

AGENDA

**ST. PETERSBURG COLLEGE BOARD OF TRUSTEES
TUESDAY, March 20, 2012**

**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. Dr. Hildegarde Shirley (*attending*)
 - 2. Maria Osterhoudt (*in memoriam*)

III. COMMENTS

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

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of February 21, 2012

V. MONTHLY REPORTS

- A. Board Attorney – Joseph H. Lang
- B. Acting General Counsel – Suzanne Gardner
- C. Dr. Phil Nicotera, Provost, Health Education Center; Dr. Stan Vittetoe, Provost, Clearwater; Dr. Karen Kaufman White, Provost, St/ Petersburg/Gibbs
- D. Linda Ruble, Career Service Council

VI. OLD BUSINESS (items previously considered but not finalized) - None

VII. NEW BUSINESS

A. STUDENT SUCCESS AND ACHIEVEMENT

1. African American Males Retention Initiative (Dr. Carney) (*Information*)
2. Online Education Pilot Project (Dr. Olliver) (*Information*)

B. BIDS, EXPENDITURES AND CONTRACTS (through Purchasing)

1. Bookstore Services (*Action*)
 - a. Bookstore RFP attachment
 - b. Bookstore presentation
2. Agreement between St. Petersburg College and Nature's Table, Inc. for a lease of space at the Downtown Center (*Action*)
 - a. Final Natures Table Tenant Lease 3 12 2012

C. OTHER EXPENDITURES AND CONTRACTS - **None**

D. GRANTS/RESTRICTED FUNDS CONTRACTS - **None**

E. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

1. Resolution to Terminate M.M. Bennett Library, Clearwater Campus (*Action*)
 - a. Resolution to Terminate attachment
2. Amendment to Educational Plant Survey, M.M. Bennett Library Spot Survey, Clearwater Campus (*Action*)
 - a. Amendment 11, Spot Survey 11
3. Advertising for Architectural Services for Clearwater Campus Library (*Action*)
4. Amendment 13, Construct Marine Science Lab, Classrooms and Site Improvements, Utilities, Bay Pines Center (*Action*)
 - a. Amendment 13 attachment
5. Disposition of Surplus or Obsolete Property (Survey 541) March 2012 (*Action*)

F. AGENCY BILLINGS – **None**

G. ADMINISTRATIVE

1. Human Resources
 - a. Personnel Report (*Action*)
 - b. Classification & Compensation Study (*Information*)
2. Finance
 - a. Monthly Financial Reports (*Information*)
 - b. 2012-13 Budget Update (*Information*)

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

I. LEGISLATIVE MATTERS

1. Budget/Finance* (*Information*)
2. Non-budget* (*Information*)

VIII. PRESIDENT’S REPORT

- A. Achieving the Dream (*Information*)
- B. Trade Adjustment Assistance Community College and Career Training (TAACCT) (*Information*)

IX. FUTURE AGENDA ITEMS

X. NEXT MEETING DATE AND SITE

April 17, 2012, Allstate, DeSoto Room 103

XI. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting March 20, 2012, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

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

***No packet enclosure**

Date Advertised: March 2, 2012

Confirmation of Publication

[Notice of meeting](#)



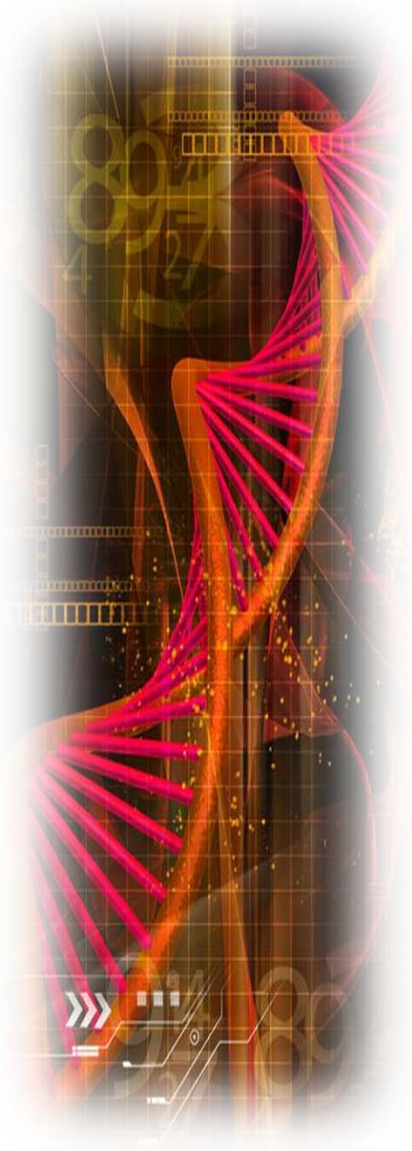
Outcomes - Health Programs

- Success Rate of all Health Programs - 89.2%
- Average Job Placement Rates - 95.4%

-
- Number of Applicants for Health Programs – 2169
 - Averages 3 applicants for each available seat

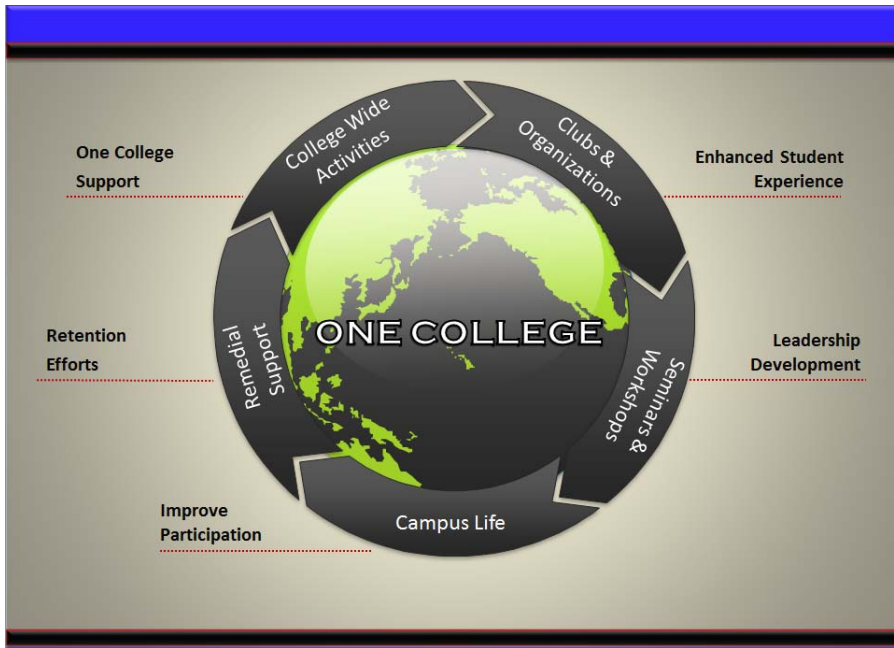
Baccalaureate Biology Program

- **GROWING FAST!!!**
 - **Student Admissions**
 - Began January 2010 with 36 students admitted
 - Today we have 343 students admitted
 - **An increase of 950% in 5 semesters**
 - **Enrollment: Student Semester Hours (SSH)**
 - Last Fall = 272 SSH; this Fall = 997 SSH
 - An increase of 256% in one year!
- **EXPANDING CURRICULUM**
 - **Offer 28 Upper Division Biology courses**
 - Began with 7 courses; developed 21 new courses
 - **Developing Tracks within the Biology degree**
 - **Biotechnology Emphasis**
 - **Biomedical Emphasis**
 - **Ecology & Organismal Biology Emphasis**



2011-12 SGA Officers Set the Course for Budget Management and Accountability

2011-12 SGA Officers Set the Course for Budget Management and Accountability



Marylene Poyhanya, Trevor Bryant, Ryland Ortiz, Deniann Grant, Breshea Revels, Tiffany Stafford, Jhosue Garcia (not pictured).

WHAT HAVE WE DONE?

- ◆ Leadership Development
- ◆ Increased student involvement in campus activities
- ◆ Assisted students with their transportation issues
- ◆ Helped to maintain a comfortable campus environment
- ◆ Supported college wide activities
- ◆ Helped to make students more aware of legislative, academic, and campus issues
- ◆ Funded various clubs/organizations and supported their initiatives
- ◆ Developed a fair and timely process for proposal submissions
- ◆ Supported various departments on our campus through funding, and effective communication

Student Government Association Proposal Assessment Rubric

Name of Entity Requesting Proposal: _____ Name of Person Submitting Proposal: _____
 Date Submitted: _____ Total Amount Requested: _____

Dimension/Task	Poor (1 pt.)	Fair (2 pts.)	Average (3 pts.)	Very Good (4 pts.)	Excellent (5 pts.)
1. Rate this proposals direct benefit to the Student Body.					
2. Rate the requesting parties participation level on-campus and in the activities.					
3. Rate the effectiveness of the requesting parties' proposal.					
4. Rate the timing and logistics of this proposals submission					
5. Rate this proposal support to SPC's Institutional Goals and Objectives and SGA's strategic plan.					

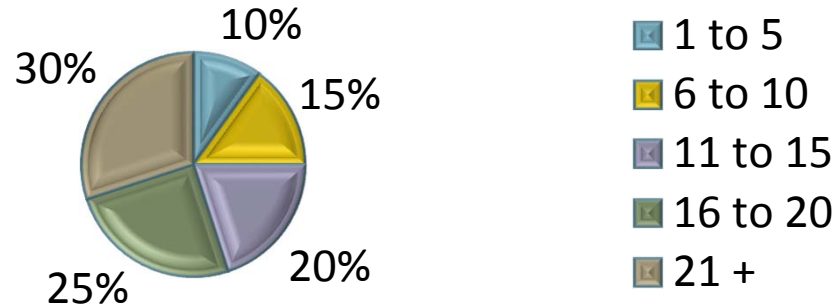
Total: _____ Poor: 0-4 Fair: 5-9 Average: 10-14 Very Good: 15-19 Excellent: 20-25

Student Government Comments:

SGA Member's Signature: _____ Date _____
 Advisor Signature: _____ Date _____

SPC Career Service Employees

Years of Service With SPC



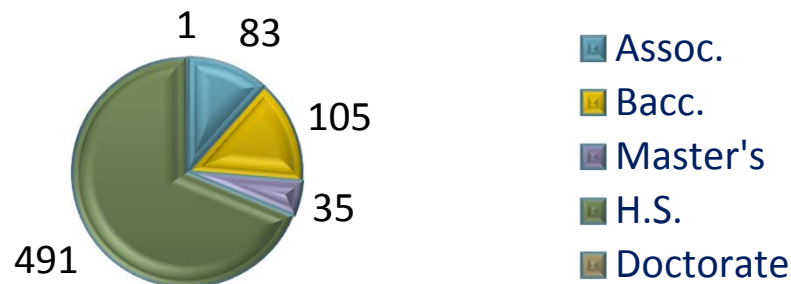
Scores of Professional & Trades Certificates/Licenses

HVAC/Electrical/Building
 Healthcare Professions
 Real Estate
 Human Resources
 Horticulture

Security & Law Enforcement
 Custodial State Certification
 Paralegal
 Risk Management
 Emergency Management

Computer/I.S. Technology
 Sign Language Interpreter
 Firefighter
 Clergy
 Immigration & Customs Enforcement

Degrees/Diplomas



African American Males Retention Initiative

Fall 2011 FTIC Cohort Tarpon Spring Campus

▶ Actions Taken

- ❖ Obtained student status from faculty
- ❖ Coupled inputs with academic history
- ❖ Selected advisors and counselors
- ❖ Divided students into two groups

▶ Lessons Learned

- ❖ Faculty and staff enthusiasm
- ❖ The more touches, the more student sharing
- ❖ Some students receptive to limited help
- ❖ Reach-out model is effective for small student populations



HOUSE BILL 5201

DRAFT 1/27/2012 10:54:15 AM



Florida's Academic Counseling & Tracking for Students (FACTS.org) is the online student advising system.

facts.org



The **College Center for Library Automation (CCLA)** is the resource support organization for the Florida College System (FCS).

cclaflorida.org



The **Florida Center for Library Automation (FCLA)** is the resource support organization for the State University System (SUS).

fcla.edu



Florida Distance Learning Consortium
www.distancelearn.org

The **Florida Distance Learning Consortium** coordinates the delivery of all distance learning for all Florida postsecondary institutions.

fidlc.org

Transient Student Admissions Application
Registration and credit transfer process for distance learning courses

College or Program Search
A search engine for researching programs at Florida postsecondary institutions

Choices FLORIDA Explore Careers
An online career planner

LINCC web
The union catalog for the FCS

K12 Search Florida's K-12 Libraries
The union catalog for K-12 (previously SUNLINK)

ExLibris Aleph
CCLA's library management system (LMS)

ASK a Librarian
Online chat providing statewide reference services

Mango
The union catalog for the SUS

ExLibris Aleph
FCLA's LMS (same vendor as CCLA's)

FLORIDA Digital Archive
Repository for SUS digital materials

PALMM
Publication of Archival, Library & Museum Materials (PALMM)

www.distancelearn.org
Florida's Higher Education Distance Learning Catalog

The catalog for all distance learning courses and degree programs offered at Florida postsecondary institutions

The Orange Grove
An online, statewide repository of instructional, organizational, and professional development resources.

Orange Grove Texts Plus
Accessible. Affordable. Adaptable.
Free, online, open-access textbooks

FLORIDA VIRTUAL CAMPUS

www.FLORIDAVIRTUALCAMPUS.COM

The Florida Virtual Campus is an Internet portal that provides a single point of access to online student and library support services and serves as the statewide resource and clearinghouse for public postsecondary distance learning courses and degree programs.

Courses/Degree Programs

www.distancelearn.org
Florida's Higher Education Distance Learning Catalog

Transient Student Admissions Application

DEGREE COMPLETION PILOT (HB 5201)



Library & Support Resources

ExLibris Aleph

A single library management system for all postsecondary library resources



LIBRARY CATALOG

A union catalog of all postsecondary library resources and one search & discovery access tool

FLORIDA Digital Archive **ASK a Librarian**

The Orange Grove

Advising Services

College or Program Search

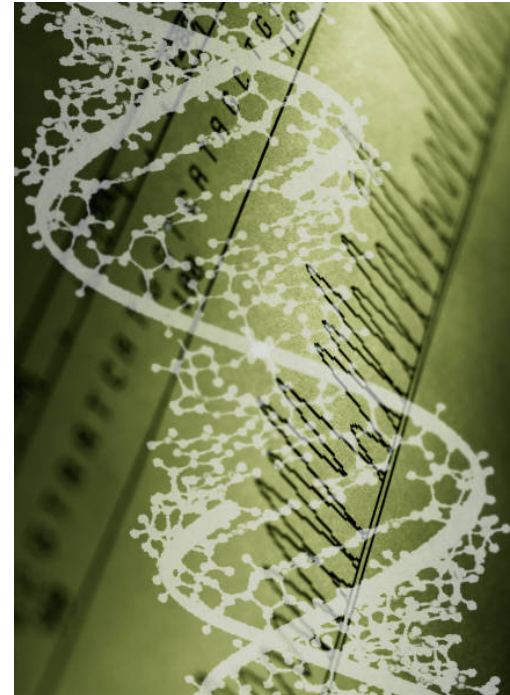
Choices FLORIDA Explore Careers

Textbooks

Orange Grove Texts Plus
Accessible. Affordable. Adaptable.

