

# MINUTES OF THE AUGUST 16, 2016 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

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The Board of Trustees of St. Petersburg College met on Tuesday, August 16, 2016 at the St. Petersburg College EpiCenter, 13805 – 58<sup>th</sup> Street N., Largo, Florida. The following Board members were present: Chairman Dale Oliver, Bill Foster, Deveron Gibbons, and Nathan Stonecipher. Vice Chair Lauralee Westine was not in attendance. Also present were William D. Law, Jr., President of St. Petersburg College and Secretary to the Board of Trustees, and Joseph H. Lang, Board Attorney. Proof of public notice of this meeting is included as part of these minutes. Notices were duly posted.

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

The Board of Trustees of St. Petersburg College will hold a public meeting to which all persons are invited, commencing at 9:00 a.m. on Tuesday, August 16, 2016, at the EpiCenter, Room 1-453, 13805 58<sup>th</sup> Street North, Largo, Florida. The meeting will be held for the purpose of considering routine business of the College; however, there are no rules being presented for adoption or amendment at this meeting.

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

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

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

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

**16-127.** In accordance with the Administrative Procedure Act, the following Agenda was prepared:

## AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES  
**August 16, 2016**

EPICENTER MEETING ROOM (1-453)  
13805 -58<sup>th</sup> STREET N.  
Largo, FL

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

**I. CALL TO ORDER**

- A. Invocation
- B. Pledge of Allegiance

**II. PRELIMINARY MATTERS**

- A. Presentation of Retirement Resolutions and Motion for Adoption
  - 1. Beverly Grundset (*Attending*)
  - 2. LaNona Robinson (*Attending*)
  - 3. Kenneth Chapman (*Not Attending*)
  - 4. Hang Ettinger (*Not Attending*)
  - 5. Shirley Johnson (*Not Attending*)
  - 6. Rosemary Keller (*Not Attending*)
  - 7. Linda LaPointe (*Not Attending*)
  - 8. Dian Marone (*Not Attending*)
  - 9. Margaret Miller (*Not Attending*)
  - 10. Alan Shapiro (*Not Attending*)
  - 11. Marla Sutton (*Not Attending*)
- B. Recognitions/Announcements
  - 1. New Executive Director Learning Resources
  - 2. New Director of Honors Program
- C. Annual Organizational Meeting
  - 1. Election of Chairperson
  - 2. Election of Vice Chairperson
  - 3. Selection of Day for Regular Monthly Board Meetings
  - 4. Selection of Time for Regular Monthly Board Meetings
  - 5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter

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**III. COMMENTS**

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

**IV. REVIEW AND APPROVAL OF MINUTES**

Board of Trustees' Meeting of June 21, 2016 (*Action*)

**V. MONTHLY REPORTS**

- A. Board Attorney
- B. General Counsel

**VI. STRATEGIC FOCUS AND PLANNING**

**A. STUDENT SUCCESS AND ACHIEVEMENT**

- 1. Fall 2016 Enrollment Update - Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services; Dr. Patrick Rinard, Associate Vice President, Enrollment Services (*Presentation*)

**B. BUDGET AND FINANCE**

- 1. FY 2015-16 Year End Financial Report – Ms. Janette Hunt, Acting Budget and Compliance Director; Mr. Brian Miles, Vice President, Administration/Business Services and Information Technology (*Presentation*)

**C. ADMINISTRATIVE MATTERS**

- 1. Human Resources
  - a. Personnel Report (*Action*)
  - b. Health Insurance Update– Ms. Desiree Woroner, Human Resources Director of Operations (*Presentation*)\*
- 2. Other
  - a. Capital Improvement Plan – Mr. Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, Dr. Eric Carver, Provost, Health Education Center (*Presentation/Action*)
  - b. Selection of Design - Build Services for Student Success Center St. Petersburg/Gibbs Campus (*Action*)

- c. Cenergistic – Energy Conservation Policy (*Action*)

**D. ACADEMIC MATTERS**

- 1. Emergency Medical Services Program and Organizational Change – Dr. Anne Cooper, Senior Vice President Instruction and Academic Programs, and Dr. Rebecca Ludwig, Dean, College of Health Sciences (*Presentation*)

**VII. CONSENT AGENDA**

**A. OLD BUSINESS (items previously considered but not finalized)**

NONE

**B. NEW BUSINESS**

**1. GRANTS/RESTRICTED FUNDS CONTRACTS**

- a. U.S. Department of State, U.S. Embassy in El Salvador – Bureau of International Narcotics and Law Enforcement Affairs (INL) – Management of Model Precinct/Smart Policing Program in El Salvador (*Action*)
- b. National Academies of Sciences, Engineering, and Medicine – State University of New York (SUNY) at Syracuse – Gulf Research Program (*Action*)

**2. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000 - NONE**

**3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION – NONE**

**4. OTHER**

- a. Natures Table Lease Seminole Campus (*Action*)
- b. Natures Table Lease Health Education Center (*Action*)

**VIII. INFORMATION REPORTS**

A. Quarterly Information Report on Contract Items

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

**IX. PUBLIC ACCESS/UNAGENDAED ITEMS**

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

**XI. PRESIDENT’S REPORT**

**XII. NEXT MEETING DATE AND SITE**

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September 20, 2016, Epi Center

## XIII. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting August 16, 2016, 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:

Confirmation of Publication

[Notice of meeting](#)

### **16-128. Under Item I, Call to Order**

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

### **16-129. Under Item II-A, Preliminary Matters**

Dr. Law recommended adoption of retirement resolutions for Beverly Grundset, LaNona Robinson, Kenneth Chapman, Hang Ettinger, Shirley Johnson, Rosemary Keller, Linda LaPointe, Dian Marone, Margaret Miller, Alan Shapiro, and Marla Sutton. Beverly Grundset and LaNona Robinson were in attendance, and jointed by family and colleagues, received their resolutions as presented by Chairman Oliver and President Law.

### **16-130. Under Item II-B, Recognitions/Announcements**

Dr. Anne Cooper, Sr. Vice President, Instruction and Academic Programs, introduced Mr. Matthew Bodie as the New Executive Director of Learning Resources. Mr. Bodie thanked Dr. Cooper, Dr. Law and the Board and shared that he is looking forward to supporting student success.

Ms. Catherine Kennedy, Associate Vice President, University Partnership Center introduced Mr. Earl Fratus as the New Director of the Honors Program. Mr. Fratus thanked Dr. Law and the Board as well as Ms. Kennedy for her support. He noted that the Honors Program now has almost 180 students with enrollment up 30% for this group. He added that some Honors Program students are presenting their research at many levels, from local to national.

**16-131. Under Item II-C, Annual Organizational Meeting**

1. Election of Chairperson
2. Election of Vice Chairperson
3. Selection of Day for Regular Monthly Board Meetings
4. Selection of Time for Regular Monthly Board Meetings
5. Designation of Location for Special Board Meetings Held at Locations Other than the EpiCenter

Pursuant to the State of Florida regulations pertaining to the scheduling and locations of College Board meetings, the Board took action as follows:

Mr. Gibbons nominated Chairman Oliver as Board Chairman for the Academic Year 2016/17. Mr. Stonecipher seconded the motion. The motion passed unanimously.

Mr. Gibbons nominated Ms. Westine as Vice Chair for the Academic Year 2016/17. Mr. Stonecipher seconded the motion. The motion passed unanimously.

In addition, Mr. Gibbons moved for the acceptance of the Board Meeting schedule and locations as outlined in the Board packet for academic year 2016/17. Mr. Stonecipher seconded the motion and the motion passed unanimously.

**16-132. Under Item III, Comments**

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

Chairman Oliver expressed his pleasure at serving as Board Chair for the coming academic year.

Dr. Law distributed a *SPC by The Numbers* flyer designed by Ms. Sydnie Coraggio, daughter of Dr. Jesse Coraggio who served as an intern in the President's office this summer.

Dr. Law also informed the Board that Vice Chair Westine contacted him by phone earlier in morning regarding an item coming before the Board on the selection of design - build services for the Student Success Center on the St. Petersburg/Gibbs Campus. He shared that Ms. Westine had some concerns and had requested that the Board postpone the decision to accept the recommended bid winner until September's Board meeting.

Chairman Oliver stated that he wanted to respect Ms. Westine's request, but wanted to hear comments from both Mr. Gibbons and Mr. Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services regarding the confidence they had that all bidders were qualified and that the process for selecting the bid winner was followed.

Mr. Gibbons shared that he had never participated as a Selection Committee member before this project and he now understands how fair and equitable the process is. He noted that the final three bidders that were presented to the Selection Committee were all capable of executing the

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project, but that the successful bidder, Lema Construction and Developers, was being recommended by the Selection Committee because of their clear focus on the Beneficial Impact to the Community requirement. Mr. Gibbons repeated that he felt the process worked very well.

Dr. Law agreed with Mr. Gibbons's assessment of the process. Chairman Oliver asked Mr. Waechter if bidders who made it through to the last round of evaluation would have met minimum qualifications. Mr. Waechter explained that the Screening Committee, made up of seven members, reviewed 11 submissions and eliminated those that were least qualified. He noted that it was the goal of the Screening Committee to pass from three to five bidders on to the Selection Committee. There were three bidders that were elevated to the Selection Committee with no ranking at that stage.

Mr. Waechter explained that the remaining three bidders were then interviewed by the Selection Committee (Mr. Gibbons and Dr. Law) and were ranked and scored based on a number of criteria. He added that this process was developed with the guidance of both internal and external counsel for the Mid-town Campus project. He expressed his confidence in the integrity of the process.

Mr. Gibbons asked Dr. Law what Ms. Westine's specific concern is regarding this proposed action and Dr. Law responded that he had not asked her for specifics. He shared that Ms. Westine told him that the individual who represented her on the Screening Committee had some concerns about Lema's ability to execute the project. Mr. Gibbons questioned why the representative had not raised questions during the screening phase and reiterated his confidence in the process and the final recommendation to the Board. Mr. Gibbons also noted that there are some legislative issues that lend some urgency to the Board's taking action sooner.

Mr. Foster expressed his appreciation of having the discussion, and noted that the decision is not about the bidders but on the process itself. He agreed that the process works well and that the contract with Lema would offer protection as well. Mr. Foster moved that the Board accept Lema as the provider of design-build services for the Student Success Center on the St. Petersburg/Gibbs Campus. Mr. Gibbons seconded the motion. The motion passed unanimously.

### **16-133. Under Item IV, Review and Approval of Minutes**

The minutes of the June 21, 2016 Meeting of the Board of Trustees of St. Petersburg College were presented by the chairman for approval. Mr. Gibbons moved approval of the minutes as submitted. Mr. Stonecipher seconded the motion. The motion passed unanimously.

### **16-134. Under Item V, Monthly Reports**

Under Monthly Reports

There were no monthly reports from Mr. Lang nor Ms. Gardner.

### **16-135. Under Item VI – A.1, Strategic Focus and Planning**

Under Strategic Focus and Planning:

A. STUDENT SUCCESS AND ACHIEVEMENT

1. Fall 2016 Enrollment Update - Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services; Dr. Patrick Rinard, Associate Vice President, Enrollment Services (*Presentation*)

Dr. Jesse Coraggio, Vice President, Institutional Effectiveness and Academic Services, and Dr. Patrick Rinard, Associate Vice President, Enrollment Services, presented enrollment data to the Board. Highlights included: Overall enrollment decline of 2.5% in headcount and 3.6% in student semester hours; Baccalaureate enrollment is up 4.5% in headcount and 1.7% in student semester hours; New student enrollment is down 3.8% in headcount; AS and Certificate enrollment is down 8% in headcount; Hispanic enrollment is up 4.5%; the decline in Enrollment is largely in older students; Full-time enrollment is down 6.3%; and First Time in College (FTIC) enrollment is down 8.1%.

Dr. Rinard noted that the decline in enrollment is being felt around the state. Dr. Coraggio shared a graph highlighting the counter-cyclical headcount pattern of enrollment during strong and weak economic periods. He explained that while the decline in enrollment at St. Petersburg College is not unexpected, that does not mean there is nothing to be done about it. He added that the College relies on enrollment tuition to fund student success initiatives.

Mr. Stonecipher asked if he could get enrollment data from perhaps 2006/05 compared to where the College is today. Dr. Coraggio replied that he could get those numbers to the Board. Dr. Rinard added that College enrollment peaked in 2010/11.

Mr. Gibbons asked if anything changed in recruitment and asked if some programs could be offered more evenly throughout the county. He mentioned that he had heard some students were going elsewhere due to transportation challenges.

Dr. Law stated that he was not sanguine about the decline in enrollment and that changes need to be made. He noted that the decline in enrollment translates to a \$600K loss in revenue and adding programs in the face of declining revenues can be a challenge. He added that faculty could be moved across campuses to accommodate coverage if that is necessary.

Mr. Gibbons suggested that there may be some programs that the College could “sunset” and others that may be blossoming in light of workforce changes. He supported Mr. Stonecipher’s request to get more information.

Dr. Law replied that he felt that this data could be significant and that it is not a single-faceted problem. He noted that online courses have expanded to 40% of offerings and are 96-98% full. Students can reside anywhere and take these courses from home. Dr. Law added that face-to-face courses are 84-86% full and some effort is being made to address this difference. He added that the strategies developed to address these issues will be presented to the Board.



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## **16-136. Under Item VI – B.1, Budget and Finance**

### B. BUDGET AND FINANCE

1. Monthly Financial Report – Ms. Janette Hunt, Acting Budget and Compliance Director (*Presentation*)

Ms. Hunt reported that revenues and expenses are tracking to the budget with the overall goal of achieving a budget balance of zero. Revenues and operating costs as of June 30 for the fiscal year are \$151,537,299. Ms. Hunt noted that health care costs were over budget by 21% and adjustments have been made to tuition revenue and adjunct costs. She said she would be sharing additional information on tuition waivers with the Board. Ms. Hunt also reviewed the unencumbered fund balances.

Dr. Law noted that the Florida legislators have opened the door to expanding waiver programs. Currently, St. Petersburg College provides tuition waivers to the homeless and to veterans and we underestimated the impact of those on revenue which resulted in a shortage of \$1.5M in those categories. He noted that the process for estimating waiver amounts is being revisited.

Mr. Foster asked Ms. Hunt if the College has set targets for the unencumbered funds and she replied that an increase in the fund amount is the desired target with a zero balance at the end of the year. Dr. Law added that the State looks for somewhere between 5-10%. He noted that SPC is at about 10%.

## **16-137. Under Item VI - C, Administrative Matters**

The Board considered Personnel Items VI - C.1a Mr. Gibbons moved approval. Mr. Stonecipher seconded the motion. The motion passed unanimously.

Information regarding these items is as follows:

1. Human Resources
  - a. Personnel Report (*Action*)
  - b. Health Insurance Update– Ms. Desiree Woroner, Human Resources Director of Operations (*Presentation*)

Ms. Woroner presented information regarding the Health Insurance plan. She noted that the fund has been healthy over the past year and the College has been able to cover some shortfalls. She estimated an 8.2% increase in claims cost for 2016 over the prior year and an additional increase of 2.7% for 2017. She noted that the top conditions for health claims have not changed:

hypertension, hyperlipidemia, and depression. Ms. Woroner shared some other notable trends, for example, high-dollar claims are for 1.6% of population, with 39% of total claims paid. Retirees make up 2.9% of overall plan membership (73 enrollees), but their medical claims are up 32.1% (\$1.1M to \$1.4M) and their inpatient claims are up 256% (\$63K to \$216K). The top conditions for retirees are spinal, osteoarthritis, and cancer. She also shared claims demographics: overall plan membership is 55% female, 45% male with an average age of 40. The high deductible plan membership is up 52%.

Ms. Woroner explained that the overall effect of these trends is a cost increase of 8.2% with a \$1M shortfall for 2016 and an additional \$1.5M shortfall for 2017. She explained that the health insurance fund is currently around \$6M and should be able to cover the 2016 shortfall, but additional funding will be needed for 2017. The current plan contract is effective through 2017, but Ms. Woroner shared that bids are being requested for the following year.

For 2016, the current plan is being examined for cost savings and the wellness program will look for innovations. Ms. Woroner advised the Board that changes to the following are being explored: Buy-up/reduce dental coverage, increase deductibles, increase premiums, restructure the Wellness budget and add a new Retiree plan. She will bring recommendations to the Board in September.

Dr. Law added that the College is proud of the health plan and has been able to hold premiums and deductibles steady for three years. However, there have now been some catastrophic health claims. He added that the College might have to examine how to align the retirees better with Medicare. To that point, Ms. Woroner noted that a coverage comparison was made for retirees on SPC's health plan versus Medicare and an equivalent coverage premium under Medicare would be approximately \$1600/month for which retirees are currently paying \$390 on the College plan.

Dr. Law stated that he worries about the employees on the lower end of the wage scale where a \$3,000 to \$4,000 out-of-pocket deductible would be very difficult. He shared that there is a health committee that reviews any plan changes.

Chairman Oliver shared that since he has been on the Board, he has felt that the College has done a great job of managing medical care for its employees. He added that he runs a small business and health care is one of the biggest concerns for the 250 employees at the company. He also commented that the College should explore more deeply the opportunities retirees have with Medicare.

## 2. Other

- a. Capital Improvement Plan – Mr. Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, Dr. Eric Carver, Provost, Health Education Center (*Presentation/Action*)
- b. Selection of Design - Build Services for Student Success Center St. Petersburg/Gibbs Campus (*Action*)

(Action taken earlier in the meeting)

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### c. Cenergistic – Energy Conservation Policy (*Action*)

Mr. Waechter explained that the College is required to submit a Capital Improvement Plan (CIP) and Facilities Survey to the State and the next CIP for SPC is due to the Division of Florida Colleges by September 1, 2016, for submission and approval of the state and inclusion in the 2017-2018 Capital Outlay Legislative Budget request. In addition, an annual update is submitted of its capital outlay needs based on the 5-year Survey. All capital projects and their priorities are submitted. He reviewed the top priorities: The Student Success Center at St. Pete/Gibbs (\$10M), the construction of new buildings to move the Health Programs at the Health Education Center (HEC) (\$500K in 2017-18, and \$53,350,000 over the five year CIP), remodeling the HEC Annex (\$5,244,169) and remodeling the Library, Learning Support/Academic spaces at the Downtown Center (\$1.7M). Mr. Waechter shared a possible site plan to rejuvenate the HEC campus. He noted that a total of 170,211 square feet of space is slated for demolition.

Dr. Eric Carver presented the phases of the proposed rejuvenation of the HEC. He explained that the Board is being asked for approval of the Capital Improvement Plan. Mr. Stonecipher asked for an explanation of the most pressing building issues at the HEC Campus. Mr. Waechter explained that the main building was originally built as a Webb City store in the 1970's and was purchased by the College in the 1980's. He noted that there are significant electrical, plumbing and roofing issues and that current infrastructure has to be examined carefully before installing heavy medical equipment. Replacing the roof alone would cost \$2M.

Mr. Gibbons noted that a study was done in 2000 to estimate how many nurses would be needed and SPC's Nursing program has grown into a leader for producing nurses statewide. He asked if provisions are being made for continued growth.

Mr. Waechter responded that the Facilities Survey numbers are preliminary at this point, but even though the proposed square footage is less than the current size, there is much nonfunctional space in the current facility. Mr. Gibbons added that he would rather look for more space than have just enough.

Dr. Law added that he wanted to move this project up while there are supportive people in Tallahassee. Mr. Gibbons moved to approve the Capital Improvement Plan. Mr. Stonecipher seconded the motion. The motion passed unanimously.

Mr. Waechter also sought approval from the Board for adoption of the Cenergistic Energy Conservation Program. He explained that Cenergistic derives its revenues from saved energy costs. Mr. Stonecipher asked if the College could terminate the agreement if desired. Mr. Waechter explained that it is a five-year commitment, but there is a termination clause. He explained that the College provides space for a Cenergistic staff resource, but there are no other costs to the College.

Mr. Foster moved to adopt the Cenergistic Energy Conservation policy. Mr. Gibbons seconded the motion. The motion passed unanimously.

**16-138. Under Item VI - D, Academic Matters**

1. Emergency Medical Services Program and Organizational Change – Dr. Anne Cooper, Senior Vice President Instruction and Academic Programs, and Dr. Rebecca Ludwig, Dean, College of Health Sciences (*Presentation*)

Dr. Cooper explained that recent legislation has combined the Fire Science Academy and the Emergency Medical Technician programs into a Post-Secondary Adult Vocational (PSAV) program. In addition, the College received feedback from local fire chiefs regarding their concerns around the credit program.

Dr. Cooper reported that focus groups met in April, May and July 2016 to discuss and resolve these issues. As a result of these meetings, the College learned that the credit program was not meeting the needs of the Fire Safety personnel and the course offerings were not schedule-friendly. With changes, the program could be financial aid-eligible and students with paramedic certification could articulate with 38 hours towards an AS degree.

Dr. Ludwig shared the proposed academic pathways for Emergency Medical Services highlighting the ability for students to take either a clock hours or credit hours approach, both of which could articulate to AS or Baccalaureate level degree programs.

Dr. Ludwig noted that a new interim Emergency Medical Services Program director, Mr. Glenn Davis, has been selected. In addition, a PSAV coordinator will be hired and a day-time PSAV program will begin in 2017. She added that the credit paramedic program will move to an evening schedule.

Mr. Gibbons thanked Dr. Cooper and Dr. Ludwig and asked if the program will be ramped up enough to handle students wanting to enter the program. Dr. Law commented that a path has been created for students that is similar to the law enforcement program. Students can take courses to a certification level, go to work, and come back in for the next level, without duplicating or losing credits.

Dr. Law noted that the fire chiefs were very direct in what they needed from the College and he appreciated their input. Dr. Law said that the fire chiefs have hundreds of positions that they are preparing to fill and he noted that it is unacceptable that these students would have to leave the county for their training. He shared that the fire chiefs have signed off on this approach.

