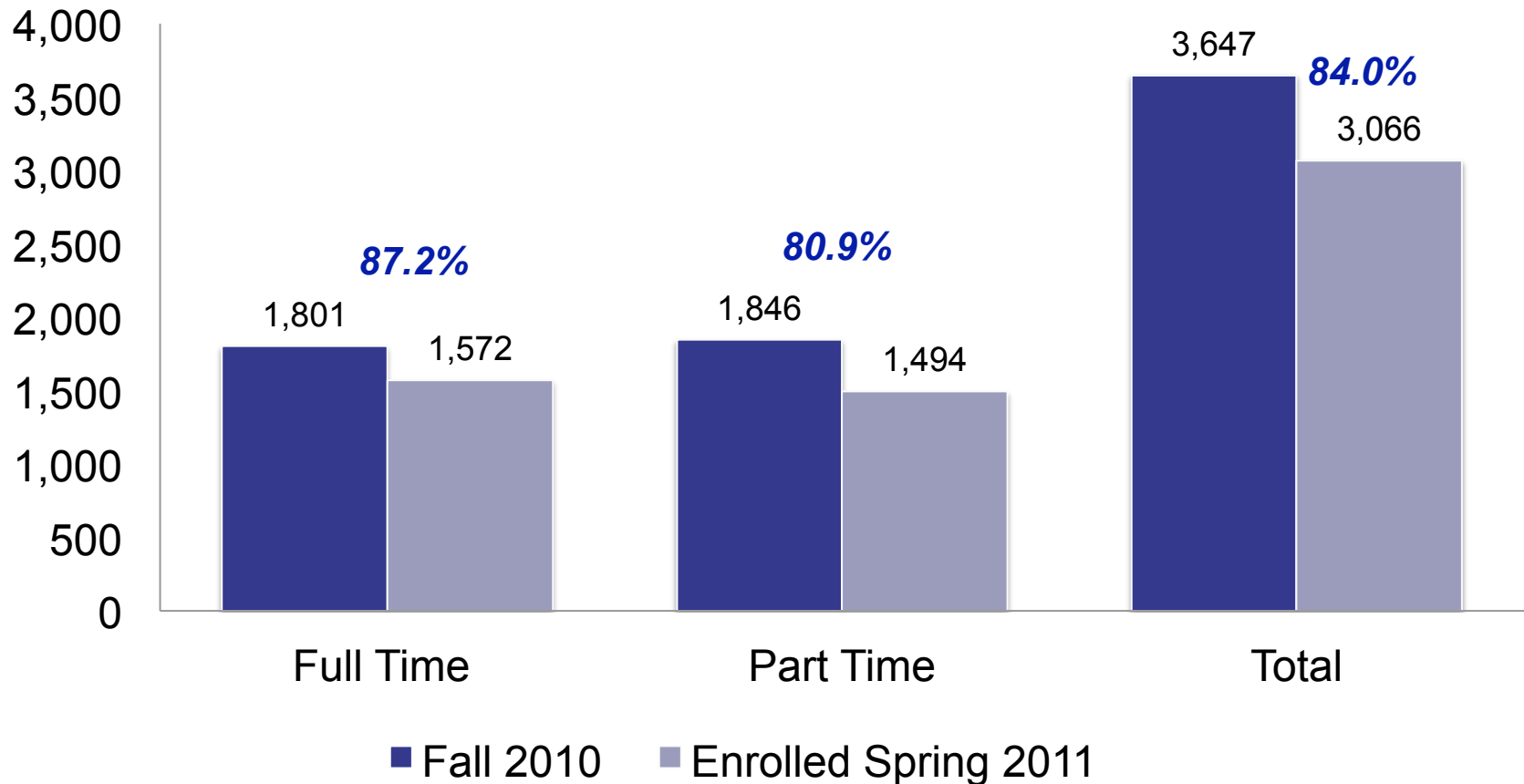
St. Petersburg College





Fall 2010 FTIC to Spring 2011 Retention

St. Petersburg College

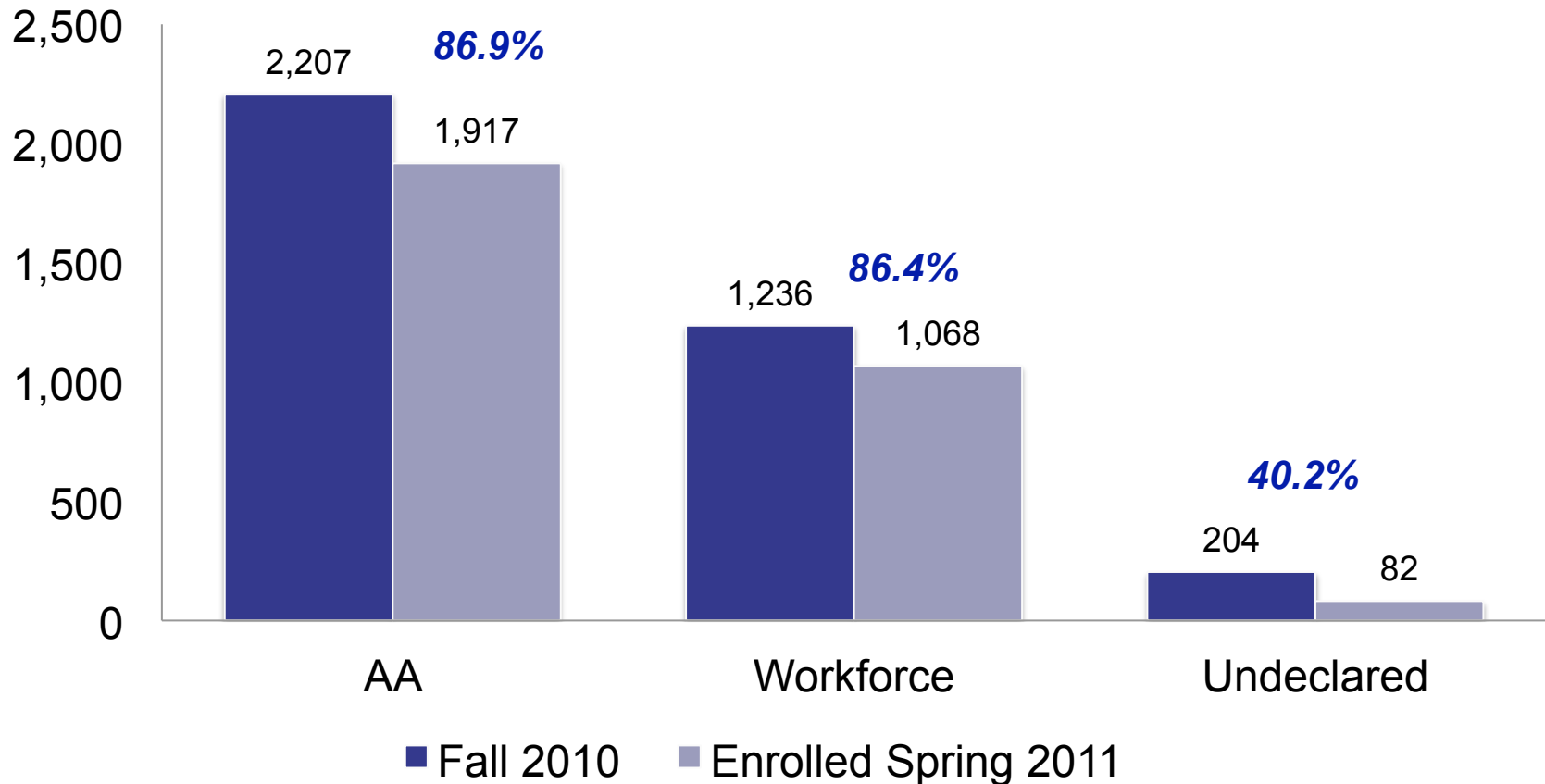


Note: Full Time is a course load of 12 or more credit hours.



Fall 2010 FTIC to Spring 2011 Degree Objective

St. Petersburg College

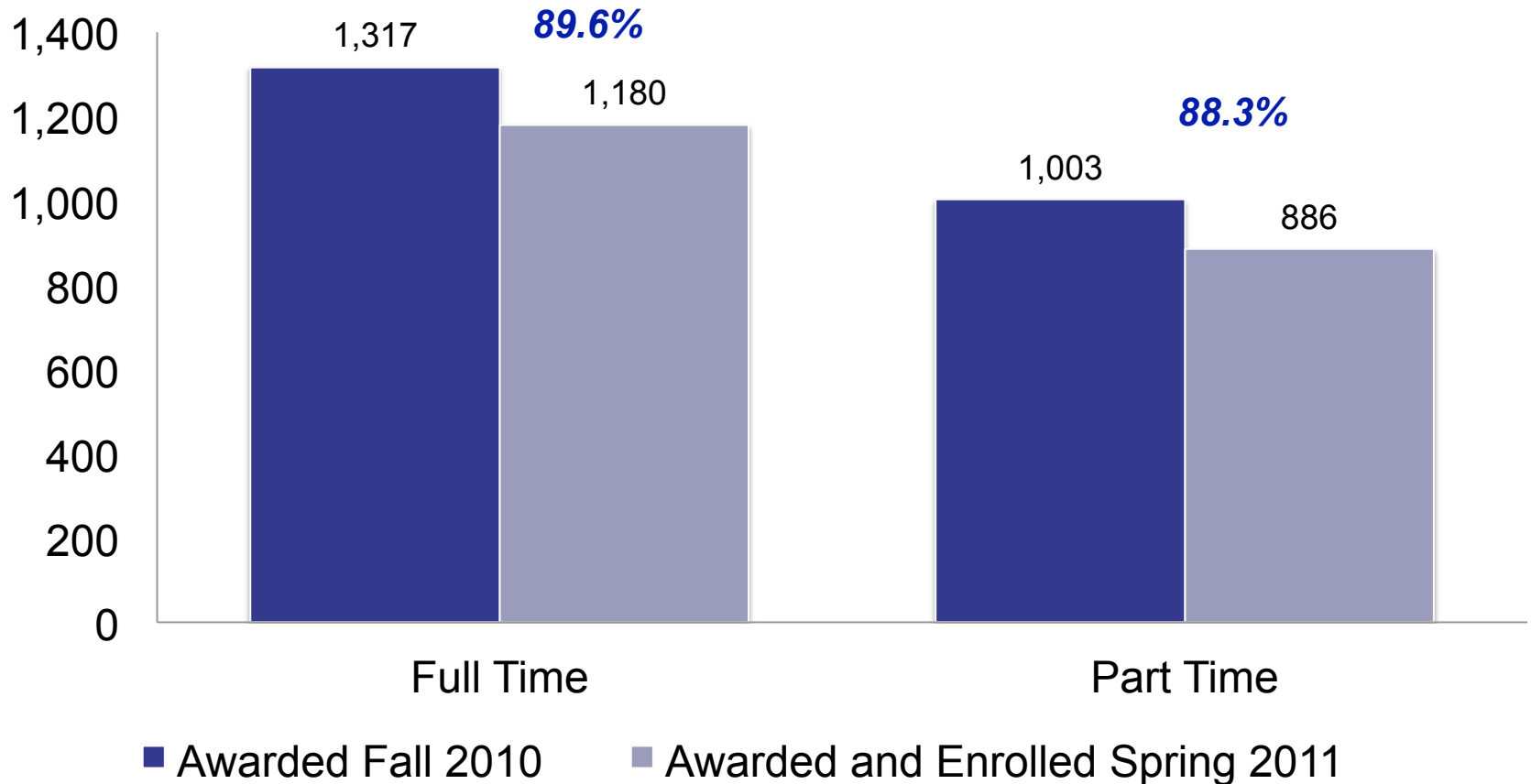


Note: Workforce includes AS, AAS, ATD, and certificates. Undeclared includes initial non-degree seeking students.