Innovative Curriculum

- Fully Online Courses & Programs
- Accelerated Planning & Scheduling
- Prior Learning Assessment
- Competency-Based Instruction
- Collaborative course offerings among institutions



Focus: Getting adults back to college and focused on occupations where there are jobs in Florida

Student Support & Services

- ❑ Intentional Advising by Degree Completion Specialists solving complete needs of students
- ❑ Provides seamless transition to students between institutions
- ❑ Utilizes services and support already existing in Florida (FDLC, FACTS.org, Libraries) and at the institutions
- ❑ Central point of initial contact and statewide marketing



Focus: Getting adults back to college and focused on occupations where there are jobs in Florida

The Complete College Florida Pilot will:

- ◆ Build on prior commitments and investments by the Florida Legislature
- ◆ Offer award-winning expertise in operations and curriculum development
- ◆ Use existing infrastructure
- ◆ Offer online, accelerated degree completion programs for adults who have “stopped out”/veterans (2 million in FL)
- ◆ Marry the advantages of centralized marketing and branding, and a single point of initial contact, with the resources on the campuses



March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President

SUBJECT: Request for Proposal for Bookstore Management Services.

Authorization is sought to enter into an agreement with Barnes & Noble to provide Bookstore Management Services to the College.

In January 2012, the College initiated a comprehensive Request for Proposal (RFP) process for the St. Petersburg College Bookstore operation. A fourteen (14) person Bookstore Evaluation Team, with representatives from faculty, staff, and students, was formed to assist with evaluating Proposals. The Bookstore Evaluation Team worked in conjunction with the St. Petersburg College Administration to analyze Proposals and identify the contract management firm most capable of meeting the requirements of St. Petersburg College.

The following bookstore contract management firms (listed alphabetically) submitted Proposals in response to the RFP:

- Barnes & Noble College Booksellers, Inc. (B&N)
- Follett Higher Education Group (Follett)
- Neebo (a division of Validis Resources and Nebraska Book Company)

Based upon the Evaluation Team's review of the proposals, as well as one hour long individual presentations by each vendor, Barnes & Noble was awarded the highest number of points. Additional review of background information, conversations with current Barnes & Noble clients, clarification of contract requirements and technology capabilities were undertaken by SPC personnel as due diligence in this process. As a result, Barnes & Noble College Booksellers, Inc. is the recommended vendor to assume operation of the College Bookstores.

If approved, the new contract will contain multiple provisions which result in more affordable textbooks for students, including the elimination of freight surcharges, reduced pricing of bundled packages, partial funding for continuation of student textbook price reduction credits, and limitations on the gross profit margins for digital course materials.

In addition to the terms pertaining to textbook costs to students, the contract would include several items that ensure the College would not lose any unique services that have historically been provided by its Bookstore.

A more comprehensive summary of contract terms and financial provisions is attached.

The committee recommends that the College award a five year bookstore management services agreement, with three (3) two year optional renewal periods, to Barnes & Noble. The new contract would be effective July 1, 2012.

Doug Duncan, Senior Vice President, Administrative/Business Services & Information Technology; Theresa Furnas, Associate Vice President, Financial & Business Services; and the Bookstore RFP Committee recommend approval.

ST. PETERSBURG COLLEGE BOOKSTORE
RFP PROCESS SUMMARY
March 9, 2012

1. In January 2012, the College initiated a comprehensive Request For Proposal (RFP) process for the St. Petersburg College Bookstore operation.
2. A Bookstore Evaluation Team, with representatives from faculty, staff, and students, was formed to assist with evaluating Proposals. The Bookstore Evaluation Team worked in conjunction with the St. Petersburg College Administration to analyze Proposals and identify the contract management firm most capable of meeting the requirements of St. Petersburg College.
3. Mr. Paul A. Spinelli, SPC's Director of Procurement and Asset Management, was the point of contact and coordinated all communication with the bookstore contract management firms.
4. The RFP Process included the following objectives:
 - To determine the service requirements and bookstore needs of the St. Petersburg College campus community;
 - To develop a Request For Proposal for Bookstore Management Services, including defining Options that included e-book solutions, as well as on-campus bookstore management solutions;
 - To solicit Proposals from bookstore contract management firms, and/or other course materials solutions providers; and
 - To analyze Proposals received from bookstore contract management firms.
5. The SPC Administration and Bookstore Evaluation Team worked closely to determine the service requirements of the campus community and to develop the "St. Petersburg College Request For Proposal #SPC 04-11-12 To Provide College Bookstore Management Services For The St. Petersburg College Bookstore." The RFP contains numerous detailed requirements, and clearly communicates the following two overarching requirements:
 - St. Petersburg College's desire for a full-service Bookstore that is a visible representation of the academic quality and image of the College
 - Availability and affordability of course materials are critical to the overall Program. The contractor will be expected to continually enhance the value proposition for SPC Students and compete effectively for the textbook/course materials business.
6. The RFP was issued on December 5, 2011, with a return date of January 20, 2012. The RFP was issued to the following three national bookstore contract management firms (listed alphabetically):

- Barnes & Noble College Booksellers, Inc. (B&N)
- Follett Higher Education Group (Follett)
- Neebo (a division of Validis Resources and Nebraska Book Company)

A Non-Mandatory Bidders Conference was held on December 9, 2011. The Non-Mandatory Bidders Conference was held so that the SPC Administration could explain the requirements outlined in the RFP, answer questions, and provide a tour of the SPC Bookstore facilities. Representatives from all three national bookstore contract management firms participated in the Non-Mandatory Bidders Conference.

7. The following bookstore contract management firms (listed alphabetically) submitted Proposals in response to the RFP:
 - Barnes & Noble College Booksellers, Inc. (B&N)
 - Follett Higher Education Group (Follett)
 - Neebo (a division of Validis Resources and Nebraska Book Company)
8. The SPC Administration and Bookstore Evaluation Team reviewed the Proposals and evaluated the Proposals based upon defined criteria and a point system. Each criteria was assigned a point value and the Proposals were evaluated based upon a maximum total points of 1,000 per Evaluation Team member. All Proposals were evaluated on the following point scale (per Evaluation Team member).

CRITERIA	POINTS
7.1 Company History, Experience, and Background	20
7.2 Operations Plan	50
7.3 Customer Service	100
7.4 Staffing / Personnel	50
7.5 Textbooks / Course Materials	150
7.6 Pricing Policies / Costs To SPC Students	150
7.7 Used Textbook Program	75
7.8 General Book Program	25
7.9 General Merchandise And Marketing	50
7.10 Tender Types / Financial Aid Processing	75
7.11 Financial Proposal	100
7.12 Facility Investment	75
7.13 Technology	75
7.14 Additional Information	5
TOTAL POINTS	1,000

9. Based upon the Evaluation Team's review, Barnes & Noble was awarded the highest number of points and, following additional review of background information, contract requirements and technology capabilities, is the recommended contract management firm to assume operation of the Bookstore.

Evaluation Information and Consultant (CBC) Reference Cross Walk			Vendor		
Criteria	CBC Analysis Reference	Points Possible	Barnes and Noble	Follett	Neebo
History, experience,	Section 7.1	280	246	238	183
Operations Plan	Section 7.2	700	603	540	506
Customer Service	Section 7.3	1400	1135	967	995
Staffing/Personnel	Section 7.4	700	582	517	508
Textbooks/Course Materials	Section 7.5	2100	1781	1569	1567
Pricing policies/Cost to Students	Section 7.6	2100	1701	1452	1465
Used Textbook Program	Section 7.7	1050	816	768	801
General Book Program	Section 7.8	350	311	282	249
General Merchandise and Marketing	Section 7.9	700	597	519	525
Tender types/ Financial Aid Processing	Section 7.10	1050	925	883	852
Financial Proposal	Section 7.11	1400	1156	1082	1040
Facility Investment	Section 7.12	1050	902	739	836
Technology	Section 7.13	1050	930	797	759
Additional Information	Section 7.14	70	55	38	29
	Total Points	14000			
		Vendor Total Points	11740	10391	10315

10. The RFP included several items pertaining to textbook costs to students that ensured SPC Students would not incur additional textbook costs as a result of the RFP Process and/or any potential contract management firm change. Key RFP requirements pertaining to textbook costs, along with Barnes & Noble's response, are as follows:

TEXTBOOK COSTS TO STUDENTS

RFP REQUIREMENT	BARNES & NOBLE Compliance (Yes/No)	COMMENTS
Textbook Pricing Policy		
"Net-Priced" new textbooks will be sold at no higher than a twenty-five percent (25%) gross profit margin.	Yes Pricing not to exceed 25%, no freight add-ons or surcharges.	Reduced costs to SPC Students due to the elimination of freight surcharges (i.e., 2.2%).
"Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) will be sold at no higher than a twenty-five percent (25%) gross profit margin.	Yes Pricing not to exceed 25%, no freight add-ons or surcharges.	Reduced costs to SPC Students from the current 30% pricing policy.
RFP REQUIREMENT	BARNES & NOBLE Compliance (Yes/No)	COMMENTS
Coursepacks and custom published materials (i.e., materials requiring copyright permissions) will be sold at no higher than a twenty-five percent (25%) gross profit margin.	Yes Pricing not to exceed 25%, no freight add-ons or surcharges.	
Digital course materials will be sold at no higher than a twenty percent (20%) gross profit margin.	Yes Pricing not to exceed 20%.	
Rental textbooks shall be rented at no	Yes	

higher than fifty percent (50%) of the current new textbook price.	Rental pricing no higher than 50% of the current new textbook price.	
	5% Textbook Discount In addition to compliance to the RFP textbook pricing policy, Barnes & Noble's offer included an Option for a 5% discount on new textbook purchases.	Reduced costs to SPC Students due to the additional 5% discount.
Student Book Voucher Program (Not an RFP Requirement) During the past three semesters, each SPC Student was provided with a \$20 voucher on their account that was designated solely for textbook purchases at the Bookstore. Spring '12 will be the final term that SPC will fund the Textbook Voucher Program.		SPC is currently in negotiations with B&N to convert the 5% Textbook Discount to the Book Voucher Program.
Buyback Policy		
The Bookstore will buy back books from students at not less than 50% of the original purchase price for textbooks that have been adopted for an ensuing semester.	Yes Will buyback books from students at 50% of the textbook purchase price.	

11. In addition to the RFP requirements pertaining to textbook costs to students, the RFP included several RFP items unique to St. Petersburg College that ensured SPC would not lose any unique services that have historically been provided by its Bookstore. Key RFP requirements, along with Barnes & Noble's responses, are as follows:

MISCELLANEOUS SERVICES

RFP REQUIREMENT	BARNES & NOBLE Compliance (Yes/No)	COMMENTS
Non Exclusive Right To Provide Digital / Electronic Course Materials	SPC will review this issue annually with B&N.	If the contractor cannot be either price competitive or product/platform competitive, SPC at its sole discretion can exercise its right to provide digital/electronic course materials through alternate distribution

		channels.
Buyback Locations	Yes	Students will have the ability to sell their textbooks at any of the SPC locations.
Financial Aid / Book Line Of Credit	Yes including online purchase option	Will comply with all Financial Aid / Books Line of Credit Charges and will absorb all expenses associated with transactions.
Shipping Charges Not To Exceed \$5.95	B&N will provide free freight for online purchases.	
Technology Investment	Yes	
Capital Investment in Facilities	Yes	
Annual Lease Revenue plus Minimum Annual Guarantee	Yes	

13. The following is a summary of the projected five-year financial return to SPC based on the Proposals received:

FIVE-YEAR FINANCIAL RETURN:

	FIVE-YEAR COMMISSION / RENT TO SPC (commission/rent)	FIVE-YEAR TOTAL FINANCIAL RETURN TO SPC (commission/rent, facility investment, signing bonus, one-time-contribution, textbook scholarships, general scholarships, estimated value of 5% discount on new textbooks, student vouchers, NOOK Tablet donations)
BARNES & NOBLE-OPTION 1	\$10,791,313	\$14,476,213
BARNES & NOBLE-OPTION 2	\$11,615,370	\$13,255,270
FOLLETT-OPTION 1	\$11,201,599	\$13,873,474
FOLLETT-OPTION 2	\$12,355,279	\$13,277,154
NEEBO	\$11,647,873	\$12,797,873

Barnes & Noble RFP Highlights

- New textbooks, bundles (current 30%) and course packs pricing: no higher than a 25% gross margin (no freight add-ons or surcharges)
- Free shipping for on-line purchase (current \$5.95)
- \$500,000 for first year textbook credit program (no less than 45% of actual cost thereafter)
- Rental textbooks: 50% of new textbook cost

Bookstore RFP Highlights

- \$485K investment in technology
- \$515K Capital investment in facilities
- Annual review of digital course materials for competitiveness
- Book line of credit continued in store and on-line


Bookstore RFP Highlights

- Guarantee to maintain or exceed current text rental availability
- Student internships plus \$20,000 in scholarships
- 100 Nook tablets for student learning support centers
- On-going support to campus activities

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Agreement between St. Petersburg College and NTC-SPC, LLC (Nature's Table, Inc.), for a lease of space at the Downtown Center.

Approval is sought to enter into a Lease Agreement with NTC-SPC, LLC (Nature's Table, Inc.), whereby Nature's Table, Inc. will occupy first floor retail space (632 square feet) at the Downtown Center.

St. Petersburg College (SPC) and Nature's Table, Inc. have agreed to the following terms and conditions for a lease of space at the Downtown Center in order to provide much needed food service within the building. This lease includes 632 square feet of exclusive use space and shall be leased by the tenant for the preparation and serving of food.

A summary of the terms are set forth below:

- The exclusive use space is 632 square feet at a base rent of \$15.00 per square foot for a total of \$9,480 per year plus all applicable sales tax.
- Terms of the lease shall be five (5) years and shall start on July 1, 2012.
- The base rent shall increase annually by 3%.
- If Nature's Table is in good financial standing with the College this Lease will renew for another five year term unless a written notice of nonrenewal is given to the college not less than 180 days before the end of the term.
- College shall be responsible for all capital maintenance and repairs to the structure of the building and shall be responsible for all custodial services in all common areas. Tenant shall be responsible for the maintenance, repair, cleaning and pest control of their exclusive use space and shall keep the premises in orderly condition to comply with all current health department standards.

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.

Suzanne L. Gardner, Acting General Counsel; Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services; Theresa Furnas, Associate Vice President Financial & Business Services recommend approval.

Attachment

smr0132121

LEASE
BETWEEN
NTC-SPC, LLC
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

Initials:

COMMERCIAL LEASE

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Initials:

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this _____ day of _____, 2012, by and between, the Board of Trustees of St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord", and NTC-SPC, LLC, a Florida limited liability company, herein designated "Tenant". In this regard, Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at St. Petersburg College's Downtown Campus, 244 Second Avenue North, St. Petersburg, Florida (the "Building"), as further described herein below:

1. PREMISES: Tenant shall lease 632 SF of space for exclusive use, hereafter referred to as the "Premises". In addition, Tenant shall utilize as shared space the adjacent 2,095 square feet of floor area together with all fixtures and improvements associated therewith and as defined on Exhibit A of this Lease. The Premises shall be leased for exclusive use by Tenant for restaurant cooking and counter service. Tenant will be charged rent on 632 SF.

2. TERM:

A. The Term of this Lease (herein called "Lease Term") shall be for a period of five (5) years, and shall commence ~~on July 1, 2012~~ ~~July 1, 2012~~ ~~on the first day of the Fall 2012 Term~~ (the "Commencement Date"), and shall terminate ~~at midnight on June 30, 2017~~ five years after the Commencement Date, unless extended as hereinafter provided. The Rent shall commence ~~on September 1, 2012~~ ~~on August 1, 2012~~, one two months following the lease Commencement Date. If Tenant is in good financial standing with Landlord, This this Lease will renew for another five year term unless a written notice of nonrenewal is ~~sent and received by either party~~ given to Landlord by Tenant, not less than 180 days before the end of the term.