**16-139. Under Item VII - A, Consent Agenda**

Under Old Business

**NONE**

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**16-140. Under Item VII – B.1, New Business**

1. GRANTS/RESTRICTED FUNDS CONTRACTS
  - a. U.S. Department of State, U.S. Embassy in El Salvador – Bureau of International Narcotics and Law Enforcement Affairs (INL) – Management of Model Precinct/Smart Policing Program in El Salvador (*Action*)
  - b. National Academies of Sciences, Engineering, and Medicine – State University of New York (SUNY) at Syracuse – Gulf Research Program (*Action*)

**16-141. Under Item VII-B.2, Bids, Expenditures and Contracts over \$325,000  
NONE**

**16-142. Under Item VII-B.3, Capital Outlay, Maintenance, Renovation, and  
Construction**

NONE

**16-143. Under Item VII-B.4 Other**

4. OTHER
  - a. Natures Table Lease Seminole Campus (*Action*)
  - b. Natures Table Lease Health Education Center (*Action*)

**16-144. Under Item VIII, Informational Reports**

- A. Quarterly Informational Report of Exempt and Non-Exempt Purchases (*Information*)
- B. Quarterly Report of Contract Items (*Information*)

The Board considered all Items under VII – Consent Agenda. Mr. Gibbons moved approval. Mr. Foster seconded the motion. The motion passed unanimously.

**16-145. Under IX, Public Access/Unagendaed Items**

**16-146. Under Item X, Proposed Changes to BOT Rules Manual – Public Hearing  
NONE**

**16-147. Under Item XI, President's Report**

Dr. Law informed the Board of an emergent organizational effort on the part of the UFF (United Faculty of Florida) to unionize the SPC faculty. He commented that it has been the position of the Board to not support unionization and he would like to bring some labor attorneys to the Board for a workshop to help the Trustees understand the issues that affect them in a union environment.

Mr. Gibbons added that he felt it was better to have such a workshop sooner rather than later. He stated that he would like to hear the issues from the faculty. Chairman Oliver and Mr. Foster also voiced the desire to learn more from the faculty and supported a public discussion.

Mr. Gibbons moved that a public town hall be held to get more information from the faculty. Mr. Foster seconded the motion. The motion passed unanimously.

Dr. Law complimented Dr. Cooper and her staff for their work on the Fall Faculty Welcome Back event that was recently held at the Coliseum in St. Petersburg and thanked Trustees Foster, Stonecipher, and Gibbons for attending.

**16-148. Under Item XII, Next Meeting Date and Location**

The Board confirmed its next meeting date and location as Tuesday, September 20, 2016, 9:00 a.m., at the EpiCenter.

**XII. ADJOURNMENT**

Having no further business to come before the Board, Chairman Oliver adjourned the meeting at 10:45a.m.

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**William D. Law, Jr.**  
**Secretary, Board of Trustees**  
St. Petersburg College  
FLORIDA

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

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

**Board of Trustees Meeting**  
**August 16, 2016**

## II –B.1 New Executive Director of Learning Resources

### Matthew Bodie

Executive Director of Learning Resources



Matthew has 20 years of progressively increasing leadership experience in directing a variety of programs, services, and initiatives.

Matthew joined St. Petersburg College in 2008 at the Tarpon Springs Campus where he became part of the Library team. In 2011, Matthew moved to the Clearwater Campus to serve in a new capacity as Associate Director of Learning Resources. In this role, he led the development of innovative academic learning spaces, including the College's first fully integrated Writing Studio.

Matthew is a graduate of SPC and holds bachelor's and master's degrees from the University of South Florida. He is completing his doctoral degree in writing and technology studies and performing research in academic support programs at Old Dominion University.

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## II – B.2 Next Director Honors Program

### Earl Fratus

Director Honors Program




AUGUST 16, 2016  
BOARD OF TRUSTEES PRESENTATION

- He has been serving SPC as the interim director for the past year, during which time he has created a strategic plan that builds upon the strengths already in place in order to grow and sustain the program.
- Under his leadership, enrollment has steadily grown, and a sense of community has been restored.
- He helped to successfully launch and guide the SPC Model United Nations Team from its infancy to a globally, top-ranked team. He has taught Honors courses for several years. He also has several years of leadership in various initiatives at the college, many at the highest levels. His well-developed communication and writing skills, along with his ability to work well with colleagues and students, will serve him well as the new director.
- He earned both his master and bachelor degrees from USF, as well as currently being enrolled in their PhD program.
- Earl has been employed by SPC since 1998, and was enrolled here as a student before that!
- He lives here in Pinellas county with his wife and two children.



**MEMORANDUM**

**TO:** Board of Trustees, St. Petersburg College  
**FROM:** William D. Law, Jr., President   
**SUBJECT:** 2016 - 2017 Proposed Board of Trustees Meeting Schedule

**Approval is sought to schedule the 2016-2017 St. Petersburg College Board of Trustees meetings according to the proposed schedule below.**

Proposed meeting dates and locations:

August 16, 2016	Epi Center
September 20, 2016	Epi Center
October 11, 2016	Downtown
November 15, 2016	Seminole
December 13, 2016	Epi Center, Collaborative Labs (Board Workshop)
January 17, 2017	Epi Center
February 21, 2017	Health Education Center
March 21, 2017	Allstate Center
April 18, 2017	Epi Center
May 16, 2017	Epi Center
June 20, 2017	Epi Center
July	None

# St. Petersburg College

## 2016-2017 School Calendar

August 2016						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2017						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



BOT Meetings



College Closed

October 18<sup>th</sup> is All College Day, the BOT meeting has been moved up one week

## VI – A.1 Fall 2016 Enrollment Update

St. Petersburg College  
**SPC**

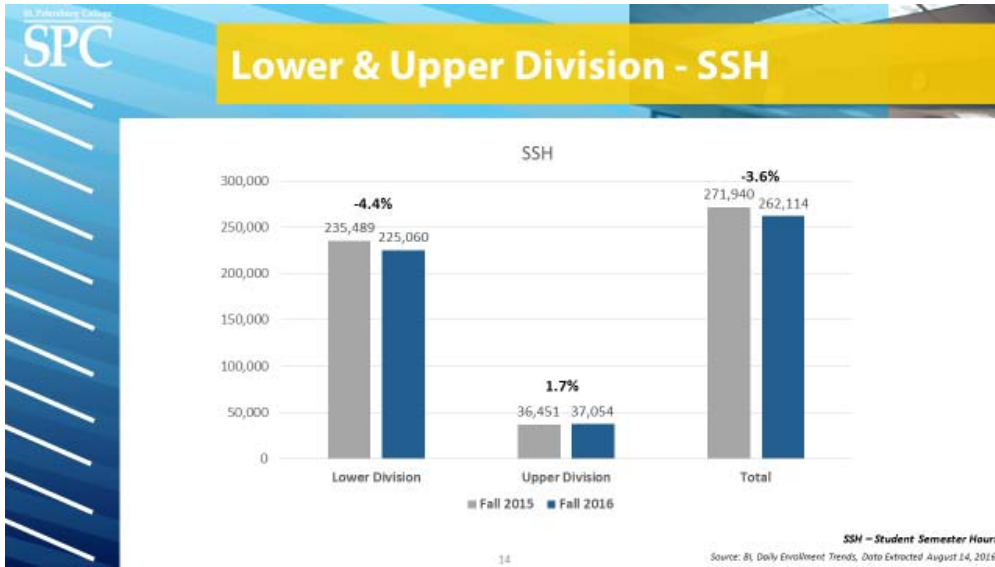


**FALL 2016  
WHO'S HERE**

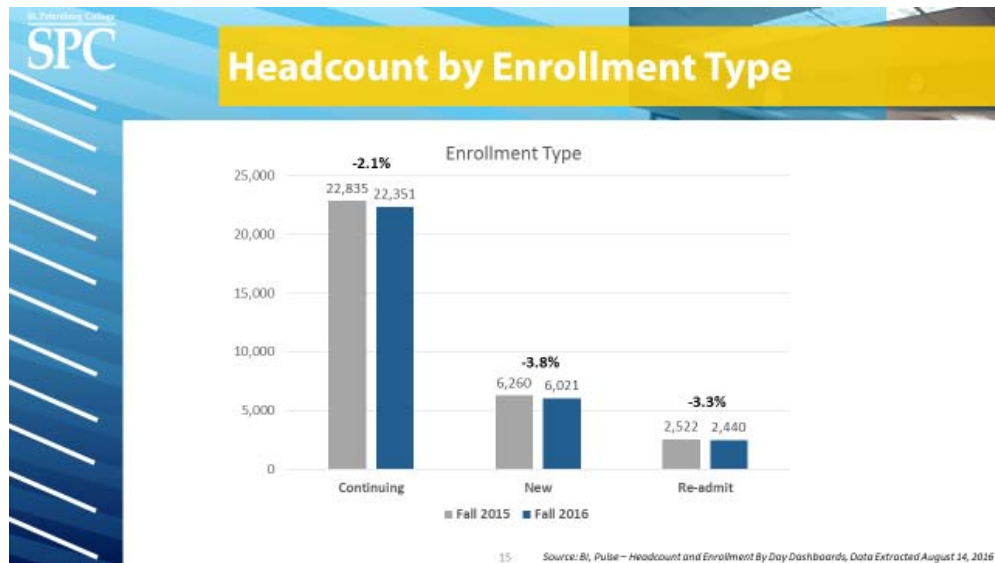
SPC Board of Trustees Meeting  
August 16, 2016

12



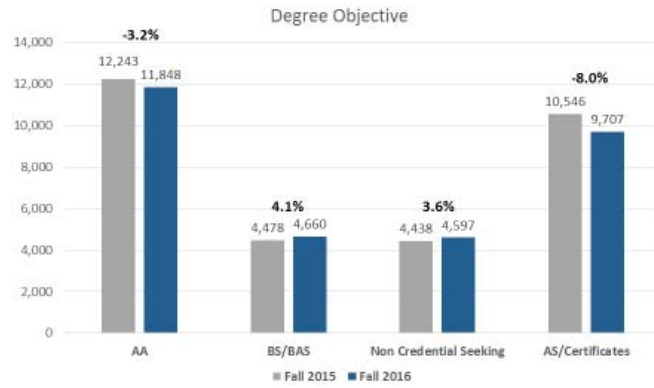


14



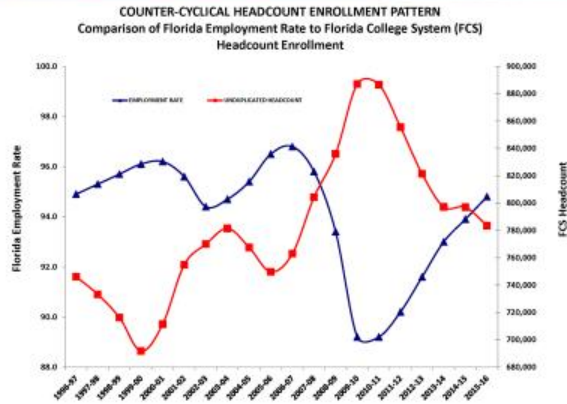
15

## Headcount by Degree Objective

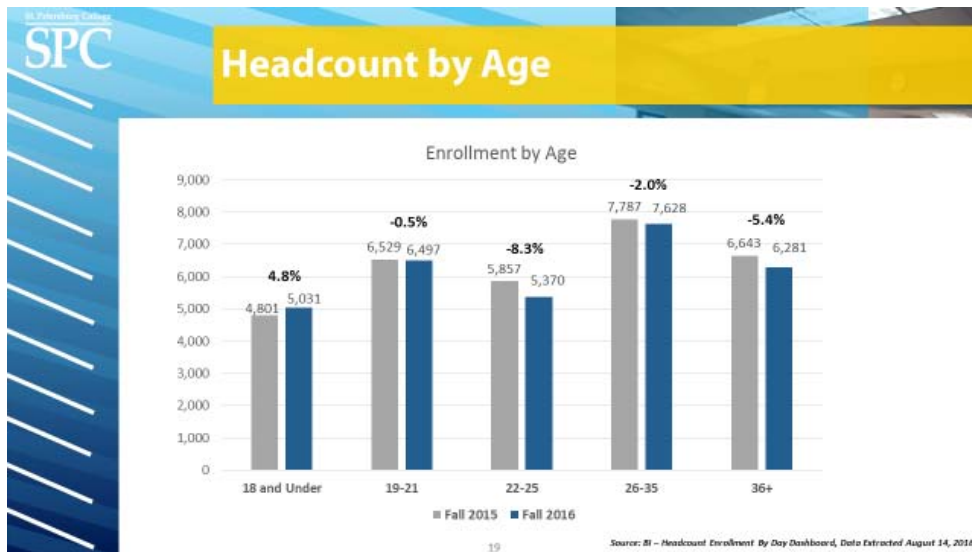
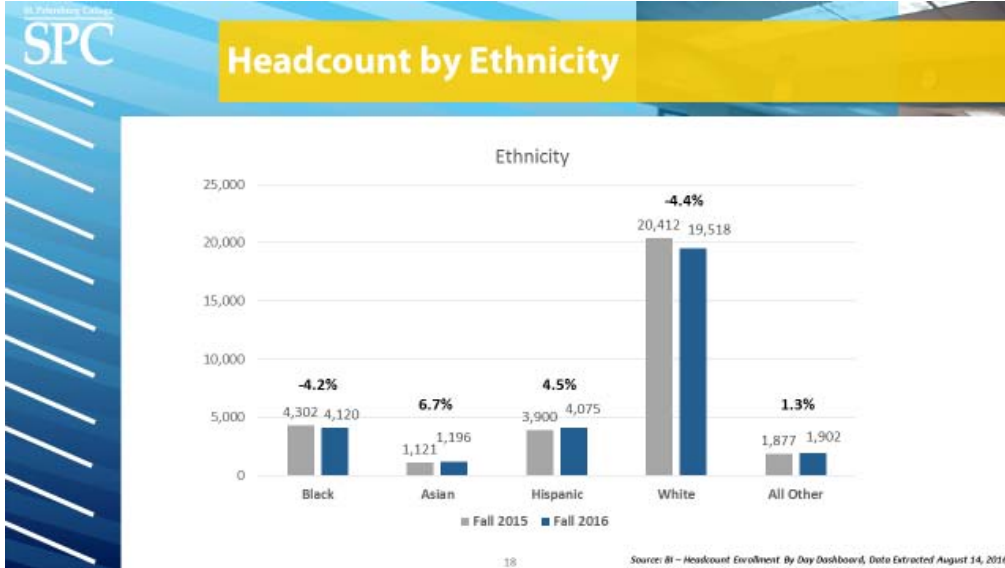


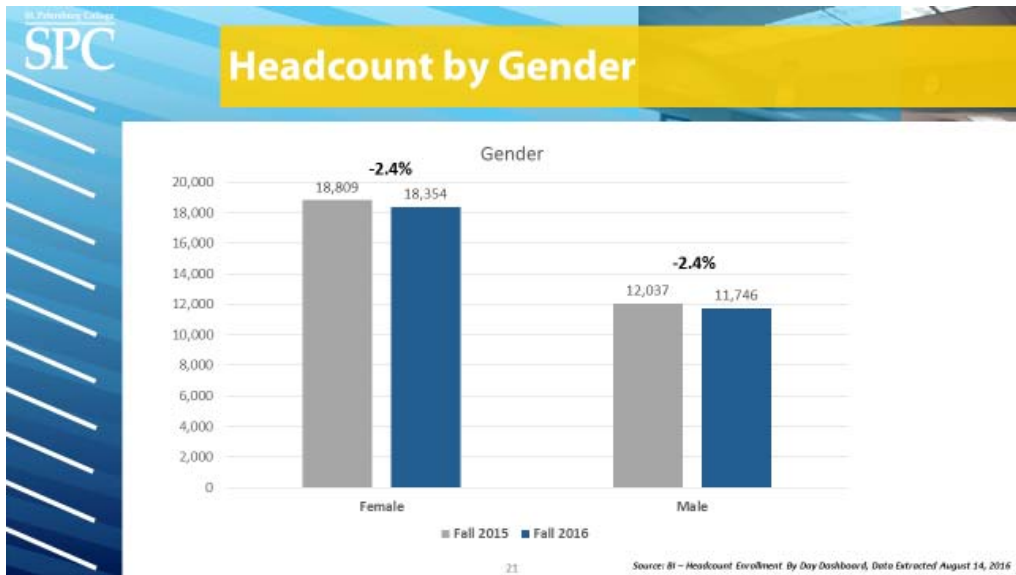
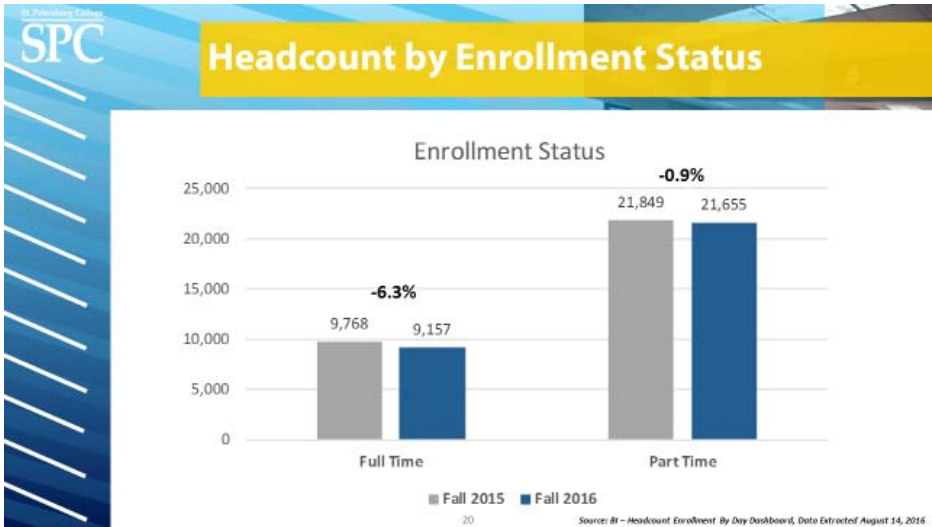
16 Source: St. Pulse – Headcount and Enrollment By Day Dashboards, Data Extracted August 8, 2016

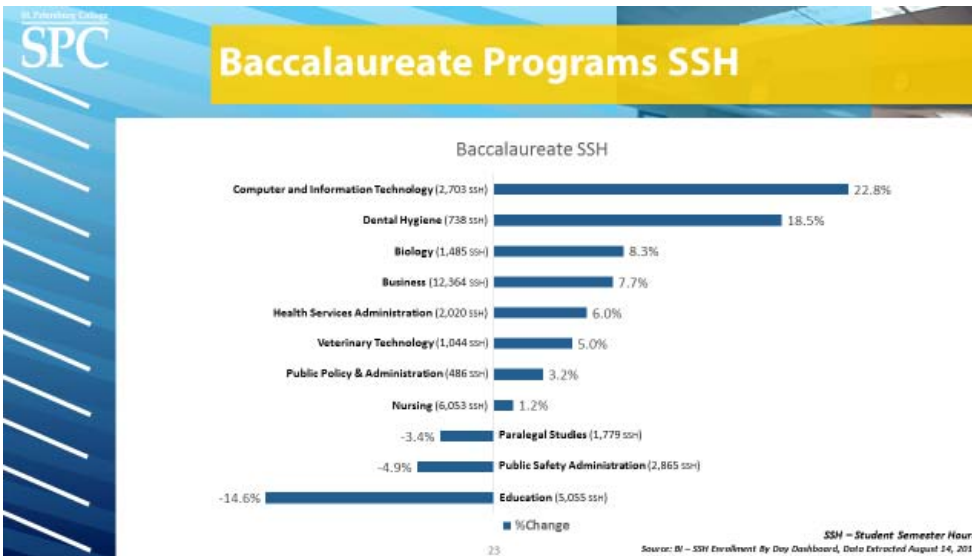
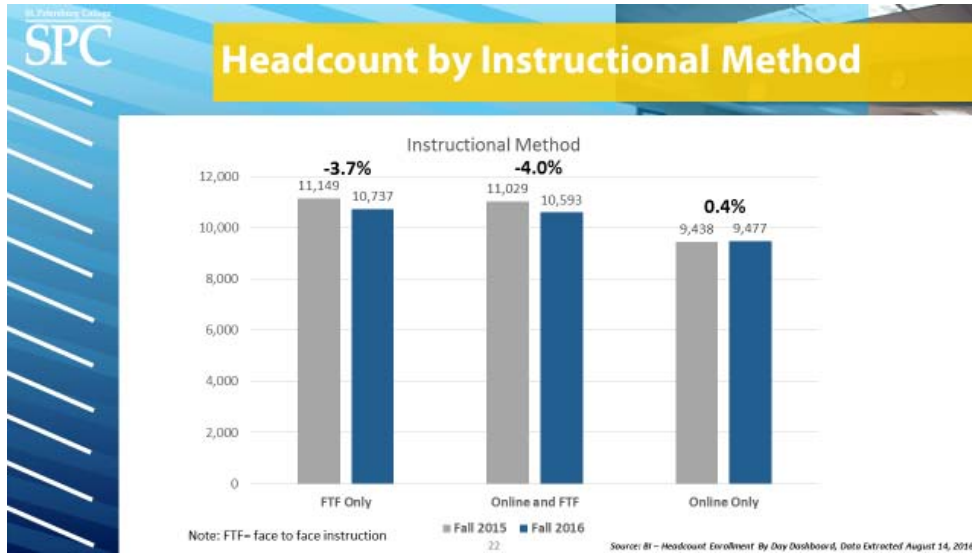
## Counter-Cyclical Headcount Pattern