Fall 2010 FTIC to Spring 2011 Financial Aid Award

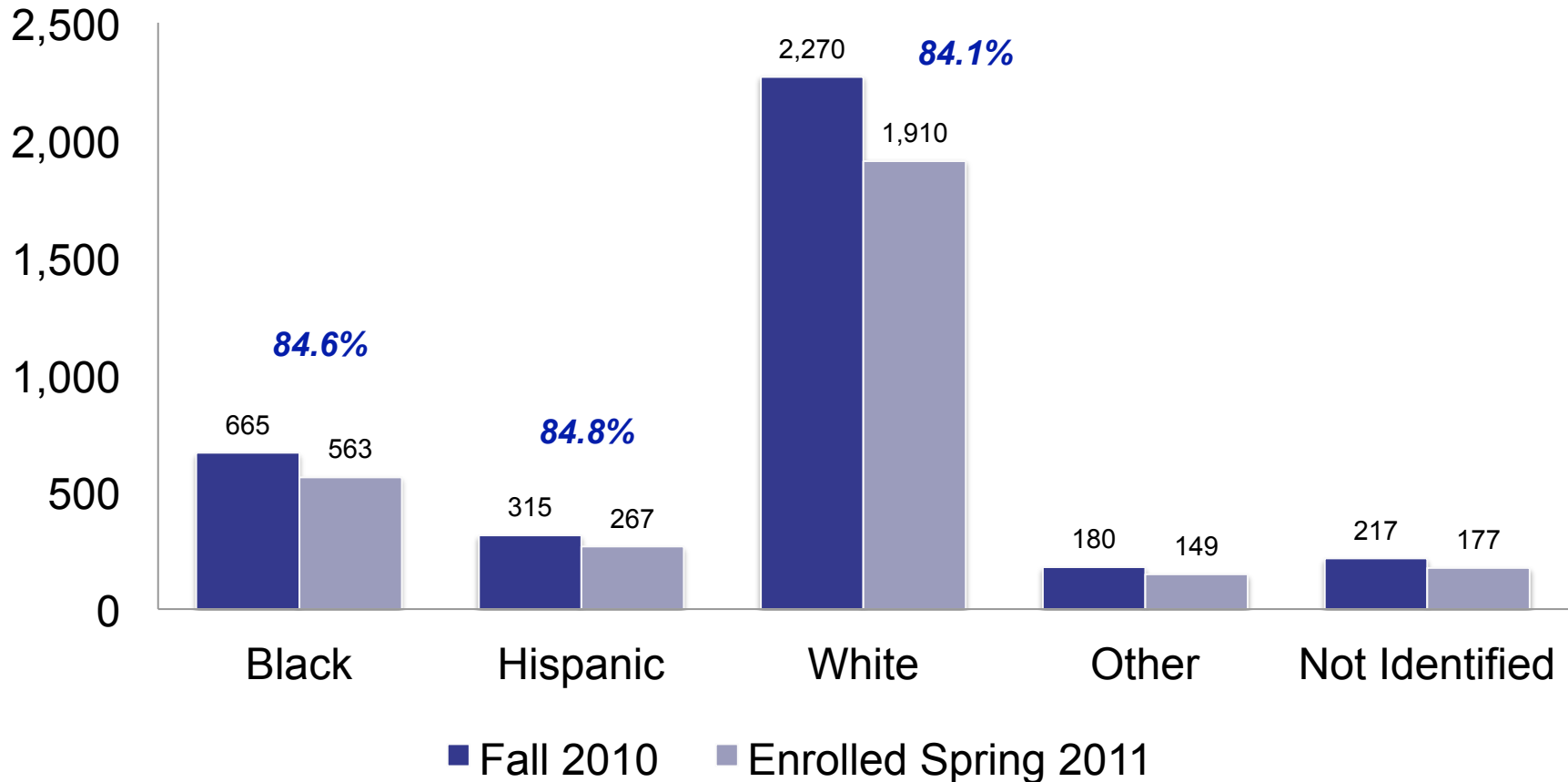
St. Petersburg College





Fall 2010 FTIC to Spring 2011 Race/Ethnicity

St. Petersburg College

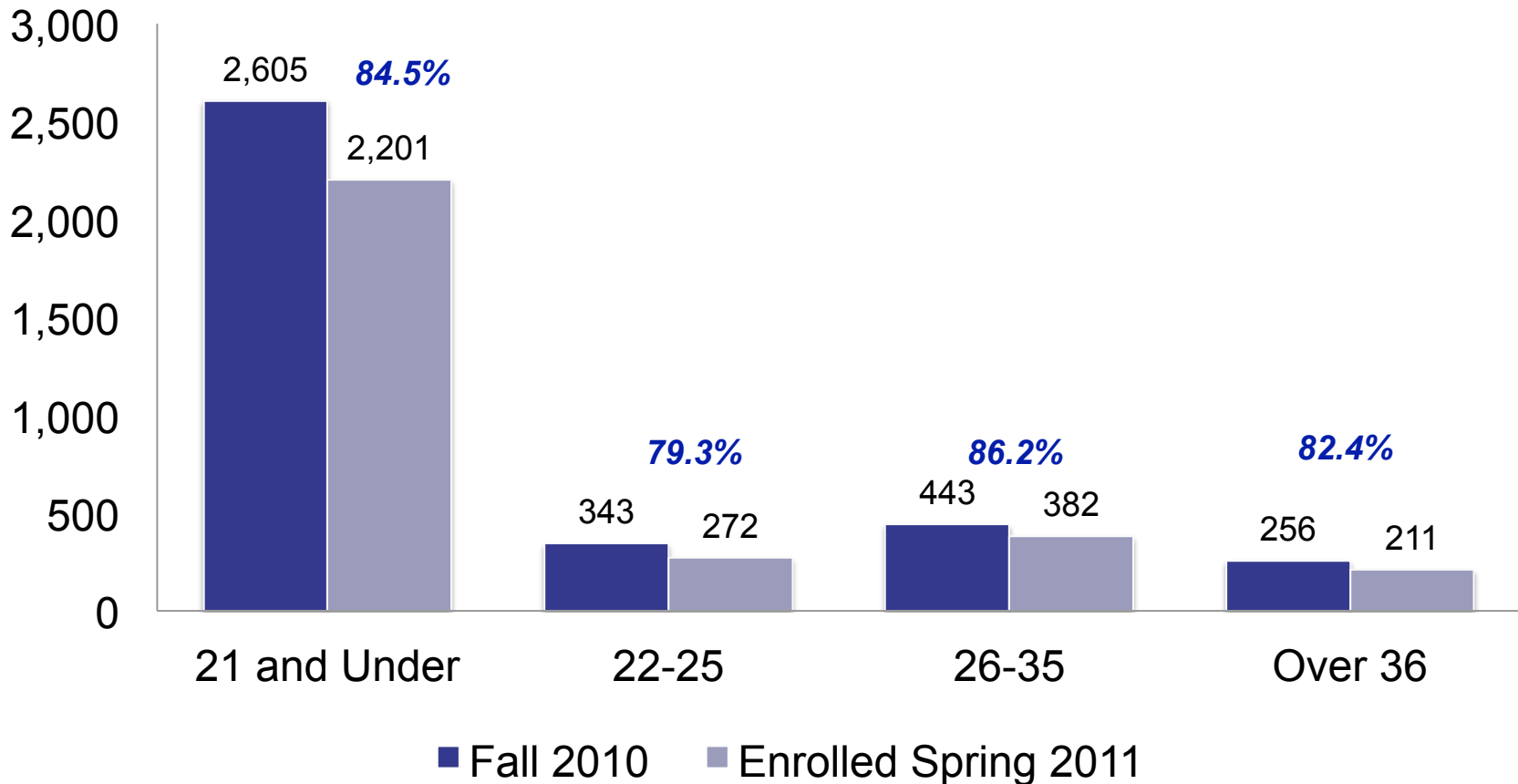


Note: Other includes American Indian, Asian, Pacific Islander, and multiple selections.



Fall 2010 FTIC to Spring 2011 by Age

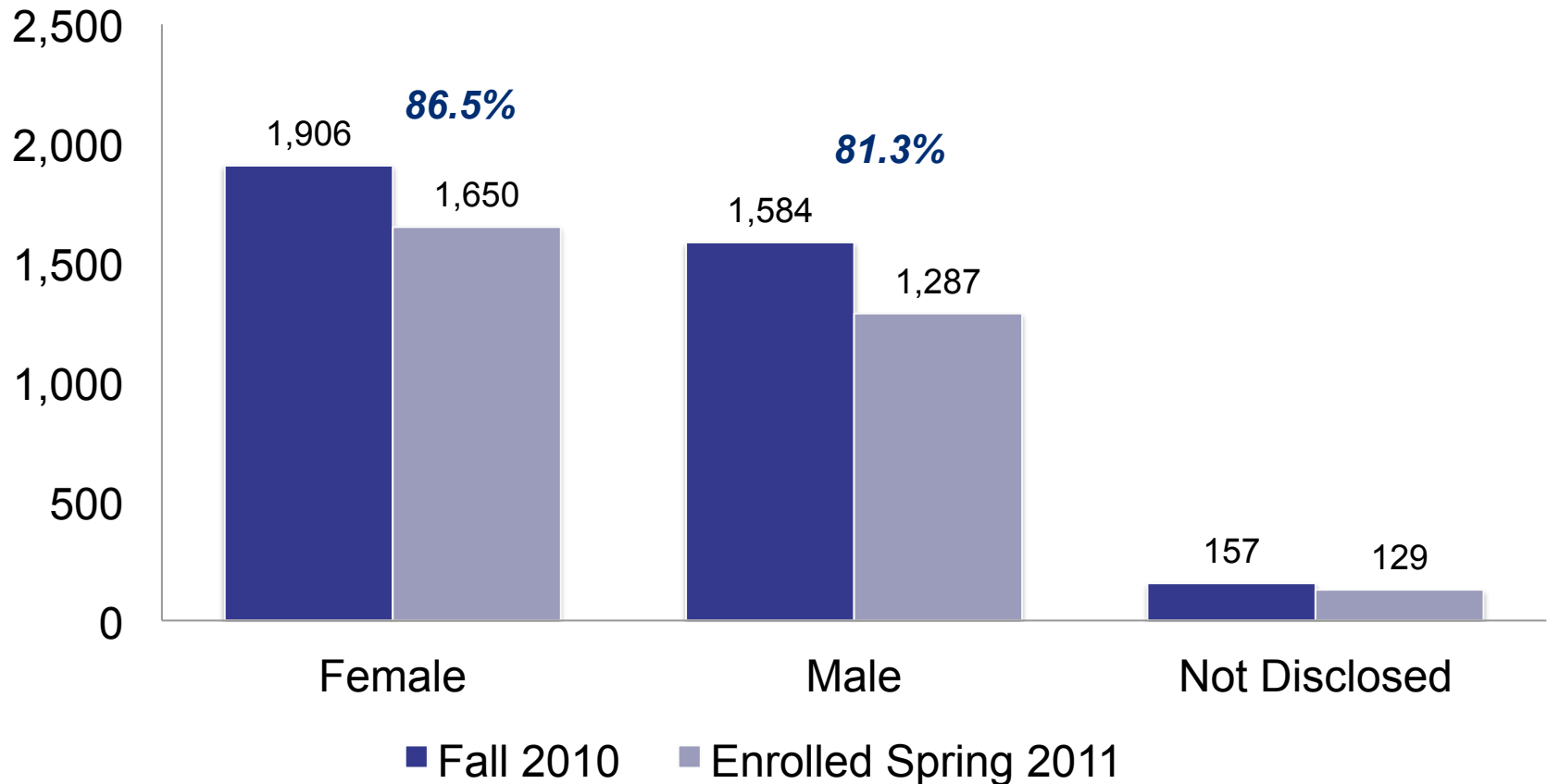
St. Petersburg College





Fall 2010 FTIC to Spring 2011 by Gender

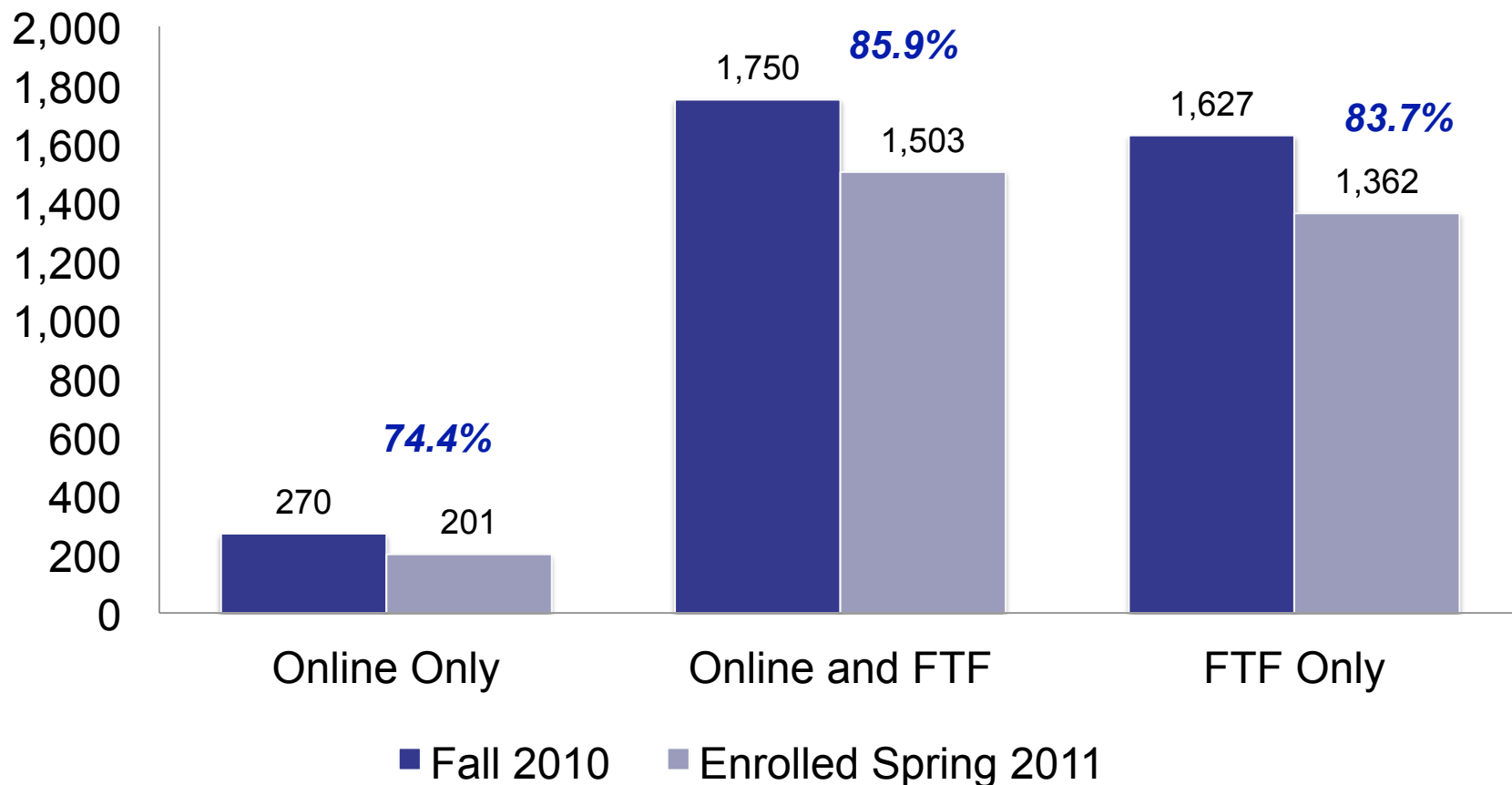
St. Petersburg College





Fall 2010 FTIC to Spring 2011 Course Instructional Method

St. Petersburg College



Note: Face-to-Face (FTF) instructional delivery is conducted within a lab or classroom



Summary

St. Petersburg College

General 'noteworthy observations:

- Increase in part time students yet they have a lower retention rate
- Slightly higher retention rate with Workforce students
- Much higher retention rate for those receiving Financial Aid
- Retention rate for minority students slightly higher
- Lower retention rate for males and students who only took online courses

Fall 2010 FTIC Cohort Tracking


*Retention Analysis from Fall 2010 to
Spring 2011*

January 2011

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Quarterly Informational Report of Exempt and Non-Exempt Purchases

The 2010 Florida Statutes, Chapter 287.017, has adjusted the threshold amounts upward. The College's Board of Trustees Rule 6Hx23-512 refers specifically to Category TWO and Category FIVE. Category TWO has increased from \$25,000 to \$35,000 and Category FIVE has increased from \$250,000 to \$325,000. This report reflects purchases above the new threshold amounts.

The following transactions, exceeding \$35,000 but not exceeding \$325,000, which are exempt from the bidding procedure, pursuant to State Board of Education Rule 6A-14.0734 (2) and Board of Trustees Rule 6Hx23-5.12, occurred since the October 2010 Quarterly Report or were not included in the previous Quarterly Report.

Because each transaction stands on its own and does not occur in sequence with other transactions, a cumulative dollar amount is not implied when the same vendor appears more than once on the report. A summary appears at the end of the report, grouping vendors that appear on the report more than once, showing a total for each during the period.

An excerpt from the July 27, 2004 Amended St. Petersburg College Board of Trustees Rule 6Hx23-5.12 relating to exemptions from bidding follows the summary of vendors appearing more than once during the quarter. This is provided as additional information.

The acronyms "SBE" and "BOT" stand for the State Board of Education and the St. Petersburg College Board of Trustees, respectively.

The listing is by Purchase Order Number:

- 1. P.O. #75600 – Semantic Space:** This is in the amount of **\$47,104.00** for consultant Bhavik Patel to provide PeopleSoft technical support and functional services. This will include assisting on changes for yearly budget systems and implementing security automation. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information Technology." **Recommended** by Daya Pendharkar, Associate Vice President, Information Systems, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, on September 28, 2010.

2. **P.O. #75951 – Oracle:** This is in the amount of **\$78,496.11** for yearly renewal of PeopleSoft maintenance and support for servers at various SPC campuses for the period of 12/19/2010-12/18/2011. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information Technology.” **Recommended** by Daya Pendharkar, Associate Vice President, Information Systems, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, on October 21, 2010.

3. **P.O. #75953 – SHI International Corp:** This is in the amount of **\$37,903.78** for Adobe software upgrade and maintenance (renewal) 12-month fee. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information Technology.” **Recommended** by Daya Pendharkar, Associate Vice President, Information Systems, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, on October 22, 2010.

4. **P.O. #76133 – Dell Marketing:** This is in the amount of **\$37,699.20** for 51 Dell computers for the new College of Education, Tarpon Springs Campus. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information Technology.” **Recommended** by Kay M. Burniston, Vice President, Baccalaureate Programs, Academic Effectiveness & University Partnerships, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, November 9, 2010.

5. **P.O. #76254 – Hartman Integrations Inc:** This is in the amount of **\$56,071.48** to re-engineer and install the audio visual capabilities of HEC Room #187. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information Technology.” **Recommended** by Catherine Kennedy, Associate Vice President, University Partnership Center, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, on November 18, 2010.

Summary of Vendors Appearing More Than Once (exclusive of change orders)

NONE

For Information: Excerpt from Board of Trustees Rule 6Hx23-5.12 Purchasing

All non-exempt purchases exceeding the Category Two threshold amount [\$35,000] as specified in Section 287.017, Florida Statutes, require a formal sealed competitive solicitation requested from at least three responsible vendors, when possible. In addition, competitive solicitation awards exceeding the Category Five threshold amount [\$325,000] as specified in Section 287.017, Florida Statutes, must be approved by the Board of Trustees. Whenever two or more such solicitations, which are equal with respect to price, quality, and service, are received for the procurement of commodities or services, a solicitation response received from a business that certifies it has implemented a drug-free workplace program as specified in Section 287.087, Florida Statutes, shall be given preference in the award process. In the event it is desired to

competitively solicit commodities or services that are included in the exempt from competitive solicitation category, the competitive solicitation must originate through Purchasing.

The following are exceptions to competitive solicitations:

A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.

B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.

C. Library books, reference books, periodicals, and other library materials and supplies.

D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.

E. Food.

F. Services or commodities available only from a single or sole source.

G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, "professional services" shall include services in connection with environmental matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.

H. Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange, and use information in various forms of voice, video and data and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

I. Single Source procurements for purposes of economy or efficiency in standardization of materials or equipment.

J. Emergency purchases not in excess of the Category Two threshold [\$35,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.


(Rule Authority: State Board of Education Rule 6A-14.0734 Bidding Requirements.)

This Quarterly Informational Report was compiled by Paul Spinelli, Director of Procurement and Asset Management.

pas0105111

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: William D. Law, Jr., President 
SUBJECT: Quarterly Informational Report of Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee; the President and Chair of the Board of Trustees; or the President's Cabinet during the preceding Quarter and are being reported to the Board pursuant to Board of Trustees' Rule 6Hx23-5.903.

Section A: The following transactions are related to contracts and/or items in amounts not exceeding \$325,000.