B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").

C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date or install in the Premises the improvements to be constructed or installed by Landlord according to the Workletter. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease and the Workletter. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will be ~~subject to Landlord Delays~~ as defined in the Workletter.

D. If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence as provided for above. Tenant, its agents, or employees will not interfere with or delay Landlord's completion of construction of the improvements. All rights of Tenant under this Paragraph 2(E)

Initials:

will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state, and local laws, rules, and regulations, so as not to interfere with Landlord's compliance with all laws, including the obtaining of a certificate of occupancy for the Premises. Landlord has the right to impose additional conditions on Tenant's early entry that Landlord, in its reasonable discretion, deems appropriate, including without limitation an indemnification of Landlord and proof of insurance, and will further have the right to require that Tenant execute an early entry agreement containing those conditions prior to Tenant's early entry.

3. BASE RENT:

A. Throughout the Term of this lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated monthly rent for such month will be paid on or before the first day of the Term. The Monthly Rent is based on the rentable square footage of the Premises. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing. In the event Landlord shall at any time or times accept said rent (or other payments) after it shall become due and payable, such acceptance shall not constitute a waiver of any of Landlord's rights hereunder or excuse such delay or delays on subsequent occasions.

B. The annual base rent ("Base Rent") for the Lease Term shall be \$15.00 PSF plus all applicable sales tax, and is payable in equal monthly installments the first year of \$790.00 plus applicable sales tax.

C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.

D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3 (C) of this Lease) payment is received after the fifth day of the month. Tenant shall promptly pay to Landlord, no later than at the time of the next monthly payment, a late charge equal to the greater of one hundred dollars (\$100.00) or ten percent (10%) of the Monthly Base Rent then. Such charge shall be due and payable without notice or demand, and Tenant agrees it represents a fair and reasonable estimate of the costs Landlord will incur by reason of the late payment by Tenant. The payment of such service charge in no way waives any other rights or remedies of Landlord resulting from a default hereunder. Additionally, interest shall accrue on any amount due by Tenant as rent hereunder at the rate of eighteen percent (18%) per annum.

Initials:

4. **RENT ADJUSTMENT:** On the first day of the second year and every year thereafter, the base rent shall increase by three percent (3%).

5. **TAXES AND INSURANCE:** Landlord will cover any additional costs for real estate taxes, if imposed. Tenant shall at all times carry and maintain such requires insurance as provided in Section 16, herein.

6. **LANDLORD'S SERVICES:**

A. Landlord will maintain, repair and restore the structure of the Building including the roof, and any mechanical plumbing problem not related to Tenant's use. The Landlord shall further be responsible for all repairs and replacement of Landlord owned equipment. Tenant shall immediately notify the Landlord in the event of any mechanical problems or repairs that need to be made to Landlord owned equipment. In no event will the Landlord be liable for damages to the Tenant for food spoilage or otherwise due to interruption of power to, or failure of, Landlord equipment. Tenant shall indemnify the Landlord and hold it harmless from any and all liabilities, claims or damages to persons, property for the negligent operation the Landlord equipment.

B. Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, elevator, cleaning, lighting, security; for surges or interruptions of electricity; or for other services Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Paragraph 6, nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease.

7. **SECURITY DEPOSIT:** Intentionally deleted

8. **PERMITTED USE:** Tenant shall use and occupy the Premises only for and related uses as a restaurant, and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Landlord. Tenant's use of the Premises shall not violate any ordinance, law or

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regulation of any governmental body or the rules and regulations of Landlord or cause an unreasonable amount of use of any of the services provided in the Building as determined in the sole discretion of Landlord. Tenant agrees to conduct its business in the manner and according to the generally accepted business principles of the business or profession in which Tenant is engaged. No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of policies covering said property. Only Tenant shall actually occupy and use the Premises.

9. **LANDLORD'S WORK:** See workletter Exhibit B.

10. **TENANT'S WORK:** During the term of the Lease, should Tenant at its sole expense, wish to make improvements to the space, Tenant shall be bound by, and agree to adhere to, Landlord's requirements as shown in the attached Exhibit "C" of this Lease. Tenant shall submit to Landlord a description of proposed work to be approved by Landlord prior to installation in accordance with the terms of Exhibit "C". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

11. **TENANT'S CARE OF PREMISES:**

A. Tenant will take good care of the Premises and shared seating space and the fixtures and appurtenances therein, and will suffer no active or permissive waste or injury thereof. Tenant shall maintain the Premises in a clean, neat, and orderly condition in their 632 SF to current health department standards and shall empty their trash as needed. Tenant shall be responsible for cleaning of the floor located in the Premises as well as the cleaning of spills and food debris in the shared seating space, daily tabletop cleaning services, and shared space trash removal to the designated Landlord provided dumpsters. Tenant will provide pest control for the Premises (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring). Tenant shall be responsible for the painting and decorating of the Premises so as to maintain the Premises in good condition, normal wear and tear excepted. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

B. Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the Premises, except for the inclusion or placement of decorative items, moveable furniture and kitchen equipment, and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. All alterations approved by Landlord (i) will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of a mechanic's or material men's lien bond), and (ii) will require that Tenant obtain all applicable governmental permits and authorizations, and shall comply fully with all applicable laws, ordinances, and governmental regulations and with all applicable requirements of issuers issuing insurance with respect to the Premises, and shall see that any additional hazard relating to construction of the alteration or addition is fully covered by Tenant's comprehensive liability and

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employee's compensation insurance for the protection of Landlord. All alterations of a permanent nature made or installed by Tenant to the Premises shall become the property of Landlord at expiration of this Lease, but Landlord reserves the right to require Tenant to remove any improvements or additions made to the Premises by Tenant and to repair and restore the Premises to its condition prior to such alteration, additions or improvement. Tenant shall give advance notice to Landlord through the property manager of any supply deliveries or furnishing deliveries or removals which may require the use of the elevators or stairwells, or blocking or obstruction of hallways or entrances in the Building.

C. If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Paragraph 11 prior to the Termination Date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted. All property of Tenant remaining on the Premises after expiration of the Lease Term shall be deemed abandoned and may be removed, stored, or disposed of by Landlord, in its sole discretion.

D. All work by or for Tenant related to the installation of Tenant's furnishings, fixtures, or equipment in the Premises, shall be performed in accordance with the requirements as stated in the attached Exhibit "C" of this Lease.

E. Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.

F. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.

G. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

H. The Tenant agrees to comply with all applicable federal, state and local laws and the rules and procedures of St. Petersburg College including, but not limited to, any applicable health or safety code requirements or regulations. Tenant shall be responsible for, and indemnify the Landlord for, any and all licensing and inspection fees required to operate the food and catering services, including, but not limited to, those required by the Florida Department of Business and Professional Regulation and the Pinellas County Health Department.

12. MECHANIC'S LIENS: Nothing contained in this Lease and no action or inaction by Landlord shall be construed as (i) constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, material man or vender to or for the performance of any labor or services or the furnishings of any materials or other property for the construction, alteration addition,

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repair or demolition of or to the Leased Property or any part thereof or (ii) giving Tenant any right, power or permission to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof or to make any agreement that may create, or in anyway be the basis for, any right, title, interest, lien, claim or other encumbrance upon the estate of Landlord in the Leased Property or any portion thereof. Tenant shall strictly comply with the Mechanics' Lien Law of the State of Florida as set forth in F.S. 713. Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear, and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord pursuant to the Workletter. If any such lien, at any time, is filed against the Premises or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the claim, plus estimated costs and interest, or comply with such statutory procedures as may be available to release the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will pay and satisfy the same at once. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not given Landlord security as described above, or has not complied with such statutory procedures as may be available to release the lien, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Project to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises or the Project, or that any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to give, record and post as appropriate, notices of non-responsibility or similar notices under any mechanic's lien laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

13. LANDLORD'S RIGHTS: Landlord shall have the following rights exercisable without notice to Tenant (except as expressly provided otherwise) and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises, or giving rise to any claim for offset or abatement of rent:

A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.

B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premises.

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C. Business Hours. To close the Building after normal business hours except that Tenant and its employees and invitees shall be entitled to admission, under such regulations as Landlord prescribes for security purposes. Hours of operation will reflect the current Academic Calendar (Exhibit E) of the College and shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Initial hours of operation shall remain consistent for one full term (16 weeks). Any changing of hours will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted. In the event that the days and hours of operation are requested to be changed by the Tenant, such request must be submitted in writing to the Downtown campus Provost for approval which approval shall not be unreasonably withheld. If the approved hours are those when campus security officers are not on duty security shall be provided by the Landlord and the Tenant shall reimburse the Landlord for such services at the Landlord's contracted rates.

D. Access. To take any and all reasonable measures, including inspections and repairs to the Premises or to the Building, as may be necessary or desirable for the operation or protection of the Building. Tenant shall allow Landlord access to the Premises for such purposes at reasonable times.

E. Keys. To maintain at all times master keys or pass keys to the Premises. As may be determined necessary, Landlord will be responsible to change the locks.

F. Structural Elements. To install and maintain pipes, ducts, conduits, wires, and other structural elements located in the Premises which serve other parts or other tenants of the Building.

14. ENTRY BY LANDLORD: Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours after giving twenty four (24) hours advance written notice to:

- (1) Inspect the Premises;
- (2) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (3) Determine whether Tenant is complying with all its obligations in this Lease;
- (4) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;
- (5) Post written notices of non-responsibility or similar notices; or
- (6) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

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Tenant, by this Paragraph 14, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or Quiet Enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Paragraph 14. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Paragraph 14 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

15. INDEMNIFICATION OF LANDLORD: Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or acts of Landlord, its employees, or agents, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (1) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (2) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the Project;
- (3) any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
- (4) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
- (5) any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not

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be diminished or withheld by reason or account of any such loss or damage.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel determined by Landlord.

Tenant, as a material part of the consideration to Landlord for this Lease, by this Paragraph 15 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

16. INSURANCE:

A. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, with an insurance company that has an A.M. Best rating A VII or better, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

(1) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000. All such insurance will be equivalent to coverage offered by a commercial general liability form, including without limitation personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Paragraph 15 of this lease;

(2) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Project, and any leasehold improvements to the Premises in excess of the allowance, if any, provided pursuant to the workletter in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Paragraph 19, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

(3) Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State in which the Premises are located, including employer's liability insurance in the limits required by the laws of the State in which the Project is located; and

(4) If Tenant operates owned, hired, or nonowned vehicles on the Project, comprehensive automobile liability at a limit of liability not less than \$500,000 combined bodily injury and property damage.

The insurance coverages and amounts in this Paragraph 16(A) will be reasonably determined by Landlord.

B. Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to

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Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the Term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days' prior written notice to Landlord. All commercial general liability and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

C. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Paragraph 16 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 16 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

17. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS:

A. At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, including without limitation requirements of the Americans with Disabilities Act, with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or

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standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws").

(1) Tenant will not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any Hazardous Materials in violation of any Hazardous Materials Laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any Hazardous Materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any Hazardous Materials in, on, or about the Premises.

(2) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Paragraph 17. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenant's Hazardous Materials on the Premises. Tenant's obligations under this Paragraph 17 will survive the expiration or other termination of this Lease.

C. Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

18. CONDEMNATION: If the Premises or any portion thereof shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such taking. Tenant hereby assigns to Landlord any award which may be made in such taking, provided however, nothing contained herein shall be deemed to give Landlord any interest in nor require Tenant to assign to Landlord any award made to Tenant for the taking of Tenant's personal property and fixtures, nor for the interruption of or damage to, Tenant's business.

19. DESTRUCTION OF PREMISES: In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which

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declaration requires repair to either the Premises or the Building, Landlord shall make the repairs, provided that the damage is such, in Landlord's sole reasonable judgment, that under normal working conditions, repairs could be made within ninety (90) days, but partial destruction (including any destruction necessary in order to make repairs required by any declaration) shall in no way annul or void this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made; and such work or repair shall be commenced promptly after the nature of the damage and degree of repair required is determined, any necessary permits from governmental authorities are obtained, and if appropriate, insurance adjustments completed. The proportionate reduction is to be based upon the extent to which the making of repairs shall interfere with the business carried on by Tenant in the Premises. If the damage be such, in nature or extent, that repairs could not be made within ninety (90) days as aforesaid, either party may terminate this Lease by giving written notice to the other party and if neither party elects to terminate then Landlord shall proceed nonetheless to make same, this Lease continuing in full force and effect and the rent to be proportionately abated, as in this Paragraph provided. Any repairs undertaken by Landlord in accordance with the foregoing shall be substantially completed as soon as practicable. A total destruction (including any destruction required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

20. EVENTS OF DEFAULT: The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

- A.** Tenant defaults in the due and punctual payment of Rent, and such default continues for 5 days after written notice from Landlord; however, Tenant will not be entitled to more than 1 written notice for monetary defaults during any 12-month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- B.** Tenant vacates or abandons the Premises;
- C.** This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- D.** Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- E.** Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;
- F.** Tenant fails to take possession of the Premises on the Commencement Date of the Term;
or
- G.** Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and regulations that this Lease requires Tenant to perform, and such breach continues for a period of

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fifteen (15) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such fifteen(15) day period, if Tenant fails to diligently commence to cure such breach within fifteen (15) days after written notice from Landlord and to complete such cure within fifteen (15)days thereafter.

21. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT:

A. If Tenant shall default in the payment of Rent herein reserved when due and fails to cure such default within five (5) business days after written notice of such default is given to Tenant by Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within thirty (30) days after written notice of such default is given to Tenant by Landlord then Landlord has the right, at its election:

(1) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the Term fixed in such notice were the end of the Term;

(2) Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(3) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the highest legal rate allowed by law, provided that Landlord will have no obligation to cure any such event of default of Tenant.

(4) Should Landlord elect to reenter as provided in subsection (2), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or

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similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

(5) If any event of default occurs, the Landlord shall have the right, at its option, to declare (accelerate) the rents for the entire remaining Term and the rents and other indebtedness, if any, shall be immediately due and payable without regard to whether possession shall have been surrendered to or taken by the Landlord, and Landlord may commence action immediately thereupon and recover judgment therefor.

(6) During the period of any litigation between Landlord and Tenant regarding this Lease, whether or not Tenant shall have claimed payment of rent as a defense, Tenant shall be required to post with the Registry of the Court all past-due Rents and additional Rents as they come due. Tenant's failure to post such rents with the Court shall be grounds for the entry of an immediate order entitling Landlord to possession of the Premises forthwith.

B. In the event that Landlord does not elect to terminate this Lease as permitted in Paragraph 21(A)(1), but on the contrary elects to take possession as provided in Paragraph 21(A)(2), Tenant will pay to Landlord monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing Term, or the Premises covered by such new Lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the Term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

C. If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to monthly Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Paragraph 21(B). Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

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- (1) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (3) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;
- (4) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the highest legal rate allowed by law on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in Paragraph 23(C)(3) above is computed by discounting such amount at the discount rate of the United States Federal Reserve Bank, at the time of award plus 1%.

D. Any suit or suits for the recovery of the amounts and damages set forth in Paragraphs 21(B) and 21(C) may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 21.

22. LANDLORD'S DEFAULT: Landlord shall in no event be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice from Tenant of such default, or such additional time as is reasonably required to correct any such default, which notice must specify wherein Landlord has failed to perform any such obligations.