17

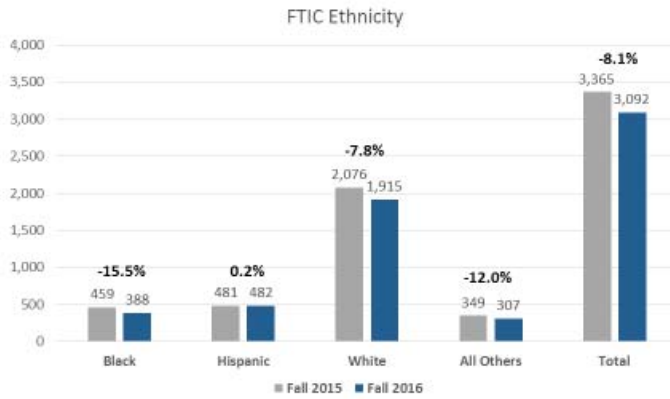






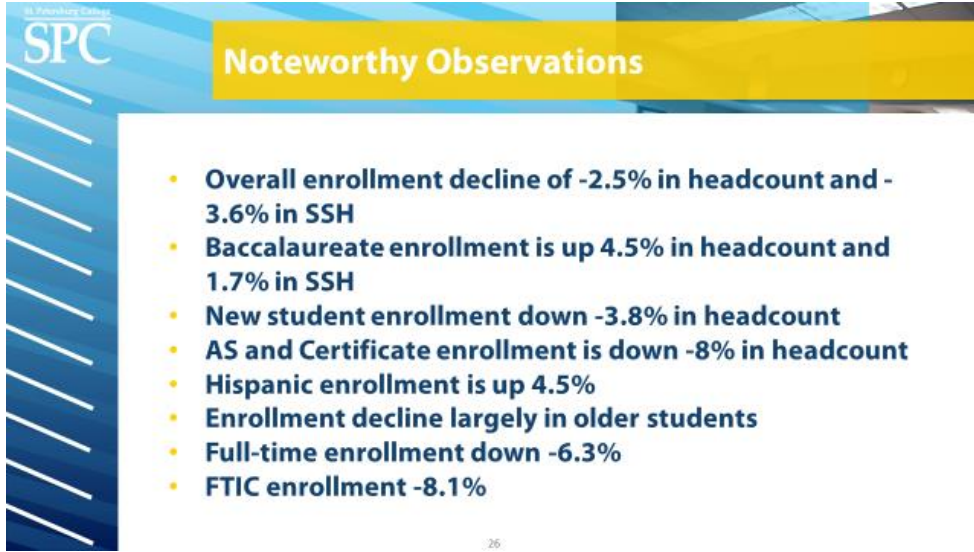


## First Time in College - Ethnicity



## Financial Aid 2016-17 Award Year

- **17,301 students awarded \$123.6 million!**
  - Average award package - \$7,144 per year
- **Pell Grant – 11,788 students, \$51 million**
  - Average award - \$4,326 per year
- **Scholarships and Waivers – 1,503 students, \$2.53 million**
  - Average award - \$1,683 per year
- **Other grants – 6,379 students, \$7.64 million**
  - Average award - \$1,197 per year
- **Student Loans – 7,629 students, \$61.5 million**
  - Average accepted – \$8,061 per year

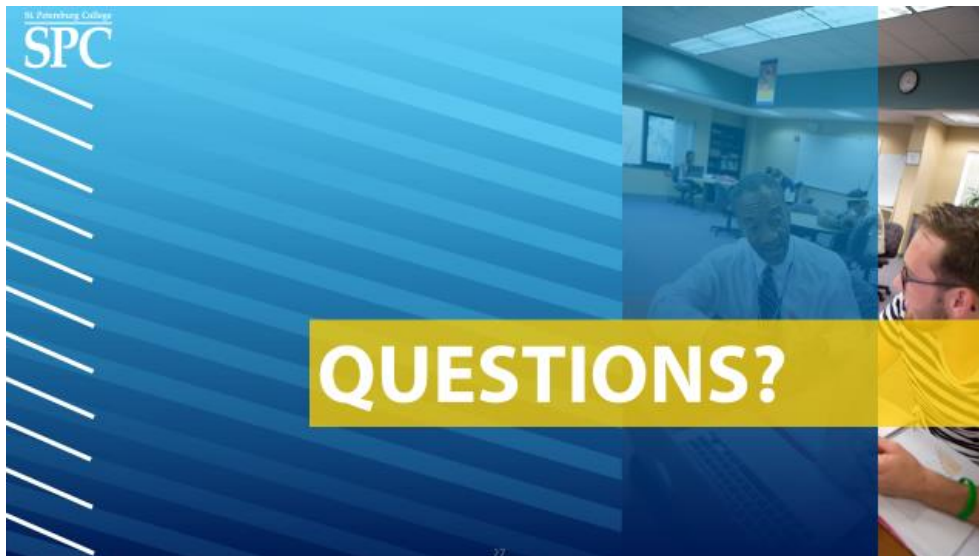


**SPC**  
St. Petersburg College

## Noteworthy Observations

- **Overall enrollment decline of -2.5% in headcount and -3.6% in SSH**
- **Baccalaureate enrollment is up 4.5% in headcount and 1.7% in SSH**
- **New student enrollment down -3.8% in headcount**
- **AS and Certificate enrollment is down -8% in headcount**
- **Hispanic enrollment is up 4.5%**
- **Enrollment decline largely in older students**
- **Full-time enrollment down -6.3%**
- **FTIC enrollment -8.1%**

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**SPC**  
St. Petersburg College

## QUESTIONS?

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St. Petersburg College  
Board of Trustees  
FY 2015-16 Year End  
Financial Report

Janette Hunt  
August 16, 2016

Revenue Focus

ST. PETERSBURG COLLEGE

FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - June 30

Revenue	FY15-16 Budget	FY15-16 Actual	% YTD Actual to Total Budget	% Tracking to YTD Budget
Student Tuition & Out-of-State Fees	\$ 56,498,805	\$ 55,614,744	98%	
State Appropriation - CCPE	\$ 54,863,174	\$ 54,863,174	100%	
State Appropriation - Lottery	\$ 14,934,524	\$ 14,934,524	100%	
Performance Funding	\$ 1,202,209	\$ 1,202,209	100%	
Operating Cost for New Facilities	\$ 172,604	\$ 172,604	100%	
Learning Support Access Fee	\$ 1,831,810	\$ 1,694,965	93%	
Distance Learning Fee	\$ 3,752,441	\$ 3,739,140	100%	
Technology Fee	\$ 2,815,337	\$ 2,671,091	95%	
Lab Revenue Fees	\$ 1,714,401	\$ 1,946,816	114%	
Industry Certifications	\$ 150,000	\$ 331,438	221%	
Other Revenues	\$ 5,397,200	\$ 5,484,495	102%	
Other Student Fees	\$ 1,622,007	\$ 1,092,361	67%	
Fund Transfers In	\$ 3,568,839	\$ 3,731,742	105%	
Revenue Stabilization Reserve	\$ 2,173,009	\$ 1,706,555	81%	
One-Time Non-Recurring Funds	\$ 2,291,443	\$ 2,291,443	100%	
<b>Total Revenues - Fund Tx</b>	<b>\$ 152,087,803</b>	<b>\$ 151,537,299</b>	<b>99%</b>	<b>100%</b>

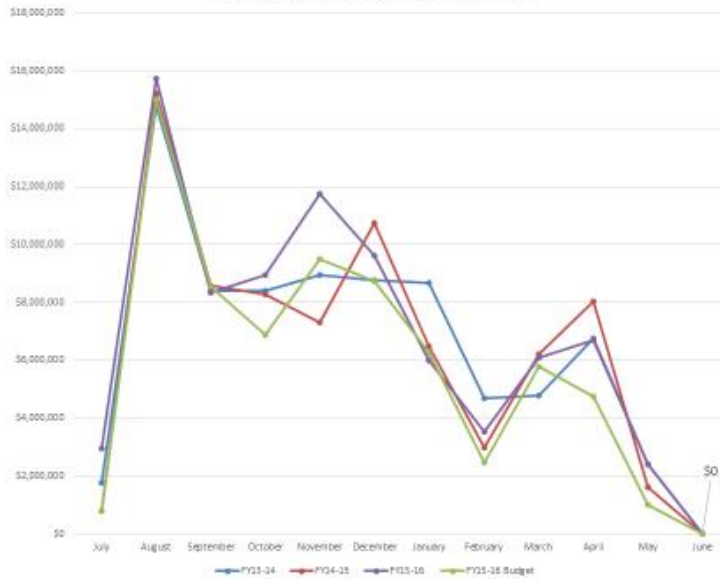


### Expense Focus

ST. PETERSBURG COLLEGE				
FY15-16 OPERATING BUDGET TO ACTUAL REPORTING: July 1 - June 30				
Operating Costs	FY15-16 Budget	FY15-16 Actual	% YTD Actual to Total Budget	% Tracks to YTD Budget
<b>Personnel &amp; Benefits</b>				
Instructional Faculty-Full Time	\$ 28,170,380	\$ 28,535,568	101%	
Administrative	\$ 9,710,187	\$ 9,758,279	100%	
Career (Non-Instructional)	\$ 22,118,336	\$ 20,957,766	95%	
Adjunct/Supplemental	\$ 14,691,325	\$ 15,657,373	107%	
Professional	\$ 16,681,094	\$ 14,793,223	89%	
Other Professional OPS	\$ 786,481	\$ 550,673	72%	
Non-Instructional OPS and Overtime	\$ 2,430,881	\$ 2,644,811	109%	
Student Assistants	\$ 415,000	\$ 385,003	93%	
Health Insurance	\$ 11,654,547	\$ 13,898,422	121%	
Other Personnel Benefits	\$ 11,795,085	\$ 11,789,063	101%	
<b>Total Personnel &amp; Benefits</b>	\$ 118,154,416	\$ 118,599,861	100%	100%
<b>Current Expense</b>				
Total Current Expense	\$ 31,486,190	\$ 30,642,278	97%	100%
<b>Capital Spending</b>				
Total Capital Spending	\$ 3,347,196	\$ 2,295,140	68.6%	100%
<b>Total Operating Costs - Fund 1x</b>	\$ 152,987,803	\$ 151,537,299	99%	100%
<b>Total Remaining Funds (Surplus/Deficit)</b>	\$ 0	\$ 0		



Budgeted Revenue & Expense Activity Trend





## FYE15/16 Unencumbered Fund Balance Summary

Fund 1- General Operating Funds (\$14.95M)

Fund 2- Restricted Funds (\$6.41M)

- Student Activity (\$2.81M)
- Grants and Contracts (\$3.60M)

Fund 3- Auxiliary Funds (\$6.06M)

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

Fund 7- Facilities Construction and Renovation (PECO) Funds (\$15.97M)

- Capital Outlay



August 16, 2016

**MEMORANDUM****TO:** Board of Trustees, St. Petersburg College**FROM:** William D. Law, Jr., President **SUBJECT:** Personnel Report**Approval is sought for the following recommended personnel transactions:**

<b>HIRE Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Fernanda C Silva			
Toth,Andrea	Career & Academic Advisor	Provost AC	07/11/16
Richardson,Manyel M	Career & Academic Advisor	Counseling & Advisement CL	07/06/16
Myers,Lucy	HR Success Coach Performance Operations	Human Resources DO	06/27/16
Byrne,Megan R	Manager	SPC-Downtown DT Marketing & Strategic Comm	07/05/16
Martinho,Antonio	Search Engine Mktg Manager	DO	08/01/16

<b>TRANSFER/PROMOTION Budgeted Administrative &amp; Professional</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Lockhart,Amy G	AssocVP,Finance&BusinessSvc s	BusSVITSystems DO	07/01/16
Thomann,Vicky K	Grants Accountant	Accounting Services Svcs	07/18/16
Couch,Marie S	Inst Strategic Project Coord	Corporate Training E&SS DO	07/01/16
Reed,Reginald W	Student Support Manager	Student Support Services SE	08/01/16

<b>HIRE Budgeted Career Service</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Chatman,Tammy L	Administrative Svcs Specialist	Student Activities SE	08/01/16

Durand,Ana Elisa	Custodian	Custodial Services SE	08/01/16
Sheehy,Steven P	Facilities Supervisor	Facilities Plan & Inst Svcs	08/08/16
Belanger,Hunter	Instructional Supp Specialist	Learning Resources	07/27/16
Pantoja,Maria L	Library Services Technician	Learning Resources	08/01/16
Davis,Mildred			
Mabalatan	Sr Administrative Svcs Speclst	Provost CL	07/25/16

<b>TRANSFER/PROMOTION Budgeted Career Service</b>			
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Name	Title	Department/Location	Effect. Date
Isbell,Inna O	Accounting Support Specialist	Budget, Planning & Compliance DO	08/06/16
Chang,Linda S	Administrative Svcs Specialist	Academic & Student Affairs SE	08/13/16
Hourigan,Maureen A	Administrative Svcs Specialist	Natural Science SE	07/30/16
Procaccio,Megan Michelle	Administrative Svcs Specialist	BA Programs/UPC	07/09/16
Washington,Terry L	Administrative Svcs Specialist	Corporate Training E&SS DO	07/23/16
Millich,Michele Lynn	Information Tech Specialist	Network Systems Support DO	08/01/16
Whitten,Raphael Alphonso	Sr Technlgy Support Specialist	Provost CL	07/23/16
Rhaney,Leslie D	Student Support Advisor	Scholarships/Stu Fin Assist SPG	08/01/16

<b>HIRE Faculty</b>			
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Name	Title	Department/Location	Effect. Date
Ellis,Dawn L	Chair, College of Computer IT	College of Computer & InfoTech	07/01/16
Davis,Michael J	Chair, Natural Science	Natural Science TS	08/01/16
Charboneau,Jay Francis	Faculty	Social Science SPG	08/11/16
Cutler,Henry H	Faculty	College of Computer & InfoTech	08/11/16
Fernandez,Jennifer S	Faculty	College of Education	08/01/16
Gionet,Laura J	Faculty	Natural Science SPG	08/11/16
Jones,Lori K	Faculty	BA Programs/UPC	08/11/16
Ma,Jun	Faculty	College of Computer & InfoTech	08/11/16
Poirier,Melanie	Faculty	Dental Hygiene HC	08/11/16

<b>TRANSFER/PROMOTION Faculty</b>			
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Name	Title	Department/Location	Effect. Date
Fitzgerald,David G	(Acting) Chair, Communications	Letters SPG	08/01/16
Hubbard,Barbara A	Chair, Digital Arts&Humanities	Fine & Applied Arts SE	08/01/16

Powers,Christy Ann	Chair, Legal Studies	BA Programs/UPC	08/01/16
Beck,Rosanne	Faculty	SE Public Safety Institute AC	08/01/16
Uruena-Agnes,Adriana	Faculty	Social Science DT	08/11/16

<b>HIRE Temporary/Supplemental</b>			
<b>Name</b>	<b>Title</b>	<b>Department/Location</b>	<b>Effect. Date</b>
Andrews,Simone			
Allen	Adjunct Bach Prog.	Baccalaureate Programs/UPC	08/15/16
Goodacre,Vera	Adjunct Bach Prog.	College of Computer & InfoTech	06/30/16
Howard,Deborah L	Adjunct Bach Prog.	Baccalaureate Programs/UPC	08/15/16
Lasher,Andrew	Adjunct Bach Prog.	BA Programs/UPC	08/15/16
Abdo,Marlene M	Contributed Service	Dual Credit AC	06/27/16
Ashton,Celia	Contributed Service	Dual Credit AC	08/01/16
Bodie,Matthew D	Contributed Service	Dual Credit AC	08/01/16
Butcher,Billy D	Contributed Service	Dual Credit AC	06/22/16
Hester,Steven D	Contributed Service	Dual Credit AC	08/01/16
Hodge,Elizabeth	Contributed Service	Dual Credit AC	08/01/16
Nikolopoulos,Maria E	Contributed Service	Dual Credit AC	08/01/16
Sauter,Cheri S	Contributed Service	Dual Credit AC	07/11/16
Voitseshko,Tetiana	Contributed Service	Dual Credit AC	08/01/16
Johnson,Hannah A	Faculty - supplemental	Mathematics SPG	08/15/16
Jorgensen-Zidar,Nikole S	Faculty - supplemental	Baccalaureate Programs/UPC	08/15/16
Malave,Laura Helena	Faculty - supplemental	College of Computer & InfoTech	08/15/16
Marks,Alice M	Faculty - supplemental	Letters SE	08/15/16
Yaros,Elizabeth J	Faculty - supplemental	Fine & Applied Arts SE	08/15/16
Blonski,Connor Michael	General Support	Student Activities CL	08/15/16
Olds,Kylie M	General Support	Student Activities CL	08/15/16
Williams,Candice Tiara	General Support	SPC-Downtown DT	06/27/16
Hughes-Ladd,Cathleen N	Instructor, Temp HardToFill	Nursing HC	08/15/16
Avitabile-Muller,Rossella T	Instructor, Temporary Credit	Natural Science TS	08/15/16
Bertone,Jeffrey	Instructor, Temporary Credit	Natural Science CL	08/15/16
Brachna,Kelsey C	Instructor, Temporary Credit	Mathematics SE	08/15/16
Brody,Andrea	Instructor, Temporary Credit	Emergency Medical Services HC	08/15/16
Chamberlain,John Crawford	Instructor, Temporary Credit	Fine & Applied Arts SE	08/15/16
Jr,Nathaniel	Instructor, Temporary Credit	Ethics SPG	08/15/16



Cuccia,Robert	Instructor, Temporary Credit	Letters CL	08/15/16
Davis,Delphina N Maslowski,Marcel Jerome	Instructor, Temporary Credit	Business Administration TS	08/15/16
Morath,Tammy	Instructor, Temporary Credit	Building Arts CL	08/15/16
Olexa,Richard A	Instructor, Temporary Credit	Social Science CL	08/15/16
Peters,Mark T	Instructor, Temporary Credit	Natural Science SPG College of Computer & InfoTech	08/15/16
Rampolla,Kathleen D	Instructor, Temporary Credit	Letters CL	08/15/16
Reinhart,Cathy M Shapiro,Rachel Elizabeth	Instructor, Temporary Credit	Natural Science SPG	08/15/16
Stecher,Vicki R	Instructor, Temporary Credit	Letters SE	08/15/16
Stodart,Tracy M	Instructor, Temporary Credit	Ethics SPG	08/15/16
Sutton,Katie Jean	Instructor, Temporary Credit	Human Services HC	08/15/16
Walker,Chelsea	Instructor, Temporary Credit	Veterinary Technology HC	08/15/16
Wharton,Elizabeth	Instructor, Temporary Credit	Natural Science SPG	08/15/16
Whitlock,Shannon A Clarke Jr,Emmerson Frederick	Instructor, Temporary Credit	Fine & Applied Arts CL	08/15/16
Hausdorf,Anna M	OPS Career Level 1	Natural Science SPG	08/15/16
Mackay,Cathi Brake Walker,David Thomas	OPS Career Level 1	Provost SE	07/18/16
Aguillon Del Giudice,Christian	OPS Career Level 1	Learning Resources	06/27/16
Sauer,Kristin N	OPS Career Level 1	Learning Resources	06/27/16
Gilley,Paige D	OPS Career Level 1	Learning Resources	07/05/16
Ajazi,Stefano Marco KashKash,Yousef Ismail	OPS Career Level 2	Provost AC Marketing & Strategic Comm DO	08/01/16
Macaraeg,Patrick G	OPS Career Level 2	SPC-Downtown DT Academic & Student Affairs CL	07/26/16
Padron,Estela S	OPS Career Level 4	CL	08/03/16
Richard,Heather Summersby,Scott William	OPS Career Level 5	Learning Resources	08/15/16
Vigue,Mark M	OPS Career Level 5	Learning Resources	07/11/16
Walls,Melissa M	OPS Career Level 5	Learning Resources	06/27/16
Fox,Debra R	OPS Career Level 5	Learning Resources	08/15/16
Kerekes,Alexander	OPS Career Level 5	Provost TS	08/08/16
Tatum,Emily H	OPS Career Level 5	Provost SE	07/27/16
Tatum,Thomas R	OPS Career Level 5	Learning Resources	07/26/16
Anderson,Andrew C	OPS Professional	Physical Therapist Asst HC	08/15/16
Beardsley,Mitchel A	OPS Professional	Physical Therapist Asst HC	07/05/16
Daniels,Kevin Lee	OPS Teaching Asst/Interpreter	Srvcs Spc Students/OSSD CL	07/25/16
	OPS Teaching Asst/Interpreter	Srvcs Spc Students/OSSD CL	07/25/16
	Professional Trainer	Criminal Justice AC	06/22/16
	Professional Trainer	Criminal Justice AC	07/25/16
	Professional Trainer	Criminal Justice AC	06/27/16

Dye,Bonnie J	Professional Trainer	Corporate Training E&SS DO	07/28/16
Gatti,James G	Professional Trainer	Criminal Justice AC	07/25/16
Hayes Jr,Freddie L	Professional Trainer	Criminal Justice AC	07/18/16
Lundy,Brandon C	Professional Trainer	Criminal Justice AC	06/27/16
Munoz,Brian	Professional Trainer	Criminal Justice AC	06/27/16
Ryan,Christopher M	Professional Trainer	Criminal Justice AC	07/11/16
Sanford,Scott J	Professional Trainer	Fire Science AC	07/25/16
Vildostegui,Albert R	Professional Trainer	Fire Science AC	07/05/16

<b>RECLASSIFICATIONS/POSITION UPDATES</b>
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Name	Title	Department/Location	Effect. Date
Hunter,Tara	Admin Svc Specialist	Academic Effective & Assessmt CL	08/01/16
Shultz,Kathleen	Assoc. Director Grants Dev	Director of Grants DO	08/01/16
Booth,Patrick	Director Online Student Svcs	Academic & Student Affairs DO	08/01/16
Wright,Josephine	IT Technician	Central Records DO	08/01/16
Eaton,Lindsay	Online Test Coordinator	Instructional Computing SE	08/01/16
Mohammed,Raynier	Research Specialist	Central Records DO	08/01/16
Tingley,Anna	Sr Instruct Support Specialist	Learning Resources	08/01/16
Bloom,Joshua	Sr Technlgy Support Specialist	BA Programs/UPC	08/01/16
Kent,Courtney	Student Support Specialist	Scholarships/Stu Fin Assist CL	08/01/16
Capobianco,Marco A	Technology Support Specialist	Academic & Student Affairs CL	07/01/16

<b>TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES</b>
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Name	Title	Department/Location	Effect. Date
Valentine,Anthony G.	Instructor	Communications DT	7/12/2016- 7/20/2016

The purpose of this trip is to participate in the International Conference on Learning at the University of British Columbia in Vancouver, Canada. The benefit to the College is to attain an international point of view on current educational trends to apply to my face-to-face and Online Communication pedagogy.