1. Agreement with **American Academy of Orthotists and Prosthetists** for the College's Orthotics and Prosthetics Program to have an exhibit booth at the American Academy of Orthotists and Prosthetists conference to recruit and build awareness of SPC programs. The conference will be held March 16-19, 2011. The cost to the College for this Agreement will be \$650. This item was approved by the President on December 13, 2010. Department—Baccalaureate Programs, Kay Burniston
2. Agreement with **American Bankers Association** to renew the license for use of Bank Exec software. This software is used in the College's Banking BAS Capstone course. The Agreement will commence January 1, 2011 and continue through December 31, 2011. The cost to the College will be \$2,200. This item was approved by the President on December 13, 2010. Department—College of Business, Kay Burniston
3. Agreement of Cooperation with **American University of Puerto Rico** to continue promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and will continue for the period of two years. This item was approved by the President on October 6, 2010. Department—Center for International Programs, Karen Kaufman White

4. Agreement with **Anoka Ramsey Community College** to continue to support the development of a National Center in Medical Devices as part of the Medical Device Industry Education Consortium Project. Anoka Ramsey will attend conference meetings, assist in delivering a Strategy for National Center Action Plan; develop external partnerships; and submit a final proposal by July 31, 2011. The cost to the College for this Agreement will be \$6,264.50. The Agreement will commence as soon as possible and continue through July 31, 2011. This item was approved by the President on November 17, 2010. Department—NSF Medical Device Planning, Stan Vittetoe **This item is grant funded.**
5. Agreement with **Apperson Education Products** that will allow the College's Emergency Medical Services Department to participate in a 30-day free trial use of the Benchmark 3000 educational scanner. After such trial period, the Department anticipates that it will purchase the scanner at a cost of \$1,595. The cost includes one year of parts and labor for any required maintenance. This item is to seek approval both for the trial period agreement, the expenditure, and any additional agreements that may be necessary for the purchase, should the Department decide to move forward. This item was approved by the President on November 17, 2010. Department—Emergency Medical Services, Phil Nicotera
6. Updated End User License Agreement with **ArcSight, Inc.** to continue the maintenance/support associated with the ArSight Logger software used by Network Academic Systems. This software provides enhanced data collection and improved security information that assists the College in maintaining information and responding to investigations. The Agreement is for the period of one year and will cost the College \$5,355. This item was approved by the President on November 17, 2010. Department—Network Academic Systems, Doug Duncan
7. Agreement with **AT&T** to provide cell phone service for an iPhone that is used by an instructor in the College of Computer & Information Technology. The cell phone is not used as a regular cell phone but rather, is used for testing, troubleshooting and learning as part of the instructor's development and delivery of mobile devices courses. AT&T required that a two-year agreement be entered into and the cost for such contract over two years is anticipated not to exceed \$75 per month or a total of \$1,800. This item was approved by the President on December 13, 2010. Department—College of Computer & Information Technology, Stan Vittetoe
8. Agreement with **Banquet Masters** to provide food and catering services for the Women on the Way student etiquette luncheon to be held Thursday, December 2, 1010. The cost to the College for this Agreement will be \$500. This item was approved by the President on November 17, 2010. Department—SPC Downtown, Yvonne Ulmer

9. Agreement with **Bayshore Solutions** to continue to provide hosting and maintenance services for www.onlinece.net, the website used by the students taking continuing education health courses. Bayshore Solutions hosts the website and maintains the datacenter and website security. The cost to the College for this Agreement is \$500 per month. The Agreement will commence November 15, 2010 and will continue through November 14, 2013 at a total cost to the College of \$18,000. This item was approved by the President on October 6, 2010. Department—CE Health Program, Stan Vittetoe
10. Agreement with **Maria Boutzoukas** to provide DJ services for the Hellenic Masquerade Ball to be held on October 29, 2010 as part of the 40th Anniversary Celebration on the Tarpon Springs Campus. The cost to the College for this Agreement will be \$495. This item was approved by the President on October 27, 2010. Department—Student Life & Leadership, Conferlete Carney
11. Agreement with **CareerAmerica, LLC d/b/a Financial Aid TV (FATV)** that will allow the College to add online financial aid videos to provide students with 24/7 consistent, timely and student-friendly video answers to financial aid questions. FATV agrees to produce videos regarding Florida grants, scholarships, pre-paid tuition free of charge. The College will produce other SPC specific videos for placement on FATV's site. SPC will also use its videos and FATV's videos on the SPC TV channel and website. The cost to the College for this Agreement will be \$12,000. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by the President on October 14, 2010. Department—Student Activities—Collegewide Projects, Tonjua Williams
12. Agreement with **Center for Community College Student Engagement (CCCSE)** for the College to be a CCCSE member for 2011. The College also agrees to administer the surveys both to students and faculty regarding student engagement. Although there is no anticipated cost to the College associated with this Agreement, there is a possibility that the College would be charged non-refundable fees up to \$600 should the College drop out of the program once the master data files are received. This item was approved by the President on October 30, 2010. Department—Baccalaureate Programs, Kay Burniston
13. Agreement with **Cisco Webex, LLC** to continue the use of WebEx meeting center in the College of Business. The Webex service allows face-to-face contact without the necessity of travel for meetings etc. The College of Business has been using WebEx service under a Purchase Order; this transaction will change the term of service and seek expenditure approval for the new service period. This new service period will continue for the period of up to one year. The costs associated with this Agreement will be a monthly fee of \$147 for a total cost not to exceed \$1,764 for the one-year period. This item was approved by the President on November 17, 2010. Department—College of Business, Anne Cooper
14. Agreement with the **City of Clearwater** to provide the use of its tennis courts during the Spring Semester for the PEL 2342 Tennis course. The cost to the College for this Agreement will be \$500. This item was approved by the President on October 30, 2010. Department—Wellness—Natural Science, Stan Vittetoe

15. Agreement with **College Consortium for International Studies (CCIS)** that will reflect the College's participation in the consortiums' efforts to develop cultural and study abroad programs and international education, to include agreement concerning students' participation in study abroad through the programs of member institutions. The Agreement will commence as soon as possible; there will be no cost to the College. The Agreement will be ongoing unless terminated by either party. This item was approved by the President on October 30, 2010. Department—International Programs, Karen Kaufman White
16. Agreement with **Contact Centers of America, LLC** to enter into a cooperative relationship whereby the CCA agrees to employ a substantial number of SPC students in higher-level customer and technical support functions within a call center environment at competitive hourly rates. The College agrees to provide access to students for recruitment; develop cooperative education and internship experiences at CCA; provide employment skills development for students; provide a liaison between SPC and CCA; and provide support for the learning center within the CCA facility. The Agreement will commence as soon as possible and will continue through December 1, 2011. There are no determined costs to the College associated with entering into this Agreement. This item was approved by the President on November 4, 2010. Department—Student Administration, Tonjua Williams
17. Agreement with **Copperhead Charities, Inc.** for the use of the Tarpon Springs Campus parking lots on March 17-20, 2010 during the Transitions Championship for Healthy Sight Tournament held at Innisbrook. The College will receive \$1,000 for the use of its parking area. Under a separate Agreement with the SPC Foundation, Copperhead Charities, Inc. will make a contribution in the amount of \$36,500 to be used for student scholarships. This item was approved by the President on October 30, 2010. Department—Provost Office/TS, Conferlete Carney
18. Agreement with **Creative Educational Solutions** for the continuation of the online service that allows Dental Hygiene students to review online for the National Board examination. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$2,200. This item was approved by the President on December 13, 2010. Department—College of Health Sciences, Kay Burniston
19. Agreement with **CTC Public Benefit Corporation (CTC)** to continue to provide services associated with the College's Medical Device Industry Education Consortium (MDIEC) project, which is funded by a National Science Foundation grant. CTC will work with the MDIEC team to produce collaborative strategies and approaches to develop and implement MDIEC programs. CTC's final proposal is due to the College by July 31, 2011. CTC will receive \$20,592 for its services associated with this portion of the project. This item was approved by the President on November 17, 2010. Department—NSF Medical Device Planning, Stan Vittetoe **This item is grant funded.**

20. Non-Disclosure Agreement with **D2L Ltd., a subsidiary of Desire2Learn, Inc.** whereby the College agrees to maintain the confidentiality of D2L's business information. This Agreement will allow the College the opportunity to preview the Desire2Learn products that can be tested by faculty for possible use. The Agreement will commence as soon as possible and will continue unless terminated by either party. There is no cost to the College for this Agreement. This item was approved by the President on November 17, 2010. Departments—eCampus, Web & Instructional Technology, Jim Olliver
21. Agreement with **Delectables Fine Catering, Inc.** to provide food/catering services for the students' Holiday Harvest Luncheon to be held on November 18, 2010 at the Downtown Center. The cost to the College will be \$956.50. This item was approved by the President on October 30, 2010. Department—SPC Downtown, Yvonne Ulmer
22. Agreement with **Delectables Fine Catering, Inc.** to provide catering services for the Holiday Party to be held at the Downtown Center on December 7, 2010. The cost to the College for this event will be \$1,078. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—SPC Downtown, Yvonne Ulmer
23. Agreement with **Dell Financial Services, LP** to lease 15 desktop computers for use in the MAP Center at the Clearwater Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$12,006.96. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$466.29. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$12,473.25. This item was approved by the President on October 6, 2010. Department—Business Services, Doug Duncan
24. Agreement with **Dell Financial Services, LP** to lease 17 desktop computers for use in the Communications Department at the Clearwater Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$12,770.04. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$495.92. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$13,265.96. This item was approved by the President on October 14, 2010. Department—Communications, Stan Vittetoe
25. Agreement with **Dell Financial Services, LP** to lease 9 desktop computers for use in the Communications Department at the Clearwater Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$7,459.12. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$289.67. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$7,748.79. This item was approved by the President on October 14, 2010. Department—Communications, Stan Vittetoe

26. Agreement with **Dell Financial Services, LP** to lease 53 desktop computers for use in the Engineering Department at the Clearwater Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$132,917.92. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$5,161.86. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$138,079.78. This item was approved by the President on October 14, 2010. Department—Academic Technology, Jamelle Conner
27. Agreement with **Dell Financial Services, LP** to lease 20 desktop computers for use in the in the Forensic Computer Training Lab at the Allstate Center. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$19,544.44. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$759.01. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$20,303.45. This item was approved by the President on October 30, 2010. Department—Computer Related Crime/IT, James Brock
28. Agreement with **Dell Financial Services, LP** to lease 41 desktop computers for use at the St. Petersburg/Gibbs Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$33,051.32. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$1,283.55. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$34,334.87. This item was approved by the President on November 17, 2010. Department—Business Services, Doug Duncan
29. Agreement with **Dell Financial Services, LP** to lease 20 laptop computers for use in the Collaborative labs at the EpiCenter. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$51,924.96. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$1,923.36. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$53,848.32. This item was approved by the President on November 17, 2010. Department—Business Services, Doug Duncan
30. Agreement with **Dell Financial Services, LP** to lease 33 desktop computers for use at the Tarpon Springs Campus. The lease will commence as soon as possible and will continue for a period of 49 months. The cost to the College for this lease is expected to be \$25,125.40. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$975.74. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$26,101.14. This item was approved by the President on November 17, 2010. Department—Academic Tech Fees, Doug Duncan

31. Agreement with **Dell Financial Services, LP** to lease equipment to provide disk data storage and management for collegewide systems. The lease will commence as soon as possible and will continue for a period of 60 months. The cost to the College for this lease is expected to be \$175,522.60. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$175,523.60. This item was approved by the President on December 20, 2010. Department—Business Services, Doug Duncan
32. Agreement with **Dell Financial Services, LLC** to lease equipment to provide data backups for collegewide systems. The lease will commence as soon as possible and will continue for a period of 60 months. The cost to the College for this lease is expected to be \$133,151.20. Should the College opt to purchase the equipment at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this Agreement will not exceed \$133,152.20. This item was approved by the President on December 20, 2010. Department—Business Services, Doug Duncan
33. Agreement with **Demetri and the Islanders** to provide Greek musical entertainment for the event to be held on November 19, 2010 as part of the 40th Anniversary Celebration on the Tarpon Springs Campus. The cost to the College for this Agreement will be \$675. This item was approved by the President on November 17, 2010. Department—Student Life and Leadership, Conferlete Carney
34. Agreement with **Digidesign, a division of Avid Technology, Inc.** that will allow the College to continue as a Digidesign Certified Training Location to instruct students in the use of certain Digidesign products as part of a complete audio or post-production curriculum. The Agreement will commence on January 1, 2011 and continue through December 31, 2011. The cost to the College for this period will be \$4,100. This item was approved by the President on December 13, 2010. Department—Fine & Applied Arts Lab Fees, Karen Kaufman White
35. Agreement with **Edmonds Community College** to continue to support the development of a National Center in Medical Devices as part of the Medical Device Industry Education Consortium Project. Edmonds will attend conference meetings, develop and administer needs survey; lead the online course development strategy; and submit a final proposal by July 31, 2011. The cost to the College for this Agreement will be \$7,370. The Agreement will commence as soon as possible and continue through July 31, 2011. This item was approved by the President on November 17, 2010. Department—NSF Medical Device Planning, Stan Vittetoe **This item is grant funded.**
36. Agreement with **EMIT, Inc.** whereby the “O Som Do Jazz” music group will provide entertainment for the Hispanic-Latino Heritage celebration at the Allstate Center on October 13, 2010. The cost to the College for this Agreement will be \$500. This item was approved by the President on October 6, 2010. Departments—Student Activities, Special Programs, James Brock

37. Agreement with **Everything But the Mime, Inc.** to provide four hours of “Lester and Body Art by Susan” for the Fall Follies event to be held on the SP/G Campus on October 21, 2010. The cost to the College for this event will be \$1,650. This item was approved by the President on October 27, 2010. Department—Student Life and Leadership, Karen Kaufman White
38. Agreement with **First Baptist Church of Indian Rocks** for the use of its facilities for the December 18, 2010 graduation ceremonies. The cost to the College for this Agreement will be \$9,150. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—Graduation, Patrick Rinard
39. Agreement with the **Florida Department of Health, Collier County Health Department** that will allow Bachelor of Applied Science students in the Dental Hygiene Program to obtain practicum hours as required by their capstone course. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. There is no cost to the College. This item was approved by the President on December 13, 2010. Department—College of Health Sciences, Kay Burniston
40. Agreement with the **Florida Police Chief’s Association** for the College’s Safety Administration Program to have an exhibit booth at the Florida Police Chief’s Association conference to recruit and build awareness of SPC programs. The conference will be held January 9-11, 2011. The cost to the College for this Agreement will be \$500. This item was approved by the President on December 13, 2010. Department—Baccalaureate Programs, Kay Burniston
41. Agreement with **Grad Images, a division of Event Photography Group** to continue to provide photography services for the College’s graduation ceremonies held during 2011. The Agreement will commence as of January 1, 2011 and continue through December 31, 2011. There is no cost to the College associated with entering into this Agreement. This item was approved by the President on October 14, 2010. Department—Graduation, Patrick Rinard
42. Agreement with **Harland Technology Services** for continued software maintenance for the Partest/Parscore software used in the Nursing Department. The Agreement is for the period of one year commencing January 20, 2011. The cost to the College for this Agreement will be \$1,203. This item was approved by the President on December 13, 2010. Department—Nursing, Phil Nicotera
43. Agreement(s) with **Health First Inc.** that will allow SPC’s Nursing students to obtain clinical experience in Health First healthcare entities including Cape Canaveral Hospital; Holmes Regional Medical Center; Palm Bay Hospital; and Viera Hospital. The Agreement will commence as of January 1, 2011 and will continue for one year. Thereafter, the Agreement will automatically renew for one-year periods unless terminated by either party. There is no cost to the College associated with entering into this Agreement. This item was approved by the Dr. Anne Cooper on December 1, 2010. Department—College of Nursing, Kay Burniston

44. Agreement with the **Hispanic Alliance for Nonprofit Development and Services, Inc. (HANDS)**, a corporation authorized to operate in Puerto Rico, for the purpose of establishing **Puerto Rico Community College (PRCC)** to create an affiliation whereby SPC and HANDS/PRCC will partner to offer public safety related training and education. The Agreement will become effective upon execution and be ongoing unless terminated by either party. The courses to be offered, course content/details and payment of fees to SPC by HANDS/PRCC will be determined through mutual agreement(s) that will be made part of this Agreement through Statements of Work (SOW) or Addendums as may be executed from time to time. The revenue to the College associated with this Agreement and any subsequent Statement of Work or Addendums is unknown at this time. This item was approved by the President on November 17, 2010. Department—Provost, AC, James Brock
45. Agreement with **INCAE Business School in Costa Rica** to promote the exchange of experiences and staff in the fields of education, science, culture and in those other areas in which both parties are manifestly involved. The Agreement will commence as soon as possible and will continue for a period of two years. There is no cost to the College associated with entering into this Agreement. It is anticipated that SPC's relationship with INCAE will allow for Study Abroad Program(s) for SPC's Business students as well as other initiatives. This item was approved by the Dr. Anne Cooper on December 1, 2010. Department—Center for International Programs, Karen Kaufman White
46. Agreement of Cooperation with **InterAmerican University of Puerto Rico** to continue promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on October 6, 2010. Department—Center for International Programs, Karen Kaufman White
47. Agreement with **InterMetro Industries Corporation** to provide for an extended warranty on the medDispense equipment used in the College's Nursing Skills lab. The cost to the College for this one-year extension will be \$925. This item was approved by the President on October 30, 2010. Department—Nursing, Phil Nicotera
48. Agreement with **Johnson Controls, Inc.** to conduct an energy audit of campus utility usage. Johnson Controls will provide a business case analysis including a comparative financial analysis of current to proposed usage costs and a recommended plan for implementation. The Agreement will commence as soon as possible and will continue through completion of the audit (approximately 45 days). There is no cost to the College associated with entering into this Agreement. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—Facilities, Susan Reiter