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23. CONDITION UPON SURRENDER OF PREMISES: At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 11. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

24. MISCELLANEOUS:

A. RELOCATION/REDEVELOPMENT: Notwithstanding the foregoing, Landlord shall have the right to redevelop the Building and surrounding property. Landlord shall give Tenant a minimum of twelve (12) months' advance written notice of its intent to redevelop ("Redevelopment Notice"). If such redevelopment shall include a retail component compatible to Tenant's use, then Landlord agrees to offer to relocate Tenant to a comparable space in the redeveloped building. Should the redevelopment not include a compatible space, or should Tenant not agree within six (6) months after receipt of the Redevelopment Notice to be relocated, either party shall have the right to terminate the Lease. Failure by Tenant to provide a timely response to the Redevelopment Notice, or to agree to be relocated shall be deemed an election not to be relocated.

B. SIGNS: Tenant shall have 42 SF of signage. Tenant shall submit sign proposals to Landlord, and shall be required to purchase Building standard signage as determined by Landlord. Landlord reserves the exclusive right to determine and approve all other signage which may be installed or displayed and shall be purchased at Tenant's sole cost and expense. All signage shall be done according to St. Petersburg city codes and sign ordinances. Tenant agrees to further sign restrictions as described in Exhibit "E", Rules and Regulations.

C. ATTORNEY AND PARALEGAL FEES: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney and paralegal fees, and including appellate and bankruptcy proceedings.

D. NOTICES: Any notice which either party may or is required to give, shall be given by mailing the same, certified mail return receipt requested, postage prepaid, to Tenant or Landlord at the address shown below, or at such other places as may be designated by the parties from time

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to time. Notices shall be deemed delivered three (3) days following deposit of same with the United States Postal Service if sent as hereinabove specified

Landlord: St. Petersburg College
General Counsel's Office, District Office
PO Box 13489.
St. Petersburg, FL 33733

Tenant: NTC-SPC, LLC
3203 West Grace Street
Tampa, FL 33607

E. HOLDING OVER: Tenant will have no right to remain in possession of all or any part of the Premises after the expiration or earlier termination of the Term. If Tenant remains in possession of all or any part of the Premises after the expiration or earlier termination of the Term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, monthly Rent will be increased to an amount equal the greater of two times the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. In addition to the payment of the increased Monthly Rent as set forth herein and all Additional Rent, Tenant shall be liable to Landlord for all costs, claims, losses or liabilities (including attorney's fees) which Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease. In no way shall the increased Monthly Rent set forth herein or any other monetary or nonmonetary requirements set forth in this Lease be construed to constitute liquidated damages for Landlord's loss resulting from Tenant's holdover. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

F. TIME: Time is of the essence of this Lease.

G. HEIRS, ASSIGNS, SUCCESSORS: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

H. RULES AND REGULATIONS: Tenant shall abide by the rules and regulations (attached hereto as Exhibit "F") or as may be promulgated by Landlord from time to time provided by future rules and regulations do not hinder Tenant's use of the Premises. Violation of such rules and regulations, after notice and reasonable opportunity to cease or cure, pursuant to Paragraph 20 (G) shall constitute a breach of this Lease.

I. ESTOPPEL CERTIFICATE: Tenant shall execute an estoppel certificate requested by Landlord or any mortgagee of Tenant certifying to all material facts relevant to this Lease and Tenant's possession of the Premises within five (5) business days of request for same. If true, the estoppel certificate will certify that Tenant is in possession of the Premises, that this Lease is

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unmodified and in full effect (or, if modified, set forth the modifications), confirming through what date rent has been paid, and confirming that to Tenant's knowledge there is no existing default of Landlord or Tenant (or if any default, what is the nature of the default).

J. QUIET ENJOYMENT: Landlord covenants that upon Tenant's paying the Base Rent, Additional Rent, and any other sums due hereunder and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

K. ACCORD AND SATISFACTION: No endorsement or statement on any check or in any letter accompanying any check in payment of Base Rent, Additional Rent or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent, Additional Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

L. COUNTERCLAIM: Intentionally omitted.

M. WAIVER OF JURY TRIAL: LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, ON OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGES.

N. FORCE MAJEURE: Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond its control, which shall include, but shall not be limited to, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within its reasonable control.

O. RELATIONSHIP OF PARTIES: The parties are only landlord and tenant and are not partners or in any other business relationship.

P. COMPLIANCE: Landlord and Tenant shall comply with any and all requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances, and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. In addition, Tenant shall provide a fully charged fire extinguisher in Premises.

Q. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord whose consent shall not be

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unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease. The sale or transfer of a majority of Tenant's voting stock (if a corporation) or partnership interest (if a partnership) or the occupancy of the Premises by any successor firm of the Tenant or by any firm into which or with which the Tenant may become merged or consolidated shall not be deemed an assignment of this Lease requiring the prior written consent of Landlord.

R. FLORIDA CONTRACT: This Lease has been made under and shall be construed and interpreted under and in accordance with the laws of the State of Florida. Venue for any litigation arising hereunder shall be in Pinellas County, Florida or in the U.S. District Court for the Middle District of Florida, Tampa Division.

S. EXHIBITS: All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.

T. BROKER: Tenant warrants that it did not have dealings with any broker other than Lisa A. Ulrich of RE/MAX Metro and Lara Sieder of CLW Real Estate Services Group. If any other broker claims a commission for procuring this Lease, then Tenant shall indemnify and hold Landlord harmless, including reasonable attorney or paralegal fees.

U. LEASE NOT TO BE RECORDED: Either party's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

V. CORPORATE WARRANTIES BY TENANT: If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:

A. Tenant is a valid and existing corporation;

B. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;

C. All franchise and other corporate taxes have been paid to the date of the Lease;

D. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;

E. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

W. INTERPRETATION OF LEASE PROVISIONS: The Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of the Lease shall be construed as though all parties hereto participated equally in the drafting of the Lease. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable.

X. NO WAIVER: No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the

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same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.

Y. RADON GAS: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is given pursuant to 404.056(8) Florida Statutes.

Z. PARKING: The College is unable to provide parking spaces for the Tenant. N/A.

AA. JOINT AND SEVERAL LIABILITY: If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

BB. LIMITATION ON RECOURSE: Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord. It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.

CC. SEVERABILITY: If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

DD. LIEN FOR RENT: Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay

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Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.

EE. LANDLORD'S FEES: Intentionally omitted.

FF. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED: This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

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

Signed, sealed and delivered
in the presence of:

Landlord: Board of Trustees
St. Petersburg College

SIGNATURE

BY: _____

NAME

Its: _____

SIGNATURE

NAME

Signed, sealed and delivered
in the presence of:

Tenant: NTC-SPC, LLC

SIGNATURE

BY: _____

NAME

Its: _____

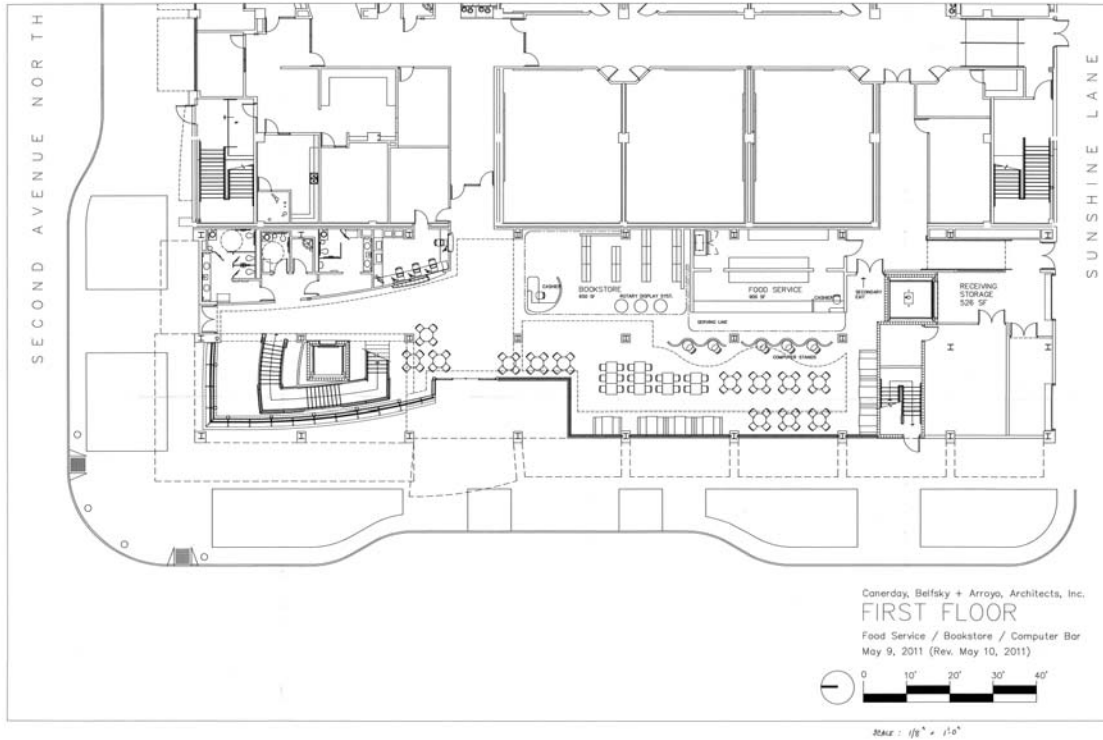
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SIGNATURE

NAME

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EXHIBIT "A"
Floor Plan



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EXHIBIT "B. 1"
Landlord's Work

Landlord will provide:

Food Service space built out to the Tenant's specifications including the following:

- Sheet vinyl flooring
- Continuous built-in front counter with 12" deep tray slide on stainless steel legs, continuous front wood paneling with 6" high tile base, 1-1/8" thick x 2'-6" deep solid surface countertop
- Continuous built-in back counter on stainless steel legs with 3/4" thick x 18" high solid surface backsplash, 1-1/8" thick x 2'-6" deep solid surface countertops and 18" laminate skirt
- Painted drywall walls in a color palette coordinated with the Tenant
- General lighting
- Task lighting for display boards
- Task lighting for food display
- Infrastructure for office space including: metro-shelving, open countertop with grommets, cat 5 cable connectivity from office computer to cash register, power and data
- Mop sink closet
- Card reader at the door to the food service space
- Security aluminum sliding grille enclosing the front face of the food service space
- Food Service equipment provided include: water heater, ice cube maker, grease interceptor, three-compartment sink, 30"x72" metal prep table with sink, 30"x96" metal prep table, wall-mounted hand sink, three-door refrigerator, three-door freezer, metro shelving units, drop-in sinks, drop-in ice bin, sneeze guard
- Power and data to be installed for equipment to be provided by Nature's Table including office computer and printer, induction range, microwave, convection oven, rice cooker, 3 drop-in heated food wells, sandwich/salad food prep table, 3 drop-in cooled cold pans, Turbo Chef, round food warmers, 2 drop-in cooled cold pans, cash register, blender, soft drink dispenser with ice bin, infusion tea and coffee brewer, Coca-cola cooler

Landlord will provide Dining Facilities built out for the general use of the College and patrons of the Tenant including:

- Vinyl floor tiles
- 4'-0" high half-wall separating the food service line from the general dining area
- Two 70" monitors and 3 distinct audio zones for entertainment, presentation, and informational purposes
- Ceiling design has incorporated acoustical ceiling tiles and fabric wrapped acoustical panels to address the concern for noise in the seating area
- Comfortable dining area furniture were designed with layout that allowed for flexible seating arrangements, including furniture for individual seating
- For utility and convenience, clean power outlets for laptops and other electronic devices have been liberally provided along the perimeter of the dining area
- Trash cans

Initials:

EXHIBIT "C"
Tenant's Work

In the event Tenant should elect to perform any work in addition to Landlord's Work, the Tenant's improvements to space shall meet the requirements listed below:

- (a) All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- (b) No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- (c) All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- (d) Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- (e) All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- (f) Tenant's work shall not at any time impede, or otherwise interfere with Landlord's work (as described in Exhibit "B" herein), or any other work being accomplished or performed by Landlord.
- (g) In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's

Initials:

compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

(h) Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;

(i) All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;

(j) All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "C", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "C";

(k) Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

Initials:

EXHIBIT "D"

**BUILDING
RULES AND REGULATIONS**

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of the Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Premises. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Any condition existing prior to the creation of a rule or regulation shall not be exempt from the operation of future rules or regulation.
2. Loading. All loading and unloading of goods, merchandise, supplies and fixtures shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
3. Animals. No animals or pets may be brought on or are permitted to be in the Building or Premises (except seeingeye or service dogs).
4. Antennas. No radio or television antennas or other similar devices shall be installed without first obtaining, in each instance, Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises, or on the grounds without, in each instance, Landlord's written consent. Any aerial so installed without such consent shall be subject to removal at any time without notice.
5. Noise. No loudspeakers, television, radio, music or other devices shall be used which cause noise to be heard outside the Premises or which exceed the City's noise ordinance. Tenant shall not make unreasonable noises, cause any vibrations to the Building, create disturbances or odors of any kind which emit from the Premises and which may be disruptive or offensive in anyway whatsoever to other tenants of the Building, their employees, agents, customers, or invitees.
6. Security. Tenant assumes full responsibility for protecting Premises from theft, robbery, and pilferage. Except during Tenant's normal business hours or whenever Tenant is using the Premises, Tenant shall keep all doors to the Premises locked and other means of entry secured. Doors shall not be left in a propped open position. Tenant shall provide Landlord with a passkey to Premises (for emergency repairs or inspections) and Tenant shall not change the locks to Premises without Landlord's approval. Landlord shall not be responsible for any lost or stolen property of any kind from Premises or public areas unless caused by Landlord and then only to the extent that the insurance required under the Lease is insufficient to cover such loss, after applicable deductible.
7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage,

Initials:

stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall not install any device or equipment to the water lines without Landlord's written approval.

9. Electrical Equipment. Tenant must obtain Landlord's prior written approval to install any equipment other than Café related equipment, computers, typewriters, cash registers, adding machines, printers, dictating equipment, security devices, or devices to control lighting. Tenant may not use any power for operation of any equipment or device other than electricity.

10. Intentionally deleted

11. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.

12. Signs. No sign, placard, picture, advertisement, name or notice visible from outside the Premises shall be installed or displayed on any part of the interior or exterior of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord, using materials, and in a style and format approved by Landlord.

13. Hazardous or Toxic Substances. Tenant shall not bring any hazardous, toxic, flammable, corrosive, explosive or poisonous substance onto Premises except as may be contained in common products sold to the general public (such as cleaning products) that are also consistent with Tenant's use and, if such are used, Tenant shall properly dispose of them so as not to contaminate any property on or away from the Building. Tenant shall be solely responsible for any liability arising from the violation of this rule and shall indemnify and hold Landlord harmless, including reasonable attorney's fees, as to such matters.

14. Trash Disposal: Janitorial services, including trash disposal are provided during the evenings, Monday through Friday. **Tenant shall be responsible for cleaning and removal of trash of the 632 SF exclusive use space and the shared seating space, and for busing and keeping seating areas clean during hours of operation.**

15. Exterior Areas: The exterior areas immediately adjoining the exclusive use space and the shared seating space shall be kept clean and free from dirt and rubbish by Tenant during business hours to the satisfaction of the Landlord. Tenant shall not place or permit any obstruction or merchandise in such areas. Tenant shall not install awnings or structures of any kind on the exterior of the building.

16. Installations. Tenant will refer to Landlord all contractors or installation technicians rendering any service for Tenant for Landlord's supervision and approval before performance of any contractual services including, but not limited to, installation of telephones, electrical devices and attachments, and installations of any kind affecting floors, walls, woodwork, trim, windows, ceilings, equipment or other physical portions or services of the Building. Any heavy or unusual item may be installed only with Landlord's prearranged consent. Landlord may designate placement of such items for weight load factors.

17. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the

Initials:

Building are prohibited, and each tenant shall cooperate to prevent same. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building.

18. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

19. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

Initials:

EXHIBIT "E" ACADEMIC CALENDAR

2011-2012 Academic Calendar


	2010-2011 Academic Calendar		
	FALL TERM 2011 8/22 - 12/16/2011	SPRING TERM 2012 1/9 - 5/4/2012	SUMMER TERM 2012 5/14 - 7/20/2012
ADMISSIONS			
Priority apply deadline for regular session	8/8/2011	12/28/2011	5/1/2012
Priority apply deadline for bachelor programs	7/8/2011	11/10/2011	4/6/2012
Health programs	Dates vary by program. View Health Admissions website for details.		
International students deadline to apply with assurance of requirements	5/28/2011	10/28/2011	3/23/2012
Last day to apply for Study Abroad trips	Dates vary by trip. View Study Abroad website for details.		
REGISTRATION - Registration is not allowed after first class meets.			
View class offerings on MySPC	5/2/2011	TBA	3/2/2012
Special programs	5/31 - 8/22/2011	10/31/2011 - 1/9/2012	3/26 - 5/14/2012
Registration (Regular, online, 1st 8-Week Mod)	6/2 - 8/22/2011	11/2/2011 - 1/9/2012	3/28 - 5/14/2012
Registration (Express)	6/2 - 9/19/2011	11/2/2011 - 2/6/2012	3/28 - 6/11/2012
Registration (2nd 8-Week Mod)	6/2 - 10/17/2011	11/2/2011 - 3/12/2012	
Transient students	6/16/2011	11/16/2011	4/11/2012
Senior citizen/state employee (Regular) (See tuition waivers)	8/19 - 8/26/2011	1/6/2012 - 1/13/2012	5/11 - 5/18/2012
Senior citizen/state employee (Express)	9/16 - 9/23/2011	2/3/2012 - 2/10/2012	6/8 - 6/15/2012
Senior citizen/state employee (2nd 8-Week Mod)	10/14 - 10/21/2011	3/9 - 3/16/2012	
TUITION/FINANCIAL AID			
Payment Plan enrollment deadlines	View Tuition Payment Plan details.		
Tuition Universal due date (View tuition due date details)	8/16/2011	1/4/2012	5/9/2012
Last day to pay online with Florida Prepaid (by noon)	8/16/2011	1/4/2012	5/8/2012
View all financial aid deadlines			
LAST DAY TO DROP, RECEIVE REFUND, AND/OR CHANGE TO AUDIT			
Regular, 1st 8-Week Mod and Online (See drop with a refund)	8/26/2011	1/13/2012	5/18/2012
Weekend	9/2/2011	1/20/2012	
Express	9/23/2011	2/10/2012	6/13/2012
2nd 8-Week Mod	10/21/2011	3/16/2012	
LAST DAY TO WITHDRAW * WITH GRADE OF "W"			
1st 8-Week Mod	9/22/2011	2/9/2012	6/14/2012
Weekend	10/25/2011	3/19/2012	
Regular, online	10/27/2011	3/20/2012	6/22/2012
Express	11/7/2011	4/2/2012	7/3/2012
2nd 8-Week Mod	11/18/2011	4/12/2012	
* FINANCIAL ASSISTANCE RECIPIENTS:			
If you completely withdraw from the College anytime on or before the dates of your session, you may incur repayment of Financial Assistance funds. See financial aid withdraw deadlines .			
FIRST/LAST DAY OF CLASSES			
Regular	8/22 - 12/15/2011	1/9 - 5/3/2012	5/14 - 7/19/2012
Online	8/22 - 12/15/2011	1/9 - 5/3/2012	5/14 - 7/19/2012
1st 8-Week Mod	8/22 - 10/13/2011	1/9 - 3/1/2012	5/14 - 7/6/2012
Weekend	8/26 - 12/10/2011	1/13 - 4/28/2012	
Express	9/19 - 12/15/2011	2/6 - 5/3/2012	6/11 - 7/19/2012
2nd 8-Week Mod	10/17 - 12/15/2011	3/12 - 5/3/2012	
NO CLASSES FOR STUDENTS (also see college closed dates below)			
College Day	10/25/2011		
Winter break	12/17/2011 - 1/8/2012		
Spring break		3/5 - 3/10/2012	
Spring holiday		4/6 - 4/8/2012	
EXAMS			
Mid-Term Exams (Online)	10/14 - 10/16/2011	3/16 - 3/18/2012	6/15 - 6/17/2012
Final Exams (Online)	12/9 - 12/11/2011	4/27 - 4/29/2012	7/13 - 7/15/2012
Final Exams (Weekend)	12/8 - 12/10/2011	4/26 - 4/28/2012	
Final Exams (Regular, express)	12/12 - 12/15/2011	4/30 - 5/3/2012	7/18 - 7/19/2012
GRADUATION			
Name in Program Deadline	11/4/2011	3/23/2012	6/8/2012
Commencement	12/17/2011	5/8/2012	7/21/2012
FACULTY SCHEDULE			
Report for duty	8/18/2011	1/6/2012	5/14/2012
Last working day	12/16/2011	5/4/2012	7/20/2012
College Day	10/25/2011		
Winter break	12/17/2011 - 1/5/2012		
Spring break		3/4 - 3/10/2012	
Summer break			5/5 - 5/13/2012
Final grades due in PS by 4 p.m. (1st 8-Week Mod)	10/14/2011	3/2/2012	7/6/2012
Final grades due in PS by 4 p.m. (All other sessions)	12/16/2011	5/4/2012	7/20/2012
COLLEGE CLOSED			
Labor Day	9/5/2011		
Veterans Day	11/11/2011		
Thanksgiving Break	11/23 - 11/27/2011		
Winter Break	12/20/2011 - 1/2/2012		
Martin Luther King, Jr.'s Birthday observed		1/16/2012	
Spring Break		3/5 - 3/10/2012	
Spring Holiday		4/6 - 4/8/2012	
Memorial Day observed			5/28/2012
Independence Day			7/4/2012

Initials: _____

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Resolution to Terminate the M.M.Bennett Library (Facility 32), Clearwater Campus (Site 2), Amendment to the Educational Plant Survey dated June 19, 2007

Approval is sought to execute the attached resolution to terminate the M. M. Bennett Library (Facility 32) Clearwater Campus (Site 2) from the College Facilities Inventory.

The architect for the Clearwater Campus Master Planning, Harvard Jolly Architecture, Inc., has completed a Building Valuation Analysis of the M.M. Bennett Library (Facility 32) on the Clearwater Campus using the Castaldi Formula Analysis for Modernization of Educational Facilities, as requested by staff. This analysis is required by the Office of Educational Facilities, Florida Department of Education to allow the termination of any building constructed with PECO funds.

The Castaldi Formula Analysis stipulates two rules to consider when deciding whether to modernize or replace an educational facility:

1. If the cost of modernization exceeds 40% of a cost to construct a comparable new building; and
2. If any two of the following items are required, modernization should be questioned;
 - a. Major replacement of plumbing, heating and air-conditioning (HVAC);
 - b. Total replacement of electrical wiring
 - c. Basic structural changes involving space arrangements;
 - d. Complete replacement of roofing; or
 - e. Complete revamping of the fenestration pattern (exterior walls and windows).

Harvard Jolly Architecture, Inc.'s findings indicate that the ratio of modernization to replacement of the M.M. Bennett Library (constructed in 1965) is 239%. This was calculated using the Castaldi Formula Analysis and confirms that the State would recommend replacement and construction of a new facility. The entire report by Harvard Jolly Architecture, Inc. is available upon request.

Per the State process for building replacement, this request will be submitted to the Florida Department of Education. Additionally, we will request the Office of Educational Facilities to

perform a site visit to inspect this building, review the request for demolition and approve the demolition of the M.M.Bennett Library (Facility 32).

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Susan Reiter, Vice President, Facilities Planning and Institutional Services; Stan Vittetoe, Provost, Clearwater Campus; and Ward Friszolowski, Executive Vice President, Harvard Jolly Architecture, recommend approval.

Attachment

smr0302121

RESOLUTION of the
BOARD OF TRUSTEES
ST. PETERSBURG COLLEGE
St. Petersburg, Florida

WHEREAS, the property commonly known as the M.M. Bennett Library (Facility 32) at the Clearwater Campus (Site 2) of St. Petersburg College is located at 2465 Drew Street, Clearwater, Florida; and

WHEREAS, said property is in unsatisfactory condition and has been evaluated using the Castaldi Formula Analysis and been determined to have a modernization to replacement ratio of approximately 239%, which is higher than the recommended ratio of 40% or less for modernization; and

BE IT THEREFORE RESOLVED, pursuant to Section 1013.28, Florida Statutes, the Board of Trustees declares said property is unnecessary for educational or ancillary purposes and authorizes the termination of said property.

Dated this 20th day of March, 2012


Terrence E. Brett, Chair
Board of Trustees
St. Petersburg College

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

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #11 to the Educational Plant Survey dated June 19, 2007, (Spot Survey #11) Termination of M. M. Bennett Library (Building 32), Clearwater Campus (Site 2)

Approval is sought for Amendment #11 (Spot Survey #11) to the Educational Plant Survey dated June 19, 2007.

This Amendment will provide for the Termination of the M. M. Bennett Library (Building 32) at the Clearwater Campus (Site 2) as recommended in the Castaldi Analysis completed by Harvard Jolly Architecture, Inc.

The Board of Trustees is required to amend the existing Educational Plant Survey utilizing the Spot Survey process. The attached Spot Survey is an official request for the State to accept the modifications to the Educational Plant Survey. Once this is approved by the Board of Trustees, the Department of Education is responsible for filing and updating the Educational Plant Survey as part of the official State record and future reference.

This amendment adds the following item to the Educational Plant Survey:

Site 2: Clearwater Campus

2.48 Termination of the M. M. Bennett Library (Building 32) Clearwater Campus, for a total of 38,214 gross square feet. This building will be terminated from the Facilities Inventory of St. Petersburg College, and will be demolished in conjunction with a future project in that location in accordance with Section 1013.28(1)(a), Florida Statutes.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; and Susan Reiter, Vice President, Facilities Planning and Institutional Services; Stan Vittetoe, Provost, Clearwater Campus; and Ward Friszolowski, Executive Vice President, Harvard Jolly Architecture, recommend approval.

Attachment

smr0302121

AMENDMENT #11 (Spot Survey #11)
EDUCATIONAL PLANT SURVEY dated June 19, 2007
St. Petersburg College
March 20, 2012

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has conducted an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 19, 2007. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendation is made.

The College needs to amend the Educational Plant Survey dated June 19, 2007 to include the following item:

Site 2: Clearwater Campus

- 2.48 Termination of the M. M. Bennett Library (Building 32) Clearwater Campus, for a total of 38,214 gross square feet. This building will be terminated from the Facilities Inventory of St. Petersburg College, and will be demolished in conjunction with a future project in that location in accordance with Section 1013.28(1)(a), Florida Statutes.**

Approved by the Board of Trustees of St. Petersburg College on March 20, 2012.

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

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Request to Advertise for Professional Architectural Services to Construct a Library Building, Site Improvements, Clearwater Campus

Authorization is sought to advertise for Professional Architectural Services under the College's Professional Services Selection Process and to select firms ranked in priority order for Board approval to Construct a Library Building, Site Improvements, Clearwater Campus.

The College has the need for architectural services to Construct a new Library Building with Site Improvements to replace the M.M. Bennett Library on the Clearwater Campus. Therefore, authorization is requested to advertise for these services and to recommend firms to the Board, ranked in preference, for projects following the selection process as provided for in Florida Statute 287.055, under the Consultants' Competitive Negotiations Act, which establishes procedures, including public announcement for selecting the services of professionals.

This firm would provide complete architectural, engineering and design services including planning and study activities for the construction of a new library facility of approximately 38,214 gross square feet with an estimated budget of \$12 million dollars, to include students learning support and service areas, offices and related support spaces. In addition, this project will include site infrastructure improvements to support the new facility.


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

smr0302121

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Amendment #13 to the Educational Plant Survey dated June 19, 2007 (Spot Survey #13), Construct Marine Science Lab, Classrooms and Site Improvements, Utilities, Bay Pines Center (Site 6)

Approval is sought for Amendment #13 (Spot Survey #13) to the Educational Plant Survey dated June 19, 2007.

The College's existing Survey Recommendations as listed in the Educational Plant Survey dated June 19, 2007, contains recommendations 6.01 through 6.23 which includes all site improvements, roadways, lighting and utilities for a new undeveloped site; request to construct one classroom facility and service areas of 1,400 net square feet; and the request to construct one marine biology laboratory suite for 1,800 net square feet.

This Amendment #13 and Spot Survey #13 request will add an additional two classrooms and service areas in the amount of 2,800 net square feet and two additional science laboratories in the amount of 3,600 net square feet to the Bay Pines Center. In order to move forward with this facility, we must amend our current Educational Plant Survey with recommendations number 6.24 and 6.25. This Amendment will incorporate the necessary components to construct a new building that meets the educational needs of the Marine Science Program at the Bay Pines Center (Site 6).

The Board of Trustees is required to amend the existing Educational Plant Survey utilizing the Spot Survey process. The attached Spot Survey is an official request for the State to accept the modifications to the Educational Plant Survey. Once this is approved by the Board of Trustees, the Department of Education is responsible for filing and updating the Educational Plant Survey as part of the official State record and future reference.

This amendment adds the following items to the Educational Plant Survey:

Site 6: Bay Pines Center

6.24 Construct Marine Science Classroom facilities and service areas; use codes 110, 115, 120, 125; 100 student stations, 2800 NSF, 3977 GSF

6.25 Construct Marine Science laboratory suite; use codes 210, 215, for 50 student stations, 3600 NSF, 5113 GSF

The overall total space for a new facility at Bay Pines Center facility will be 23,107 gross square feet consisting of three (3) classrooms, three (3) laboratories, service areas, office spaces and related spaces with a total number of 225 student stations.

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Susan Reiter, Vice President, Facilities Planning and Institutional Services; and Phil Nicotera, Provost, Health Education Center, recommend approval.

Attachment

smr0302121

AMENDMENT #13 (Spot Survey #13)
EDUCATIONAL PLANT SURVEY dated June 19, 2007
St. Petersburg College
March 20, 2012

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has prepared an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 19, 2007. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendations are made:

The College needs to amend the Educational Plant Survey dated June 19, 2007 to include the following items:

Site 6: Bay Pines Center

- 6.24 Construct Marine Science Classroom facilities and service areas; use codes 110, 115, 120, 125; 100 student stations, 2800 NSF, 3977 GSF**
- 6.25 Construct Marine Science laboratory suite; use codes 210, 215, for 50 student stations, 3600 NSF, 5113 GSF**

Approved by the Board of Trustees of St. Petersburg College on March 20, 2012.

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

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

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

SUBJECT: Disposition of Surplus or Obsolete Property (Survey # 541)

The items of tangible personal property that follow have been declared as surplus or obsolete and are of no further economical use to the College. Regarding the retirement of desktop computers, the College's Technology Oversight Group (TOG) recommends that any desktop computer comparable to or older than the Dell GX270 model be moved to surplus. Any laptop computer comparable to or older than the Dell D800 model, or any C series (or comparable) should be moved to surplus. These older computers do not efficiently support the Windows 2007 operating systems and application suites.

Pursuant to Board of Trustees Rule 6Hx23-5.13 (IV), the Property Survey Committee requests authorization to sell or otherwise dispose of this property in the manner prescribed by Chapter 274, Florida Statutes.