Funded by the Communications department. Estimated cost to the College is \$1,636.08.

Bright,Marvin L.	Provost	Provost TS	7/17/2016- 7/19/2016
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The purpose of this trip is to represent Dr. Williams at the Models of Excellence Awards Dinner at D'Armes in Montreal, Canada. The benefit to the College is to receive an award for SPC that is being presented by the University Business Magazine. The award is being presented at the NACUBO Annual

Conference in Montreal, Canada on July 18, 2016.

Funded by the Tarpon Springs Provost department. Estimated cost to the College is \$1,331.91

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Hernandez,Robert	Professional Trainer	CPSI AC	8/14/2016- 8/20/2016
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The purpose of this trip is to attend Community Policing: From Theory to Practive training #21424 at Real Intercontinental in San Salvador in El Salvador.  
The benefit to the College is to provide for nationally and internationally recognized training programs.

Funded by CSPI. Estimated cost to the College is \$2,115.58.

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

DK080316

VI – C.1b Health Insurance Update



# Employee Health Insurance



## Plan Update

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*Presented to  
SPC Board of Trustees*

*August 16, 2016*



## Calendar Year Claim Spend

	2012	2013	2014	2015	2016 (projected)	2017 (projected)
Average Enrollment	1,312	1,375	1,395	1,420	1,429	1,429
Average Membership	2,314	2,516	2,557	2,611	2,628	2,628
Total Claims	\$13,231,448	\$13,995,035	\$14,707,026	\$15,426,275	\$16,695,000	\$17,145,000
Total Per Member/Year	\$5,718	\$5,562	\$5,752	\$5,908	\$6,353	\$6,524
% Change vs. Prior Year		-3%	3%	3%	8.2%	2.7%

Sources: Aetna Integrated Informatics; Brown & Brown Insurance

Employee Health Insurance

## Trends

- **Top conditions:** hypertension, hyperlipidemia, depression
- **High-dollar claims:** 1.6% of population, 39% of total claims paid
- **Retirees:**
  - 2.9% of overall plan membership (73 enrollees)
  - Medical: up 32.1% (\$1.1M to \$1.4M)
  - Inpatient: up 256% (\$63K to \$216K)
    - Spinal, Osteoarthritis, Cancer
- **Overall plan membership:**
  - 55% female, 45% male
  - Average age is 40
- **High deductible plan membership:** up 52%

Sources: Aetna Integrated Informatics; Brown & Brown Insurance

## Projections & Considerations

### Projected cost increase from CY2015 to CY2016: 8.2%

- CY2016: projected \$1M shortfall
- CY2017: projected \$1.5M shortfall
  - Consider plan changes:
    - Buy-up / reduce dental coverage
    - Increase deductibles
    - Increase premiums
    - Restructure Wellness budget
    - Add new Retiree plan
- CY2018: balanced Health Insurance Fund
- Bring final recommendations to September BOT Meeting




# Employee Health Insurance

## QUESTIONS

August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** Capital Improvement Program (CIP) for FY 2017-2018 through 2021-2022

**Approval is sought from the Board of Trustees for the FY 2017-2018 Capital Improvement Program, related Spot Survey and Project Priority List.**

The Capital Improvement Program (CIP) is the process through which the College requests and receives construction allocations from the Public Education Capital Outlay (PECO) Fund. Each community college, college and university is required to annually submit a five-year plan for its capital outlay needs based upon the 5-year Educational Plant Survey. This is the fifth CIP based upon our new 5-Year Educational Plant Survey dated June 19, 2012.

Projects must be recommended and approved by the Board of Trustees and a State-validated Educational Plant Survey or Amendment to be included on the annual CIP to obtain Public Education Capital Outlay (PECO), Facilities Enhancement Challenge Grant (FECG), Capital Outlay & Debt Service (CO&DS) and State Board of Education Bond (SBE Bond) funding.

The deadline to submit the CIP to the Division of Florida Colleges is September 1, 2016. The CIP information will then be tabulated, submitted and approved by the State Board of Education, to be included in the 2017-18 Capital Outlay Legislative Budget Request.

The CIP is divided into three categories:

**Renovation** – the general upgrade of an existing facility with no change in use (e.g. new lighting, carpeting, roof, heating, ventilating and air conditioning, and compliance with the Americans with Disabilities Act) and site improvements

**Remodeling** – the changing of an existing facility by rearrangement of space, use (e.g. offices to classrooms) or any changes that impact exiting

**New Construction** – Design and Construction of new facilities. This also includes site acquisition

Brian Miles, Vice President, Administrative/Business Services & Information Technology; and Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services, recommend approval.

## VI –C.2a Capital Improvement Plan



HKS Architects, Inc.



### Site Analysis - Square Footage Summary

Existing Buildings	Bldg ID	Year Built	Year(s) Renovate	Buildings to Remain (SF)	Building in Need of Updating & Renovation (sf)	Buildings to Demo (SF)
HEC - HEALTH EDUCATION CENTER	61	1981				105,983
VT - VET TECH*	62	1981				(32,514)
MAINTENANCE ANNEX	63	1981		1,127		
SERVICE ANNEX (THRIFT STORE)	64	1974				2,388
OP - ORTHOTICS & PROSTHETICS	66	2008		28,529		
HECANNEKX - HEC ANNEX BUILDING**	67	1971		50,138	n/a	
STORAGE SHED	153	1975		144		
NLHS PORTABLE	205	2003		2,336		
PN6 - NLHS PORTABLE	206	2000				960
STORAGE SHED	265	2001		280		
PN66 - PORTABLE	266	2000				960
STORAGE SHED	268	1997		960		
STORAGE SHED	269	2003		240		
SF Subtotal				83,754		170,211

Total Existing SF of Campus: 249,737

\* Vet Tech SF is excluded from this study

\*\*Of 50,138 GSF space available, current 12,000 GSF has been assigned for usage

HKS Architects, Inc.





- Existing siteplan

HKS Architects, Inc.



PHASE 01

• VT – Vet Tech Demolition\*

HKS Architects, Inc.



PHASE 02

• **A** – Building A Construction (58,000 SF)  
– Campus Sitework

HKS Architects, Inc.



PHASE 03

• **PBs** – Thrift Store and Portable Demolition

HKS Architects, Inc.



• **B** – Building B Construction (58,000 SF)

HKS Architects, Inc.



• **HEC** – HEC building demolition  
(-165,983 SF)

HKS Architects, Inc.



● C – Building C Construction (33,000 SF)

HKS Architects, Inc.



**PHASE 01 – VET TECH**  
Demolition

**PHASE 02 – Construct**  
building 'A'; Campus road  
realignment.

**PHASE 03 – Thrift store and**  
portable 205 & 206  
Demolition.

**PHASE 04 – Construct**  
building 'B'

**PHASE 05 – HEC building**  
Demolition

**PHASE 06 – Construct**  
building 'C'

HKS Architects, Inc.

Total Existing Square Footage of Campus:	249,737
Total Existing Square Footage to be Demolished:	-170,211
Existing Square Footage remaining:	83,754

**New Buildings to be Constructed in the Future**

A - PROPOSED BUILDING 'A'	58,000
B - PROPOSED BUILDING 'B'	58,000
C - PROPOSED BUILDING 'C'	33,000
D - TBD	
<b>Total</b>	<b>149,00 gsf</b>
<b>New Grand Total</b>	<b>232,754 gsf</b>

HKS Architects, Inc.

FINAL							
DIVISION OF COMMUNITY COLLEGES							
CIP - 2 SUMMARY							
Capital Improvement Plan and Legislative Budget Request							
2017-2018 to 2021-2022							
COLLEGE: ST. PETERSBURG COLLEGE							
MAINTENANCE, REPAIR & RENOVATION PROJECTS							
PRI							
#	PROJECT DESCRIPTION	2017-18	2018-19	2019-20	2020-21	2021-22	CIP 5YR TERM
2	General Ren/Rem, Roofs, HVAC, ADA, Utilities, Site Improvements - Collegewide	\$2,914,720	\$2,914,720	\$2,914,720	\$2,914,720	\$2,914,720	\$14,573,600
<b>TOTAL MAINTENANCE, REPAIR &amp; RENOVATION PROJECTS</b>		<b>\$2,914,720</b>	<b>\$2,914,720</b>	<b>\$2,914,720</b>	<b>\$2,914,720</b>	<b>\$2,914,720</b>	<b>\$14,573,600</b>
RENOVATION PROJECTS							
PRI							
#	PROJECT DESCRIPTION	2017-18	2018-19	2019-20	2020-21	2021-22	CIP 5YR TERM
	Renovate Delta Building #88 for Science Laboratory - Tarpon Springs Campus	\$1,300,000					\$1,300,000
<b>TOTAL RENOVATION PROJECTS</b>		<b>\$1,300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,300,000</b>
REMODELING, NEW CONSTRUCTION, REPLACEMENT & ACQUISITION PROJECTS:							
PRI							
#	PROJECT DESCRIPTION	2017-18	2018-19	2019-20	2020-21	2021-22	CIP 5YR TERM
1	Construct Student Success Center - St. Petersburg/Gibbs Campus	\$10,000,000					\$10,000,000
3	Construct New Buildings to Relocate Health Programs - Health Education Center	\$500,000	\$20,000,000	\$300,000	\$21,000,000	\$11,550,000	\$53,350,000
4	Remodel Health Education Center Annex (Phase I) - Health Education Center	\$5,244,169					\$5,244,169
5	Remodel Library/Learning Support/ Academic Spaces - Downtown Center	\$1,700,000					\$1,700,000
<b>TOTAL REMODELING, NEW CONSTRUCTION, REPLACEMENT &amp; ACQUISITION PROJECTS:</b>		<b>\$17,444,169</b>	<b>\$20,000,000</b>	<b>\$300,000</b>	<b>\$21,000,000</b>	<b>\$11,550,000</b>	<b>\$70,294,169</b>
<b>GRAND TOTAL OF ALL PROJECTS</b>		<b>\$21,658,889</b>	<b>\$22,914,720</b>	<b>\$3,214,720</b>	<b>\$23,914,720</b>	<b>\$14,464,720</b>	<b>\$86,167,769</b>

**REQUEST TO STATE BOARD OF EDUCATION  
FOR APPROVAL OF ORDER OF PRIORITY  
FOR EXPENDITURE OF STATE CAPITAL OUTLAY FUNDS  
ATTACHMENT: PROJECT PRIORITY LIST (PPL)**

College: **St. Petersburg  
College**

Date: August 16, 2016

(1) Project Number	(2) Priority Rating Letter	(3) Project Description	(4) Estimated Cost
<b>100-J-09-0</b> (72-I-15-9)	A	Renovate Heart Building for ADA and Code Compliance, Allstate Center (Completed)	\$160, 250
<b>301-D-17-3</b>	A	Construct Student Success Center, St. Petersburg Gibbs Campus (Planned)	\$25,000,000

Continue on additional  
sheets, as needed. See  
instructions on page 2.OEF  
217-CC

See instructions on page 2 of 3.

Effective November  
2012

OEF 217-CC  
Rule 6A-2-0010, FAC

**AMENDMENT**  
EDUCATIONAL PLANT SURVEY dated June 19, 2012  
**Spot Survey #4**  
St. Petersburg College  
August 16, 2016

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, 2012. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The College requests an amendment to the Educational Plant Survey dated June 19, 2012 to include the following items:

**Site 3: St. Petersburg/Gibbs Campus**

**3.014** Construct a 60,000 gsf building to include vocational labs for 8,935 nsf, use codes 210, 212, 215, 220, 225, 240, 245; Office Facilities and Service Areas for 19,420 nsf, use codes 310, 315, 350; Student Services areas for 5,363 nsf, use codes 635, 650, 655,665; and Support Service facilities and services areas for 8,524 nsf, use codes 650, 680, 685.

**Site 5: Tarpon Springs Campus**

**5.013 Renovate Delta Building #88 at the Tarpon Springs Campus**

Replace scientific equipment and case work, painting, flooring, electrical, plumbing, HVAC systems, retrofit for technology, and other related items for a total of 7,073 nsf.

Approved by the Board of Trustees of St. Petersburg College on August 16, 2016.


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

August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** Selection of Design-Build Services for Student Success Center, St. Petersburg/Gibbs Campus.

At its May 17, 2016 meeting, the Board of Trustees authorized the Facilities Planning & Institutional Services (FPIS) department to solicit proposals for Design-Build Services for the Student Success Center, St. Petersburg/Gibbs Campus.

Eleven (11) firms responded to our Request for Qualifications advertisement. Upon review of the submittals, three (3) firms were short-listed by the seven-member screening committee for subsequent interviews and presentations to the selection team. The selection team consisted of Dr. Law and Trustee Gibbons. Those presentations were made on July 28, 2016, and the firms were ranked by the selection team in the following order:

- 1.) Lema Construction
- 2.) Creative Contractors
- 3.) Biltmore Construction

**Authorization is requested for the following:**

- **To approve the selection team's recommendation and to proceed with contract negotiations with the #1 ranked firm and issue all purchase orders including Direct Purchases as necessary;**
- **Should negotiations not result in a satisfactory contract deemed to be fair, competitive and reasonable, negotiations will be undertaken with the second ranked firm and thereafter, if necessary, with the third.**

Brian Miles, Vice President, Administrative/Business Services & Information Technology; and Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services, recommend approval.



August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** Cenergistic – Energy Conservation Policy.

**Authorization is requested to adopt the attached resolution in support of the Cenergistic energy conservation initiative for St. Petersburg College.**

At its June, 2016 meeting, the Board approved the selection of Cenergistic to provide energy conservation services to St. Petersburg College. These services are based on two primary principles:

- 1) They will involve zero capital outlay costs on behalf of the college; and
- 2) Any savings achieved will be shared between Cenergistic and SPC.

Adoption of this resolution will demonstrate Board support for this proactive, zero cost approach toward conserving our natural resources.

Brian Miles, Vice President, Administrative/Business Services & Information Technology; and Jim Waechter, Associate Vice President, Facilities Planning & Institutional Services, recommend approval.



## Energy Conservation Policy

The Board embraces energy conservation and believes it to be our responsibility to ensure that every reasonable effort is made to conserve energy and natural resources while exercising sound financial management.

We recognize the importance of adopting an energy conservation policy to govern this program. We also affirm the implementation of this policy will be the joint responsibility of the board, administration, faculty, staff, students, support personnel, and Cenergistic. Success is based on cooperation amid all groups.

To ensure the overall success of our behavior-based energy conservation program, the following areas will be emphasized:

A designated campus Administrator will be accountable for energy conservation on his/her campus with Energy Specialist teams conducting energy audits and providing timely feedback.

All personnel at each campus are expected to make a positive contribution to maximize energy conservation and produce real energy savings.

The Cenergistic/SPC Energy Specialist, along with the campus administrators, will comprise the Energy Management Team. This team will develop the Energy Guidelines for implementation of the program at SPC, and the guidelines will include the rules of engagement. Once reviewed and adopted by SPC senior administration, implementation of the energy program will commence.

Accurate records of energy consumption and cost will be maintained by the Energy Specialist for each campus to provide verifiable performance results on the goals and progress of the energy conservation program.

Further, to promote a safe, healthy learning environment and to complement the energy conservation program, each campus shall review and adhere to the preventive maintenance and monitoring plan administered by the campus physical plant for its facilities and systems, including HVAC, building envelope, and moisture management.

**Whereas** the Board is responsible for overseeing the operations and fiscal accountability of each institution under its governance,

**Whereas** the Board embraces energy conservation and desire for the College to become a nationwide institutional leader in energy conservation as part of our social responsibility to respect our natural resources,

**Whereas** the Board has engaged Cenergistic to use its expertise to develop and implement a comprehensive, behavior-based energy conservation program across the College,

Therefore, the Board directs the President and his/her agents to develop and implement short and long range strategies to maximize energy conservation.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman

Attest:  
  
\_\_\_\_\_  
Executive Secretary

(After being officially accepted by the Board, a signed and dated copy should be disseminated to the widest distribution possible within the College; i.e., all bulletin boards, faculty lounges, campus newsletters, etc. This statement constitutes written approval from Cenergistic concerning the distribution of College's official energy policy.)

## VI – D.1 Emergency Medical Services Program and Organizational Change

**Emergency Medical Services Program  
& Organizational Change**

*Anne M. Cooper, PhD – SVP, Instruction and Academic Programs  
Rebecca Ludwig – Dean, College of Health Sciences  
SPC Board of Trustees – August 16, 2016*

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

### Previous Change

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

Last Year Legislation – Combined Fire Science Academy & Emergency Medical Technician into Post Secondary Adult Vocational (PSAV) program



August 16, 2016

## Rationale for Additional Change

- Fire Chiefs
  - February 2016 meeting
  - Concern with credit program
- Focus Group
  - Resolve issues
  - Meeting April, May, July
  - Combined SPC/Fire Chiefs/Sunstar EMS



August 16, 2016

## Results

- Credit program – not meeting needs
- PSAV – with embedded medical terminology, pharmacology and anatomy & physiology with shift friendly schedule better suited
- Could be financial aid eligible
- Student with paramedic certification articulate 38 credits toward AS degree

August 16, 2016

## Data Review

### Emergency Medical Services 2012-2015

#### Unduplicated Student Count

<b>2012</b>	299
<b>2013</b>	256
<b>2014</b>	242
<b>2015</b>	249

#### EMS Graduations

	AS	EMT	Paramedic
<b>2012</b>	11	77	16
<b>2013</b>	13	65	12
<b>2014</b>	10	87	16
<b>2015</b>	10	114	19

August 16, 2016

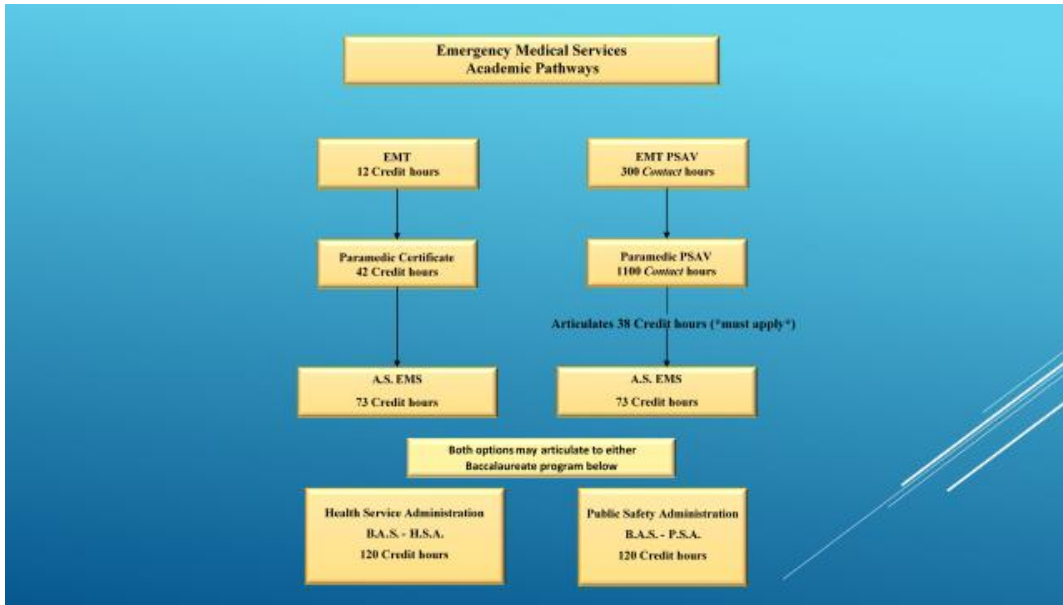
63

## Next steps

1. Reorganization of credit program leadership:
  - Current program director stepping down
  - New Interim Program Director selected
2. Hiring New PSAV Coordinator
  - Develop day time PSAV paramedic program January 2017 start
3. Move credit paramedic program to evening schedule

August 16, 2016

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August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** U.S. Department of State, U.S. Embassy in El Salvador - Bureau of International Narcotics and Law Enforcement Affairs (INL) - Management of Model Precinct/Smart Policing Program in El Salvador

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of State, U.S. Embassy in El Salvador - Bureau of International Narcotics and Law Enforcement Affairs (INL) by St. Petersburg College's Center for Public Safety Innovation. Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

This funding will augment the \$3.2 million grant currently awarded to SPC's Center for Public Safety Innovation (CPSI) from the Department of State to deliver training to the Salvadoran National Police (PNC) and support their ongoing, comprehensive model police precinct program throughout the country to adopt modern, proactive policing strategies that prevent crime and violence. The purpose of this 3-year project is to provide technical assistance and implementation oversight to the PNC to ultimately improve the community perception of and confidence in the PNC. Working closely with the INL Senior Police Advisor, CPSI will identify qualified law enforcement professionals who are subject matter experts and advisors to provide the assistance necessary to enhance the PNC's capacity for crime prevention through implementation and oversight of "smart policing" practices, and to provide technical assistance on how to apply best practices to prevent violence that is related to criminal youth gang activity while increasing the engagement with civilians and improving the perception and confidence of the community. All logistics including training and technical assistance venues, translation services, contractor coordination, subject matter expert selection and travel will be the responsibility of CPSI.