49. Agreement of Cooperation with **Kagawa University** to promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on November 17, 2010. Department—Center for International Programs, Karen Kaufman White
50. Agreement with the **City of Kalymnos, Greece** to continue to promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as of January 6, 2011 and continue for a period of two years. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—International Programs, Karen Kaufman White
51. Agreement with the **School District of Manatee County** to allow for the expansion of articulated programs to students in Manatee County Schools. The Agreement will commence January 24, 2011 and continue through July 31, 2011. There is no cost to the College. This item was approved by the President on December 15, 2010. Department—Baccalaureate Programs, Anne Cooper
52. Affiliation Agreement with **Manatee Memorial Hospital** to provide clinical experience to RN Refresher/Remediation/Return-to-Work Nursing students as part of the College's Continuing Education Health Program. The Agreement will commence as soon as possible and continue for the period of five years. There is no cost to the College associated with entering into this Agreement. This item was approved by the Dr. Anne Cooper on December 1, 2010. Department—CE Health, Stan Vittetoe
53. Agreement with **Sharon McGuire** to provide instruction for employee fitness classes to be conducted at designated College facilities. Since participants will pay the instructor directly for the classes, there is no cost to the College. This item was approved by the President on October 30, 2010. Department—Health & Wellness, Patty Jones
54. Agreement with **Mechanical Services of Central Florida, Inc.** for the annual maintenance and emergency service as needed for all chillers at the College. The Agreement will commence as soon as possible and will continue for one year. The cost to the College for this period will be \$19,995. This item was approved by the President on November 17, 2010. Department—Facilities, Susan Reiter
55. Affiliation Agreement with **Memorial Hospital** to provide clinical experience to students enrolled in the Health Information Management Program at no cost to the College. The Agreement will commence as soon as possible and will continue for a period of three years. This item was approved by the President on October 30, 2010. Department—Health Information Management, Phil Nicotera

56. Agreement with **MG Success Services, LLC** to provide a motivational speaker for the Leadership luncheon to be held on the St. Petersburg/Gibbs Campus on October 19, 2010. The cost to the College for this Agreement will be \$800. This item was approved by the President on October 14, 2010. Department—Student Life & Leadership, Karen Kaufman White
57. Agreement with **Microsoft Corporation** for the College to continue to participate in the Microsoft IT Academy Program, which allows the College to teach official Microsoft curriculum using certified Microsoft trainers. The Agreement will commence January 1, 2011 and continue through December 31, 2011 at a cost to the College of \$1,750. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—College of Computer & Information Technology, Stan Vittetoe
58. Agreement with **Morton Plant Mease Health Care** to expand enrollment in the Nursing Program, through the Earn as You Learn Program, to assist in alleviating the nursing shortage in the Tampa Bay area. The parties to the Agreement will provide qualified candidates (current eligible BayCare employees and if needed, candidates from SPC's applicant pool) each semester commencing January 2011 and continuing through December 2012 to obtain an Associate in Science degree in Nursing. In addition, Morton Plant will coordinate employee work schedules; provide classroom, lab and office space for students and faculty; provide lab equipment and supplies; and provide some faculty and lab facilitation support as part of the initiative. SPC will coordinate admissions, reserve slots for students, if needed, schedule initiative classes and skills labs at SPC; schedule initiative clinical rotations in BayCare facilities as available. The Agreement will commence as soon as possible and is subject to review and renegotiation annually. There is no cost to the College associated with entering into this Agreement. This item was approved by the President on November 17, 2010. Department—Nursing, Phil Nicotera
59. Agreement with **Natural Standard Corporation** whereby the College will continue to be able to access the Natural Standard Integrative Medicine online database. The database covers herbals, dietary supplements, vitamins, minerals and other natural remedies. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this Agreement for this renewal period will be \$991.15. This item was approved by the President on October 6, 2010. Department—Director of Libraries, Anne Cooper
60. Agreement with **NCS Pearson, Inc. d/b/a Pearson VUE** whereby the College will become an authorized Pearson VUE Testing Center that will allow students to test for certain Cisco and/or Microsoft industry certifications. The one-time cost to the College for this Agreement will be \$450 to provide for equipment needed for use in the testing process. Under the terms of the Agreement, student lab fees will cover the costs of the testing. The Agreement will commence as soon as possible and will continue for one year; thereafter, the Agreement will automatically renew for one-year terms unless terminated by either party. The Agreement will allow the College to track student certifications. This item was approved by the President on October 6, 2010. Department—College of Computer Information & Technology, Stan Vittetoe

61. Agreement with **New Leadership Alliance for Student Learning and Accountability** whereby SPC will participate in a feasibility study of Excellent Practice in Student Learning Assessment, an institutional certification program. The Agreement will commence as soon as possible and will continue for six months or through project completion. The College will complete an application for certification and provide an evaluation of the application process. The College agrees to attend a meeting in Washington, DC to review/assess the application process. The College will receive \$3,000 plus costs for travel for its participation in this program. This item was approved by the President on October 30, 2010. Department—Baccalaureate Programs, Kay Burniston
62. Agreement with **North Orange County Community College District** to support the development of a National Center in Medical Devices as part of the Medical Device Industry Education Consortium Project. North Orange will attend conference meetings, assist in delivering a plan for the National Visiting Committee; and assist in development of the final proposal by July 31, 2011. The cost to the College for this Agreement will be \$4,791. The Agreement will commence as soon as possible and continue through July 31, 2011. This item was approved by the President on November 17, 2010. Department—NSF Medical Device Planning, Stan Vittetoe **This item is grant funded.**
63. Agreement of Cooperation with **North West Regional College--Ireland** to continue promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on October 6, 2010. Department—Center for International Programs, Karen Kaufman White
64. Agreement with **O & P Study Guides Company (O & P)** to partner with the College to provide the Ultimate Prosthetic Study Guide course. O & P will provide the curriculum and instructors and SPC will provide promotion via the www.OnlineCEnet site and prepare the course for delivery in an online format. O & P will receive \$100—\$125 per student and the College will receive \$100 per student for its services. Based on an estimate of 100 students taking the course during the term of the Agreement, the College anticipates a net revenue of approximately \$5,775. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on October 6, 2010. Department—CE Health, Stan Vittetoe
65. Agreement with **Oasis Refreshment Systems, Inc.** whereby Oasis will continue to provide catering and food service for the Clearwater Campus. The Agreement will commence as soon as possible and will continue for a period of three years. It is anticipated that the College will receive a revenue of approximately \$12,000-\$15,000 annually during the period of this Agreement. This estimate is based on receiving from 2% to 7% of catering and café sales. This item was approved by the President on November 17, 2010. Department—Auxiliary Food Services, Theresa Furnas

66. Agreement of Cooperation with **The Oxford Educational Institutions** to continue to promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on December 13, 2010. Department—International Programs, Karen Kaufman White
67. Agreement with **Ovid Technologies, Inc.** to purchase the Lippincott, Williams & Wilkins Nursing 317 eBook collection. The purchase of this collection requires the execution of a license agreement that will commence as soon as possible and will be ongoing unless terminated by either party. The cost to the College for this Agreement will be a one-time fee of \$13,776. Thereafter, Ovid has the option to charge a Platform Fee to continue the Agreement; however, should this occur, additional approval will be sought at that time. This item was approved by the President on October 30, 2010. Department—Director of Libraries, Kay Burniston
68. Agreement with **Pasco-Hernando Community College (PHCC)** that will allow qualified PHCC students to transfer to SPC's AS Veterinary Technology Program and then continue through SPC's BAS in Veterinary Technology Program. There is no cost to the College associated with entering into this Agreement. The Agreement will commence on January 1, 2011 and continue for a period of three years. This item was approved by the President on December 13, 2010. Department—Veterinary Technology, Phil Nicotera/Kay Burniston
69. Agreement with **Phillies Florida, LLC** for the use of the parking area at Drew and Old Coachman for home Spring Training games during 2011. There is no cost to the College associated with entering into this Agreement. Phillies Florida agrees to display SPC outfield signage in exchange for the use of the College's parking area. This item was approved by the President on December 13, 2010. Department—Maintenance Services, Susan Reiter
70. Agreement of Cooperation with **Pontificia Universita Urbaniana—Vatican City** to continue promote the exchange of experiences and staff in the fields of education, science, culture and other areas in which both parties are involved. There is no cost to the College associated with entering into this Cooperation Agreement. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by the President on October 6, 2010. Department—Center for International Programs, Karen Kaufman White

71. Agreement with **Presidio Networked Solutions, Inc.** to provide for the installation of Cisco phone system hardware. Specifically, Presidio will install and configure two Unified Communications servers, migrate current software to new servers; migrate Unity Collegewide Voicemail to new servers; upgrade IOS on VG-224 as needed, and assist with any troubleshooting for connectivity to other existing systems/interfaces. The total cost to the College for this Agreement will be a fixed price of \$10,000. The Agreement will commence as soon as possible and will continue through completion of services described above. This item was approved by the President on December 15, 2010. Department—College of Business, Susan Reiter
72. Agreement with **Primal Pictures, Inc.** to provide a license for web access to 3D Human Anatomy Regional & Chiropractic for five concurrent users. The course materials will be used for Physical Therapist Assistant, Orthotics & Prosthetics and Chiropractic instruction. The license will continue through May 2011 at a cost to the College of \$2,004.11. This item was approved by the President on October 6, 2010. Department—Director of Libraries, Anne Cooper
73. Agreement with **Prometric, Inc.** whereby the College will become an authorized Prometric Testing Center that will allow students to test for certain Cisco and/or Microsoft industry certifications. Under the terms of the Agreement, student lab fees will cover the costs of the testing. There is no additional cost to the College for this Agreement. The Agreement will commence as soon as possible and will continue for one year; thereafter, the Agreement will automatically renew for one-year terms unless terminated by either party. The Agreement will allow the College to track student certifications. This item was approved by the President on October 6, 2010. Department—College of Computer Information & Technology, Stan Vittetoe
74. Agreement with **RE/MAX Metro Commercial Division** whereby RE/MAX will receive 6% commission for locating a food service vendor to lease approximately 2,300 square feet on the first floor of the Downtown Campus. The cost to the College for commissions under this Agreement will depend on variables associated with the actual lease including the term of the lease. It is estimated that the commissions may range from approximately \$6,210 to \$10,350. In addition, there will be a cost of approximately \$200 for signage. The Agreement will commence as soon as possible and will continue for up to one year, or until the space is leased. This item was approved by the President on November 17, 2010. Department—Manual Food Service, Theresa Furnas
75. Agreement with the **Renaissance Washington, DC Downtown Hotel** to provide room/space rental, catering services and audio visual rental for the Office of Community Oriented Policing Services Emerging Issues Forum to be held in Washington, DC on January 24-25, 2011. The cost to the College for this event is \$6,005.30. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—Regional Community Policing Institute, James Brock **This item is grant funded.**

76. Agreement with **Ruth Eckerd Hall, Inc.** to provide use of its facilities for the Women on the Way Appreciation Lunch to be held on November 5, 2010. The cost for this Agreement will be \$2,618.60. The cost is being paid from the Positive Directions Association Club account. This item was approved by the President on October 27, 2010. Department—Women on the Way, Karen Kaufman White
77. Agreement with **SchoolMessenger Reliance Communications, Inc.** that will provide the College with an online communication application to pilot test an interface with Singlewide InformaCast. This pilot is to review the feasibility of possible enhancements to SPC's emergency notification system. There is no cost to the College for this Agreement. The Agreement will commence as soon as possible. This item was approved by the President on October 6, 2010. Department—Network Systems & TV Operations, Doug Duncan
78. Agreement with the **City of Seminole** to use the College's Bay Pines Property for Fire Training exercises such as smoke machines, ventilation fans, and water fog streams. The City will provide the necessary indemnifications associated with its use of the property. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by the President on November 17, 2010. Department—Facilities, Susan Reiter
79. Agreement(s) with **SimplexGrinnell, LP** to provide for the programming and monitoring of fire alarm systems across the College. The Agreements will commence as soon as possible and will continue through June 30, 2012. The one-time programming cost and monthly monitoring costs for these Agreements will be a total of \$12,692.50 through June 2012. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—Access Control, Susan Reiter
80. Agreement with **SPSS, Inc.** to continue the network license for the PASW Statistics Base for up to 15 users. The Agreement will commence as soon as possible and will continue for one year. The total cost to the College for this renewal period will be \$3,777. This item was approved by the President on October 6, 2010. Department—University Partnership Center, Catherine Kennedy
81. Agreement with **Stautzenberger College** to establish an articulation for graduates of Stautzenberger College's AAS Veterinary Technology Program into SPC's BAS Veterinary Technology Program. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and will continue for a period of three years. This item was approved by the President on December 13, 2010. Department—Baccalaureate Programs, Kay Burniston
82. Agreement with **Dawn Storm** to provide instruction for employee fitness classes to be conducted at designated College facilities. Since participants will pay the instructor directly for the classes, there is no cost to the College. This item was approved by the President on October 30, 2010. Department—Health & Wellness, Patty Jones

83. Agreement with the **City of St. Petersburg** whereby the College will continue to provide facilitation and coordination for the Leadership Development workshops to be presented to the City at various times during the period commencing December 1, 2010 and continuing through November 30, 2011. After expenses (estimated to be \$3,645), the College anticipates receiving a net revenue of \$5,323 during the period of this Agreement. The continuation of this project is under a blanket Purchase Order from the City that has been renewed since 2007. The Purchase Order is approved by the City for an expenditure amount of up to \$65,000 for this purpose during the term of the Agreement. This item was approved by the President on October 30, 2010. Department—Corporate Training, Stan Vittetoe
84. Agreement with **A Sunset Entertainment** to provide entertainment for the Latino Hispanic Heritage Month Quad event to be held on October 6, 2010 at the Tarpon Springs Campus. The cost to the College for this event will be \$225. This item was approved by the President on October 6, 2010. Department—Student Life and Leadership, Conferlete Carney
85. Agreement with **A Sunset Entertainment, Inc.** to provide DJ services for the Student Spring Break event to be held on the Clearwater campus on February 28, 2011. The cost to the College will be \$275. This item was approved by the President on December 13, 2011. Department—Student Life & Leadership, Stan Vittetoe
86. Agreement with **A Sunset Entertainment, Inc.** to provide DJ services for music at two Welcome Back events to be held on the Seminole Campus on January 18-19, 2011. The cost to the College for 2 hours entertainment at each of the two events will be a total of \$770. This item was approved by the President on December 13, 2010. Department—Student Life and Leadership, Jim Olliver
87. Agreement with **SYB Consulting** to provide consulting services that will support the Medical Device Industry Education Consortium Project. SYB will participate as the external evaluator for this project. Specifically, SYB will participate in weekly conference calls/advisory meetings; be responsible for developing and monitoring the evaluation plan for the planning grant; assist in supporting the development of the application for the National Center; and submit the evaluation report by July 31, 2011. The cost to the College for this Agreement will be \$4,750. The Agreement will commence as soon as possible and continue through July 31, 2011. This item was approved by the President on November 17, 2010. Department—NSF Medical Device Planning, Stan Vittetoe **This item is grant funded.**
88. Agreement with **Tampa Bay Rays, Ltd.** for the use of the Tropicana Field and facilities for the College's graduation ceremony to be held May 7, 2011. The cost to the College for this Agreement is anticipated to be approximately \$15,600. This item was approved by the President on December 15, 2010. Department—Graduation, Patrick Rinard

89. Agreement with **TrainingTECH1** to partner with the College to provide a 40-hour Rope Rescue Level 1 operations course at the College through the Fire Science Program. Training TECH1 will provide the curriculum, instructors and some promotion; the College will provide promotion, registration and classroom facilities. TrainingTECH1 will receive \$385 per student and the College will receive \$75 per student for its services. Based on an estimate of 24 students taking the course during the term of the Agreement, the College anticipates a net revenue of approximately \$1,800. Costs for the course will be offset by student fees. The Agreement will commence as soon as possible and continue through June 30, 2011. This item was approved by the President on October 6, 2010. Department—Fire Academy/In-Service, James Brock
90. Affiliation Agreement with **VCA North Rockville Animal Hospital** to provide clinical experience to students enrolled in the Veterinary Technology Program at no cost to the College. The Agreement will commence as soon as possible and will continue for the period of three years. This item was approved by the President on October 14, 2010. Department—Veterinary Technology, Phil Nicotera
91. Agreement with **World Trade Press** to provide for the continued online access to the World Trade Press database. This database will provide students, particularly those in Tech Management programs and composition classes, the ability to research cultural, business and geographic aspects of 175 countries. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this period will be \$735. This item was approved by Dr. Anne Cooper on December 1, 2010. Department—Director of Libraries, Kay Burniston

Section B: Confirmation/approval is sought with respect to the following transactions which are related to contracts and/or items which were previously approved, but have been amended, modified and/or extended.