Tag Number	Description	Acquisition Date	Condition	Acquisition Cost
01734	Hematology Analyzer:Sequ	8/1/1987	obsolete	\$6,299.00
02904	Edit Control Unit:Sony	2/1/1984	obsolete	\$1,635.60
02930	Quad Monitor:Sony	8/1/1983	obsolete	\$1,109.25
02966	Video Component	6/1/1984	obsolete	\$1,411.00
02969	Black Burst Generator	6/1/1988	obsolete	\$1,397.38
03267	Radial Saw:Black & Decke	12/1/1989	obsolete	\$1,037.00
04525	Video Camera:Panasonic	8/1/1988	obsolete	\$1,668.50
05739	Cassette Play/Rec:Sony	8/1/1990	obsolete	\$5,258.00
05740	Television Generator:Tek	8/1/1990	obsolete	\$5,645.00
06689	Recording System:Sony	10/1/1991	obsolete	\$1,312.00
08337	Portable Sound System:Al	7/9/1993	obsolete	\$2,313.33
08339	Black Burst Distribution	8/1/1993	obsolete	\$3,280.00
08340	Player/Editor:Sony	8/1/1993	obsolete	\$10,480.00
08349	Waveform Monitor:Videote	8/1/1993	obsolete	\$2,330.00
08350	Vectorscope:Videotek	8/1/1993	obsolete	\$2,330.00
08431	Production Switcher:Vide	9/1/1993	obsolete	\$10,347.84

08433	Waveform Monitor:Videote	9/1/1993	obsolete	\$1,934.60
08434	Vectorscope:Videotek	9/1/1993	obsolete	\$1,955.50
08441	Audio Mixing Console:Pan	9/1/1993	obsolete	\$1,609.95
08779	Portable X-Ray Unit	6/1/1994	obsolete	\$4,875.00
09873	Playback System:Matco	12/4/1996	obsolete	\$7,508.00
09921	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
09922	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
09924	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
09926	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
09927	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
09928	U-Matic Player:Sony	11/1/1995	obsolete	\$1,852.50
11264	Laptop Computer:Dell	4/29/1997	obsolete	\$3,563.00
11285	Video Camera: VistaCam	6/28/1997	obsolete	\$5,350.00
11299	Printer: Vistacam	6/28/1997	obsolete	\$2,649.00
11867	Printer:Lexmark 1650N	8/8/1997	obsolete	\$1,422.95
12030	Desk w/patron ledge	7/15/1997	poor	\$1,137.12
12439	U-Matic Player	8/14/1997	obsolete	\$2,265.80
12440	U-Matic Player	8/14/1997	obsolete	\$2,265.80
12441	U-Matic Recorder/Player	8/14/1997	obsolete	\$4,337.65
12442	U-Matic Recorder/Player:Sony	8/14/1997	obsolete	\$3,896.15
12569	Printer:Lexmark 1650N	1/21/1998	poor	\$1,281.63
12576	Printer:Lexmark 1650N	1/21/1998	poor	\$1,549.78
12764	Printer:Lexmark 1650N	6/5/1998	poor	\$1,304.53
12796	Colortran Digital Dimmer	5/13/1998	obsolete	\$1,215.34
13550	Hi Fi Video Duplicator:JVC	1/14/1999	obsolete	\$3,542.20
13866	Diagonal Smartboard:72"	9/21/1998	obsolete	\$2,500.00
14470	Projector:Lightware	4/7/1999	obsolete	\$1,995.00
15195	Smartboard w/stand	6/29/1999	obsolete	\$1,863.33
15398	UPS System	7/28/1999	obsolete	\$1,353.00
16053	Powerbook:Apple	12/6/1999	obsolete	\$2,249.00
16060	Miniframe	12/6/1999	obsolete	\$1,944.59
16318	13" Monitor:Panasonic	12/1/1999	obsolete	\$3,201.60
16319	13" Monitor:Panasonic	12/1/1999	obsolete	\$3,201.60
16322	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16324	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16326	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16327	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16328	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16329	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85

16331	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16333	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16334	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16335	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16336	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16337	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16338	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16339	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16340	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16341	9" Monitor:Panasonic	12/1/1999	obsolete	\$2,732.85
16343	Waveform Monitor	12/1/1999	obsolete	\$3,840.35
16344	Vectorscope	12/1/1999	obsolete	\$4,246.60
16345	27" Monitor:Sony	12/1/1999	obsolete	\$2,899.10
16346	27" Monitor:Sony	12/1/1999	obsolete	\$2,899.11
16347	Quad Splits:Panasonic	12/1/1999	obsolete	\$2,983.86
16348	Quad Splits:Panasonic	12/1/1999	obsolete	\$2,983.86
16349	Quad Splits:Panasonic	12/1/1999	obsolete	\$2,983.86
16350	Tape Duplicating System	12/1/1999	obsolete	\$7,795.36
	Video Automatic Level			
16356	Controll	12/1/1999	obsolete	\$3,939.11
16365	Integrated Control System	12/1/1999	obsolete	\$3,920.36
16376	14" Touch Control Monitor	12/1/1999	obsolete	\$3,890.36
17051	LCD Projector:Sony	4/7/2000	obsolete	\$2,499.00
17098	Videoscope w/2 docking stat	4/4/2000	obsolete	\$14,900.00
17433	Projection Unit:Elmo	6/20/2000	obsolete	\$1,130.00
17434	Projection Unit:Elmo	6/20/2000	obsolete	\$1,130.00
17435	Projection Unit:Elmo	6/20/2000	obsolete	\$1,130.00
17436	Projection Unit:Elmo	6/20/2000	obsolete	\$1,130.00
17438	Projection Unit:Elmo	6/20/2000	obsolete	\$1,130.00
17974	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
17975	Computer: Dell 340	11/19/2001	obsolete	\$2,690.95
17976	Computer: Dell 340	11/19/2001	obsolete	\$2,690.95
17977	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
17979	Computer: Dell 340	11/19/2001	obsolete	\$2,690.95
17981	Computer: Dell 340	11/19/2001	obsolete	\$2,690.95
17982	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
17983	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
17985	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
17986	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95

17987	Computer: Dell 340	11/19/2001	obsolete	\$2,386.90
17988	Computer: Dell 340	11/13/2001	obsolete	\$2,950.95
18052	Power-Vault Base System	6/16/2000	obsolete	\$7,799.00
18261	Projector:Sony	10/5/2000	obsolete	\$2,240.00
18262	Projector:Sony	10/5/2000	obsolete	\$2,240.00
18863	Laptop Computer:Dell Latitude	2/22/2001	obsolete	\$2,281.00
18918	Computer:Dell 330	3/7/2001	obsolete	\$3,549.26
18938	Laptop Computer:Dell Latitude	3/30/2001	obsolete	\$2,290.00
18990	Projector:Epson	11/7/2000	obsolete	\$5,278.00
19126	Custom Lecturn Input Panel	2/8/2000	obsolete	\$2,232.86
19140	VDA:Sigma	2/8/2000	obsolete	\$5,357.86
19141	ADA:Sigma	2/8/2000	obsolete	\$3,857.86
19154	Projector:Epson	9/5/2001	obsolete	\$4,599.00
19659	Computer:Dell 330	6/29/2001	obsolete	\$3,076.00
19661	Computer:Dell 330	6/29/2001	obsolete	\$3,076.00
19702	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19707	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19708	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19709	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19713	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19714	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19715	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19716	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19718	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19719	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19720	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19721	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19722	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19723	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19724	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19725	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19727	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19728	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19729	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19731	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19733	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19734	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19736	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19737	Computer:Dell	6/29/2001	obsolete	\$1,698.00

19738	Computer:Dell	6/29/2001	obsolete	\$1,698.00
19772	Server:Dell 2500	2/12/2002	obsolete	\$3,714.00
19894	Pro Box:Creston	3/26/2001	obsolete	\$2,897.87
20346	Computer:Dell 530	10/17/2001	obsolete	\$2,108.00
20377	Computer:Dell prcision 530	12/18/2001	obsolete	\$3,997.00
20380	Computer:Dell Precision 530	12/18/2001	obsolete	\$4,760.00
20405	Computer:Dell 530	6/24/2002	obsolete	\$7,658.00
20407	Computer:Dell 530	6/11/2002	obsolete	\$3,395.00
20501	Computer:Dell GX150	12/11/2001	obsolete	\$1,286.67
20552	Laptop Computer: Dell Latitude	4/17/2002	obsolete	\$4,063.00
20851	Computer:Dell GX240	11/13/2001	obsolete	\$1,313.95
20883	Computer: Dell 340	11/7/2001	obsolete	\$2,950.95
20884	Computer: Dell 340	11/7/2001	obsolete	\$2,165.95
20886	Computer: Dell 340	11/7/2001	obsolete	\$2,274.95
20888	Computer: Dell 340	11/7/2001	obsolete	\$2,950.95
20891	Computer: Dell 340	11/7/2001	obsolete	\$2,950.95
20892	Computer: Dell 340	11/7/2001	obsolete	\$2,165.95
20893	Computer: Dell 340	11/7/2001	obsolete	\$2,950.95
20894	Computer: Dell 340	11/7/2001	obsolete	\$2,165.95
20895	Computer: Dell 340	11/7/2001	obsolete	\$2,165.95
20896	Computer: Dell 340	11/7/2001	obsolete	\$2,950.95
20897	Computer: Dell 340	11/7/2001	obsolete	\$2,165.95
20909	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
20947	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
20948	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
20951	Computer: Dell GX240	11/13/2001	obsolete	\$1,313.95
21026	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
21031	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
21033	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
21034	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
21036	Computer:Dell 330	11/6/2001	obsolete	\$4,077.00
21064	Computer: Dell 340	11/13/2001	obsolete	\$2,274.95
21065	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
21066	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
21067	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
21068	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
21071	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
21072	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
21073	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95

21074	Computer: Dell 340	11/13/2001	obsolete	\$2,165.95
21222	Smartboard 60"	12/5/2001	obsolete	\$1,199.00
21223	Smartboard 60"	12/5/2001	obsolete	\$1,199.00
21249	Computer:Dell GX240	12/11/2001	obsolete	\$1,131.00
21295	Computer: Dell 340	11/19/2001	obsolete	\$2,610.95
21296	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
21297	Computer: Dell 340	11/13/2001	obsolete	\$2,950.95
21299	Computer: Dell 340	11/19/2001	obsolete	\$1,905.95
21300	Computer: Dell 340	11/13/2001	obsolete	\$2,950.95
21301	Computer: Dell 340	11/13/2001	obsolete	\$2,950.95
21401	Computer: Dell 530	2/27/2002	obsolete	\$4,687.00
21402	Computer:Dell 530	2/27/2002	obsolete	\$2,914.00
21944	Workstation (6)	1/24/2002	poor	\$6,934.50
22077	Printer:Lexmark T620N	6/4/2002	poor	\$1,322.00
22145	Computer:Dell 530	4/23/2002	obsolete	\$3,963.00
22150	Computer:Dell 530	4/23/2002	obsolete	\$3,963.00
22151	Computer:Dell 530	4/23/2002	obsolete	\$3,963.00
22153	Computer:Dell 530	4/23/2002	obsolete	\$3,963.00
22156	Computer:Dell 530	4/23/2002	obsolete	\$3,963.00
22196	Computer: Dell GX240	4/5/2002	obsolete	\$1,708.54
22266	Printer: Lexmark T620n	5/17/2002	poor	\$1,322.00
22450	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22787	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22788	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22789	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22790	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22791	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22792	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22793	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22794	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22795	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22796	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22797	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22798	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22799	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22800	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22801	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22806	Computer: Dell GX260T	6/18/2002	obsolete	\$1,513.00
22816	Computer: Dell GX260T	6/12/2002	obsolete	\$1,513.00

22817	Computer: Dell GX260T	6/11/2002	obsolete	\$1,060.00
22818	Computer: Dell GX260T	6/11/2002	obsolete	\$1,060.00
23176	Six Unit Book Shelf	9/21/2001	obsolete	\$3,236.11
23179	Four Unit Reference Shelf	9/21/2001	obsolete	\$3,703.77
23181	Four Unit Reference Shelf	9/21/2001	obsolete	\$3,703.77
23183	Four Unit Reference Shelf	9/21/2001	obsolete	\$3,703.77
23185	Four Unit Reference Shelf	9/21/2001	obsolete	\$3,703.77
23187	Four Unit Reference Shelf	9/21/2001	obsolete	\$3,703.77
23191	Five Unit Periodical Shelf	9/21/2001	obsolete	\$3,636.40
23192	Five Unit Periodical Shelf	9/21/2001	obsolete	\$3,636.40
23331	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23332	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23333	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23334	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23335	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23336	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23337	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23338	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23339	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23340	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23341	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23343	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23344	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23345	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23346	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23347	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23348	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23349	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23350	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23351	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23352	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23353	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23354	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23355	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23356	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23359	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23360	Computer: Dell GX260T	8/14/2002	obsolete	\$1,005.00
23597	Projector:Epson 7700	3/28/2003	obsolete	\$6,664.62
23640	Laptop Computer: Dell Latitude	10/23/2002	obsolete	\$2,485.67

23680	Computer: Dell GX260T	11/6/2002	obsolete	\$1,285.81
23707	Projector:Epson	8/21/2002	obsolete	\$6,789.15
23863	Projector:Epson	9/24/2002	obsolete	\$6,583.91
23864	Projector:Epson	9/24/2002	obsolete	\$6,583.91
23918	Scan Convertor:InLine	2/17/2003	obsolete	\$2,758.69
23971	Computer: Dell GX260	11/14/2002	obsolete	\$1,454.44
23975	Computer: Dell GX260	11/14/2002	obsolete	\$1,454.44
23979	Laptop Computer: Dell Latitude	11/18/2002	obsolete	\$3,780.12
23994	Computer: Compaq	1/15/2003	obsolete	\$2,514.14
24210	CVDA 6MX	11/22/2002	obsolete	\$1,009.23
24296	TV Master Control Switcher	5/19/2003	obsolete	\$6,812.75
24359	Projector:Epson	11/22/2002	obsolete	\$7,034.51
24364	Projector:Epson 8100	11/22/2002	obsolete	\$13,287.23
24395	Projector:Epson	11/22/2002	obsolete	\$6,725.83
24416	Camera System:Panasonic	11/22/2002	obsolete	\$21,368.50
24417	Camera System:Panasonic	11/22/2002	obsolete	\$21,368.50
24523	Laptop Computer: Dell M50	3/4/2003	obsolete	\$3,798.00
24546	ViewStation:PolyCom VS4000	9/6/2002	poor	\$36,862.15
24639	Computer:Dell 650	3/7/2003	obsolete	\$8,204.55
24743	Power Vault:Dell	4/29/2003	obsolete	\$5,343.00
24796	Computer: Dell GX260T	4/16/2003	obsolete	\$2,163.00
24883	Computer:Dell GX260T	4/28/2003	obsolete	\$1,857.00
24892	Laptop Computer:Dell Latitude	5/15/2003	obsolete	\$2,778.30
24948	Computer: Dell GX260T	4/21/2003	obsolete	\$1,257.00
25029	Laptop Computer:Dell Latitude	5/6/2003	obsolete	\$2,778.00
25060	Laptop Computer:Dell Latitude	5/19/2003	obsolete	\$2,086.00
25067	Laptop Computer: Dell Latitude	5/20/2003	obsolete	\$3,209.51
25068	Laptop Computer: Dell Latitude	5/20/2003	obsolete	\$3,209.51
25069	Laptop Computer:Dell Latitude	5/21/2003	obsolete	\$2,625.00
25070	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25071	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25072	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25075	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25077	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25078	Laptop Computer: Dell Latitude	5/21/2003	obsolete	\$2,625.00
25097	Laptop Computer: Dell Latitude	4/28/2003	obsolete	\$2,423.00
25098	Laptop Computer: Dell Latitude	4/28/2003	obsolete	\$2,423.00
25099	Laptop Computer: Dell Latitude	4/28/2003	obsolete	\$2,423.00
25124	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00