The estimated period of performance will be from October 1, 2016 through September 30, 2019. Anticipated revenue to the College will be approximately \$3,000,000 over a three-year period. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; Scott Fronrath, Provost; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment  
el0802162



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

**Date of BOT Meeting:** August 16, 2016

**Funding Agency or Organization:** U.S. Department of State: Bureau of International Narcotics and Law Enforcement Affairs (INL)

**Name of Competition/Project:** Management of Model Precinct/Smart Policing Training Project in El Salvador

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

**Grant/Contract Time Period:** **Start:** 10/1/16      **End:** 9/30/19

**Administrator:** Scott Fronrath

**Manager:** Eileen LaHaie

**Focus of Proposal:**

St. Petersburg College’s Center for Public Safety Innovation (CPSI) will provide technical assistance and implementation oversight to the Salvadoran National Police (PNC) to ultimately improve the community perception of and confidence in the PNC. CPSI will identify qualified law enforcement professionals who are subject matter experts and advisors to provide the assistance necessary to enhance the PNC’s capacity for crime prevention through implementation and oversight of “smart policing” practices, and to provide technical assistance on how to apply best practices to prevent violence that is related to criminal youth gang activity while increasing the engagement with civilians and improving the perception and confidence of the community. All logistics including training and technical assistance venues, translation services, contractor coordination, subject matter expert selection and travel will be the responsibility of CPSI.

**Budget for Proposal:**

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

Personnel	\$ 569,250.36
Fringe	\$ 179,610.86
Travel	\$ 103,851.00
Supplies	\$ 3,600.00
Consultants/Contractors	\$ 1,714,508.00
Other Costs	\$ 37,875.50
Indirect Costs	<u>\$ 391,304.28</u>
Total Budget	\$ 3,000,000.00

**Funding:**

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 3,000,000.00
Total amount from funder:	\$ 3,000,000.00
Amount/value of match:	Cash: N/A In-kind: N/A
Required match or cost sharing:	No <input checked="" type="checkbox"/> Yes
Voluntary match or cost sharing:	No <input checked="" type="checkbox"/> Yes
Source of match/cost sharing:	N/A
Negotiated indirect cost:	\$391,304.28
(Fixed) administrative fee:	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other: (30% Grant Acct. Salary/Benefits for 3 yrs)	\$57,849.94

**College Values and Strategic Initiatives Addressed:**

Value(s):	1. Partnership
Strategic Initiative(s):	1. Community Initiatives

August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** National Academies of Sciences, Engineering, and Medicine -  
State University of New York (SUNY) at Syracuse - Gulf Research Program

**Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the National Academies of Sciences, Engineering, and Medicine via the State University of New York (SUNY) at Syracuse, whereby St. Petersburg College's Center for Public Safety Innovation (CPSI) would serve as a subcontractor and support the goals of the Gulf Research Program: Inclusive Coastal Community Planning and Response that focuses on emergency planning in the Gulf coast communities and the needs of people with disabilities in this geographic area. Permission is also sought to accept funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.**

In partnership with SUNY, CPSI will seek to identify the ways in which the risks associated with emergency planning in the Gulf coast communities and the needs of people with disabilities in this geographic context might be better characterized, understood, and addressed. The project addresses this through research, development, collection of data, and training on the findings related to a disabilities studies approach. CPSI will participate in research and the development and delivery of training throughout the Gulf Coast States.

The estimated period of performance will be from October 1, 2016 through September 30, 2018. Anticipated revenue to the College will be approximately \$47,024 over a two-year period. See attached Information Summary for additional information.

Anne Cooper, Senior Vice President, Instruction and Academic Programs; Suzanne L. Gardner, General Counsel; Scott Fronrath, Provost; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment  
el0802162

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

**Date of BOT Meeting:** August 16, 2016

**Funding Agency or Organization:** National Academies of Sciences,  
Engineering, and Medicine via State  
University of New York (SUNY) at  
Syracuse

**Name of Competition/Project:** Gulf Research Program: Inclusive Coastal  
Community Planning and Response:  
Considering the Needs of People with  
Disabilities

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

**Grant/Contract Time Period:** **Start:** 10/1/16      **End:** 9/30/18

**Administrator:** Scott Fronrath

**Manager:** Eileen LaHaie

**Focus of Proposal:**

St. Petersburg College's Center for Public Safety Innovation (CPSI) will be a subcontractor of the State University of New York (SUNY) to participate in the Gulf Research Program to identify the ways in which the risks associated with emergency planning in the Gulf coast communities and the needs of people with disabilities in this geographic context might be better characterized, understood, and addressed. This project is addressed through research, development, collection of data, and training on the findings related to a disabilities studies approach. CPSI will participate in research and development and delivery of training throughout the Gulf Coast States. CPSI will provide technical assistance and program follow up after each phase of the project.

**Budget for Proposal:**

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

Personnel/Fringe	\$ 32,225.00
Travel	\$ 7,679.00
Supplies	\$ 400.00
Consultants/Contractors	\$ 5,760.00
Other Costs	<u>\$ 960.00</u>
Total Budget	\$ 47,024.00

**Funding:**

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

\$ 47,024.00

Total amount from funder:

\$ 47,024.00

Amount/value of match:

Cash: N/A  
In-kind: N/A

Required match or cost sharing:

No  Yes

Voluntary match or cost sharing:

No  Yes

Source of match/cost sharing:

N/A

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Equipment:

N/A

Services:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

N/A

**College Values and Strategic Initiatives Addressed:**

Value(s):

1. Partnership
2. Professional Development


Strategic Initiative(s):

1. Community Initiatives
2. Outreach

August 16, 2016

## MEMORANDUM

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

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

**SUBJECT:** Agreement between St. Petersburg College and ANF Services, LLC (Nature's Table, Inc.), for a lease of space at the Seminole Campus

**Approval is sought to enter into a Lease Agreement with ANF Services, LLC (Nature's Table, Inc.), whereby Nature's Table, Inc. will occupy first floor space (352 square feet) at the Seminole Campus.**

St. Petersburg College (SPC) and ANF Services LLC have tentatively agreed to the following terms and conditions, subject to the Board's approval, for a lease of space at the Seminole Campus in order to provide much needed food service within the building. This lease includes 352 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 352 square feet at a flat rate of \$500.00 per month. However, the first six (6) months' rent are waived.
- ANF Services will purchase approximately \$11,000.00 worth of equipment, which the College will purchase from ANF in the form of a rent credit. Following the first six (6) months the College will apply a credit to ANF's rent equal to 1/30<sup>th</sup> of the cost of the equipment each month for the remaining thirty (30) months of the agreement. Therefore, the credit shall be  $\$11,000 / 30 = \$367$ .
- Terms of the lease shall be three (3) years and shall start on September 1, 2016.
- Following the three (3) year term the agreement may be extended for three one (1) year terms.
- The 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.

Brian P. Miles, Vice President, Administrative/Business Services and Information Technology; Suzanne L. Gardner, General Counsel; Mark Strickland, Provost; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; and Amy Lockhart, Associate Vice President, Business & Financial Services recommend approval.

Attachment

ms0804163

LEASE  
BETWEEN  
ANF SERVICES LLC, dba NATURE'S TABLE  
AS TENANT  
AND  
ST. PETERSBURG COLLEGE  
AS LANDLORD

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**COMMERCIAL (FOOD SERVICE) LEASE**

**THIS LEASE** made and entered into this 1<sup>st</sup> day of September, 2016, by and between the Board of Trustees St. Petersburg College, a Florida state college, herein designated "Landlord" (Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and ANF Services LLC (Nature's Table), a Florida limited liability company whose mailing address is PO Box 47813, St. Petersburg, FL 33743 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 (the "Building"), as further described herein below:

1. **PREMISES:** The leased space utilized by Tenant is located in the University Partnership Center Building (UP), on the Seminole Campus, 9200 113<sup>th</sup> Street North, Seminole, and shall include 1070 square feet of floor area together with all fixtures and improvements associated therewith, of which a space of 352 sq. feet shall be leased for exclusive use by the Tenant for restaurant cooking and counter service. Tenant will be charged rent on 352 SF of space. See Exhibit A for floor plan of leased space.

2. **TERM:**

A. The term of this Lease (herein called "Lease Term") shall be for a period of three (3) years, and shall commence on the 1st day of September, 2016 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on August 31, 2019 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon pursuant to the Commencement Date Agreement, Exhibit D. Tenant shall have an option to renew this Lease for an additional three one (1) year terms, by giving 120 days prior written notice before the Termination Date.

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. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. 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 not be liable to Tenant for any resultant loss or damage.

D. Prior to the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as Exhibit "D" and made a part hereof, said Agreement setting forth the specific Commencement Date for this Lease as hereinabove determined. Tenant shall execute the Commencement Date Agreement and immediately return a signed copy to Landlord within forty-eight (48) hours of receipt.

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E. 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 on the Commencement Date. 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) 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.

F. Landlord may terminate this Agreement for without cause and without penalty upon 90 days written notice to Tenant. If Landlord terminates this Agreement prior to the end of the initial three (3) year term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

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 monthly base rent ("Base Rent") for the Lease Term shall be \$500.00 per month for the use of Premise, plus all applicable sales tax. However, Landlord agrees to waive Tenant's rent for the first six (6) months. Therefore, Tenant's obligation to pay rent under this agreement shall begin March 1, 2017 and shall continue every month thereafter for the duration of this agreement.

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.

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**D.** In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(B) 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.

**4. RENT CREDIT:**

**A.** Landlord agrees to relocate certain surplus kitchen equipment to the Seminole Campus for Tenant to use during the term of the lease. This equipment shall remain the property of Owner/Landlord. The equipment shall be enumerated on Exhibit B.

**B.** Tenant agrees to purchase additional equipment necessary to run a traditional Nature's Table restaurant. The estimated cost, and in no case in excess of, to Tenant to purchase this additional equipment is \$11,000.00 for the Premises. See Exhibit C for itemized list of equipment purchased by Tenant and each item's cost.

**C.** Landlord agrees to purchase this equipment from Tenant over the three (3) year term of this Agreement. Following the six (6) month waiver of rent described in 3(B) of this agreement Landlord will apply a credit to Tenant's rent equal to 1/30<sup>th</sup> of the cost of the equipment each month for the remaining thirty (30) months of this Agreement. The credit, where applicable, will offset the rent as described in Section 3, herein, and applied as follows:

Equipment reimbursement of \$11,000 over 30 months = \$367 credit towards base rent

**5. OPERATING EXPENSES, TAXES AND INSURANCE:** Tenant shall pay all additional expenses associated with the Building, including but not limited to real estate taxes (if real estate taxes are imposed in the future Tenant shall pay their pro rata share of such taxes based on square footage.) Tenant shall at all times carry and maintain such required insurance as provided for 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.

**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

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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 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 and equipment, 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 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 to current health department standards. Tenant shall be responsible at all time for keeping their leased space clean to current health department standards and shall empty their trash as needed. Tenant shall be responsible for their prorata share of cleaning windows, coverings, and shampooing of carpeting and cleaning of floor located in the Premises, daily janitorial services and pest control (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring) as well as 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

Initials:

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 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

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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.

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, 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:

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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.

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 shall be delineated on a Lease Addendum, and days of operation will reflect the College's current Academic Calendar (Exhibit F) of the College and will be mutually acceptable to both the College and Tenant. 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 campus Provost for approval.

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. If the Tenant changes any locks, Landlord must be provided with a key upon installation.

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

Initials:

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.

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

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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 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 non-owned 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.

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**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 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

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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 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

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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 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  
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regulations that this Lease requires Tenant to perform, and such breach continues for a period of 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 any one or more events of default set forth in Paragraph 20 occurs 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 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.

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(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:

(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;

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(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.

**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

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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 six (6) 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 two (2) 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 be permitted to purchase, at its sole cost and expense, standard signage as approved by Landlord. Landlord shall approve the placement of interior and exterior signage, including approval of any specifications and text.

**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 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: ANF Services LLC  
Shadi Fackih  
PO Box 47813  
St. Petersburg, FL 33743

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**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 "E") 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 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

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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 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.

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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.

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 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

Initials:

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:** 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 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.

Initials:

\_\_\_\_\_

**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:

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Tenant:

Signed, sealed and delivered

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

Its: \_\_\_\_\_

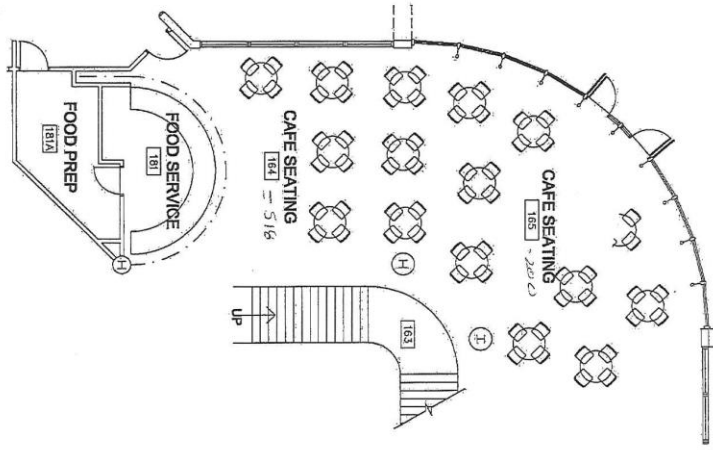
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

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

EXHIBIT "A"

GIGABYTE CAFE



SEMINOLE UPC CAFE - 1042 SQ. FT.

25



**EXHIBIT "B"**  
**Landlord's Workletter and Equipment List**

1. Landlord will provide

Initials:

\_\_\_\_\_

**EXHIBIT "C"**  
**Tenant's Work**

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

Initials:

(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:

\_\_\_\_\_

US FOODS CULINARY E&S  
 2217 DISTRIBUTION CENTER DR #B  
 CHARLOTTE, NC 28269  
 Direct 704-599-7775  
 Fax 704-599-7779

*EXHIBIT "C"*

**QUOTATION**

S NATURES TABLE 1  
 O 5200 113TH ST 1  
 D SEMINDLE FL 33772  
 T J  
 S NATURES TABLE  
 H 5200 113TH ST  
 P SEMINDLE FL 33772  
 T J

NRME/PO# L15R

DATE 8/03/16 13:29:12 CST

CUSTOMER# 01106548

PHONE 407-770-8103

QUOTE# 81892828

EXT#

FRX: 000-000-0000

TOTAL

QTY	UM	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	ER	575223 GRILL, SANDWICH GROOVED 14X14 X-Ref RPN#-1699743	88.0	565.00	565.00
1	ER	789854 BLENDER, W/SOUND COVER X-Ref RPN#-1627236	20.0	1,130.00	1,130.00
1	ER	867637 CONTAINER, 48 OZ W/BLADE & LID X-Ref RPN#-2762128	2.2	109.00	109.00
1	ER	979674 TABLE, SAND PREP 27" 1 DR X-Ref RPN#-1756549	212.0	1,210.00	1,210.00
1	ER	366351 OVEN, CONVECTION HRLF SIZE 4PN SHIP X-Ref RPN#-5628026	63.0	1,055.00	1,055.00
1	ER	272947 RANGE, INDUCTION 120V 1800W X-Ref RPN#-2943546	10.0	149.53	149.53
1	ER	933761 FOOD PROCESSOR 2.5QT ECONOMY X-Ref RPN#-3709037	18.3	390.00	390.00
1	ER	869054 REFRIGERATOR 2 DOOR 49 CU FT X-Ref RPN#-2775708	476.0	2,350.00	2,350.00
*** CONTINUED ***					

US FOODS CULINARY E&S  
 2217 DISTRIBUTION CENTER DR #B  
 CHARLOTTE, NC 28269  
 Direct 704-599-7775  
 Fax 704-599-7779

**QUOTATION**

<b>S</b> <b>O</b> <b>L</b> <b>D</b>  <b>T</b> <b>O</b>	NATURES TABLE 9200 113TH ST SEMINOLE FL 33772	<b>S</b> <b>H</b> <b>I</b> <b>P</b>  <b>T</b> <b>O</b>	NATURES TABLE 9200 113TH ST SEMINOLE FL 33772
--	---	--	---

NAME/PO# LISA

QUOTE # 01852578	DATE 8/03/16 13:29:12 CST	CUSTOMER # 01106648	PHONE 407-770-8103
---------------------	------------------------------	------------------------	-----------------------

SALES PERSON'S NAME  
 KAREN KING EXT: FAX: 000-000-0000

QTY	UM	PART NO. DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	EA	/T2424CWP 4 WORKTABLE 24X24 X-Ref APN#-None	40.0 Ship Direct	77.00	77.00
2	EA	841128 WARMER 1200 WATT 22 QT X-Ref APN#-8344376	20.4	107.27	214.54
4	EA	833787 WARMER 7 QT ROUND X-Ref APN#-5344361	8.7	125.75	503.00
1	EA	664270 MICROWAVE,1000 WATT DIAL CMPCT X-Ref APN#-5936590	32.0	250.00	250.00
1	EA	869063 FREEZER 2 DOOR 49 CUFT X-Ref APN#-2775799	476.0	2,950.00	2,950.00
			TOTAL WT	1,513.1	
			SUBTOTAL		10,953.07
			EST SHIPPING AND HANDLING		929.00
			TAX		831.32
			TOTAL		12,707.39

Quoted Prices will be honored until 9/01/16. Orders received after that date are subject to price review and possible change. Signature shall constitute customer acceptance of the above quotation, and shall become a bona fide order subject to credit approval. Shipping and handling charges and applicable sales tax are quoted separately unless otherwise specified.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT "D"**  
**COMMENCEMENT DATE AGREEMENT**

Re: Lease dated \_\_\_\_\_, 2016 between St. Petersburg College, Landlord, and ANF Services LLC dba Nature's Table, Tenant, concerning the commercial lease of space at the Seminole Campus. By executing lease, Tenant agrees to execute the commencement date agreement when Landlord can predict a date of completion of leasehold improvements.

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.
2. That the Tenant has possession of the Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence, or has commenced, as of \_\_\_\_\_, 2016 for a term of three (3) years, ending on \_\_\_\_\_.
3. That in accordance with the subject Lease, first six (6) months rent are hereby waived. Therefore, the first rental payment shall be due March 1, 2017, and as set forth in this Agreement at Sections 3 and 4.
4. If the commencement date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.
5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Rent checks should be made payable to St. Petersburg College, attn.: Business Services, Leasing Department.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Its: \_\_\_\_\_

Initials:

\_\_\_\_\_

**EXHIBIT "E"**

**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 Service Animals.
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.

Initials:

\_\_\_\_\_

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, 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 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 will share in their prorated share of such services. Tenant shall be responsible for cleaning and removal of trash of the leased space, as well as busing and keeping seating areas clean during hours of operation.**

15. Exterior Areas. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions 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

Initials:



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 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:

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**EXHIBIT "F"**  
**ACADEMIC CALENDAR**

Initials:

\_\_\_\_\_

**LEASE ADDENDUM**

THIS ADDENDUM dated \_\_\_\_\_, is hereby agreed to and made a part of that certain lease agreement dated \_\_\_\_\_, by and between St. Petersburg College, herein designated "Landlord" and ANF Services LLC, dba Nature's Table, herein designated "Tenant" (the "Lease").

WHEREAS the parties hereto agree to the following terms and conditions, and to amend certain provisions as described herein, in reference to the above mentioned Lease:

1. Hours of Operation – Hours of operation shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Any changing of hours will be negotiated with Landlord if needed.

All other terms and conditions of the Lease shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Signed, sealed and delivered

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Landlord:

BY: \_\_\_\_\_

Tenant:

BY: \_\_\_\_\_

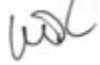
Its: \_\_\_\_\_

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

August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** Agreement between St. Petersburg College and ANF Services, LLC (Nature's Table, Inc.), for a lease of space at the Health Education Center

**Approval is sought to enter into a Lease Agreement with ANF Services, LLC (Nature's Table, Inc.), whereby Nature's Table, Inc. will occupy second floor space (607 square feet) at the Health Education Center.**

St. Petersburg College (SPC) and ANF Services LLC have tentatively agreed to the following terms and conditions, subject to the Board's approval, for a lease of space at the Health Education Center in order to provide much needed food service within the building. This lease includes 607 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 607 square feet at a flat rate of \$300.00 per month. However, the first six (6) months' rent are waived.
- ANF Services will purchase approximately \$9,000.00 worth of equipment, which the College will purchase from ANF in the form of a rent credit. Following the first six (6) months the College will apply a credit to ANF's rent equal to 1/30<sup>th</sup> of the cost of the equipment each month for the remaining thirty (30) months of the agreement. Therefore, the credit shall be  $\$9,000 / 30 = \$300$ .
- Terms of the lease shall be three (3) years and shall start on September 1, 2016.
- Following the three (3) year term the agreement may be extended for three one (1) year terms.
- 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.

Brian P. Miles, Vice President, Administrative/Business Services and Information Technology; Suzanne L. Gardner, General Counsel; Eric Carver, Provost; Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services; and Amy Lockhart, Associate Vice President, Business & Financial Services recommend approval.

Attachment

ms0804163

LEASE  
BETWEEN  
ANF SERVICES LLC, dba NATURE'S TABLE  
AS TENANT  
AND  
ST. PETERSBURG COLLEGE  
AS LANDLORD

Initials:

\_\_\_\_\_

**LEASE**

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**COMMERCIAL (FOOD SERVICE) LEASE**

**THIS LEASE** made and entered into this 1<sup>st</sup> day of September, 2016, by and between the Board of Trustees St. Petersburg College, a Florida state college, herein designated "Landlord" (Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and ANF Services LLC (Nature's Table), a Florida limited liability company whose mailing address is PO Box 47813, St. Petersburg, FL 33743, 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 (the "Building"), as further described herein below:

**1. PREMISES:** The leased space utilized by Tenant is located in the Caruth Health Education Center, on the Health Education Center Campus, 7200 66<sup>th</sup> Street N, Pinellas Park, FL 33781, and shall include 3115 square feet of floor area together with all fixtures and improvements associated therewith, of which a space of 607 sq. feet shall be leased for exclusive use by the Tenant for restaurant cooking and counter service. Tenant will be charged rent on 607 SF of space. See Exhibit A for floor plan of leased space.

**2. TERM:**

**A.** The term of this Lease (herein called "Lease Term") shall be for a period of three (3) years, and shall commence on the 1st day of September, 2016 (the "Commencement Date"). The Lease Term shall expire 5:00 p.m. on August 31, 2019 (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon pursuant to the Commencement Date Agreement, Exhibit D. Tenant shall have an option to renew this Lease for an additional three one (1) year terms, by giving 120 days prior written notice before the Termination Date.