92. Agreement approved June 10, 2010 with **Bachelor Degree Access Strategies, LLC** to provide consulting services and deliverables as agreed to by the parties. Services include structuring and implementing certificate, two-year, baccalaureate and graduate programs; enhancing opportunities with international institutions; and assisting in management transition services. The Agreement is through June 30, 2011. This modification is to increase the Agreement amount by up to an additional \$80,000 for a total contract amount during the term not to exceed \$164,000 plus travel expenses. All other terms and conditions will remain as previously advised. This item was approved by the President on November 19, 2010. Department—President's Office

93. Agreement approved July 24, 2009 with **Cerner Corporation** for Cerner to provide a three-year license and customization services related to software designed for medical records management. The customized system allows Health Information Management and other allied health program students to manipulate data, access critical patient information and engage in critical thinking exercises on a system that is functionally similar to what they would encounter at a medical facility. The cost to the College for this Agreement was anticipated to be \$154,520. These costs were paid from two separate grants obtained by the Health Information Management program. One of the grants is a U.S. Department of Labor Grant and the other is a U.S. Department of Education Grant. **This item is to extend the Agreement period for an additional 12 months through September 30, 2013. This item is also to advise that there will be added costs for the Agreement in the amount of \$39,996. The additional costs will come from the U.S. Department of Education grant.** All other terms and conditions will remain as previously advised. This item was approved by the President on October 30, 2010. Department—Health Information Management, Phil Nicotera **This item is grant funded.**
94. Agreement approved December 8, 2010 with **Harland Technology Services** for continued maintenance on the Scantron machine used in the Nursing Department. The Agreement is for the period of one year commencing January 20, 2011. This item is to advise that the cost to the College for this Agreement will be \$950 rather than \$896 as previously advised. This item was approved by the President on December 15, 2010. Department—Nursing, Phil Nicotera
95. Modification to the Agreement approved June 18, 2009 with **Sam Houston State University, Texas Regional Community Policing Institute (TX RCPI)** whereby TX RCPI will assist the College's Florida Regional Community Policing Institute (FL RCPI) in fulfilling its contract with the Bureau of Justice Assistance/Department of Justice for the National Project on Law Enforcement Suicide Prevention. Specifically, the College agreed to pay TX RCPI an amount not to exceed \$50,000 to provide pre/post test development; course/instruction evaluations; and written analysis of test and evaluation results. TX RCPI agreed to provide the attendance of a facilitator at three national conferences to be hosted by FL RCPI and prepare a written analysis of each along with a final written project analysis report. The subcontract period was to continue through October 31, 2010. **This modification is to establish that TX RCPI will provide services for four rather than three conferences; the College will pay an additional \$12,333 for such services under the Agreement; and the contract period will be extended to continue through October 31, 2011.** All other terms and conditions of the subcontract will remain in full force and effect. This item was approved by the President on November 17, 2010. Department—FL RCPI/CPSI, James Brock **This item is grant funded.**

96. Agreement approved October 31, 2010 with **Lobbytools** to continue the online bill tracking and legislative information service for the period of one year. The Agreement will commence as soon as possible. **This item is to advise that the costs for the Agreement will be higher than previously approved. The total cost to the College for this Agreement period will be \$3,750 rather than \$3,100.** The change in cost is due to the addition of three users of the service under the Agreement. All other terms will remain as previously advised. This item was approved by the President on December 13, 2010. Department—Government Affairs
97. Agreement approved October 30, 2010 with **WEST** to provide online legal research materials to be used in the College's Paralegal Studies Program. **This item is to seek the corrected expenditure approval associated with this Agreement.** When this request was initially submitted by the Department, the costs for the Agreement were anticipated to be \$12,349.05 for year one with an increase of 5% per year thereafter over three years. However, this cost was not accurate. **The actual costs for year one to provide the College with 250 passwords will be \$21,169.80. Thereafter, the cost will increase by no more than 5% per year. The three-year cost for this Agreement is therefore anticipated to be approximately \$66,737.52.** These costs will be offset by student fees. This item was approved by the President on November 17, 2010. Department—Director of Libraries, Kay Burniston
98. Agreement approved May 7, 2009 with **Xerox Corporation** to provide maintenance and cover copy charges for the copiers used in Word Processing at the Tarpon Springs Campus. The one-year Agreement was approved to continue through May 31, 2010 at a cost to the College of \$5,953.80 **This item is to advise that the Agreement was continued and expenditures were handled via the Purchase Order process as follows.** The term of the Agreement was modified to first extend the contract on a month by month basis from June 1, 2010 through September 30, 2010 at a total cost of \$2,008.40. Additionally, a separate Purchase Order was issued to renew the term of the Agreement for another year from October 1, 2010 through September 30, 2011 at a cost to the College of \$5,881.20. Should the Agreement be continued beyond this period, additional approval will be sought at that time. This item was confirmed by the President on November 17, 2010. Department—Word Processing, Conferlete Carney

Section C: Confirmation/approval is sought with respect to the following transactions which are related to contracts and/or items which were previously approved, but need additional clarification.

99. Agreement approved February 10, 2010 with **H. Lee Moffitt Cancer Center and Research Institute, Inc.** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. This item is to advise that the Agreement will also apply to the Medical Laboratory Technology and Continuing Education Nursing Programs. The initial period of the Agreement will be for the period of one year; thereafter, the Agreement will automatically renew for one-year terms unless terminated by either party. This item was approved by the President on October 6, 2010. Department—Provost, HEC, Phil Nicotera

100. Agreement approved May 19, 2010 with **State of Oregon, Department of State Police (OSP)** whereby the College, in partnership with the Florida National Guard, will provide training of Surveillance Operations to OSP. The training will be presented to OSP through the College's Multijurisdictional Task Force Training Program (MCTFT). The cost of the training will be \$27,000; however, OSP has agreed to reimburse the College in an amount up to \$22,000. The additional \$5,000 will be absorbed from the current MCTFT budget. **This item is to correct the period of this Agreement. The Agreement will continue through December 31, 2012, rather than as previously advised.** This item was approved by the President on October 14, 2010. Department—MCTFT **This item is grant funded.** James Brock

Section D: Confirmation/approval is sought with respect to the following transactions which are related to contracts and/or items which were previously approved, but have been canceled or the Request for Contract withdrawn.

101. Agreement approved February 6, 2009 with **Wellcare** to provide clinical experience to students in the College's Health Information Management Program. This item is to advise that this Agreement was not entered into; therefore, the Request for Contract is being withdrawn. This item was approved by the President on October 6, 2010. Department—Health Information Management, Phil Nicotera

Pamela Smith, Legal Services Coordinator, compiled this Quarterly Informational Report of contract items not exceeding \$325,000.

Suzanne Gardner, Acting General Counsel, recommends approval.

pss0112113

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: WorkNet Pinellas—Operation Life Skills “Dare to Soar” Grant

Confirmation is sought for a grant proposal that was submitted, subject to Board of Trustees’ approval, to WorkNet Pinellas, Inc., as part of the Operation Life Skills “Dare to Soar” Grant, to receive \$35,847 for mentorship and \$12,950 for tutoring of youth aging out of foster care for through June 30, 2011. The goal of the Operation Life Skills “Dare to Soar” grant is to provide adult and peer mentors for up to 25 youth aging out of foster care and to provide tutors for up to 20 youth who are seeking to complete the Official GED Examination. **Approval is also sought to accept funding and enter into any necessary agreements associated with this project.**

Foster care youth have many needs because of their challenging life experiences and their lack of a supportive family structure. These life challenges are often difficult without adult mentoring, educational opportunities, financial support and caring role models. St. Petersburg College’s goal of the Dare to Soar Mentoring Program is to equip these youth with the desire to continue their education in high school, vocational/trade school and/or college. The program will also prepare them to be more self-sufficient by combining education with career/life-skill development and support.

The awarded funds will be used to pay salaries and fringe benefits as well as other expenditures. See attached Information Summary for additional information.

Suzanne Gardner, Acting General Counsel; Stan Vittetoe, Provost, Clearwater Campus and Vice President for Workforce and Continuing Education; and James Connolly, Director of Corporate Training, recommend approval.

Attachment

co0112119

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

Date of BOT Meeting: January 18, 2011

Funding Agency or Organization: WorkNet Pinellas, Inc.

Name of Competition/Project: Operation Life Skills “Dare to Soar” Grant

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** Upon Execution **End:** 6/30/11

Cabinet Member: Stan Vittetoe

Manager: James Connolly

Focus of Proposal: St. Petersburg College will use its grant of \$35,847 to provide adult and peer mentors for up to 25 youth aging out of foster care; and \$12,950 to provide a tutoring program for up to 20 youth with one tutor per youth who will give instruction to prepare students to pass the Official GED Examination.

The cost for the initial project from date of execution to June 30, 2011 will be \$35,847 for mentoring and \$12,950 for tutoring. The cost is anticipated at 25 youth for mentoring program at \$1,433.88 per youth and 20 youth for tutoring at \$647.50 per youth.

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.)

Mentoring Program	
Education and Career Building	\$30,225
Community Activities	\$ 5,622
Tutoring Program	
Personnel	<u>\$12,950</u>
Total Budget	\$48,797

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$138,061
Total amount from funder:	\$48,797

Amount/value of match:

Cash: N/A
In-kind: \$89,264

Required match or cost sharing:

No X Yes

Voluntary match or cost sharing:

No Yes X

Source of match/cost sharing:

Personnel; background checks; facilities
usage and transportation for group activities

Recoverable benefits beyond grant focus (above):

Negotiated indirect cost	N/A
(Fixed) administrative fee	N/A
Software/material	N/A
Equipment	N/A
Services	N/A
Staff Training	N/A
FTE	N/A
Other	N/A

College Goals and Institutional Initiatives Addressed:

College Goal:

III. Promote the community's economic and cultural development with noncredit programs, continuing education lifelong learning, and targeted partnerships and leadership initiatives.


Institutional Initiative(s):

1. Expand outreach to new students for the use of Non-Credit Continuing Education Programs...

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: National Forensic Science Technology Center – Video Production and Post Production Services

Confirmation is sought for an Agreement, entered into subject to Board of Trustees' approval, with the National Forensic Science Technology Center (NFSTC) whereby the College's Center for Public Safety Innovation, on behalf of the National Terrorism Preparedness Institute, will provide video production and post production services to NFSTC.

Funding from this Agreement will be used to provide video production services and post production services at meetings, workshops, conferences and symposiums referred to as "Task(s)." The services will include Video Production planning meetings; Video Capture of assigned Tasks; provision of a draft budget and specified materials for each Task; transportation of equipment and staff to Task locations; Post Production Activities and other reasonably necessary Tasks to complete the productions. The project period is anticipated to begin February 1, 2011 and continue through December 31, 2011.

The College anticipates receiving several Statements of Work for this project totaling an amount not to exceed \$200,000 to provide the foregoing services to NFSTC. Specifically, funds will be used to cover costs associated video and post production services such as taping, editing, staff travel, consultants, administration and supplies. **Approval is also sought to enter into any necessary Statements of Work (SOW) associated with this project for the deliverables and funding outlined above.**

Suzanne Gardner, Acting General Counsel; James C. Brock, Campus Executive Officer; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment

el0112115

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

Date of BOT Meeting: January 18, 2011

Funding Agency or Organization: National Forensic Science Technology Center

Name of Competition/Project: Video Production and Post Production Services

SPC Application or Sub-Contract: Sub-Contract

Grant/Contract Time Period **Start:** 2/01/11 **End:** 12/31/11

Cabinet Member: James C. Brock

Manager: Eileen LaHaie

Focus of Proposal: St. Petersburg College’s Center for Public Safety Innovation will provide video production and post production services for the identified “Tasks.”

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.)

As per contract, each task and accompanying budget will be provided through a Statement of Work from the NFSTC.

Funding:

Total proposal budget
(includes amount requested from funder,
cash and in-kind matches listed below) \$200,000

Total amount from funder: \$200,000 (Funds will be used to cover costs associated with providing video and post production services such as taping, editing, staff travel, consultants, administration and supplies.)

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

Required match or cost sharing:	No	<input checked="" type="checkbox"/>	Yes
Voluntary match or cost sharing:	No	<input checked="" type="checkbox"/>	Yes
Source of match/cost sharing:	N/A		

Recoverable benefits beyond grant focus (above):

Negotiated indirect cost	None
(Fixed) administrative fee	\$10,000
Software/materials	N/A
Equipment	N/A
Services	Public safety training
Staff Training	N/A
Other	Strategic partnership

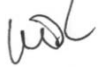
College Goals and Institutional Initiatives Addressed:

College Goal:	III. Promote the community’s economic and cultural development with noncredit programs, continuing education lifelong learning, and targeted partnerships and leadership initiatives.
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Institutional Initiative(s):	3. Continue to promote SPC as a cultural center of the community through development of new partnerships and initiatives.
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January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: William D. Law, Jr., President 
SUBJECT: Florida Department of Education—Expanded Common Placement Testing Proposal for 2010-11

Confirmation is sought to accept funding for an application that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education whereby the College will continue to provide expanded computerized placement testing to eligible and interested high school students pursuant to Sections 1008.30 and 1007.235, Florida Statutes. Authorization is also sought to enter into any necessary Agreements that may be associated with this award.

The College will be compensated at the rate of \$0.94 for any Postsecondary Education Readiness Test (PERT) and \$1.40 per Accuplacer sub-test administered to each student (i.e. Reading Comprehension, Sentence Skills, Elementary Algebra, etc.) up to an amount not to exceed \$41,447.81. The program performance period is from July 1, 2010 through June 30, 2011. The foregoing funds will support the cost of additional placement tests; personnel salaries and benefits; and program related indirect costs. See attached Information Summary for additional information.

Under this program, the College will test students, score tests, summarize scores and report scores to the Department of Education. The College shall include the agreed upon policies and procedures for the testing of high school students in the District Inter-institutional Articulation agreement. This information includes processes for reporting, identifying and testing interested high school students beyond those currently being tested for other purposes.

Suzanne Gardner, Acting General Counsel; Jamelle Conner, Associate Vice President, Business Services; Patrick Rinard, Associate Vice President, Enrollment Management; Lisa Charest, Coordinator, Institutional Research, Planning and Reporting; and Alisha Vitale, Collegewide Testing Coordinator, recommend approval.

Attachment

pwr0112113

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

Date of BOT Meeting: January 18, 2011

Funding Agency or Organization: Florida Department of Education

Name of Competition/Project: Readiness Assessment – Computerized Placement Testing

SPC Application or Sub-Contract: SPC Application

Grant/Project Time Period: **Start:** Upon Execution **End:** 6/30/11

Cabinet Member: Jamelle Conner

Manager: Lisa M. Charest

Focus of Proposal: Funding for the project will provide financial support for costs related to the additional tasks associated with offering the expanded computerized placement testing, which will increase college and career readiness assessment of high school students who indicate an interest in postsecondary education.

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 w/benefits	\$ 9,651.30
Supplies/Materials	\$29,822.81
Indirect Cost	<u>\$ 1,973.70</u>
 Total Budget	 \$41,447.81

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$41,447.81
 Total amount from funder:	 \$41,447.81

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		

Recoverable benefits beyond grant focus (above):

Negotiated indirect cost	N/A
(Fixed) administrative fee	N/A
Software/material	N/A
Equipment	N/A
Services	N/A
Staff Training	N/A
FTE	Future FTE of new and retained students
Other	N/A


College Goals and Institutional Initiatives Addressed:

College Goal:	V. Provide challenging educational opportunities for area high school students through dual enrollment, charter school and similar programs.
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Institutional Initiative:	1. Expand outreach to county high schools, private high schools, and home school students in an effort to increase the number of students making the transition from high school to college ...
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January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: William D. Law, Jr., President 
SUBJECT: Quarterly Informational Report of Construction Contract Approvals Not Exceeding \$325,000

Board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10 authorize the President to approve construction contracts and change orders to construction contracts for extensions of time and for increases in an amount not to exceed CATEGORY FIVE, Florida Statutes 287.017 (currently \$325,000), with the stipulation that the Board of Trustees will be informed of these approvals on a quarterly basis. This memo is to **inform the Board of Trustees** of the following items approved from October 1, 2010 through December 31, 2010 and those not included in the previous Quarterly Report.

- 1) **Approval was granted** to accept Change Order #1 on Project #1707-Q-06-4, Natural Habitat Park and Site Improvement, Seminole Campus, for an extension of time to this project as outlined below. This change has been determined necessary by the staff as part of the project and the requested extension of time is valid.

This Change Order #1 extends the contract duration eight (8) calendar days from July 19, 2010 to July 27, 2010. This time extension is being requested due to unforeseen site conditions discovered after initial soil testing. The soil located where the foundation for the nature bridge was to be installed was softer and less compact than expected based on initial soil samples. Therefore, these unforeseen conditions required a redesign of the bridge foundation. There is no loss of revenue nor additional funding necessary as all associated costs are covered in the project contingency.