25133	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00
25134	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00
25135	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00
25136	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00
25137	Computer:Dell GX260T	5/30/2003	obsolete	\$1,269.00
25148	Laptop Computer: Dell Latitude	4/29/2003	obsolete	\$3,209.51
25316	Computer:Dell GX260T	4/30/2003	obsolete	\$1,272.00
25317	Computer:Dell GX260T	4/30/2003	obsolete	\$1,272.00
25323	Computer:Dell GX260T	4/30/2003	obsolete	\$1,272.00
25325	Computer:Dell GX260T	4/30/2003	obsolete	\$1,272.00
25456	Computer: Dell 533	5/1/2003	obsolete	\$5,146.00
25466	Computer: Dell 533	5/1/2003	obsolete	\$5,146.00
25683	Computer: Dell GX260T	4/29/2003	obsolete	\$1,234.00
25879	Laptop Computer: Dell Latitude	5/12/2003	obsolete	\$2,648.00
25882	Laptop : Dell Latitude D800	5/12/2003	obsolete	\$2,648.00
25883	Laptop Computer: Dell Latitude	5/12/2003	obsolete	\$2,648.00
25913	Computer: Dell 533	5/14/2003	obsolete	\$5,146.00
25944	UPS:APC Smart	6/30/2003	obsolete	\$1,546.00
26007	Fax Machine:Okidata	3/18/2004	poor	\$1,466.40
26219	Projector:Epson	8/20/2003	obsolete	\$10,451.08
26228	SingleCard Tower Base:Danyl	8/13/2003	obsolete	\$3,331.26
26229	SingleCard Tower Base:Danyl	8/13/2003	obsolete	\$3,331.26
26382	Computer:Dell GX260S	6/25/2003	obsolete	\$1,369.00
26411	Computer:Dell GX260S	6/26/2003	obsolete	\$1,235.00
26432	Computer:Dell GX260S	6/26/2003	obsolete	\$1,235.00
26511	Laptop Computer:Toshiba	3/16/2004	obsolete	\$2,697.02
26638	Laptop Computer:Dell Latitude	7/15/2003	obsolete	\$1,947.00
26641	Laptop Computer:Dell Latitude Codec:Polycom ViewFX	7/15/2003	obsolete	\$1,947.00
26689	Station	8/9/2003	poor	\$9,271.48
26767	Laptop Computer:Dell Latitude	8/23/2004	obsolete	\$3,093.58
26783	Computer:Dell GX260T	7/29/2003	obsolete	\$1,029.00
27015	Laptop Computer:Dell Latitude	11/17/2003	obsolete	\$2,381.00
27078	Laptop Computer:Dell M60	3/2/2004	obsolete	\$4,044.04
27194	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27195	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27196	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27197	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27198	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00

27199	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27200	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27202	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27203	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27204	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27205	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27206	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27207	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27208	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27209	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27210	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27211	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27213	Computer:Dell GX270T	11/14/2003	obsolete	\$1,302.00
27235	Projector:Eiki	4/15/2004	obsolete	\$8,870.26
27236	Projector:Eiki	4/15/2004	obsolete	\$8,870.26
27262	Codec:Polycom	8/31/2004	poor	\$8,894.50
27270	V/S Codec:Polycom	8/31/2004	poor	\$9,089.31
27482	Laptop Computer:Dell Latitude	2/10/2004	obsolete	\$2,020.80
27483	Printer:LaserJet 4600n	2/13/2004	poor	\$2,172.08
27603	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27604	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27605	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27606	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27607	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27608	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27609	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27610	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27611	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27612	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27613	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27614	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27615	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27616	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27617	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27618	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27619	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27620	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27621	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27622	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90

27623	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27624	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27625	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27626	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27627	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27628	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27629	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27630	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27631	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27632	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27633	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27635	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27636	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27637	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27638	Laptop Computer:Dell Latitude	3/10/2004	obsolete	\$1,508.90
27672	Laptop Computer:Dell Latitude	4/5/2004	obsolete	\$2,453.10
27673	Laptop Computer:Dell Latitude	4/5/2004	obsolete	\$2,453.10
27674	Laptop Computer:Dell Latitude	4/5/2004	obsolete	\$2,453.10
27675	Laptop Computer:Dell Latitude	4/5/2004	obsolete	\$2,453.10
27693	Laptop Computer:Dell Latitude	4/14/2004	obsolete	\$2,549.16
27702	Laptop Computer:Dell Latitude	4/27/2004	obsolete	\$3,008.82
27722	Computer:Dell GX270	5/7/2004	obsolete	\$1,502.73
27844	Projector:Epson	3/15/2004	obsolete	\$6,583.05
27845	Projector:Epson	3/15/2004	obsolete	\$6,583.05
27896	Projector:Epson	12/16/2004	obsolete	\$3,039.99
27921	Laptop Computer:Dell Latitude	3/1/2004	obsolete	\$3,008.82
27923	Laptop Computer:Dell Latitude	3/1/2004	obsolete	\$3,008.82
28002	Switch:Extreme Summit 48	5/13/2004	poor	\$2,364.81
28025	Laptop Computer:Dell Latitude	5/27/2004	obsolete	\$3,030.08
28073	Latitude D600	8/12/2004	obsolete	\$2,858.92
28076	Laptop Computer:Dell Latitude	8/23/2004	obsolete	\$1,833.00
28091	Computer:Dell GX270	9/9/2004	obsolete	\$1,770.89
28098	Laptop Computer:Dell Latitude	9/9/2004	obsolete	\$2,862.81
28136	PowerVault:Dell 745N	9/14/2004	poor	\$5,172.74
28146	Laptop Computer:Toshiba	10/19/2004	obsolete	\$1,826.10
28147	Laptop Computer:Toshiba	10/19/2004	obsolete	\$1,826.10
28161	Laptop Computer:Toshiba	11/10/2004	obsolete	\$1,826.10
28197	Computer:Dell SX270	5/23/2004	obsolete	\$1,057.00
28201	Computer:Dell SX270	5/23/2004	obsolete	\$1,057.00

28207	Computer:Dell SX270	5/23/2004	obsolete	\$1,057.00
28232	Laptop Computer:Dell Latitude	6/1/2004	obsolete	\$2,708.51
28233	Laptop Computer:Dell Latitude	6/1/2004	obsolete	\$2,708.51
28235	Laptop Computer:Dell Latitude	6/1/2004	obsolete	\$2,708.51
28260	Camera View Control:Vaddio	8/31/2004	obsolete	\$2,162.86
28266	Codec:Polycom	8/31/2004	poor	\$11,261.32
28284	Laptop Computer:Apple G4	10/11/2004	obsolete	\$2,803.00
28299	LCD Projector:Eiki	11/19/2004	obsolete	\$9,729.37
28303	Quad Bri/Isdn Module:Polycom	12/2/2004	obsolete	\$1,685.07
28546	Laptop Computer:Dell Latitude	8/20/2004	obsolete	\$1,791.00
28548	Laptop Computer:Dell Latitude	8/20/2004	obsolete	\$1,791.00
28552	Laptop Computer:Dell Latitude	8/20/2004	obsolete	\$1,791.00
28554	Laptop Computer:Dell Latitude	8/20/2004	obsolete	\$1,791.00
28557	Laptop Computer:Dell Latitude	8/20/2004	obsolete	\$1,791.00
28567	Laptop Computer:Dell Latitude	8/26/2004	obsolete	\$1,802.00
28573	Laptop Computer:Dell Latitude	8/26/2004	obsolete	\$1,802.00
28582	Laptop Computer:Dell Latitude	8/26/2004	obsolete	\$1,802.00
28595	Laptop Computer:Dell Latitude	9/9/2004	obsolete	\$2,705.07
28596	Laptop Computer:Dell Latitude	9/9/2004	obsolete	\$2,705.07
28599	Laptop Computer:Dell Latitude	9/9/2004	obsolete	\$2,705.07
28601	Laptop Computer:Dell Latitude	9/8/2004	obsolete	\$2,427.96
28653	Computer:Dell SX280	11/2/2004	obsolete	\$1,339.94
28657	Computer:Dell SX280	11/2/2004	obsolete	\$1,339.94
28668	Laptop Computer:Dell Latitude	11/10/2004	obsolete	\$2,701.10
28670	Laptop Computer:Dell Latitude	11/10/2004	obsolete	\$2,701.10
28850	Tape Back Up:Dell	10/8/2004	obsolete	\$2,010.00
28912	Visual Concert:Polycom	12/6/2004	obsolete	\$1,682.81
29026	Laptop Computer:Dell Latitude	11/30/2004	obsolete	\$2,629.49
29029	Computer:Dell GX280	12/3/2004	obsolete	\$1,224.96
29037	Projector:BoxLight	12/8/2004	obsolete	\$1,723.00
29055	Laptop Computer:Dell Latitude	12/20/2004	obsolete	\$1,866.01
29056	Laptop Computer:Dell Latitude	12/20/2004	obsolete	\$1,866.01
29057	Laptop Computer:Dell Latitude	12/20/2004	obsolete	\$1,866.01
29066	Laptop Computer:Dell Latitude	12/21/2004	obsolete	\$1,566.48
29112	Laptop Computer:Dell Latitude	1/17/2005	obsolete	\$1,486.04
29121	Laptop Dell Latitude D600	1/25/2005	obsolete	\$2,576.36
29237	Computer:Dell 170L	1/27/2005	obsolete	\$1,210.37
29258	Computer:Dell GX280	1/31/2005	obsolete	\$1,234.00
29272	Laptop Computer:Dell Latitude	2/25/2005	obsolete	\$2,122.53

29273	Laptop Computer:Dell Latitude	2/25/2005	obsolete	\$2,122.53
29294	RGB Conn:Polycom	12/3/2004	obsolete	\$1,583.00
29420	Laptop Computer:Dell Latitude	3/8/2005	obsolete	\$1,854.10
29423	Laptop Computer:Dell Latitude	3/9/2005	obsolete	\$1,854.10
29425	Laptop Computer:Dell Latitude	3/9/2005	obsolete	\$1,854.10
29428	Computer:Dell GX280	3/9/2005	obsolete	\$1,092.52
29429	Laptop Computer:Dell Latitude	3/8/2005	obsolete	\$1,854.10
29430	Laptop Computer:Dell Latitude	3/8/2005	obsolete	\$1,854.10
29450	Printer:Lexmark	3/31/2005	poor	\$2,708.00
29478	Laptop Computer:Dell Latitude	4/20/2005	obsolete	\$1,369.25
29495	Laptop Computer:Dell Latitude	4/22/2005	obsolete	\$2,656.40
29505	Laptop Computer:Dell Latitude	5/2/2005	obsolete	\$2,283.37
29507	Laptop Computer:Del Latitude	5/2/2005	obsolete	\$2,283.37
29926	Visual Concert FX:Polycom	7/18/2005	poor	\$2,126.41
29987	Laptop Computer:Dell Latitude	5/5/2005	obsolete	\$2,500.51
29988	Laptop Computer:Dell Latitude	5/5/2005	obsolete	\$2,500.51
30006	Laptop :Dell Latitude D610	5/13/2005	obsolete	\$2,266.53
30007	Laptop Computer:Dell Latitude	5/13/2005	obsolete	\$2,266.53
30017	Laptop Computer:Dell Latitude	5/17/2005	obsolete	\$2,798.65
30020	Laptop Computer:Dell Latitude	5/20/2005	obsolete	\$2,700.24
30021	Laptop Computer:Dell Latitude	5/20/2005	obsolete	\$2,700.24
30023	Laptop Computer:Dell Latitude	5/23/2005	obsolete	\$2,700.24
30024	Laptop Computer:Dell Latitude	5/23/2005	obsolete	\$2,700.24
30034	Laptop Computer:Dell Latitude	5/31/2005	obsolete	\$2,167.79
30333	IP Panel-Interwrite	6/21/2006	obsolete	\$1,662.78
30334	IP Panel-Interwrite	6/21/2006	obsolete	\$1,662.78
30567	Computer:Dell GX280	6/7/2005	obsolete	\$1,154.89
30601	Laptop Computer:Dell Latitude	6/14/2005	obsolete	\$2,462.01
30628	Projector:Eiki	6/16/2006	poor	\$9,781.06
30629	Projector:Eiki	6/16/2006	poor	\$9,781.06
30760	Projector:Eiki	4/6/2006	obsolete	\$6,403.69
30761	Projector:Eiki	4/6/2006	obsolete	\$6,403.69
30770	Viewxtreme: Vaddio	4/6/2006	obsolete	\$4,288.73
30827	Laptop Computer:Dell Latitude	6/7/2005	obsolete	\$1,931.80
30845	Laptop Computer:Dell Latitude	6/15/2005	obsolete	\$3,433.36
30917	Laptop Computer:Dell Latitude	8/9/2005	obsolete	\$2,660.23
30918	Laptop Computer:Dell Latitude	8/9/2005	obsolete	\$2,070.47
30931	Laptop Computer:Dell Latitude	8/16/2005	obsolete	\$1,627.18
31112	Computer:Dell GX280	6/14/2005	obsolete	\$1,119.91

31143	Computer:Dell GX280	6/14/2005	obsolete	\$1,119.91
31259	Computer:Dell 670	8/10/2005	obsolete	\$3,186.00
31339	Computer:Dell GX280	7/18/2005	obsolete	\$1,437.00
31342	Computer:Dell GX280	7/18/2005	obsolete	\$1,059.00
31354	Computer:Dell GX280	7/18/2005	obsolete	\$1,437.00
31487	Laptop Computer:Dell Latitude	8/8/2005	obsolete	\$1,566.00
31492	Laptop Computer:Dell Latitude	8/12/2005	obsolete	\$1,566.00
31508	VS4000:Polycom	11/9/2005	obsolete	\$8,100.00
31570	Laptop Computer Dell Latitude	8/17/2005	obsolete	\$2,096.69
31571	Laptop Computer:Dell Latitude	8/17/2005	obsolete	\$2,096.69
31572	Laptop Computer:Dell Latitude	8/17/2005	obsolete	\$2,096.69
31587	Laptop Computer:Dell Latitude	8/23/2005	obsolete	\$3,220.08
31588	Laptop Computer:Dell Latitude	8/23/2005	obsolete	\$3,220.08
31589	Laptop Computer:Dell Latitude	8/23/2005	obsolete	\$2,173.65
31590	Laptop Computer:Dell Latitude	8/24/2005	obsolete	\$2,436.93
31616	Computer:Dell GX280	9/16/2005	obsolete	\$1,140.05
31635	Computer:Dell GX280	9/16/2005	obsolete	\$1,140.05
31659	Laptop Computer:Dell Latitude	10/4/2005	obsolete	\$2,218.14
31769	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31770	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31772	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31774	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31775	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31777	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31779	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31788	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31790	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31791	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31792	Laptop Computer:Dell Latitude	8/18/2005	obsolete	\$1,424.00
31981	Laptop Computer:Dell Latitude	4/18/2006	obsolete	\$2,172.24
32005	Laptop Dell Latitude D810	5/3/2006	obsolete	\$1,635.42
32016	Laptop Computer:Dell Latitude	5/4/2006	obsolete	\$1,960.36
32067	Laptop Computer: Dell Latitude	5/17/2006	obsolete	\$1,427.52
32070	Laptop Computer: Dell Latitude	5/17/2006	obsolete	\$1,427.52
32071	Laptop Computer: Dell Latitude	5/17/2006	obsolete	\$1,427.52
32150	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32153	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32156	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32158	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00

32159	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32160	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32162	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32163	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32164	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32166	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32167	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32168	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32169	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32170	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32171	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32173	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32174	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32175	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32178	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32179	Computer:Dell GX280	8/19/2005	obsolete	\$1,037.00
32197	Computer:Dell 670	9/8/2005	obsolete	\$3,186.00
32199	Computer:Dell 670	9/8/2005	obsolete	\$3,186.00
32456	IPanel Display:Interwrite	12/14/2005	obsolete	\$1,461.68
33501	Laptop Computer:Dell Latitude	1/12/2006	obsolete	\$1,306.59
34152	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34154	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34155	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34157	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34162	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34163	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34164	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34165	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34166	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34167	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34168	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34169	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34172	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34173	Laptop Computer: Dell Latitude	4/26/2006	obsolete	\$1,856.81
34727	Projector:Eiki	10/3/2006	obsolete	\$4,632.37
34728	Projector:Eiki	10/3/2006	obsolete	\$4,689.84
34906	shevling light oak	1/16/2007	obsolete	\$1,754.00
35036	Printer:HP	9/21/2006	poor	\$2,236.36
35064	Laptop Computer:Dell Latitude	10/6/2006	obsolete	\$1,528.33

35067	Laptop Computer:Dell Latitude	10/6/2006	obsolete	\$1,528.33
35839	BRI-ISDN module	11/30/2006	obsolete	\$2,221.95
37999	Single Channel Transmitter	8/8/2007	obsolete	\$1,760.20
38000	Decoder w/ 4.5 audio	8/8/2007	poor	\$1,080.92
38002	Singel Channel Receiver	8/8/2007	poor	\$2,027.96
38041	Computer - Latitude D830	6/2/2008	poor	\$1,245.62
38549	Projector - Epson 6110i	10/1/2008	poor	\$1,560.90
			TOTAL:	\$1,469,572.65

The following list consists of equipment/furniture or supplies valued at less than \$1,000 individually, which are not accounted for on the property inventory. These items have also been declared surplus.