**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. If no Workletter is attached to this Lease, it will be deemed that Landlord delivered to Tenant possession of the Premises as is in its present condition on the Commencement Date. 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 not be liable to Tenant for any resultant loss or damage.

**D.** Prior to the Premises being ready for occupancy by Tenant, Landlord shall furnish to Tenant a Commencement Date Agreement in the form attached as Exhibit "D" and made a part hereof, said Agreement setting forth the specific Commencement Date for this Lease as hereinabove determined. Tenant shall execute the Commencement Date Agreement and immediately return a signed copy to Landlord within forty-eight (48) hours of receipt.

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E. 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 on the Commencement Date. 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) 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.

F. Landlord may terminate this Agreement for without cause and without penalty upon 90 days written notice to Tenant. If Landlord terminates this Agreement prior to the end of the initial three (3) year term then Tenant shall be entitled to the remaining payments due under Clause 4 of this agreement.

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 monthly base rent ("Base Rent") for the Lease Term shall be \$300.00 per month for the use of Premise, plus all applicable sales tax. However, Landlord agrees to waive Tenant's rent for the first six (6) months. Therefore, Tenant's obligation to pay rent under this agreement shall begin March 1, 2017 and shall continue every month thereafter for the duration of this agreement.

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.

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D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(B) 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.

4. **RENT CREDIT:**

A. Landlord agrees to relocate certain surplus kitchen equipment to the Caruth Health Education Center for Tenant to use during the term of the lease. This equipment shall remain the property of Owner/Landlord. The equipment shall be enumerated on Exhibit B.

B. Tenant agrees to purchase additional equipment necessary to run a traditional Nature's Table restaurant. The estimated cost, and in no case in excess of, to Tenant to purchase this additional equipment is \$9,000.00 for the Premises. See Exhibit C for itemized list of equipment purchased by Tenant and each item's cost.

C. Landlord agrees to purchase this equipment from Tenant over the three (3) year term of this Agreement. Following the six (6) month waiver of rent described in 3(B) of this agreement Landlord will apply a credit to Tenant's rent equal to 1/30<sup>th</sup> of the cost of the equipment each month for the remaining thirty (30) months of this Agreement. The credit, where applicable, will offset the rent as described in Section 3, herein, and applied as follows:

Equipment reimbursement of \$9,000 over 30 months = \$300 credit towards base rent

5. **OPERATING EXPENSES, TAXES AND INSURANCE:** Tenant shall pay all additional expenses associated with the Building, including but not limited to real estate taxes (if real estate taxes are imposed in the future Tenant shall pay their pro rata share of such taxes based on square footage.) Tenant shall at all times carry and maintain such required insurance as provided for 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.

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

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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 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 and equipment, 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 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 to current health department standards. Tenant shall be responsible at all time for keeping their leased space clean to current health department standards and shall empty their trash as needed. Tenant shall be responsible for their prorata share of cleaning windows, coverings, and shampooing of carpeting and cleaning of floor located in the Premises, daily janitorial services and pest control (Tenant shall provide a copy of the pest control agreement and provide notice when service is occurring) as well as 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

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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 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

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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.

**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, 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:

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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.

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 shall be delineated on a Lease Addendum, and days of operation will reflect the College's current Academic Calendar (Exhibit F) of the College and will be mutually acceptable to both the College and Tenant. 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 campus Provost for approval.

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. If the Tenant changes any locks, Landlord must be provided with a key upon installation.

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

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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.

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

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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 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 non-owned 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.

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**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 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

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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 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

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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 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  
Initials:

regulations that this Lease requires Tenant to perform, and such breach continues for a period of 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 any one or more events of default set forth in Paragraph 20 occurs 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 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.

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(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:

(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;

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(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.

**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

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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 six (6) 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 two (2) 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 be permitted to purchase, at its sole cost and expense, standard signage as approved by Landlord. Landlord shall approve the placement of interior and exterior signage, including approval of any specifications and text.

**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 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: ANF Services LLC  
Shadi Fackih  
PO Box 47813  
St. Petersburg, FL 33743

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**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 "E") 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 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

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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 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.

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- T. **BROKER:** Tenant warrants that it did not have dealings with any broker.
- 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 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.

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Z. **PARKING:** 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 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.

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**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:

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Tenant:

Signed, sealed and delivered

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_

\_\_\_\_\_  
NAME

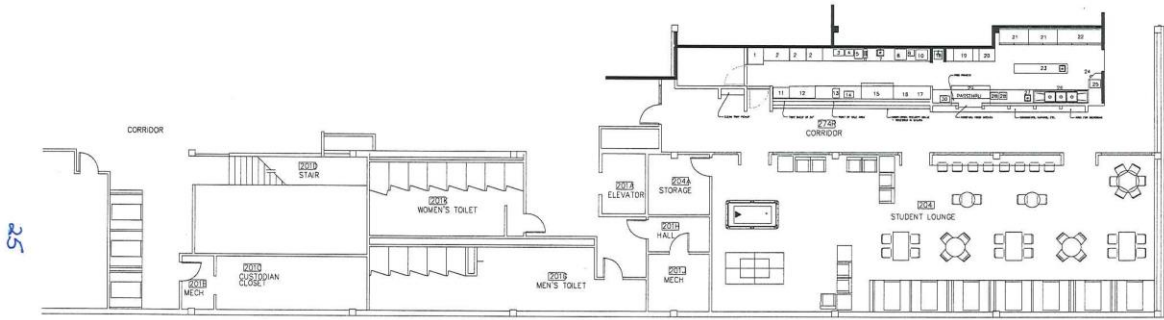
Its: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Initials:

\_\_\_\_\_



ST. PETERSBURG COLLEGE  
HEC CAFE & CORRIDOR

EXHIBIT "A"

**EXHIBIT "B"**  
**Landlord's Workletter and Equipment List**

1. Landlord will provide

Initials:

\_\_\_\_\_



**EXHIBIT "C"**  
**Tenant's Work**

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

Initials:

(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:

\_\_\_\_\_

US FOODS CULINARY E&S  
 2217 DISTRIBUTION CENTER DR #8  
 CHARLOTTE, NC 28269  
 Direct 704-599-7775  
 Fax 704-599-7779

EXHIBIT 'C'

QUOTATION

S NATURES TABLE  
 L SHINT PETE COLLEGE HEC  
 B 7200 66TH ST N  
 PINELLRS PARK FL 33781  
 O L

S NATURES TABLE  
 H SHINT PETE COLLEGE HEC  
 P 7200 66TH ST N  
 PINELLRS PARK FL 33781  
 O L

NAME/PO# LISB  
 DATE 8/02/16 11:35:42 CST  
 SALES PERSON/PHONE  
 EXT: FRX: 000-000-0000  
 CUSTOMER # 01106546 PHONE 407-770-8103

QTY	UNIT	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	ER	793854 BLENDER, W/SOUND COVER X-Ref RPN#-1627256	20.0	1,130.00	1,130.00
1	ER	867637 CONTAINER, 48 OZ W/BLADE & LID X-Ref RPN#-2762128	2.2	109.00	109.00
1	ER	979674 TABLE, SRND PREP 27" 1 DR X-Ref RPN#-1756949	212.0	1,261.40	1,261.40
1	ER	975223 GRILL, SANDWICH GROOVED 14X14 X-Ref RPN#-1699743	88.0	555.00	555.00
1	ER	664270 MICROWAVE, 1000 WATT DIRL CMPT X-Ref RPN#-5936590	32.0	250.00	250.00
1	ER	272947 RANGE, INDUCTION 120V 1800W X-Ref RPN#-2943546	10.0	149.53	149.53
1	ER	933761 FOOD PROCESSOR 2.5QT ECONOMY X-Ref RPN#-3709037	18.3	390.00	390.00
1	ER	7XRF193 OVEN, CONVECTION FULL SIZE X-Ref RPN#-None	119.0	1,875.00	1,875.00
*** CONTINUED ***					

US FOODS CULINARY E&S  
 2217 DISTRIBUTION CENTER DR #8  
 CHARLOTTE, NC 28269  
 Direct 704-599-7775  
 Fax 704-599-7779

**QUOTATION**

S [ NATURES TABLE ]  
 Q [ SPRINT PETE COLLEGE HEC ]  
 L [ 7200 66TH ST N ]  
 T [ PINELLRS PARK FL 33781 ]  
 O [ ]

S [ NATURES TABLE ]  
 H [ SPRINT PETE COLLEGE HEC ]  
 P [ 7200 66TH ST N ]  
 T [ PINELLRS PARK FL 33781 ]  
 O [ ]

NAME/PO# LIS9

QUOTE# 01882580 DATE 8/02/16 11:35:42 CST

CUSTOMER# 01106646 PHONE 407-770-8103

SALES PERSON NAME KAREN KING

EXT:

FRY: 000-000-0000

QTY	UM	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	TOTAL
1	ER	/DST195 OVEN STAND, MOBILE X-Ref RPN#-None	46.0	475.00	475.00
1	ER	/CWI REFRIG DROP IN COLD WELL X-Ref RPN#-None	121.0	1,790.00	1,790.00
		TOTAL WT	668.5		
		SUBTOTAL			7,994.93
		EST SHIPPING AND HANDLING			514.04
		TRX			555.63
		TOTAL			9,104.60

Quoted Prices will be honored until 9/01/16. Orders received after that date are subject to price review and possible change. Signature shall constitute customer acceptance of the above quotation, and shall become a bona fide order subject to credit approval. Shipping and handling charges and applicable sales tax are quoted separately unless otherwise specified.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT "D"**  
**COMMENCEMENT DATE AGREEMENT**

Re: Lease dated \_\_\_\_\_, 2016 between St. Petersburg College, Landlord, and ANF Services LLC dba Nature's Table, Tenant, concerning the commercial lease of space at the Caruth Health Education Center. By executing lease, Tenant agrees to execute the commencement date agreement when Landlord can predict a date of completion of leasehold improvements.

In accordance with the subject Lease, we wish to advise and/or confirm as follows:

1. That the Premises have been accepted herewith by the Tenant as being substantially complete in accordance with the subject Lease, and that there is no deficiency in construction.
2. That the Tenant has possession of the Premises and acknowledges that under the provisions of the subject Lease, the term of said Lease shall commence, or has commenced, as of \_\_\_\_\_, 2016 for a term of three (3) years, ending on \_\_\_\_\_.
3. That in accordance with the subject Lease, first six (6) months rent are hereby waived. Therefore, the first rental payment shall be due March 1, 2017, and as set forth in this Agreement at Sections 3 and 4.
4. If the commencement date of the subject Lease is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly installment as provided for in said Lease.
5. Rent is due and payable in advance on the first day of each and every month during the term of said Lease. Rent checks should be made payable to St. Petersburg College, attn.: Business Services, Leasing Department.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**EXHIBIT "E"**

**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 Service Animals.
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.

Initials:

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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, 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 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 will share in their prorated share of such services. Tenant shall be responsible for cleaning and removal of trash of the leased space, as well as busing and keeping seating areas clean during hours of operation.**

15. Exterior Areas. The exterior areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstructions 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

Initials:

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 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 "F"**  
**ACADEMIC CALENDAR**

Initials:

\_\_\_\_\_

**LEASE ADDENDUM**

THIS ADDENDUM dated \_\_\_\_\_, is hereby agreed to and made a part of that certain lease agreement dated \_\_\_\_\_, by and between St. Petersburg College, herein designated "Landlord" and ANF Services LLC, dba Nature's Table, herein designated "Tenant" (the "Lease").

WHEREAS the parties hereto agree to the following terms and conditions, and to amend certain provisions as described herein, in reference to the above mentioned Lease:

1. Hours of Operation – Hours of operation shall be 7 am to 7 pm, Monday through Thursday, and 7 am to 3:30 pm on Friday. Any changing of hours will be negotiated with Landlord if needed.

All other terms and conditions of the Lease shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

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

Initials:

\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Signed, sealed and delivered

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

Landlord:

BY: \_\_\_\_\_

Tenant:

BY: \_\_\_\_\_

Its: \_\_\_\_\_

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

August 16, 2016

**MEMORANDUM**

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

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

**SUBJECT:** Quarterly Informational Report on Contract Items

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

**Section A: Program Related Contracts**

1. Dual Enrollment Agreement with **Admiral Farragut Academy, Inc.** (AFA) that will allow eligible AFA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College
2. Amendment to the existing Affiliation Agreement with **BayCare Health System, Inc.** to add the College's IT Cyber Security Program to the Agreement. The Amendment will allow the College's IT Cyber Security students to obtain internship workforce experience at the Agency. The Agreement will commence as soon as possible and continue through December 30, 2016. There is no cost to the College. This item was approved by Anne Cooper on April 25, 2016. Department—College of Computer & Information Technology
3. Affiliation Agreement with **BayCare Health System, Inc.** to provide clinical or internship workforce experience, at its various facilities, for students in the Emergency Medical Services, Health Information Management, Radiography, Respiratory Care, Physical Therapist Assistant, Nursing, Health Services Administration, and IT Cyber Security programs. The Agreement will commence December 19, 2016 and continue for a period of three years. There is no cost to the College. This item was approved by Anne Cooper on June 13, 2016. Department—College of Health Science
4. Agreement with **CAE Healthcare, Inc.** to provide technical service on the training equipment (METIman Pre-Hospital MMP625) used in the Emergency Medical Services

Program. The cost to the College for this Agreement will be \$5,525. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Doug Duncan on April 21, 2016. Department—Emergency Medical Services

5. Agreement with **CAE Healthcare, Inc.** to provide support and maintenance for the CAE Fidelis Lucina Simulator for one year commencing July 12, 2016 and continuing through July 11, 2017. The Simulator is used in the College of Nursing. The cost to the College for this Agreement will be \$6,458.40. This item was approved by Tonjua Williams on June 20, 2016. Department—College of Nursing
6. Dual Enrollment Agreement with **Calvary Christian High School (CCHS)** that will allow eligible CCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College
7. Agreement with **Chamberlain College of Nursing (CCN)** whereby SPC agrees to provide on-site settings for practicum experience for students in CCN's Master of Science in Nursing Program. CCN students will be under the direction of preceptors/faculty at SPC. The Agreement will commence as soon as possible and will continue for the period of one year. This item was approved by Anne Cooper on May 13, 2016. Department—College of Nursing
8. Agreement with **Cisco Webex** for a license to the Meeting Center Pro service which will be used for the College of Business. The Agreement will commence as soon as possible and continue for one year. The cost to the College for this period will be \$468. This item was approved by Anne Cooper on May 24, 2016. Department—College of Business
9. Dual Enrollment Agreement with **Clearwater Central Catholic High School (CCCHS)** that will allow eligible CCCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College
10. Dual Enrollment Agreement with **Dunedin Academy (DA)** that will allow eligible DA students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be

based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College

11. Agreement with **Robert Entel, MD** to continue to provide services as the Medical Director for the Radiography Program that will help maintain and monitor standards of the Program. The cost to the College for this Agreement will be \$1,500. The Agreement period covers medical direction services for Sessions I, II & III 2016-17. This item was approved by Anne Cooper on April 26, 2016. Department—Radiography
12. Agreement with **Florida Hospital Memorial Medical Center** that will allow students in the Health Services Administration, Health Information Technology, and Continuing Education Nursing programs to complete their Capstone course project. The Agreement will commence as soon as possible and will continue for a period of three years. There is no cost to the College. This item was approved by Anne Cooper on June 30, 2016. Department—College of Health Sciences
13. Agreement with **Greenville Technical College, Buck Mickel Center** to continue to develop and offer online curriculum for RN/LPN Refresher/Remediation and RN Return-to-Work courses that meet the Florida Board of Nursing guidelines. The Agreement will commence as soon as possible and continue for the period of three years. The College will enroll students who meet course criteria and provide clinical affiliations. Greenville will provide Florida Board of Nursing approved curriculum and instructional support. The parties will each receive 50/50 revenue share and Greenville will also be paid \$190 per student if a course extension period is necessary. Based on the foregoing, the College anticipates an annual net revenue of approximately \$17,500 for a total anticipated net revenue of approximately \$52,500 over three years. This item was approved by Anne Cooper on May 25, 2016. Department—CE Nursing
14. Modification to the Agreement with **Greystone Healthcare Management Corporation** to provide clinical experience to students enrolled in the Physical Therapist Assistant Program at no cost to the College. This modification reflects the addition of the Nursing Program to this Agreement under the same terms and conditions. The Agreement is ongoing unless terminated by either party. All other terms and conditions will remain as previously advised. This item was approved by Anne Cooper on June 7, 2016. Department—College of Nursing
15. Affiliation Agreement with **HCA Doctor's Hospital of Sarasota** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will also provide clinical experience and site preceptor for RN Return to Work/Remediation Nursing students in the Continuing Education Health Program. The Agreement will also allow Respiratory Care program students to obtain clinical experience. The Agreement will commence as soon as possible and will continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on June 8, 2016. Departments—College of Nursing; CE Health & Respiratory Care

16. Affiliation Agreement with **HCA Health Services of Florida d/b/a Oak Hill Hospital** to provide clinical experience for RN to BSN Nursing students as part of their requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will also provide clinical experience and site preceptor for RN Return to Work/Remediation Nursing students in the Continuing Education Health Program at the College. The Agreement will commence as soon as possible and will continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on April 26, 2016. Departments—College of Nursing and CE Health
17. Affiliation Agreement with **HealthSouth Corporation** to provide clinical experience to students enrolled in the Physical Therapist Assistant, Nursing and Respiratory Care programs. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on April 5, 2016. Departments—Physical Therapist Assistant, College of Nursing and Respiratory Care
18. Dual Enrollment Agreement with **Indian Rocks Christian School (IRCS)** that will allow eligible IRCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College
19. Affiliation Agreement with **Mayo Clinic Jacksonville** to provide clinical experience for an RN to BSN Nursing student as part of the requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and will continue December 8, 2016. There is no cost to the College. This item was approved by Anne Cooper on April 16, 2016. Departments—College of Nursing
20. Affiliation Agreement with **Mercy Medical Center and Mercy Medical Services** to provide clinical experience for an RN to BSN Nursing student as part of the requirements for completion of the Leadership Practicum course in the Nursing Program. The Agreement will commence as soon as possible and will continue for a period of 18 months. There is no cost to the College. This item was approved by Anne Cooper on June 14, 2016. Departments—College of Nursing
21. Affiliation Agreement with **New Port Richey Hospital, Inc. d/b/a Medical Center of Trinity** to provide clinical experience to students in the Physical Therapist Assistant Program. The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Anne Cooper on April 4, 2016. Department—Physical Therapist Assistant
22. Dual Enrollment Agreement with **Northside Christian School (NCS)** that will allow eligible NCS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and

college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College

23. Agreement with **Oracle America, Inc.** for an Oracle Academy Institution Membership Agreement to allow the College the use of industry certification materials which are not available to the public. The materials are used for instruction and testing of students. Although there is no cost to the College to enter into the Membership Agreement; any materials that may become necessary under this Agreement will be purchased separately through the Purchasing process. The Agreement will commence upon execution and continue for the period of three years. This item was approved by Anne Cooper on June 1, 2016. Department—Dean, College of Computer & Information Technology
24. Agreement with **Anthony Ottaviani, DO** to provide medical direction for the Respiratory Care Program, which is necessary to meet the requirements for Program accreditation. The Agreement will cover the period commencing July 1, 2016 and continuing through June 30, 2017. The cost to the College will be \$4,800. This item was approved by Anne Cooper on April 26, 2016. Department—Respiratory Care
25. Agreement with **Pasco County School Board** to provide for the articulation of Pasco County students completing the Veterinary Assistant Programs at Pasco High School and Hudson High School to SPC's AS Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on June 6, 2016. Department—Veterinary Technology
26. Agreement with **Patterson Dental Supply, Inc.** to provide maintenance and support for the Eaglesoft Health Information System used in the Dental Hygiene Clinic. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$2,004. This item was approved by Anne Cooper on April 26, 2016. Department—Dental Hygiene
27. Agreement with **Pinellas County Animal Services** to provide animals to be used for the instruction of students enrolled in the College's Veterinary Technology Program. The County will pre-screen animals for health conditions and behavior characteristics to ensure they are appropriate for instructional use with SPC program students. The Agreement will commence as soon as possible and continue for the period of three years. This item was approved by Anne Cooper on April 7, 2016. Department—Veterinary Technology
28. Dual Enrollment Articulation Agreement for 2016-17 between **Pinellas County School Board** and the College. The Agreement defines the academic programs and activities that will benefit *Dual Enrollment* students of Pinellas County. The College will offer information on student progress and acceleration mechanisms to students in Pinellas County high schools to facilitate greater success in post-secondary education. The School Board will market and encourage high school students regarding opportunities for Dual



- Enrollment articulation and accelerated college credit opportunities. The Agreement will commence as soon as possible and will ongoing; however, the Agreement must be reviewed and updated annually. There is no cost to the College. This item was approved by Anne Cooper on June 1, 2016. Department—Academic & Student Affairs
29. Agreement with **Pinellas County School Board** to continue to provide settings for students in the College's Physical Therapist Assistant Program to obtain clinical experience. The Agreement will commence as soon as possible and continue for the period of one year. There is no cost to the College. This item was approved by Anne Cooper on June 20, 2016. Department—Physical Therapist Assistant
  30. Agreement with the **City of Pinellas Park** for the donation of a Taser Unit by the Pinellas Park Police Department to be used at the Allstate Center for police officer training. There is no cost to the College associated with entering into this Agreement. It is estimated that the value of the Taser Unit is approximately \$3,200. This item was approved by Anne Cooper on June 2, 2016. Department—Criminal Justice Institute
  31. Agreement with **Raritan Valley Community College** to articulate students completing general education and support courses at Raritan Valley Community College into SPC's AS Veterinary Technology Program. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Anne Cooper on April 21, 2016. Department—Veterinary Technology
  32. Agreement with **Society of Prevention and Cruelty to Animals, Tampa Bay** to provide animals to be used for the instruction of students enrolled in the College's Veterinary Technology Program. The County will pre-screen animals for health conditions and behavior characteristics to ensure they are appropriate for instructional use with SPC program students. The Agreement will commence as soon as possible and continue for the period of three years. This item was approved by Anne Cooper on April 7, 2016. Department—Veterinary Technology
  33. Affiliation Agreement with **Springhill Regional Hospital d/b/a Bayfront Health Spring Hill** to provide clinical experience and site preceptor for RN Return to Work/Remediation Nursing students in the Continuing Education Health Program at the College. The Agreement will commence as soon as possible and continue for the period of two years. There is no cost to the College. This item was approved by Anne Cooper on April 18, 2016. Department—CE Health
  34. Dual Enrollment Agreement with **St. Petersburg Catholic High School (SPCHS)** that will allow eligible SPCHS students to enroll in AA, AS and AAS degree or Certificate programs and take Dual Enrollment classes while in high school. Students will receive high school and college credit for the Dual Enrollment classes completed and will not be required to pay tuition and lab fees. The Agreement will commence August 1, 2016 and continue for the period of one year. The instructional costs to the College are yet to be determined and will be based on student enrollment in each class. This item was approved by Anne Cooper on June 1, 2016. Department—Dual Enrollment/Early College