Additionally, there was no interruption to instruction or operation of the College as a result of this change order. Final completion remains scheduled for August 16, 2010.

TOTAL CALENDAR DAYS ADDED: 8

- 2) **Approval was granted** to accept Change Order #2 for Project 1707-Q-06-4, Natural Habitat Park and Site Improvement, Seminole Campus, in the deductive amount of (\$78,395.88) for a change in the construction of this project as outlined below. This final accounting change order brings the final Contract Value to \$435,381.19.

Project Contingency:

When the Guaranteed Maximum Price is established at the beginning of the project, an Owner's Contingency is established. This is utilized for Owner changes throughout the project. Part A, as listed below, will deduct the balance of the Project Contingency from the final contract amount.

Part A: Project Contingency Balance **(\$26,124.64)**

Final Status of Direct Purchases and Sales Tax Savings:

As approved by the Board on September 23, 2003, this project utilized the direct purchase program, which resulted in a decrease of (\$52,271.24) from the original Guaranteed Maximum Price for material purchase orders that have been issued directly to other vendors during the course of the project. The project realized a \$3,080.00 tax savings on these purchases, and this savings was transferred into the project contingency and is part of the \$26,124.64 credit in Part A. Part B, as listed below, will deduct the Direct Purchases.

Part B: Direct Purchase: **(\$52,271.24)**

Net Change Order #2 (Parts A & B): (\$78,395.88)

There is no loss of revenue or interruption to operation of the College as a result of this change order.

The details of the final accounting are as follows:

Original Guaranteed Maximum Price (GMP):	\$513,777.07
Change Order #2:	<u>(\$78,395.88)</u>
Final Contract Value:	\$435,381.19

- 3) **Approval was granted** to accept Change Order #1 on Project #151-F-10-15, Remodel for Classrooms, Labs and Offices Phase 4, Downtown Center, for an extension of time to this project as outlined below. This change has been determined by the staff to be needed as part of the project and the requested extension of time is valid.

This Change Order #1 extends the contract duration from August 19, 2010 to October 29, 2010. This time extension is being requested to include Proposal Request #7, remodel existing room #314 into a "Learning Resource Center." There is no loss of revenue, no additional cost and no additional funding necessary as all associated costs are covered in the project contingency. Additionally, there is no interruption to instruction or operation of the College as a result of this change order. Final completion is scheduled for October 25, 2010.

TOTAL CALENDAR DAYS ADDED: 71

- 4) **Approval was granted** to accept Change Order #2 for Project 186-J-07-1, Remodel/Renovate/Roof Annex 2, EpiCenter, in the deductive amount of (\$1,716,114.19)

for this project as outlined below. This final accounting change order brings the final Contract Value to \$6,219,475.81. The details of the final accounting are as follows:

Project Contingency:

When the Guaranteed Maximum Price is established at the beginning of the project, an Owner's Contingency is established. This is utilized for Owner changes throughout the project. Part A, as listed below, will deduct the balance of the Owner's Contingency (including Buyout Contingency) from the final contract amount. The details of Change Order #2 are as follows:

<u>Part A:</u>	Construction Manager Buyout:	(\$86,555.80)
	Owner Contingency:	<u>(\$156,477.49)</u>
	Total Contingency:	(\$243,033.29)

Final Status of Direct Purchases and Sales Tax Savings:

As approved by the Board on September 23, 2003, this project utilized the direct purchase program, which resulted in a decrease of (\$1,473,080.90) from the original GMP for material purchase orders and associated tax savings that have been issued directly to other vendors during the course of the project. Part B, as listed below, will deduct the Direct Purchases and Sales Tax Savings from the final contract amount:

<u>Part B:</u>	Materials-Owner Purchased:	(\$1,388,665.06)
	Total Sales Tax Savings:	<u>(\$84,415.84)</u>
	Total Direct Purchase and Sales Tax Savings:	(\$1,473,080.90)
	NET CHANGE ORDER #1 (Parts A & B):	(\$1,716,114.19)
	Original Guaranteed Maximum Price (GMP):	\$7,935,590.00
	Change Order #1 (Extension of Time)	\$0.00
	Change Order #2 (Final Accounting)	<u>(\$1,716,114.19)</u>
	Final Contract Value:	\$6,219,475.81

- 5) **Approval was granted** to accept the Review of Phase III Construction Documents and Guaranteed Maximum Price (GMP) for Project 186-R-09-5, Upgrade Signage, Tarpon Springs Campus (Incorporated in Project 597-D-10-5), Remodel/Renovate for Classrooms/Labs, Olympia Building, Tarpon Springs Campus.

The architectural firm of Mason Blau, Inc., in conjunction with Peter Brown Construction, Inc. and College staff, has completed Phase III Construction Document Plans for Project 186-R-09-5, Upgrade Signage, Tarpon Springs Campus. This design is based on the Design Criteria Package that was developed by College staff, users and consultants. This project consists of adding four (4) new directional signs on the Tarpon Springs Campus:

1. The first sign to be installed at the corner of the intersection of Klosterman and Belcher roads will be 14'-0" tall with a 7'-0" wide x 5'-0" tall LED message board.

This sign will have 16 millimeter spacing between the LEDs and full color (the previous signs were single color LED with 32 millimeter spacing).

2. The second and third signs will be 10'-0" tall and installed at the Belcher Road entrance and Klosterman Road entrance; they will both be directional with the building names.
3. The fourth sign will be 4'-6" tall and installed on the sidewalk at the south entrance to the Bookstore and Café at the Olympia Building.

All signs have been reviewed and approved by the Provost's Office and Institutional Advancement.

There was approx \$54,193 included in the GMP under Project 597-D-10-5, Remodel/Renovate for Classrooms/Labs, Olympia Building, Tarpon Springs Campus for the foundations and electrical work for these signs.

Peter Brown Construction, Inc. is presently working at the Tarpon Springs Campus on Project 597-D-10-5, Remodel/Renovate for Classrooms/Labs, Olympia Building, Tarpon Springs Campus, and in order to save General Conditions costs for this signage project, this work will be done simultaneously (the itemized project billings will be incorporated into Project 597-D-10-5).

Authorization is requested for the following:

- **To approve the Phase III Construction Plans;**
- **To approve the Guaranteed Maximum Price of \$138,637.76;**
- **Reallocate the \$54,193 from Project 597-D-10-5, Remodel/Renovate for Classrooms/Labs, Olympia Building, Tarpon Springs Campus to Project 186-R-09-5, Upgrade Signage, Tarpon Springs Campus.**


This information is provided by Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services, pursuant to Board of Trustees Rules 6Hx23-6.09 and 6Hx23-6.10.

mdc0107114

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #1 to ARC3 Architecture, Inc. Contract for Miscellaneous Architectural Services Collegewide

At its June 19, 2007 meeting, in the Capital Improvement Program's Board Memo, (Agenda Item IX-L), the Board of Trustees authorized the College to advertise for and select firms for projects under the Professional Services Selection Process.

At the December 17, 2007 Board meeting, the Board approved the selection of ARC3 Architecture, Inc. to provide miscellaneous Architectural Services Collegewide for a period of three years, with an option to extend the contract an additional three years. We would like to execute the extension option of the contract to continue utilizing ARC3 Architecture, Inc. for an additional three years. The scope of projects is limited to \$1,000,000 of construction value per project (design fee) and is a small percentage of the construction value. Additionally, the funds for these services will be covered within the overall construction budget established for each individual project.

Authorization is requested to:

- **approve Amendment #1 to extend the original contract with ARC3 Architecture, Inc., and to assign all projects as necessary for Architectural Services Collegewide for a period of three years (projects are limited to \$1,000,000 per project);**
- **issue all purchase orders in accordance with the contract documents and upon receipt of individual proposals per assigned project (upon successful contract negotiation) without the need for additional approval by the Board (assuming availability of funds); and**
- **adjust the amount of the purchase orders.**


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

mdc0112112

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #1 to the Griner Engineering, Inc. Contract for Miscellaneous Mechanical Engineering Design Services, Collegewide

At its June 20, 2006 meeting, in the Capital Improvement Program's Board Memo, (Agenda Item IX-K), the Board of Trustees authorized the College to advertise for and select firms for projects under the Professional Services Selection Process.

At the May 15, 2007 Board meeting, the Board approved the selection of Griner Engineering, Inc. to provide Miscellaneous Mechanical Engineering Services Collegewide for a period of three years, with an option to extend the contract an additional three years. We would like to execute the extension option of the contract to continue utilizing Griner Engineering, Inc. for an additional three years.

Griner Engineering, Inc. was originally founded in 1968 as an electrical engineering firm, and shortly thereafter added mechanical engineers to its staff. Since that time, Griner Engineering has grown into one of the areas largest mechanical, electrical and plumbing (MEP) engineering firms in Pinellas County, offering full MEP services and specializing in educational facilities MEP design.

Griner Engineering, Inc. offers Leadership in Energy and Environmental Design (LEED) accredited staff. This would allow the College to utilize Griner Engineering, Inc. as our commissioning agent for projects designed as a LEED credited building.

Authorization is requested to:

- **approve Amendment #1 to extend the original contract with Griner Engineering, Inc., and to assign all projects as necessary for Mechanical Engineering Services Collegewide for a period of three years;**
- **issue all purchase orders in accordance with the contract documents and upon receipt of individual proposals per assigned project (upon successful contract negotiation) without the need for additional approval by the Board (assuming availability of funds) and;**
- **adjust the amount of the purchase orders.**


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

mdc0110111

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Quarterly Selection of Pre-Qualified Small Contractors, Revision #18

Board of Trustees Rule 6Hx23-5.12.X, provides that the Facilities Planning and Institutional Services Department may select and pre-qualify several small contractors and sub-contractors for use on an annual basis to perform small miscellaneous construction, remodeling, renovation, maintenance, and/or safety-to-life projects on a vendor rotation basis. Projects may not exceed CATEGORY TWO, Florida Statute 287.017 (currently \$35,000) in cost. All firms are required to be licensed in their particular field and to supply evidence of adequate insurance.

The College will utilize these firms for one year, with an option for renewal based upon acceptable performance, mutual agreement, proper license and insurance and annual approval by the Board of Trustees.

Authorization is sought from the Board of Trustees to add the firm(s) listed in bold type, to the annual list of Pre-Qualified Small Contractors.

CONTRACTORS – AWNING

Thomas Sign & Awning Company (minority)
West Coast Awnings, Inc.

CONTRACTORS – CARPENTRY

None

CONTRACTORS – CARPET/FLOORING

Adrienne Floorcoverings, Inc.

Flooring Worx

Florida Carpet Service

Office & Flooring Worx

SPECTRA Contract Flooring (Tampa Bay)

CONTRACTORS – DOORS

Aldoors of Florida, Inc.

Florida Door Control, Inc.

Orange State Door Control, Inc.

Overhead Door of Clearwater

SM Door & Lighting, Inc.

CONTRACTORS - EARTH WORK

Scotty's Land Development

Sonny Glasbrenner, Inc.

CONTRACTORS - ELECTRICAL

APG Electric

Commercial Electrical Contracting, Inc.

Florida Electrical Service

Himes Electric Co, Inc.

M.C. Dean, Inc.

P & L Electric, Inc.

Progressive Electric, Inc.

CONTRACTORS – FIRE SPRINKLERS

IFS-VSC, Inc. (Ind. Fire & Safety)

Piper Fire Protection

Wayne Automatic Fire Sprinklers, Inc.

CONTRACTORS - GENERAL

A. D. Morgan Corporation

Bay Breeze Enterprises, Inc.

Biltmore Construction Co., Inc.

Castco Construction, Inc. (minority)

David Nelson Construction Co.

Garrard Carpentry, Inc.

Gulf Atlantic Building Contractors, Inc.

Harvard General Contracting, Inc.

Huffman General Contractors

J. Kokolakis Contracting
J.W. Daniels Construction, Inc.
LEMA Construction & Developers, Inc.
Peter R. Brown Construction
Scherer Construction & Engineering
S.L. Construction & Remodeling (minority)
W. G. Mills, Inc.
Wallace Associates, LLC

CONTRACTORS –
IRRIGATION/LANDSCAPING

Commercial Maintenance Services
Florida Ground Control, Inc.
Gary Templeton & Florida’s Finest Landscape
Services, Inc.
Morelli Landscaping, Inc.
Night Owl Irrigation, Inc.
Nik’s Landscaping & Maintenance, Inc.
Professional Grounds Management

CONTRACTORS - MECHANICAL

Airite Air Conditioning, Inc.
Air Masters of Tampa Bay, Inc. (minority)
BCH Mechanical
Bentzel Mechanical, Inc.
Comfort Systems USA
Con-Serv Building Services
Derek Embody & Company
Done Right Insulation, Inc. (minority)
KCSI (minority)
Linc Services, LLC
Prime A/C & Refrigeration, Inc.

CONTRACTORS – PAINTING

Bayside Sandblasting & Painting, Inc.
Caravan Contractors, Inc.
Ganster & Company Inc. (minority)
Lowe’s Painting
Munyan Painting Service
Painters on Demand (minority)
Service Painting Corporation
Sourini Painting & Decorating, Inc.
Vic’s Painting & Reconstruction, Inc

CONTRACTORS - PAVING

All Phase Paving & Sealing, Inc. (minority)
DuraSeal Asphalt Sealing Co.
G.A. Nichols Company
(formerly Florida Highway Maintenance, Inc.)
O’Dell Asphalt and Sealing Co.

CONTRACTORS - PLUMBING

Bentzel Mechanical, Inc.

Besel Plumbing Inc.
C. Lacey Plumbing, Inc.
Cornwall Plumbing, LLC
Dunedin Plumbing, Inc.
High Performance Plumbing

CONTRACTOR – ROOFING

Centimark Corporation
Commercial Roofing Concepts, Inc.
General Works of Tampa, LLC
Professional Roof Technology
THL Enterprises, Inc. (minority)
Tremco Inc.

CONTRACTOR - SAFETY/ALARM

APG Electric
A-Tech Consulting, Inc.
Borrell Fire Systems, Inc.
Commercial Fire & Communications, Inc.
IFS-VSC, Inc. (Ind. Fire & Safety)
Piper Fire Protection
Qualified Systems Contracting
Safe Fire Protection, Inc.
Siemens Industry, Inc.
Simplex Grinnel LP

CONTRACTORS – SIGNAGE

Allen Industries, Inc.
Creative Sign Designs
Signs Now
Thomas Sign & Awning Company (minority)

CONTRACTORS –

TELECOMMUNICATIONS

APG Electric
BCI Integrated Solutions
Com-Tek Communications (minority)
Metro Services Group, Inc.
Wilson Technology Group, Inc. (minority)

CONTRACTORS – TEST & BALANCE

Bay to Bay Balancing, Inc. (minority)
Southern Independent Testing Agency, Inc.
Test and Balance Corporation (TABCO)
The Phoenix Agency, Inc. (minority)

CONTRACTORS – TREE WORK

O’Neils Tree Service
Pinellas Tree Service, Inc.
Yutzy Tree Service

CONTRACTORS – OTHER SPECIALTY

Alternative Building Solutions (minority)

(modular)
AwnClean USA, Inc. (minority) (all types of cleaning)
Bayside Sandblasting & Painting, Inc. (sandblasting)
Cam Connections, Inc. (access control service)
Caravan Contractors, Inc. (wall covering/- window treatment)
DriveTech, Inc. (Variable Speed Drive Service and Electronics Repair Service)

Hangings Unlimited of St. Petersburg (wall covering)
Hartman Integration, Inc. (audio/visual)
Hile's Curtain Specialties, Inc. (vertical blinds)
Infrasource Underground Construction Services
M Space Holdings, LLC (modular partitions)
Media Systems, Inc (audio/visual)
Spectrum Installations, Inc. (furniture installation)
West Coast Fence, Corp. Fence

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

bs0112112

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Lease Agreement between St. Petersburg College and the Honorable C.W. Bill Young, Member of the U.S. House of Representatives, for a Lease of Office Space at the Seminole Library Addition, Seminole Campus

St. Petersburg College (“College”), in conjunction with the Honorable C.W. Bill Young, Member of the House of Representatives (“The U.S. House of Representatives”), has agreed to enter into a new lease agreement for approximately two thousand eight hundred three (2,803) square feet of office space located at the Seminole Library Addition at the Seminole Campus. The lease rate will be \$24.00 per square foot per year for a total annual lease rate of \$67,272.00 (2,803 square feet x \$24.00 per square foot). The term of this lease agreement will begin on January 3, 2011 and will expire on January 2, 2013. The balance of the terms and conditions of this agreement are the same as the previous lease agreement.

The lease agreement is being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental, and lease-purchase of educational facilities and sites, Section (1):

Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Authorization is requested to enter into a lease agreement with the Honorable C.W. Bill Young, a member of the U.S. House of Representatives.