Miscellaneous Chairs, Tables and Furniture

Miscellaneous Computer & Telephone Parts

Miscellaneous Custodial Equipment

Miscellaneous Scientific, Medical, Exercise, Classroom and Kitchen Equipment

Doug Duncan, Senior Vice President, Administrative/Business Services and Information Technology; Susan Reiter, Vice President, Facilities Planning and Institutional Services; Conferlete Carney, Provost, Tarpon Springs Campus; Paul Spinelli, Director of Procurement and Asset Management; and Daya Pendharkar, Associate Vice President of Information Systems, recommend approval.

Djh0301121

March 20, 2012

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
2/4/2012	Edney,Jim S	Landscape Services SE	Landscaper
2/13/2012	Hicks,Gwendlynn Ann	Education & Student Svcs DO	Senior Staff Assistant
2/13/2012	Higgins,Debra L	Letters CL	Staff Assistant
2/7/2012	Lagomarsini, Yadirah	Academic Effective & Assessment	Administrative Specialist I
2/2/2012	Risberg,Chrissy	Provost TS	Academic Department Chair
2/6/2012	Rodreiguez Gomez,Pedro	BA Programs/UPC	Adjunct Bach Program
2/27/2012	Rossiter,Carla M	Baccalaureate Programs/UPC	Coord.,Assessment-BA Program
2/6/2012	Smith,Dana A	Veterinary Technology HC	Adjunct Bach Program
2/6/2012	Stubbs,Robert W	BA Programs/UPC	Adjunct Bach Program

HIRE Temporary/Supplemental

Effect. Date	Name	Department/Location	Title
2/24/2012	Antesberger,Nicholas	New Initiative Program - HC	OPS Career Level 1
2/6/2012	Baldwin,Margaret K	Veterinary Technology HC	Instructor - Temporary Credit
2/3/2012	Bligen,Ginger N	SPC-Downtown	OPS Career Level 1
1/9/2012	Bodie,Matthew D.	Letters SE	Supplemental Instr - Credit
1/9/2012	Brown,Suzanna F	Veterinary Technology HC	Instructor - Temporary Credit
1/9/2012	Bryson,Kathy M	Letters SE	Instructor - Temporary Credit
2/20/2012	Bynes,Silvia D	Payroll	OPS General Support
2/23/2012	Cipris,David R	Payroll	OPS General Support
1/9/2012	Copeland,Jacqueline	Mathematics SPG	Supplemental Instr - Credit
2/20/2012	DiBenedetto,Christine J	Srvcs Spc Students/OSSD CL	OPS Teaching Asst/Interpreter
2/18/2012	Donald,Jeffrey A	Corporate Training E&SS DO	Instructor- Temporary Non-Credit
1/9/2012	Epstein,Joan O	Social Science SE	Instructor - Temporary Credit
2/10/2012	Ferguson,Darren Vincent	New Initiative Program - HC	OPS Career Level 1
2/23/2012	Kelly,Andrea J	Mathematics TS	Supplemental Instr - Credit
1/9/2012	Kohrs,Dean A.	Social Science CL	Instructor - Temporary Credit

2/29/2012	Leadingham,Emma J	Business Office DO	OPS Career Level 2
2/6/2012	Lypka,Andrea E	Corporate Training E&SS DO	Instructor- Temporary Non-Credit
2/20/2012	Mabe,Logan D	Student Activities SPG	OPS Career Level 4
1/9/2012	Moses,Charles H	Clearwater Campus Provost	Instructor - Temporary Credit
2/6/2012	Nevarez Jr,Pablo	Provost CL	OPS Technical Level 1
2/11/2012	Risberg,Chrissy	Business Technologies CL	Supplemental Instr - Credit
2/13/2012	Snead,Christina M.	Enrollment Management DO	OPS Career Level 1
1/9/2012	Stark,Brandy B	Letters CL	Supplemental Instr - Credit
2/13/2012	Williams,Dale W	Fine & Applied Arts SPG	Other Professional- Temporary
3/1/2012	Wonsick,Beth M	Letters SE	Instructor - Temporary Credit

TRANSFER/PROMOTION Budgeted			
Effect. Date	Name	Department/Location	Title

2/20/2012	Vitale,Alisha	Enrollment Management DO	Director, Enrollment Mgt.
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FOREIGN TRAVEL			
Effect. Date	Name	Department/Location	Title

4/15/12 - 04/21/2012	Navarro, Rafael	Center for Public Safety Innovation	Instructor- Temporary Non-Credit
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Travel to San Salvador, El Salvador to provide for nationally recognized training programs.

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

ssw030212

St. Petersburg College

Classification & **UPDATE** Compensation Study

Presented to

SPC Board of Trustees – March 20, 2012

Fox Lawson & Associates

Hired in 2011 to:

- review the classification and compensation of Career Service and Administrative & Professional positions
 - evaluate grade based on duties/responsibilities
 - review job titles/descriptions
- recommend updated classification structure
 - logical job families
 - clear career paths
- draft new job descriptions
- recommend updated salary structure

Career Service – 1st priority; A&P – 2nd priority

Project status

Done: Draft Career Service classification structure

The work informing this new structure included:

- reviewing nearly 700 employee-completed questionnaires
- meeting with hundreds of employees during two visits (July and October)
- meeting with Steering Committee of Career Service Employee Council (November)
- reviewing follow-up surveys from Career Service employees
- considering supervisor feedback
- consulting with Human Resources
- consulting with senior leadership

Project status

Pending:

Compensation study (underway)

- collecting market data for external market competitiveness
- conducting internal job evaluation for internal equity
- merging resulting data through regression analysis

Estimated completion to this point: end of April

- recommending new salary structure

Estimated completion of salary structure: end of May

The appeal process

Follows finalization of classification and compensation structure

(Appeal process does not stall implementation)

- 1)** employee meets with supervisor to discuss concerns
- 2)** employee completes Fox Lawson form
- 3)** supervisor reviews form and forwards to Human Resources with “agree” or “disagree”
- 4)** HR determines if appeal is valid and forwards to Fox Lawson
- 5)** Fox Lawson is final arbiter

Estimated time frame for entire appeal process: 6 weeks


St. Petersburg College

Classification & **Questions!** Compensation Study

Presented to
SPC Board of Trustees – March 20, 2012

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: William D. Law, Jr., President 
SUBJECT: FY11-12 July 1- February 29 Fund 1 Financial Report

Attached for information is the Fund 1 financial report for FY11-12 July 1- February 29 time period.

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

Attachments

Jjc031212

ST. PETERSBURG COLLEGE
FY2012-2013 FUND 1x BUDGET

Revenue	FY11-12 Budget	FY12-13 Budget Projection	Total Avail
Funds			
Student Tuition & Out-of-State Fees	\$61,777,468	\$63,574,814	\$1,797,346
State Appropriation - CCPF	\$54,013,658	\$51,864,048	(\$2,149,610)
State Appropriation - Lottery	\$8,056,423	\$10,870,305	\$2,813,882
Operating Cost of New Facilities	\$391,365	\$436,949	\$45,584
Distance Learning Fee	\$3,147,188	\$3,284,443	\$137,255
Technology Fee	\$3,059,794	\$3,003,572	(\$56,223)
Lab Fee Revenues	\$2,620,549	\$2,003,826	(\$616,723)
Other Revenues	\$3,900,474	\$4,177,471	\$276,997
Other Student Fees	\$1,716,792	\$1,781,521	\$64,729
Fund Transfers In	\$2,465,057	\$1,965,057	(\$500,000)
Total Funds	\$141,148,767	\$142,962,004	\$1,813,237
Other Sources of Funds			
Revenue Stabilization Reserve	\$2,150,500	\$2,150,500	
One-Time Non-Recurring Funds	\$1,569,328	\$1,977,112	
Total Other Sources of Funds	\$3,719,828	\$4,127,612	
Total Revenues	\$144,868,595	\$147,089,616	
Operating Expenses			
Personnel & Benefits			
Instructional/Faculty-Full Time	\$25,231,607	\$26,765,025	\$1,533,418
Administrative	\$21,807,449	\$21,785,980	(\$21,469)
Career (Non-Instructional)	\$23,893,276	\$24,293,276	\$400,000
Total Budgeted Personnel Salaries	\$70,932,332	\$76,702,081	
Adjunct	\$11,576,344	\$12,193,013	\$616,669
Supplemental	\$3,133,920	\$3,151,466	\$17,547
Other Instructional OPS	\$343,353	\$88,197	(\$255,157)
Non-Instructional OPS and Overtime	\$2,657,669	\$2,719,387	\$61,718
Employee Benefits - Retirement	\$3,544,330	\$3,857,800	\$313,470
Employee Benefits - FICA/Medicare	\$5,416,253	\$5,502,940	\$86,687
Employee Benefits - Health/Dental/Wellness	\$11,087,940	\$12,274,911	\$1,186,971
Employee Benefits - Other	\$324,158	\$324,158	
Benefit Contingency	\$955,303	\$0	
Student Assistants	\$500,000	\$500,000	
Compensated Absences	\$209,718	\$209,718	
Total Personnel & Benefits	\$110,681,320	\$113,665,871	77.28%
Current Expense & Contingencies			
Travel	\$578,631	\$562,639	(\$15,992)
Freight/Postage/Communication	\$643,318	\$636,298	(\$7,020)
Printing/Copying	\$142,307	\$85,080	(\$57,227)
Repairs & Maintenance	\$1,200,032	\$1,192,626	(\$7,406)
Rentals/Leases	\$430,012	\$418,575	(\$11,436)
Insurance	\$2,025,368	\$1,725,368	(\$300,000)
Utilities	\$6,255,055	\$6,255,055	\$0
Services and Fees	\$4,430,637	\$4,400,583	(\$30,053)
Supplies	\$5,828,847	\$5,929,967	\$101,120
Scholarships/Fee Waivers	\$1,110,895	\$610,895	(\$500,000)
Transfers Out	\$500,000	\$500,000	\$0
Bad Debt/Unemployment Comp/Misc	\$1,170,257	\$1,170,257	\$0
Tech Expense/Licensing	\$2,126,939	\$2,226,939	\$100,000
Subtotal Current Expense	\$26,442,298	\$25,714,284	
Contingencies			
Operations and Strategic Allocation TBD	\$860,104	\$1,512,835	
New Facility Cost Allocation TBD	\$0	\$436,949	
Distance Fee Contingency	\$206,834	\$91,834	
Technology Fee Contingency	\$197,991	\$197,991	
General Contingency	\$1,392,526	\$1,100,000	
Subtotal Contingencies	\$2,657,455	\$3,339,609	
Total Current Expense & Contingencies	\$29,099,754	\$29,053,893	19.75%
Capital Spending			
Computer/Technology Refresh Leases	\$2,839,737	\$2,839,737	\$0
One-Time Capital Purchases	\$2,247,784	\$1,530,114	(\$717,670)
Total Capital Spending	\$5,087,521	\$4,369,851	2.97%
Total Operating Costs	\$144,868,595	\$147,089,615	
Total Remaining Funds	\$0	\$0	



Board of Trustees 2012-13 Budget Update

March 2012



Budget Highlights

- Budget projects no enrollment increase for lower division, 3% increase for upper division
- Anticipates health care cost increases (college portion)
- Anticipates career employees alignment and market adjustments
- Funds second year of Faculty compensation adjustments
- Provides 40 new and replacement fulltime faculty positions
- Increases tuition and fees by 5%
- Continues Technology Refresh Plan



Funding Highlights

- Community College Program Funding (CCPF) decrease \$2.1M
- Lottery increase \$2.8M
- Tuition increase 5% net tuition revenue \$1.8M



PECO-Funding Highlights cont.

- Operating Cost of New Facilities (OCNF) Funding \$437K
- Sum of the Digits Allocation (SODA) Funding \$315K
- General Remodel/Renovation Funding \$0
- Bay Pines Marine Science Labs/Classroom Funding \$2.5M
- Capital Improvement Fee Increase \$1.3M

March 20, 2012

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: President's Report

In the past month, two initiatives that strongly support strategic directions of the college have become available, and I want to alert the Board that we are pursuing both initiatives.

First, St. Petersburg College has been invited to apply for membership in the national **Achieving the Dream Program**. This program, which grew out of the work of the Lumina Foundation and the Gates Foundation, provides strong organizational support for the many activities that are focused on significantly increasing the graduation rate of all students with a particular emphasis on the graduation rates of African-American and Hispanic students. Membership in Achieving the Dream would allow the college to tap into a wealth of research and institutional practices from approximately 150 colleges nationwide. This network of support is critical for the college to continue to make demonstrable progress in our commitment to improved student outcomes and greater completion rates.

A second area of opportunity has emerged with the announcement of **the Trade Adjustment Assistance Community College and Career Training Act (TAACCT)**. This is a \$500M initiative funded by Congress and administered through the United State Department of Labor in support of strengthening career and workforce programs. Colleges, or consortia of colleges, can apply for grants up to \$15M for program development and support. St. Petersburg College has provided leadership to assembling a consortium of 11 institutions that are providers of manufacturing or manufacturing-related certificates and degrees. This consortium will seek to expand the number of career track programs across the state to assist manufacturers in hiring highly-skilled workers for high-paying jobs. We have received strong early support from the Washington-based Manufacturing Institute as well as the Florida Association of Manufacturers. Both groups are very mindful of the excellent work that SPC Program Director Brad Jenkins is doing in this area and are enthusiastic about our ability to expand our offerings.