35. Agreement with the **City of St. Petersburg** whereby the College agrees to continue to provide personnel, equipment and facilities to provide Florida Department of Law Enforcement and certified basic recruit training to City Police Cadets. The renewal Agreement will commence as soon as possible and continue through March 31, 2019. Thereafter, the City may renew the Agreement for one additional two-year period provided the College agrees. Although the exact revenue to the College cannot be determined at this time, it is anticipated the revenue will not exceed \$408,900 per year during the agreement period. This item was approved by Anne Cooper on May 13, 2016. Department—CJI Academies
36. Agreement with **Velociteach Project Management, Inc. (VPM)** that will allow the College to become a training provider and training reseller of VPM's PROQUIP KITS and have access to and provide training services using VPM's PROQUIP INSTRUCTOR MATERIALS. VPM designs and promotes products relating to Project Management Professional; Project Management Fundamentals, and PMI-ACP preparation courses which are delivered in self-contained PROQUIP KITS. Under the terms of the Agreement, the College intends to offer courses through the Workforce Institute. Although the number of courses to be offered and number of participants in each course are unknown, based on an estimate of offering 6 courses per year with 5 participants in each course, the anticipated cost for instructor materials and student kits over a one-year period is approximately \$5,129. Costs for instruction will be handled separately from this Agreement via the Purchasing process. It is further anticipated that costs associated with this Agreement will be offset by student fees. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, unless earlier terminated within 30 days prior to the expiration of the initial or any renewal term, the Agreement will automatically continue for successive one-year periods. This item was approved by Anne Cooper on May 19, 2016. Department—Workforce Institute

**Section B: Contracts above \$100,000 (\$100,001-\$325,000)**

37. Agreement with **Bachelor Degree Access Strategies, LLC** to continue to provide consulting services and deliverables as agreed to by the parties. Consulting services will include areas such as structuring and implementing certificate, two-year, baccalaureate and graduate programs; enhancing opportunities with international institutions; and assisting in management transition services. The Agreement will commence July 1, 2016 and continue through June 30, 2017. The cost to the College for this period will not exceed \$168,000 plus travel expenses. This item was approved by the President on May 5, 2016. Department—President's Office
38. Agreement with **MailFinance, Inc.** to provide a five-year lease for mail processing equipment used to process mail and packages for the College. The Agreement will provide for new equipment and software at a monthly cost to the College of \$2,428.04 for a total cost to the College over five years of \$145,682.40. The Agreement will commence August 10, 2016 and continue through August 9, 2021. This item was approved by the President on June 23, 2016. Department—Materials Management

**Section C: Contracts above \$50,000 (\$50,001-\$100,000)**

39. Agreement with **Allen, Norton & Blue, P.A.** to continue to provide legal services to the College from July 1, 2016 through June 30, 2017. The firm will provide services at an hourly rate of \$235 per hour for attorneys and \$100 per hour for paralegals. This firm provides legal services associated with employment law issues. Although the total amount of this Agreement cannot be determined at this time, the expenditure approval sought is within the College's approved budgeted amount for Fiscal Year 2016-17. This item was approved by Doug Duncan on May 27, 2016. Department—General Counsel's Office
40. Agreement with **Orange Theory – Fresh Ideas, dba Benjamin Solutions Group, LLC** to provide professional services and project deliverables in line with the strategic vision and goals of the College over a one-year period. The number of hours for this Agreement is anticipated to be 994 and the total amount to be paid for this Agreement will be \$95,404.12. The Agreement will commence on July 1, 2016 and continue through June 30, 2017. This item was approved by Anne Cooper on June 7, 2016. Department—Marketing & Strategic Communications
41. Agreement with **Ovid Technologies, Inc.** to renew the subscription to various electronic products to support the Nursing, Health Services Administration, and Human Services programs. The Agreement will commence as soon as possible and continue through June 30, 2017. The cost to the College for this period will be \$66,257. This item was approved by Anne Cooper on April 18, 2016. Department—District Library
42. Agreement with **ProEducation Solutions, LLC** to continue to provide consulting services for Financial Assistance Services to assist in processing of student files selected for federal verification and SAP appeal reviews. The renewal Agreement will commence as soon as possible and will continue for the period of one year. The anticipated cost to the College for this Agreement period will be \$89,000. This item was approved by Tonjua Williams on June 30, 2016. Department—Financial Assistance Services
43. Agreement with **Universal Protection Service** to provide security officer services college-wide, on an as-needed basis. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this period is expected to be \$100,000. This item was approved by Doug Duncan on May 1, 2016. Department—Security Services
44. Agreement(s) with **University of Washington, Center for Educational Leadership** to provide an introduction to its 5 Dimensions of Teaching and Learning framework. The Services Agreement includes providing training to College of Education lead faculty in understanding the 5 Dimensions as a lens for observing and analyzing the instructional core; deepening skills in observation, analysis, and feedback through on-site support and coaching; and developing the capacity to use CEL licenses frameworks and tools. The Services Agreement will continue through June 30, 2016. The License Agreement delineates the terms and conditions for the use of the 5D Instructional Leadership

Assessment Technology. The License Agreement continues for up to one year. The total cost to the College for these Agreements will not exceed \$62,900. This item was approved by Anne Cooper on April 1, 2016. Department—College of Education

**Section D: Contracts above \$10,000 (\$10,001-\$50,000)**

45. Agreement with **AAA Club Alliance, Inc.** (f/k/a AAA Allied Group, Inc. an affiliate of AAA Auto Club South) to provide business related travel management services for the College. The Agreement provides the College with the lowest pricing for travel, 24/7 customer service, and accident insurance at no added cost. The anticipated cost to the College for these services during this period is \$10,000-\$15,000. The Agreement will commence July 1, 2016 and continue through June 30, 2016. This item was approved by Doug Duncan on April 12, 2016. Department—Business Services
46. Agreement with **Academic Works, Inc.** to provide annual maintenance and service for the Scholarship Management System software. The Agreement will commence as on July 13, 2016 and continue through July 12, 2017. The cost to the College for this Agreement will be \$10,939. This item was approved by Doug Duncan on May 23, 2016. Department—Foundation Office
47. Agreement with **Accessible Information Management, LLC** to establish an accessibility management system for the College. The Agreement will include system set-up, data import and on-site training for Accessibility Resources. The Agreement will commence as soon as possible and continue for the period of three years. The total cost to the College over three years will be \$47,612.92. This amount includes costs for each year as follows: Year 1 - \$23,737.64; Year 2 - \$11,937.64; and Year 3 - \$11,937.64. This item was approved by Tonjua Williams on May 1, 2016. Department—Title III, Retention Services
48. Agreement with **American Funding Innovators, Inc.** (AFI) to continue the College's subscription to access AFI's software solution for grant management. The Agreement will commence August 1, 2016 and continue through July 31, 2017. The cost to the College for this period will be \$17,500. This item was approved by Doug Duncan on May 18, 2016. Department—Grants
49. Agreement with **Apple Financial Services** to lease 12 Apple computers for use at the Seminole Campus. The lease is for a period of 48 months. The cost to the College for this lease is expected to be approximately \$15,568.16. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$15,569.16. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by the Board based on its approval of the 2016-17 Budget on June 21, 2016. — Doug Duncan
50. Agreement with **Clara Education Center, Inc.** to promote the College's Intensive English Program in Vietnam and assist students in enrolling in the Program. Specifically, CEC

will serve as the liaison regarding information and questions related to the program, market the program, obtain the College's approval for use of promotional items, assist potential students with the application process, and work with the College in resolving issues. The College will provide services such as program and application information, access to an SPC point of contact, digital images and logo for marketing materials, an online application, and marketing of the College's relationship with CEC through its program website. The Agreement will commence as soon as possible and will continue for the period of one year. Although the revenue to the College is unknown at this time, the anticipated revenue after expenses during this period is estimated to be approximately \$34,190. This item was approved by Anne Cooper on April 12, 2016. Department—Workforce & Professional Development

51. Agreement with **CR Mrig Company d/b/a Academic Impressions** to provide a two-day Customer Service Skills Training workshop in support of the new advising model and certification. The training will be delivered to 10-20 advising leaders from SPC. AI will provide training and participant materials. The cost to the College for this Agreement will be \$39,700. This item was approved by Tonjua Williams on May 19, 2016. Department—Title III/Retention Services
52. Agreement with **Condensed Curriculum International, Inc.** to provide education courses for the Military Spouse Career Advancement Accounts (MyCAA) program which provides financial assistance for military spouses. The online certificate course programs include HealthEd Today eLearning Career titles and MyEdToday eLearning Career titles. The certificate programs are 4-6 months with up to 12 months of access for completion. Students will pay tuition to the College and the College will retain from 20%-40% of the tuition based on recruitment terms as delineated in the Agreement. The Agreement will commence as soon as possible and continue unless terminated by either party with 30 days' notice. It is anticipated that annual the net revenue to the College may be approximately \$40,000. This item was approved by Anne Cooper on May 9, 2016. Department—Workforce Institute
53. Agreement with **Courtyard Marriott** in Lakeland, Florida to provide rooms for the College's Baseball Team from May 14-21, 2016. The cost to the College for this Agreement will be \$19,551. This item was approved by Tonjua Williams on May 2, 2016. Department—Athletics
54. Agreement with **Delectables Fine Catering, Inc.** to provide food and catering services associated with the Fall Faculty Welcome Back event to be held August 11, 2016. The cost to the College for this Agreement will be \$16,112.50. This item was approved by Anne Cooper on March 31, 2016. It is being included in this report as it did not appear in the previous Quarterly Report. Department—Instruction & Academic Programs
55. Agreement with **Diversified Business Machines** to provide maintenance on the College's 10 Photo ID printers college-wide. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$19,250. This item was approved by Tonjua Williams on June 21, 2016. Department—Enrollment Services

56. Agreement with **Goodwill Industries-Suncoast, Inc.** whereby Goodwill Industries-Suncoast, Inc. will provide funding for education of eligible individuals under Title I of the Workforce Innovation and Opportunity Act and under Florida's Workforce Innovation Act of 2000 legislation, Trade Adjustment Act, H1B Technical Skills Training and other special project training funds. Under the Agreement, the College serves as the Training Agent for eligible individuals and receives payment of tuition, fees, materials, supplies, etc. The Agreement will commence July 1, 2016 and continue for the period of one year. The annual revenue associated with the Agreement is anticipated to be approximately \$15,000. This item was approved by Anne Cooper on April 20, 2016. Department—Career Pathways
57. Agreement with **Gregory, Sharer & Stuart, P.A.** to provide services to conduct the required annual audit of the St. Petersburg Collegiate High School. The Agreement will commence July 1, 2016 and continue through June 30, 2019 at a cost to the College of \$41,250. This item was approved by Anne Cooper on May 25, 2016. Department—Collegiate High School
58. Amendment to the Agreement with **Hopf Consulting, LLC** to build an academic pathways repository to enable students and other users to access reports. Consultant will also modify AS and BAS/BS academic pathways as directed by the Deans Council and Curriculum Services to reflect modifications in programs of study. The original cost for these services was anticipated to be \$23,000. However, this modification adds an additional cost of up to \$10,000 and extends the Agreement through June 29, 2016 to allow for additional services. This item was approved by Anne Cooper on May 23, 2016. Department—Curriculum Services
59. Agreement with **Kone, Inc.** to continue to provide for the operation and maintenance of three KONE MRL Traction elevators at the Downtown Center. The Agreement will commence on May 1, 2016 and continue for the period of one year. The cost to the College for this period will be \$11,340. This item was approved by Doug Duncan on March 29, 2016. This item is being included in this report as it did not appear in the previous Quarterly Report. Department—Facilities Services
60. Agreement with **Lyrasis** for a renewal subscription to LexisNexis Academic service for use in the College's Paralegal Studies Program. The Agreement is from July 1, 2016 through June 30, 2017. The cost to the College for this Agreement will be \$21,504.61. This item was approved by Anne Cooper on April 29, 2016. Department—District Library
61. Agreement with **Joe A. Nelson, DO dba Medical Direction Consultants, Inc.** to provide medical direction for the College's EMS Credit and Non-Credit Programs. The Agreement will commence July 1, 2016 and continue through June 30, 2017. The cost to the College for this Agreement will be \$11,000. This item was approved by Anne Cooper on June 20, 2016. Department—Emergency Medical Services
62. Agreement with **Optiv Security, Inc.** to provide installation and configuration services for SPC network security fire wall equipment planning, testing and implementation. The

Agreement will commence as soon as possible and continue through project completion. The cost for this Agreement will be \$25,300. This item was approved by Doug Duncan on June 9, 2016. Department—Information Systems Networks

63. Agreement with **Oracle America, Inc.** to provide two-day onsite training regarding the PUM process, including selective adoption, and how to make upgrading a repeatable process. Oracle will also provide 5 days of remote training that will assist the College with its PSFT customizations within the Student system and other PSFT modules. Oracle will provide a technical account manager and advanced support engineer to deliver advanced proactive support management, advanced technical guidance and assistance, advanced proactive operational assistance, and advanced support process assistance. The cost to the College for this Agreement will be \$17,012.94. This item was approved by Doug Duncan on April 26, 2016. Department—AIS Information Systems
64. Agreement with **Pandora** to provide radio spots to run on Pandora for a total of 15 weeks in July 2016, October 2016, November 2016 and June 2017. The cost to the College for this Agreement will be \$34,410. This item was approved by Anne Cooper on May 26, 2016. Department—Marketing & Strategic Communications
65. Agreement with **Progressive Waste Solutions of Florida, Inc.** to provide recycling services on 10 sites. The Agreement will commence as soon as possible and continue for a period of three years. The cost to the College for the three-year period will be \$28,116. This item was approved by Doug Duncan on June 7, 2016. Department—Custodial Services
66. Agreement with **Skillsoft Corporation** to continue to provide e-learning modules via a learning management system for College employees that will allow for ongoing professional development of budgeted and non-budgeted employees. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College will be \$32,612.35. This item was approved by Doug Duncan on May 11, 2016. Department—Human Resource Development
67. Agreement with **Times Publishing Company d/b/a Tampa Bay Times** to provide a one-for-one match in advertising space for various events held at the Palladium. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will not exceed \$20,000. This item was approved by Tonjua Williams on June 27, 2016. Department—The Palladium
68. Agreement with **TSA Consulting Group, Inc.** to provide compliance administration services to the College for the College's voluntary retirement programs [403(b) and 457(b)]. The renewal Agreement will commence July 1, 2016 and continue for the period of one year. The cost to the College for this period will be \$12,000. This item was approved by Doug Duncan on May 1, 2016. Department—Human Resources
69. Agreement with **Unicon, Inc.** to provide consulting hours to assist with several enhancements to the current Student Coaching System for a Case Management tool. The Agreement will commence as soon as possible and will continue through June 30, 2016.

The cost to the College for 240 consulting hours will be \$36,000. This item was approved by Anne Cooper on May 6, 2016. Department—Title III Retention Services

70. Agreement with **Unicon, Inc.** to provide continued Open Source Support for the College's Student Success Plan installation. The renewal for the comprehensive technical support package (Standard Gold Subscription for SSP) will commence July 1, 2016 and continue through June 30, 2017. The cost to the College for this Agreement period will be \$14,500. This item was approved by Doug Duncan on May 18, 2016. Department—Business Services
71. Agreement with the **U.S. Department of Veterans Affairs** whereby the College will provide range and Matt room training services to the Tampa Veterans Affairs Police. The training will take place at the Allstate Center. The Agreement will commence as soon as possible and is for a one-year period at an anticipated revenue to the College of \$28,135.80. This item was approved by Anne Cooper on May 10, 2016. Department—Academies In-service

**Section E: Contracts below \$10,000**

72. Agreement with **Active Security Company** to provide monitoring and inspection services for the emergency panic buttons in Congressman Jolly's office area. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$407.40. This item was approved by Doug Duncan on May 11, 2016. Department—Security Services
73. Agreement with **American Healthcare Documentation Professionals Group** to provide various levels of Medical Scribe Training, including instruction, student support, enrolling students, collecting fees, providing student books and materials, providing pre-assessment screening and results and assisting with marketing efforts. The College will provide a College contact, assist with marketing, advise of student enrollment and bio/demo data, and provide certificates of completion. The Agreement will commence as soon as possible and continue for the period of three years. The anticipated revenue to the College for this Agreement over the three-year period will be approximately 13,500. The revenue is based on a 30% revenue share to the College for its services. This item was approved by Anne Cooper on June 1, 2016. Department—CE Health
74. Agreement with **American Society of Composers, Authors and Publishers (ASCAP)** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2017. The cost to the College to continue this Agreement for this period is estimated to be approximately \$7,600. This item was approved by Doug Duncan on May 23, 2016. Department—Business Services
75. Agreement with **Amici's Catered Cuisine, Inc.** to provide food and catering services for the Law Day event at the Lyceum to be held on May 12, 2016. The cost to the College for this Agreement will be \$6,737.50. This item was approved by Stan Vittetoe on April 22, 2016. Department—Student Activities



76. Agreement with **Apple Financial Services** to lease 2 Apple computers for use by the administration. The lease is for a period of 48 months. The cost to the College for this lease is expected to be approximately \$4,392.44. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$4,393.44. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by the Board based on its approval of the 2015-16 Budget on June 16, 2015. — Doug Duncan
77. Agreement with **Apple Financial Services** to lease 6 Apple computers for use at the Tarpon Springs Campus. The lease is for a period of 48 months. The cost to the College for this lease is expected to be approximately \$6,625.56. Should the College opt to purchase the equipment, if applicable, at the end of the lease term, the purchase option price would be an additional \$1. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$6,626.56. Should funds not be appropriated to continue the lease for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 30 days' notice prior to the end of the current fiscal period. This item was approved by the Board based on its approval of the 2015-16 Budget on June 16, 2015. — Doug Duncan
78. Agreement with **Banquet Masters, Inc.** to continue to provide food service at the Tarpon Springs Campus for an additional three years through June 30, 2019. The renewal Agreement also provides for three one-year renewal options thereafter if agreed to by the parties. There is no cost to the College associated with entering into this Agreement. The revenue to be received under this Agreement, which is determined by food sales, is yet to be determined. This item was approved by Doug Duncan on June 14, 2016. Department—Purchasing
79. Amendment to the Agreement with **BarkleyREI, LLC** whereby BarkleyREI is providing services for the update and improvement of the College's website. The Amendment is to update the Fee Compensation provisions and revise the Term and Termination provisions. There is no added cost to the College as a result of this Amendment. Either party may terminate the Agreement at any time and without cause with 90 days' written notice. This item was approved by Doug Duncan on June 29, 2016. Department—Marketing & Strategic Communications
80. Agreement with **Broadcast Music, Inc.** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2017. The cost to the College to continue this Agreement for this period is estimated to be approximately \$7,800. This item was approved by Doug Duncan on June 9, 2016. Department—Business Services
81. Agreement with **CareerSource Pinellas f/k/a Worknet Pinellas** whereby the College will participate as a consultant on an advisory board to assist CareerSource Pinellas in the operation of its One Stop Centers. The College will be involved in reviewing policies and performance reports related to the operation of the One Stop Centers and recommend

- changes based on performance measures. The College will serve on the advisory board for a period of five years commencing July 1, 2016 and continuing through June 30, 2021. There are no costs to the College associated with this Agreement. This item was approved by Anne Cooper on June 13, 2016. Department—Director, Workforce Services
82. Agreement with the **Chronicle of Higher Education** to renew the site license for access to news, analysis and insight in higher education. This Agreement will commence August 20, 2016 and continue through August 19, 2017. The cost to the College for this Agreement will be \$3,640. This item was approved by Anne Cooper on June 24, 2016. Department—District Library
83. Agreement with **Clear Channel Outdoor** to provide billboard advertising at 10 locations in the Tampa Bay area for a total of 8 weeks. The advertisements will run during June/July/August 2016. The cost to the College for this Agreement will be \$9,000. This item was approved by Anne Cooper on May 24, 2016. Department—Marketing & Strategic Communications
84. Agreement with **Clear Channel Outdoor** to provide billboard advertising at 10 locations in the Tampa Bay area for a total of 4 weeks. The advertisements will run during June/July 2017. The cost to the College for this Agreement will be \$4,500. This item was approved by Anne Cooper on May 24, 2016. Department—Marketing & Strategic Communications
85. Agreement with the **City of Clearwater** to allow the College's Men's Baseball Team to have first right of refusal for the use of the Jack Russell Memorial Stadium and its facilities for games and practices as determined prior to the season start date and continuing through the duration of the season (September 1-May 30<sup>th</sup>). The College will renovate the home team locker room facility and will have unlimited access to that area throughout the duration of the Agreement. The College will have in-house construction staff make the necessary improvements to the facilities and will ensure it is up to code and pull necessary permits. The cost to the College for this Agreement is yet to be determined. This item was approved by Tonjua Williams on April 19, 2016. Department—Athletics
86. Agreement with **Competitive Edge Software, Inc.** to continue to provide security reporting, vehicle registration and dispatch software for use by Security Services. The Agreement also includes software service and technical support. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$9,360. This item was approved by Doug Duncan on May 11, 2016. Department—Security Services
87. Agreement with **Decision Partners, Inc.** to continue to give students in the Student Support Services Program the opportunity to take a Financial Literacy 101 course to learn about budgeting management, credit card debt, personal finances, interest rates and financial aid. The renewal period will commence on September 1, 2016 and continue through August 31, 2017 at a cost to the College of \$500. This item was approved by Tonjua Williams on June 29, 2016. Department—Student Support Services Program