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


Attachment

mdc0105114

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #1 to the Lease Agreement between The Florida Orchestra, Inc., and St. Petersburg College in Partnership for Advancement of Educational Programs and for Long-Term Lease of Facilities at the College's Downtown Center

At the March 20, 2007 Board meeting, the Board approved entering into a lease agreement for space at the Downtown Center with The Florida Orchestra, Inc.

This Amendment will modify the gross square feet (gsf) of leased space from 11,000 to 10,079 (reduction of 921 gsf). This change will allow St. Petersburg College to utilize 367 square feet for three offices for College personnel as well as a 554 square feet storage/general use room. All other terms of the original agreement will remain the same.

This amendment reduces the annual revenue by \$6,649.62 ($\7.22×921 gsf).

Authorization is requested to approve Amendment #1 to the original lease agreement with The Florida Orchestra Inc. to reduce the gross square footage leased to the Orchestra by a total of 921 square feet for use by St. Petersburg College.

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

Attachment

mdc0105112

**FIRST AMENDMENT TO
LEASE AGREEMENT
ST. PETERSBURG COLLEGE AND
THE FLORIDA ORCHESTRA, INC.**

THIS FIRST AMENDMENT is entered into by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and The Florida Orchestra, Inc., a Florida non-profit corporation, whose mailing address is 244 2nd Avenue North, Suite 420, St. Petersburg, FL 33701 (hereinafter, the “Orchestra”)

WITNESSETH:

WHEREAS, the College and the Orchestra did enter into that certain Lease Agreement dated March 23, 2007 whereby the College leased to the Orchestra a portion of the College’s premises located at the College’s Downtown Center, 244 2nd Ave N., St. Petersburg, Florida, 33701 (the “Agreement”); and

WHEREAS, unless otherwise specifically stated in this First Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

WHEREAS, the parties wish to reduce the square footage of leased space from 11,000 to 10,079, a reduction of 921 square feet for the remainder of the lease; and

NOW, THEREFORE, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The gross square footage of the leased space is reduced from 11,000 square feet to 10,079 square feet, a reduction of 921 square feet for the remainder of the term of the lease.

All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this First Amendment conflict with any terms of the Agreement, the provisions of the First Amendment shall govern and control.

IN WITNESS WHEREUNTO the parties set their hands and seals on the dates set forth below.

COLLEGE:

Witnesses as to the College:

By: _____
Name: _____

By: _____
Name: _____

Board of Trustees of St. Petersburg College

By: _____
William D. Law, Jr., President
and Secretary to the Board of
Trustees of St. Petersburg
College

Date: _____

THE FLORIDA ORCHESTRA:

Witnesses as to the Orchestra:

By: _____
Name: _____

By: _____
Name: _____


By: _____
Name: _____
Its: _____

Date: _____

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #1 to the Lease Agreement between St. Petersburg College and Pinellas County Osteopathic Medical Society for a Lease of Office Space at the District Office.

On January 20, 2010, the Board approved a lease agreement between St. Petersburg College and the Pinellas County Osteopathic Medical Society. Amendment #1 will extend this lease agreement for an additional one (1) year term for the same terms and conditions of the original agreement. The lease rate will remain at \$10.61 per square foot per year for a total annual lease amount of \$7,013.21 (661 square feet x \$10.61) and shall run from February 1, 2011 through January 31, 2012. This will be the final one-year extension of this lease to the Pinellas County Osteopathic Medical Society.

The lease agreement amendment is being provided to the Board as required by Florida Statutes, Chapter 1013.15 Lease, rental, and lease-purchase of educational facilities and sites, Section (1):

Prior to entering into or executing any such lease, a board shall consider approval of the lease or lease-purchase agreement at a public meeting, at which a copy of the proposed agreement in its final form shall be available for inspection and review by the public, after due notice as required by law.

Authorization is requested to execute Amendment #1, which extends the lease agreement between St. Petersburg College and Pinellas County Osteopathic Medical Society, for an additional one (1) year term.

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

Attachment

mdc0110111

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN
ST. PETERSBURG COLLEGE
AND
PINELLAS COUNTY OSTEOPATHIC MEDICAL SOCIETY, INCORPORATED**

THIS FIRST AMENDMENT is entered by and between the Board of Trustees of St. Petersburg College, a Florida public body corporate, whose mailing address is P.O. Box 13489, St. Petersburg, Florida 33733, (hereinafter, the “College”) and Pinellas County Osteopathic Medical Society, Incorporated, a non-profit Florida corporation, whose mailing address is P.O. Box 13489, St. Petersburg, FL 33733 (“PCOMS”).

WITNESSETH:

WHEREAS, the College and PCOMS did enter into that certain Lease Agreement dated January 20, 2010 whereby the College leased to PCOMS a portion of the premises located at the St. Petersburg College District Office, located at 6021 142nd Ave., Clearwater, Florida, 32760 (“District Office”); and

WHEREAS, unless otherwise specifically stated in this First Amendment to the contrary, the terms and definitions used herein shall have the same meaning as set forth in the Agreement; and

WHEREAS, the Lease Term is set to expire on January 31, 2011; and

WHEREAS, the College and PCOMS desire to extend the Agreement for an additional one (1) year term beginning on February 1, 2011 and continuing through and until January 31, 2012 (“Final Term”) on such terms and conditions as are set forth in the Agreement; and

WHEREAS, the College and PCOMS acknowledge that the lease will not be extended upon the expiration of the Final Term; and

NOW, THEREFORE, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.
2. The Term of the Agreement shall be extended for a Final Term of one (1) year beginning on February 1, 2011 and continuing through and until January 31, 2012.
3. This Agreement will not be extended upon the expiration of the Final Term.

All other terms and conditions of the Agreement shall remain in full force and effect except as specifically modified herein. If any of the provisions of this First Amendment conflict with any terms of the Agreement, the provisions of the First Amendment shall govern and control.

IN WITNESS WHEREUNTO the parties set their hands and seals on the dates set forth below.

Witnesses as to the College:

By: _____
Name: _____

By: _____
Name: _____

Board of Trustees of St. Petersburg College

By: _____
William D. Law, Jr., President
of the College and Secretary to the
Board of Trustees

Date: _____

Witnesses as to Pinellas County
Osteopathic Medical Society:

By _____
Name: _____

By: _____
Name: _____

Pinellas County Osteopathic Medical
Society, Incorporated

By: _____
Name: _____
Its: _____

Date: _____

January 18, 2011

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:

HIRE Budgeted			
Effect. Date	Name	Department/Location	Title
12/11/2010	Hannah, Marchelle V	Counseling & Advisement SPG	Staff Assistant
11/29/2010	Hartnett, Thomas S	Custodial Services SE	Custodian I
12/11/2010	Kurleman, Francis A	Landscape Services SPG	Landscaper
12/11/2010	Lambert, Stacy A.	College Student Supp Svcs DO	Student Services Officer
12/6/2010	Lockhart, Amy G.	Accounting Services	Senior Accountant
12/2/2010	Manly, Theron W	College of Education	Acting Dean, Bacc. Programs
11/29/2010	Shellhorn, Wendy L	BA Programs/UPC	Instructor-12 month

HIRE Temporary/Supplemental			
Effect. Date	Name	Department/Location	Title
12/15/2010	Biglow Jr, David A	Fine & Applied Arts SPG	Federal Work Study Student
12/7/2010	Blackman, Christina L	Graphic Design Technology SE	Instructor - Temporary Credit
12/11/2010	Cargill, Warren G	Facilities Plan & Inst Svcs	OPS Career Level 3
12/3/2010	Coleman, Jean S	Distance Learning TV SE	Instructor - Temporary Credit
12/15/2010	Culp, Bethany I.	Corporate Training E&SS DO	Instructor- Temporary Non-Cred
12/7/2010	Elek, Jason M	Distance Learning TV SE	Instructor - Temporary Credit
12/7/2010	Howsare, Todd L	Dual Credit - AC	Instructor - Temporary Credit
11/30/2010	Joseph, Sharon M	Provost SE	Student Assistant
12/11/2010	Lechner, Jennifer L.	Social Science SE	Lump sum -Spec.Proj.
12/3/2010	Love, Wees J	Natural Science SPG	Instructor - Temporary Credit
12/4/2010	Miller, Laurel A.	Mathematics CL	Other Professional- Temporary
12/16/2010	Pizanias, John M	Landscape Services TS	OPS Career Level 1
12/14/2010	Senack, Erin L.	Student Activities HC	Lump sum -Spec.Proj.
12/11/2010	Young, Katherine G.	Fine & Applied Arts SPG	Lump sum -Spec.Proj.

REHIRE Temporary/Supplemental

Effect. Date	Name	Department/Location	Title
12/11/2010	Bodie,Matthew D.	Tarpon Springs Center Provost	Lump sum -Spec.Proj.
12/11/2010	Braccio,Joseph K.	Student Activities SPG	Lump sum -Spec.Proj.
12/16/2010	Chavez,Brianna L	Business Technologies CL	Federal Work Study Student
12/3/2010	Flynn,Anita Jean	Scholarships/Stu Fin Assist CL	Federal Work Study Student
12/3/2010	Knight,Timothy	CJI AA/AS DOC AC	Instructor- Temporary Non-Cred
12/3/2010	Knight,Timothy	CJI AA/AS DOC AC	Instructor- Temporary Non-Cred
12/11/2010	Michael,Marilyn	Fine & Applied Arts SPG	Other Professional- Temporary
12/15/2010	Vinson,Mykiera L	District Library DO	Federal Work Study Student

TRANSFER/PROMOTION Budgeted


Effect. Date	Name	Department/Location	Title
12/11/2010	Banchs,Harry	Facilities Services DO	Custodial Crew Leader I
1/10/2011	Gardner, Suzanne	General Counsel DO	Acting General Counsel
11/22/2010	Swift,Christopher	SE Public Safety Institute AC	Technology Project Manager

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; Patty Curtin Jones, Vice President, Human Resources & Public Affairs; and the Cabinet members bringing the actions forward, recommend approval.

emg0112113

January 18, 2011

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: William D. Law, Jr., President 
SUBJECT: Financial Reports for FY10-11 December 1-December 31

Attached for information are the financial reports for FY10-11 December 1-December 31 time period. These reports have been expanded to include a budget to actual expense analysis.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology, and Jamelle Conner, Associate Vice President, Institutional Research, Planning, Budget and Compliance, recommend approval.

Attachments

yvm0110111

ST. PETERSBURG COLLEGE
FY2010-2011 FUND 10 AND 12 BUDGET TO ACTUAL REPORTING: July 1 - December 31

Revenue	FY09-10 Budget	FY09-10 YTD Actual	% To Budget	FY10-11 Budget	FY10-11 YTD Actual	% of YTD	Year to Date	\$ YOY Variance
						Budgeted Revenue		
Revenue								
Student Tuition & Out-of-State Fees	\$ 44,157,443	\$ 39,031,996	88.4%	\$ 55,235,961	\$ 45,436,971	82.3%	\$	6,404,975
State Appropriation - CCPF	\$ 47,727,373	\$ 24,087,289	50.5%	\$ 55,674,039	\$ 27,960,381	50.2%	\$	3,873,092
Federal Stabilization Funds	\$ 5,097,571	\$ 3,167,959	62.1%	\$ 5,180,294	\$ 3,741,975	72.2%	\$	574,016
State Appropriation - Lottery	\$ 6,777,857	\$ -	0.0%	\$ 7,279,093	\$ -	0.0%	\$	-
Operating Cost for New Facilities	\$ 315,104	\$ -	0.0%	\$ 78,354	\$ -	0.0%	\$	-
State Appropriation - Bacc Program Fund	\$ 5,572,901	\$ 2,786,308	50.0%				\$	(2,786,308)
Distance Learning Fee	\$ 2,180,968	\$ 2,373,971	108.8%	\$ 3,026,400	\$ 2,293,122	75.8%	\$	(80,848)
Technology Fee	\$ 1,952,264	\$ 1,922,839	98.5%	\$ 2,475,440	\$ 2,227,279	90.0%	\$	304,441
Other Revenues	\$ 4,351,831	\$ 1,915,873	44.0%	\$ 3,911,923	\$ 1,757,602	44.9%	\$	(158,272)
Other Student Fees	\$ 1,801,634	\$ 755,725	41.9%	\$ 1,821,439	\$ 808,773	44.4%	\$	53,048
Fund Transfers In	\$ 1,029,753	\$ 5,791	0.6%	\$ 2,344,940	\$ 855	0.0%	\$	(4,936)
Revenue Stabilization Reserve	\$ 2,150,500	\$ -	0.0%	\$ 3,150,500	\$ -	0.0%	\$	-
Total Revenues - Fund 10 and 12	\$ 123,115,199	\$ 76,047,751	61.8%	\$ 140,178,383	\$ 84,226,959	60.1%	58%	\$ 8,179,208
Operating Costs								
	FY09-10 Budget	FY09-10 YTD Actual	% To Budget	FY10-11 Budget	FY10-11 YTD Actual	% of YTD Expense	Year to Date %	\$ YOY Variance
Personnel & Benefits								
Instructional	\$ 33,021,800	\$ 17,390,386	52.7%	\$ 37,533,133	\$ 18,698,275	49.8%	\$	1,307,888
Administrative	\$ 16,001,726	\$ 9,666,139	60.4%	\$ 17,907,721	\$ 10,551,748	58.9%	\$	885,609
Career (Non-Instructional)	\$ 19,736,243	\$ 10,050,922	50.9%	\$ 21,832,241	\$ 10,311,043	47.2%	\$	260,121
OPS and Overtime	\$ 1,656,228	\$ 865,809	52.3%	\$ 1,925,498	\$ 1,026,682	53.3%	\$	160,873
Student Assistants	\$ 500,000	\$ 163,236	32.6%	\$ 500,000	\$ 175,906	35.2%	\$	12,670
Personnel Benefits	\$ 21,969,320	\$ 10,776,603	49.1%	\$ 23,073,659	\$ 11,696,941	50.7%	\$	920,338
Total Personnel & Benefits	\$ 92,885,317	\$ 48,913,095	52.7%	\$ 102,772,253	\$ 52,460,595	51.0%	50%	\$ 3,547,500
Current Expense								
Travel	\$ 515,721	\$ 144,047	27.9%	\$ 472,606	\$ 279,275	59.1%	\$	135,228
Repairs & Maintenance	\$ 960,477	\$ 586,505	61.1%	\$ 948,643	\$ 428,329	45.2%	\$	(158,176)
Rentals/Leases	\$ 209,071	\$ 102,724	49.1%	\$ 397,153	\$ 181,917	45.8%	\$	79,193
Insurance (Non-Health)	\$ 2,028,175	\$ 1,284,563	63.3%	\$ 2,025,147	\$ 1,248,567	61.7%	\$	(35,996)
Utilities	\$ 6,000,000	\$ 2,852,174	47.5%	\$ 6,401,500	\$ 2,919,005	45.6%	\$	66,831
Services and Fees	\$ 3,517,797	\$ 1,299,169	36.9%	\$ 4,066,634	\$ 1,494,541	36.8%	\$	195,371
Scholarships/Fee Waivers	\$ 497,730	\$ 393,056	79.0%	\$ 1,110,895	\$ 260,124	23.4%	\$	(132,932)
Materials and Supplies	\$ 5,414,467	\$ 1,750,258	32.3%	\$ 5,595,954	\$ 2,107,929	37.7%	\$	357,672
Tech Expense/Licensing	\$ 1,755,000	\$ 798,231	45.5%	\$ 1,956,061	\$ 1,170,747	59.9%	\$	372,517
Other Current Expense	\$ 5,591,182	\$ 117,594	2.1%	\$ 6,767,625	\$ 474,610	7.0%	\$	357,016
Total Current Expense	\$ 26,489,620	\$ 9,328,320	35.2%	\$ 29,742,218	\$ 10,565,043	35.5%	35%	\$ 1,236,723
Capital Spending								
Computer Refresh Leases	\$ 1,778,959	\$ 718,900	40.4%	\$ 2,126,836	\$ 993,699	46.7%	\$	274,798
Capital Purchases- Non-Recurring	\$ 1,932,522	\$ 337,372	17.5%	\$ 1,024,978	\$ 632,710	61.7%	\$	295,338
Debt Service - Construction Obligations	\$ -	\$ -	-	\$ 4,500,000	\$ -	0.0%	\$	-
Total Capital Spending	\$ 3,711,481	\$ 1,056,273	28.5%	\$ 7,651,814	\$ 1,626,409	21.3%	11%	\$ 570,136
Total Operating Costs - Fund 10 and 12	\$ 123,086,418	\$ 59,297,688	48.2%	\$ 140,166,285	\$ 64,652,047	46.1%	45%	\$ 5,354,359
Total Remaining Funds (Surplus/Deficit) \$	28,781	\$ 16,750,063		\$ 12,098	\$ 19,574,912			\$ 2,824,849

Board of Trustees Financial Report

January 2011

ST. PETERSBURG COLLEGE

FY2010-2011 FUND 10 AND 12 BUDGET TO ACTUAL REPORTING: July 1 - December 31

Revenue	FY09-10		% To Budget	FY10-11		% of YTD Budgeted Revenue	Year to Date % Trend	\$ YOY Variance
	Budget	YTD Actual		Budget	YTD Actual			
Revenue								
Student Tuition & Out-of-State Fees	\$ 44,157,443	\$ 39,031,996	88.4%	\$ 55,235,961	\$ 45,436,971	82.3%		\$ 6,404,975
State Appropriation - CCPF	\$ 47,727,373	\$ 24,087,289	50.5%	\$ 55,674,039	\$ 27,960,381	50.2%		\$ 3,873,092
Federal Stabilization Funds	\$ 5,097,571	\$ 3,167,959	62.1%	\$ 5,180,294	\$ 3,741,975	72.2%		\$ 574,016
State Appropriation - Lottery	\$ 6,777,857	\$ -	0.0%	\$ 7,279,093	\$ -	0.0%		\$ -
Operating Cost for New Facilities	\$ 315,104	\$ -	0.0%	\$ 78,354	\$ -	0.0%		\$ -
State Appropriation - Bacc Program Fund	\$ 5,572,901	\$ 2,786,308	50.0%					\$ (2,786,308)
Distance Learning Fee	\$ 2,180,968	\$ 2,373,971	108.8%	\$ 3,026,400	\$ 2,293,122	75.8%		\$ (80,848)
Technology Fee	\$ 1,952,264	\$ 1,922,839	98.5%	\$ 2,475,440	\$ 2,227,279	90.0%		\$ 304,441
Other Revenues	\$ 4,351,831	\$ 1,915,873	44.0%	\$ 3,911,923	\$ 1,757,602	44.9%		\$ (158,272)
Other Student Fees	\$ 1,801,634	\$ 755,725	41.9%	\$ 1,821,439	\$ 808,773	44.4%		\$ 53,048
Fund Transfers In	\$ 1,029,753	\$ 5,791	0.6%	\$ 2,344,940	\$ 855	0.0%		\$ (4,936)
Revenue Stabilization Reserve	\$ 2,150,500	\$ -	0.0%	\$ 3,150,500	\$ -	0.0%		\$ -
Total Revenues - Fund 10 and 12	\$ 123,115,199	\$ 76,047,751	61.8%	\$ 140,178,383	\$ 84,226,959	60.1%	58%	\$ 8,179,208
Operating Costs								
	FY09-10 Budget	FY09-10 YTD Actual	% To Budget	FY10-11 Budget	FY10-11 YTD Actual	% of YTD Expense	Year to Date %	\$ YOY Variance
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Debt Service - Construction Obligations	\$ -	\$ -		\$ 4,500,000	\$ -	0.0%		\$ -
Total Capital Spending	\$ 3,711,481	\$ 1,056,273	28.5%	\$ 7,651,814	\$ 1,626,409	21.3%	11%	\$ 570,136
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Total Remaining Funds (Surplus/Deficit)	\$ 28,781	\$ 16,750,063		\$ 12,098	\$ 19,574,912			\$ 2,824,849

St. Petersburg College

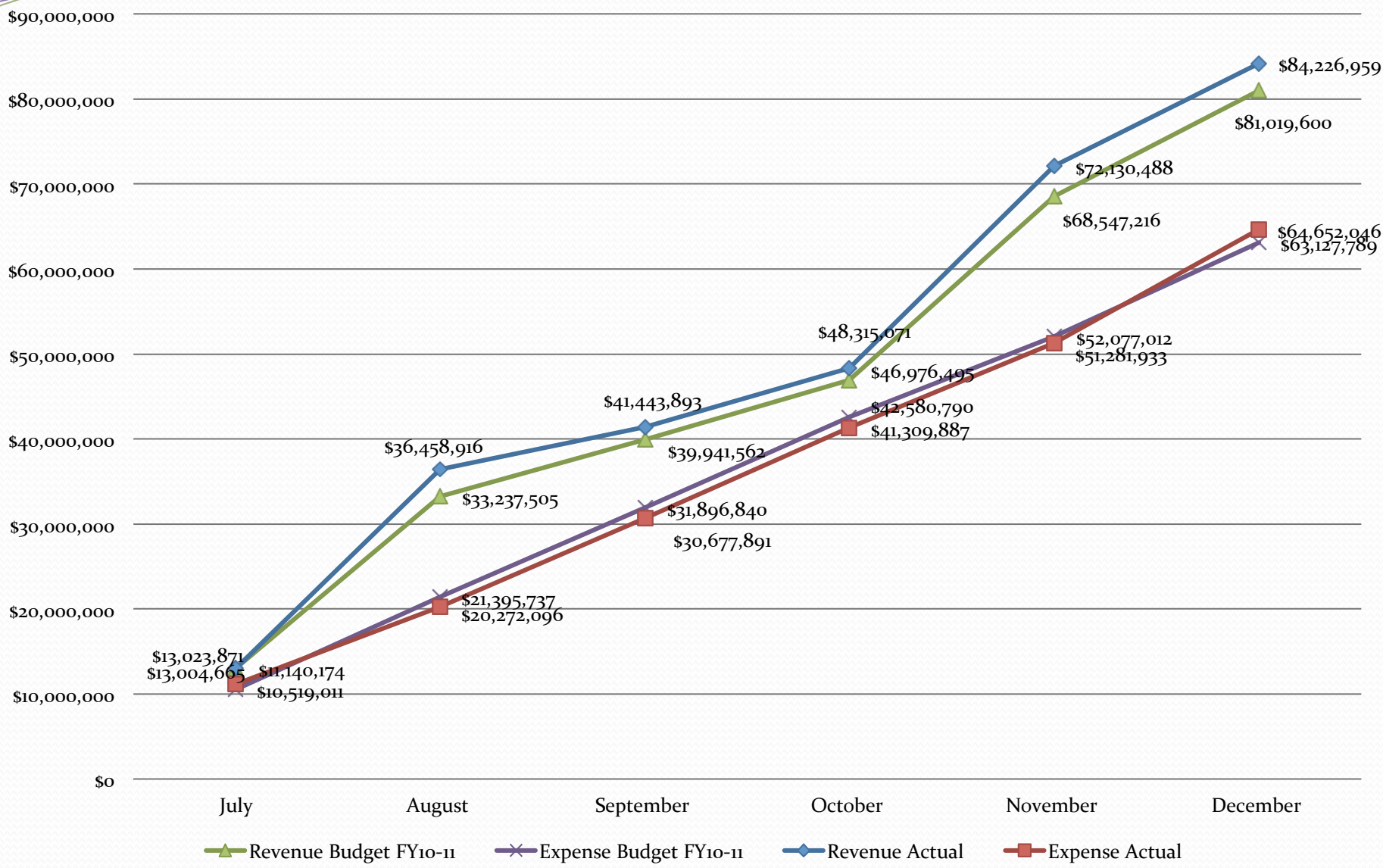
Year-To-Date Statement of Revenue and Expenses

Fund 10 and 12

FY10-11 November and December

	FY10-11 Prior Mth Act (at time of BOT Mtg)	FY10-11 Cur Mth Act	Variance	% Variance
Revenues				
State Government	\$23,304,942	\$27,960,381	\$4,655,439	19.98%
Stimulus Funds	\$2,633,330	\$3,741,975	\$1,108,645	42.10%
Student Fees	\$40,298,259	\$50,766,146	\$10,467,887	25.98%
Other Revenue	\$1,455,214	\$1,757,602	\$302,388	20.78%
Fund Transfers In	\$601	\$855	\$254	42.26%
Total Revenues	\$67,692,346	\$84,226,959	\$16,534,613	24.43%
Expenses				
Personnel and Benefits	\$40,867,178	\$52,460,594	\$11,593,416	28.37%
Current Expenses	\$9,915,843	\$11,558,742	\$1,642,899	16.57%
Capital	\$545,907	\$632,710	\$86,803	15.90%
Total Expenses	\$51,328,928	\$64,652,046	\$13,323,118	25.96%
Total Revenues Over Expenses	\$16,363,418	\$19,574,913	\$3,211,495	19.63%

FY10-11 Monthly Revenue and Expense Budget To Date



District Office Lease – Instructions

No leases can be signed before they have been approved by the Administrative Counsel.

District Office Leases for the 112th Congress may not commence prior to January 3, 2011.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 112th Congress, leases should end on January 2, 2013, not December 31, 2012.

- The opening paragraph has three blank lines to be filled in:
 1. Landlord's name
 2. Landlord's address
 3. Member/Member-Elect's name
- Paragraph 1 has four blank lines to be filled in: (1) Square footage of office that is being leased (optional); (2) Address of office being leased; (3) City and state where office is being leased; and (4) Number of parking spaces included (write "zero" if no parking spaces are included).
- Paragraph 2 has two blank lines to be filled in: (1) Date lease begins and (2) Date lease ends (must be on or before January 2, 2013).
- Paragraph 3 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- Paragraph 4 has one blank line – the number of days notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- Paragraphs 5–7 may not be altered or deleted.
- Paragraph 8 has space provided to list any additional lease provisions.
- **Prior to signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the lease. Please submit the proposed lease and District Office Lease Attachment either by inter-office mail (217 Ford House Office Building), e-mail (leases@mail.house.gov), or fax (202-225-6999).
- **The Member/ Member-Elect is required to personally sign the document.**
- **A signed and dated District Office Lease Attachment must accompany this lease.**
- Once signed by both parties, the Lease (and the Attachment) must be submitted to Administrative Counsel for final approval (217 Ford House Office Building). It may be faxed to 202-225-6999, but the original still must be submitted after faxing.
- If approved, Counsel will send it to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the lease is approved.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 2 – version 1.12)

Pursuant to 2 U.S.C. § 57, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts,

_____, _____

(Landlord's name)

(Landlord's street address, city, state, zip code)

("LESSOR"), and _____, a Member/ Member Elect of the U.S. House of Representatives ("LESSEE"), agree as follows:

1. LESSOR shall lease to LESSEE _____square feet of office space located at _____ in the city and state of _____. _____ assigned or unassigned (please check one) parking spaces are included in the Lease.
2. LESSEE shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2013, which is the end of the constitutional term of the Congress to which the Member is elected.
3. The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this LEASE shall be prorated on a daily basis for any fraction of a month of occupancy.
4. This LEASE may be terminated by either party giving _____ days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
5. During the effective term of this LEASE, rent payments under paragraph 3 shall be remitted to the LESSOR by the Chief Administrative Officer of the U.S. House of Representatives ("CAO") on behalf of the LESSEE.

District Office Lease

(Page 2 of 2 – version 1.12)

6. The District Office Lease Attachment attached hereto is incorporated herein by reference, and this LEASE shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment.
7. Any amendments, additions or modifications to this LEASE inconsistent with paragraphs 1 through 6 above shall have no force or effect to the extent of such inconsistency.
8. Additionally, the LESSOR and the LESSEE agree

Print Name (LESSOR / Landlord)

Print Name (LESSEE)

LESSOR Signature

LESSEE Signature

(Date)

(Date)

District Office Lease Attachment- Instructions

The District Office Lease Attachment (“ATTACHMENT”) is a three-page document that must accompany *every* lease that is submitted for a Member/Member-Elect’s District offices.

No leases can be signed before they have been approved by the Administrative Counsel.

District Office Leases for the 112th Congress may not commence prior to January 3, 2011.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 112th Congress, leases should end on January 2, 2013, not December 31, 2012.

Three things are required:

- 1) The signature of the Landlord and date.
- 2) The signature of the Member/ Member-Elect of Congress and date.
- 3) Contact information for the person in the Member/ Member-Elect’s office whom we should call if there are any problems or questions (the chief of staff, district director, scheduler, etc.).

A few things to keep in mind:

- **The Member/ Member-Elect is required to personally sign the document.**
- The ATTACHMENT may not have any provisions deleted or changed.
- Even if rent is zero, an ATTACHMENT is still required.
- **Prior to signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the ATTACHMENT, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the lease. Please submit the proposed lease and ATTACHMENT either by inter-office mail (217 Ford House Office Building), e-mail (leases@mail.house.gov), or fax (202-225-6999).
- Once signed by both parties, the Lease or Amendment **and** the ATTACHMENT may be faxed to 202-225-6999, but the original must also be submitted. The ATTACHMENT should be submitted at the same time the lease is sent to the Administrative Counsel.
- Without a properly signed and submitted ATTACHMENT, the lease cannot be approved and payments will not be made.
- The parties agree that any charges for default, early termination, or cancellation of the LEASE which result from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE, and are not reimbursable from the Member’s MRA.

District Office Lease Attachment

(Page 1 of 3 – version 1.12)

1. LESSOR (Landlord) and LESSEE (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“ATTACHMENT”) is incorporated into and made part of the Lease (“LEASE”) to which it is attached.
2. LESSOR expressly acknowledges that neither the U.S. House of Representatives (“HOUSE”) nor its Officers are liable for the performance of the LEASE. LESSOR further expressly acknowledges that payments made by the Chief Administrative Officer of the HOUSE (“CAO”) to LESSOR to satisfy LESSEE’s rent obligations under the LEASE – which payments are made solely on behalf of LESSEE in support of his/her official and representational duties as a Member of the HOUSE – shall create no legal obligation or liability on the part of the CAO or the HOUSE whatsoever. LESSEE shall be solely responsible for the performance of the LEASE and LESSOR expressly agrees to look solely to LESSEE for such performance.
3. Any amendment to the LEASE must be in writing and signed by the LESSOR and LESSEE. LESSOR and LESSEE also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and approve any amendment to the LEASE prior to its execution.
4. LESSOR and LESSEE understand and acknowledge that the LEASE shall not be valid, and the CAO will not authorize the disbursement of funds to the LESSOR, until the Administrative Counsel has reviewed the LEASE to determine that it complies with the Rules of the HOUSE and the Regulations of the Committee on House Administration, and approved the LEASE by signing on page 3.
5. The LEASE is a fixed term lease with monthly installments for which payment is due at the end of each calendar month. In the event of a payment dispute, LESSOR agrees to contact the Office of Finance of the HOUSE at 202-225-7474 to attempt to resolve the dispute before contacting LESSEE.
6. Any provision in the LEASE purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the LEASE purporting to vary the dollar amount of the rent specified in the LEASE by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the LEASE shall have no force or effect. The parties agree that any charges for default, early termination, or cancellation of the LEASE which results from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE, and shall not be paid by the CAO on behalf of the LESSEE.
7. In the event LESSEE dies, resigns, or is removed from office during the term of this LEASE, the Clerk of the HOUSE may, at his or her sole option, either: (a) terminate this LEASE by giving thirty (30) days prior written notice to LESSOR; or (b) assume the obligation of the LEASE and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the LESSEE’s successor. In the event the Clerk elects to terminate the LEASE, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the LESSOR or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 3 – version 1.12)

8. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected. Should the Member-Elect not take office and serve as a Member of the 112th Congress, the lease will be considered null and void.
9. If either LESSOR or LESSEE terminates the LEASE under the terms of the LEASE, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, 241 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
10. LESSOR agrees to promptly notify LESSEE in writing in the event LESSOR sells, transfers, or otherwise disposes of the leased premises; in the event LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. LESSEE shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, 241 Longworth House Office Building, Washington, D.C. 20515.
11. LESSOR agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, carpets, elevators, escalators, entryways, exits, alleys, and other like areas. LESSOR also agrees to maintain, repair in good order, or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, carpets, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment serving the premises. LESSOR shall be liable for any damage, either to persons or property, sustained by LESSEE or any of his or her employees or guests, caused by LESSOR's failure to fulfill its obligations under this paragraph.
12. LESSOR agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the LESSEE to purchase private liability insurance.
13. LESSOR agrees that neither LESSEE nor the HOUSE nor any of the HOUSE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of the LEASE or LESSEE's tenancy.
14. LESSOR shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act).
15. LESSOR agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
16. LESSOR shall promptly refund to the CAO, without formal demand, any payment made to the LESSOR by the CAO for any period for which rent is not owed because the LEASE has ended or been terminated.

District Office Lease Attachment

(Page 3 of 3 – version 1.12)

- 17. Should any provision of this ATTACHMENT be inconsistent with any provision of the attached LEASE (or with any subsequent or additional amendments thereto), the provisions of this ATTACHMENT shall control, and those inconsistent provisions of the LEASE (or any subsequent or additional amendments thereto), shall have no force and effect to the extent of such inconsistency.
- 18. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 19. This lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The LESSOR and LESSEE certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 20. The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

_____	_____
Print Name (LESSOR)	Print Name (LESSEE)
_____	_____
LESSOR Signature	LESSEE Signature
_____	_____
(Date)	(Date)

From the Member's Office, who should be contacted with questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov
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This District Office Lease Attachment and the attached LEASE have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

<p>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.</p>