88. Agreement with **EBSCO Publishing, Inc.** for the renewal of the License Agreement for the Harvard Business Review for Course Work which allows users to download and print content for course and research use. The Agreement will commence August 1, 2016 and continue through July 31, 2017. The cost to the College for this period will be \$4,053. This item was approved by Anne Cooper on June 24, 2016. Department—District Library
89. Agreement with **ELM Resources** to provide access, via the College's Financial Assistance Services webpage, to the ELMSelect web based tool that allows students to compare private lenders by reviewing the options available for loans. The Agreement will commence as soon as possible and continue unless terminated by either party. There is no cost to the College. This item was approved by Tonjua Williams on June 30, 2016. Department—Financial Assistance Services
90. Amendment to the Agreement with **ExactTarget, Inc.** to provide additional services associated with the College's CRM. This Amendment is to add Premier Success Plan services to provide support for implementation resources in relation to the Constituent Relationship Management system. The Agreement will commence as soon as possible and continue through February 28, 2018. The cost to the College for these additional services will be \$9,318.75. This item was approved by Tonjua Williams on June 16, 2016. Department—Marketing & Strategic Communications
91. Agreement with the **Federal Communications Commission** for the completion of the FCC Application for Radio Service Authorization: Wireless Telecommunications Bureau Public Safety and Homeland Security Bureau documentation for the renewal of the license associated with the College's EBS station WFW689. Gray Miller Persh, LLP will submit the documentation to the FCC and costs associated with the documentation completion will be paid directly by Sprint, Inc. The license renewal will be for a period of 5 years. This item was approved by Doug Duncan on June 22, 2016. Department—ITVS
92. Amendment to the Agreement with **Films Media Group** to add the Films on Demand Veterinary Collection for streamed video content that will support the Veterinary Technology Program. The Amendment will commence as soon as possible and continue for the period of one year at a cost to the College of \$500. This item was approved by Anne Cooper on May 19, 2016. Department—District Library
93. Agreement with the **First Baptist Church of Indian Rocks** to provide the use of its facilities for the College's Commencement Ceremonies to be held on July 23, 2016. The cost to the College for this Agreement will be \$5,925. This item was approved by Tonjua Williams on June 30, 2016. Department—Enrollment Services
94. Agreement with **Florida Westcoast Public Broadcasting, Inc. (WEDU)** to co-sponsor the marketing efforts for various Institute for Strategic Policy Solutions events during the 2016-17 fiscal year at a cost to the College of \$3,000. The Agreement will commence July 1, 2016 and continue through June 30, 2017. This item was approved by Mark Strickland on May 18, 2016. Department—Institute for Strategic Policy Solutions

95. Agreement with **Gray Miller Persh, LLP** to provide legal services to the College related to Educational Broadband Service and other FCC and related business matters. The Agreement will commence July 1, 2016 and continue through June 30, 2017. The anticipated cost to the College for this Agreement will be \$500. This item was approved by Doug Duncan on May 27, 2016. Department—General Counsel’s Office
96. Agreement with the **Helen Gordon Davis Centre for Women** to continue to provide for the use of space on the Clearwater Campus. The Agreement provides the use of Room 121 in the SS Building, access to common areas and the parking lot. The College also provides all utilities, trash collection and custodial services, a computer, telephone access, desk, chair, file cabinet, and technology support. The Agreement will commence July 1, 2016 and continue for the period of one year. This item was approved by Tonjua Williams on April 18, 2016. Department—Retention Services
97. Amendment to the Agreement with **Higher One, Inc.** which was previously approved for Higher One to continue to provide automated student refund disbursement services through June 30, 2018 at a cost of \$63,669.38 per year. **There is no added cost to the College associated with this Amendment.** This modification reflects a change whereby Higher One will issue debit cards to students which can be used at the College ATMs as well as any other ATM locations. All other terms and conditions will remain as previously advised. This item was approved by Doug Duncan on May 23, 2016. Department—Business Services
98. Agreement with **Laurie L. Hill** to provide professional consulting services including marketing, sales and business development for the College’s Collaborative Labs. The Agreement will commence July 12, 2016 and continue through December 12, 2016. The College will pay the consultant \$6,000 over the period of the Agreement. Additionally, the consultant will be paid a commission of 10% based on the Gross Contract Price for any business for which the engagement occurs pursuant to the terms of the Agreement. The consultant will also be reimbursed for any travel expenses approved by the College in advance and which are subject to the College’s travel rules and procedures and Section 112.061, Florida Statutes. Based on the foregoing, the anticipated total costs for this Agreement will be \$9,000. This item was approved by Anne Cooper on June 13, 2016. Department—Collaborative Labs
99. Agreement with **Hilton St. Petersburg Bayfront Hotel** to reserve a block of rooms and meeting space for the College’s *Moving the Needle 2015* Conference to be held November 7-11, 2016. The cost for the rooms will be paid by attendees and the costs for food will be paid under a separate Agreement. Although there is no cost associated with this Agreement, should the College need to cancel this event, the costs for cancellation, to cover rooms, food and other services may be up to \$60,000. This item was approved by Anne Cooper on June 27, 2016. Department—Institutional Research & Effectiveness
100. Agreement with **Innisbrook – A Salamander Golf and Spa Resort** to provide lodging for the collegewide Student Government Association Summer Training event to be held at Innisbrook June 2-3, 2016. The cost to the College for this Agreement will be \$3,095.

This item was approved by Tonjua Williams on April 27, 2016 and approved as revised on May 1, 2016. Department—Student Life & Leadership

101. Agreement with **Innisbrook – A Salamander Golf and Spa Resort** to provide group recreation for the collegewide Student Government Association Summer Training event to be held at Innisbrook June 2-3, 2016. The cost to the College for this Agreement will be \$713.80. This item was approved by Tonjua Williams on May 25, 2016. Department—Student Life & Leadership
102. Agreement with **Kiwanis Club of Seminole Florida, Inc.** to allow the use of the pavilion and field behind the UP Building at the Seminole Campus from 7:00 a.m. – 6:00 p.m. for the hosting of the Creative Arts Festival on May 14, 2016. There is no cost to the College. This item was approved by Mark Strickland on April 28, 2016. Department—Provost, Seminole Campus
103. Agreement with **Level 3 Communications, LLC** to move the existing fiber optic communications cabling from buildings on the St. Petersburg/Gibbs Campus that are being demolished to other buildings on campus. The cost to the College for this Agreement will be \$1,000. The Agreement will commence as soon as possible and continue through service completion. This item was approved by Doug Duncan on June 9, 2016. Department—Information Systems Networks
104. Agreement with **Level 3 Communications, LLC** to move the existing fiber optic communications cabling from buildings on the Clearwater Campus that are being demolished to other buildings on campus. The cost to the College for this Agreement will be \$1,000. The Agreement will commence as soon as possible and continue through service completion. This item was approved by Doug Duncan on June 13, 2016. Department—Information Systems Networks
105. Agreement with **Lexi-Comp, Inc. d/b/a Lexicomp** to provide a Software License for use of its Lexicomp Online for Dentistry application. The renewal Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$1,875. This item was approved by Anne Cooper on April 6, 2016. Department—District Library
106. Agreement with **The Looper Group, Inc.** for a partnership to promote St. Petersburg College's Downtown Center in St. Petersburg. The Looper Group operates a shuttle service and agrees to make a stop at the DT Campus, provide a narrative at the stop and include rack space on its vehicles for College brochures. The College will provide its logo, a narrative script for drivers, and brochures/rack cards for vehicles. The Agreement will commence July 1, 2016 and will continue for the period of one year. The cost to the College for this period will be \$1,800. This item was approved by Tonjua Williams on May 13, 2016. Department—Provost Office, DT
107. Agreement with **The Mallard Group, Inc.** to provide professional services for the Institute for Strategic Policy Solutions including consultation, invitation design, data collection/management, emailing services and other professional services related to

marketing and advertising. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$7,000. This item was approved by Anne Cooper on June 3, 2016. Department—Institute for Strategic Policy Solutions

108. Agreement with **Mergent, Inc.** to continue the subscription to its Intellect database that will allow students in the Business Program to access private and public U.S. and International business data, industry news, facts and figures, and industry profiles. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$2,879. This item was approved by Anne Cooper on June 27, 2016. Department—District Library
109. Agreement with **Optimal Resume.com, Inc.** to provide for the implementation of the single sign on functionality in MyCourses for faculty, staff and students signing onto the Optimal Resume services area. The Agreement will commence as soon as possible and continue through project completion (estimated to be approximately 15 days from project commencement). The cost to the College for this Agreement will be \$4,700. This item was approved by Anne Cooper on May 20, 2016. Department—Career Pathways
110. Agreement with **Ovid Technologies, Inc.** to renew the subscription to Nursing@Ovid eBooks to support the Nursing Program. The Agreement will commence as soon as possible and continue through June 30, 2017. The cost to the College for this period will be \$7,581. This item was approved by Anne Cooper on April 6, 2016. Department—District Library
111. Agreement with **Ovid Technologies, Inc.** to renew the subscription to the CAB Animal & Vet Science e-Book Collection. The Agreement will commence as soon as possible and continue through June 30, 2017. The cost to the College for this period will be \$2,634. This item was approved by Anne Cooper on April 18, 2016. Department—District Library
112. Agreement with **Ovid Technologies, Inc.** to renew the subscription to Dentistry e-Book Collection as delineated in the Agreement. The Agreement will commence as soon as possible and continue through June 30, 2017. The cost to the College for this period will be \$3,497. This item was approved by Anne Cooper on April 18, 2016. Department—District Library
113. Agreement with **Ovid Technologies, Inc.** to renew the subscription to the Visible Body Anatomy & Physiology Collection as delineated in the Agreement. The Agreement will commence as soon as possible and continue through December 31, 2016. The cost to the College for this period will be \$2,352. This item was approved by Anne Cooper on April 18, 2016. Department—District Library
114. Agreement with **Ovid Technologies, Inc.** to provide site licenses associated with the purchase of new editions of 9 e-Books to support the Nursing Program. The cost to the College for this Agreement will be \$1,670. This Agreement will commence as soon as possible and the licenses are ongoing. This item was approved by Anne Cooper on April 29, 2016. Department—District Library

115. Agreement with **Ovid Technologies, Inc.** for the purchase of site licenses for e-Journal archives to support Nursing programs at the College. The Agreement will commence as soon as possible and be ongoing. The cost to the College for this Agreement will be \$4,988. This item was approved by Anne Cooper on May 18, 2016. Department—District Library
116. Agreement with **Ovid Technologies, Inc.** for a license to access Simulation in Healthcare. The Agreement will commence as soon as possible and will continue for the period of one year. The cost to the College for this Agreement will be \$1,142. This item was approved by Anne Cooper on June 1, 2016. Department—District Library
117. Agreement with **Pandora** to provide radio spots to run on Pandora during June 2016. The cost to the College for this Agreement will be \$9,176. This item was approved by Anne Cooper on May 26, 2016. Department—Marketing & Strategic Communications
118. Agreement with **Primal Pictures, Ltd.** for continued access to Anatomy.TV to support the Physical Therapy Assistant, Dental, Chiropractic, and Anatomy & Physiology classes. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$9,800. This item was approved by Anne Cooper on May 25, 2016. Department—District Library
119. Agreement to form the **Pulse BI (Business Intelligence) Consortium** between 8 Colleges within the Florida College System (St. Petersburg College [Lead Institution]; St. Johns River State College; Hillsborough Community College; Lake-Sumter State College; Eastern Florida State College; College of Central Florida; State College of Florida, Manatee-Sarasota; and Palm Beach State College) to form the Pulse BI (Business Intelligence) Consortium to collaborate and facilitate the development and enhancement of a business intelligence system to capture and share institutional data and analytics, and to leverage such technology and management systems in furtherance of student academic success and academic progression at their respective institutions. The Agreement will commence as soon as possible and will continue for the period of one year. There is no cost to the College. This item was approved by Anne Cooper on June 16, 2016. Department—Institutional Research
120. Agreement with **QM Quality Matters, Inc. a/k/a Maryland Online, Inc.** to continue the annual consortium subscription to Maryland colleges and universities. The subscription provides SPC with access to certain benefits of the Higher Education Quality Matters program including rubrics, training, license, peer reviews and user group participation. The Agreement will commence July 1, 2016 and continue through June 30, 2017 at a cost to the College of \$2,475. This item was approved by Anne Cooper on April 12, 2016. Department—Online Learning & Services
121. Agreement with **Rittenhouse Book Distributors, Inc.** to continue the subscription to R2 Digital Library. The renewal Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement will be \$400. This item was approved by Anne Cooper on April 6, 2016. Department—District Library

122. Agreement with **RMP Law Office of R. Michael Pierro, Jr.** to provide legal services to the College as needed in the area of employment law. The hourly rate to be charged will be \$225 and the cost to the College is estimated to be approximately \$10,000. The Agreement will commence July 1, 2016 and continue through June 30, 2017. This item was approved by Doug Duncan on May 27, 2016. Department—General Counsel’s Office
123. Agreement with **Mr. Minson Rubin** to loan to the College his Collection of artwork, photography, and historical memorabilia depicting the rich African American history of Midtown, St. Petersburg, for the duration of lifetime, with full ownership thereafter transferring to the College. The College will maintain and protect the Collection using all due care, and insure it upon transfer. In consideration of the loan and gift transfer, the College will pay Mr. Rubin \$500.00 each month during his lifetime. This item was approved by the President on June 1, 2016. Department—President’s Office
124. Amendment to the Agreement with **Salesforce.com** to further outline the terms and conditions of the Marketing Cloud Professional Services to be delivered as part of the Statement of Work. There is no additional cost and the Amendment will continue through April 7, 2017. This item was approved by Tonjua Williams on May 2, 2016. Department—Marketing & Strategic Communications
125. Agreement with **SESAC, Inc.** to continue the Music Licensing Performance Agreement for an additional year through June 30, 2017. The cost to the College to continue this Agreement for this period is estimated to be approximately \$3,000. This item was approved by Doug Duncan on June 9, 2016. Department—Business Services
126. Agreement with **Sheraton Sand Key Resort** to provide hotel rooms, meeting space and audio visual services associated with the College’s BJA Executive Session June 2016 event to be held June 19-22, 2016. The event includes current and former law enforcement executives, educational institutions, consultants and criminal justice practitioners to strategize on the next phase of the BJA-funded Executive Session on Police Leadership award. The cost to the College for this Agreement is anticipated to be approximately \$5,000. This item was approved by Anne Cooper on April 6, 2016. Department—Center for Public Safety Innovation
127. Agreement with **SimplexGrinnell** to provide burglary alarm monitoring services at the College’s Indoor Firing Range at the Allstate Center. The cost to the College for the foregoing will be a total of \$320. The Agreement will commence on July 1, 2016 and continue through June 30, 2017. This item was approved by Doug Duncan on April 26, 2016. Department—Facilities In-House Construction
128. Agreement with **SimplexGrinnell** to provide fire alarm and system monitoring services at various sites college-wide. The cost to the College for the foregoing will be a total of \$8,970. The Agreement will commence on July 1, 2016 and continue through June 30, 2017. This item was approved by Doug Duncan on April 26, 2016. Department—Facilities In-House Construction



129. Agreement with **Siteimprove, Inc.** to continue to provide access to its service that provides the College with data on quality assurance, accessibility, web analytics, search engine optimization and response. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$6,600. This item was approved by Doug Duncan on April 26, 2016. Department—Marketing & Strategic Communications
130. Agreement with **Stanly Community College (SCC)** to continue the affiliation whereby SCC provides essential operational support to the Academy at SPC, which provides Cisco training through the College of Computer & Information Technology. SCC will provide unlimited support via email, telephone and web format. SCC will also provide Netlab access for Academy instructors for their professional development and certification study and provide other professional development opportunities for Academy instructors. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College will be \$600. This item was approved by Anne Cooper on April 18, 2016. Department—College of Computer & Information Technology
131. Agreement with **Stoneware, Inc.** for the purchase of the LanSchool Education Library classroom management software and Non-Profit Upgrade for use at the Downtown and Midtown campuses. The software is licensed for every student device and includes teacher devices at no charge. The Agreement also includes the LanSchool Tech Console. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period will be \$1,170. This item was approved by Anne Cooper on June 3, 2016. Department—Provost, Downtown/Midtown
132. Agreement with **Tagboard, Inc.** to provide access to proprietary social media hashtag aggregation technologies including moderation, curation, and display tools and applications for the College’s website, landing pages, and social media projects. The cost to the College for this Agreement will be \$900. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Anne Cooper on June 23, 2016. Department—Marketing & Strategic Communications
133. Agreement with **Talx Corporation**, a provider of Equifax Workforce Solutions, to provide employment and income verification information to employers and social services agencies making inquiries regarding SPC employees. Talx will provide its services in compliance with laws and regulations and treat all data provided to them as confidential. The agreement will commence as soon as possible and continue for a period of five years. Thereafter, the Agreement will continue for two-year terms unless terminated by either party. Although the actual costs to the College associated with this Agreement are unknown, it is estimated that costs may be approximately \$80 per year. This item was approved by Doug Duncan on June 9, 2016. Department—Human Resources
134. Agreement with **Times Publishing d/b/a Tampa Bay Times** to co-sponsor various Institute for Strategic Policy Solutions events during the 2016-17 Fiscal Year at a cost to the College of \$5,000. The Agreement will commence July 1, 2016 and continue through June 3, 2017. This item was approved by Mark Strickland on May 16, 2016. Department—Institute for Strategic Policy Solutions

135. Agreement with **University of South Florida** for approximately 35 students in the Summer of Success Program, Clearwater Campus, to participate in USF's Riverfront Park Ropes Course on June 17, 2016. The experience is designed to build leadership skills, increase self-confidence, promote critical thinking, and develop and enhance communication skills and teamwork. The cost to the College for this Agreement will be \$1,050. This item was approved by Tonjua Williams on April 26, 2016. Department—Student Support Services
136. Agreement with **University of South Florida** for approximately 35 students in the Summer of Success Program, St. Petersburg/Gibbs Campus, to participate in USF's Riverfront Park Ropes Course on June 24, 2016. The experience is designed to build leadership skills, increase self-confidence, promote critical thinking, and develop and enhance communication skills and teamwork. The cost to the College for this Agreement will be \$1,050. This item was approved by Tonjua Williams on June 21, 2016. Department—Student Government Association – SP/G
137. Agreement with **Yacht Starship Dining Cruises, LLC** to provide a twilight vista cruise and buffet for the Global Corporate College, China exchange program which will include approximately 70 guests. The event will be held on May 22, 2016 at an estimated cost to the College of \$5,666.50. The cost will increase by an amount of \$66 per guest if there are more than 70 guests. This item was approved by Anne Cooper on May 17, 2016. Department—Workforce and Professional Development

Pamela S. Smith, Legal Services Coordinator, prepared this Quarterly Informational Report on contract items not exceeding \$325,000.


Suzanne Gardner, General Counsel, recommends approval.

ps0801161

August 16, 2016

**MEMORANDUM**

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

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

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

This informational report includes purchases above Category 2 (currently \$35,000.) but not exceeding Category 5 (\$325,000.) as specified in Board of Trustee's Rule 6Hx23-5.12. These transactions during the preceding quarter have been approved by the President's designee and may be exempt from the bidding procedure pursuant to the State Board of Education Procurement Requirements 6A-14.0734.

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

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

**The listing is by Purchase Order Number:**

- 1. P.O. #98107– Hartman Integration Inc.** – This is in the amount of **\$40,621.27** For equipment and installation. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: "Information technology ..." **Recommended** by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 2. P.O. #98670– C8G Tactical Consulting Inc.** – This is in the amount of **\$81,100.00** To produce content and provide SME for curriculum training. **This is grant funded.** **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: "Professional services..." **Recommended** by Scott Fronrath, Provost, AC, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 3. P.O. #99042– Beasley Media Group Inc.** – This is in the amount of **\$44,767.50** For radio spots to run on Wild-FM from July 2016 to July 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: "Services or commodities..." **Recommended** by Diana

Sabino, Executive Director of Marketing and Strategic Communications, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

4. **P.O. #99207– Federal Express** – This is in the amount of **\$40,000.00** For express mail service from July 2016 to June 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Contract pricing ...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.
5. **P.O. #99245– Gem Supply Company Inc.** – This is in the amount of **\$63,206.00** For custodial products college-wide from July 2016 to June 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Per Bid SPC #007-12-13 award Recommended by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.
6. **P.O. #99254– Ratcliffe, Jeremy Hayward** – This is in the amount of **\$78,000.00** For SME to deliver six iterations of intelligence lead policing to be held June 27, 2016 through December 31, 2016. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services...” **Recommended** by Scott Fronrath, Provost, AC, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
7. **P.O. #99269– Tri-Us Janitorial Supply** – This is in the amount of **\$58,000.00** For paper custodial supplies college-wide from July 2016 to June 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Per ITB 01-14-15 award Recommended by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.
8. **P.O. #99285– Iheartmedia Inc.** – This is in the amount of **\$43,860.00** For radio spots to run on WFLZ-FM from July 2016 to July 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities...” **Recommended** by Diana Sabino, Executive Director of Marketing and Strategic Communications, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
9. **P.O. #99286– Iheartmedia Inc.** – This is in the amount of **\$39,933.00** For radio spots to run on WFUS-FM from July 2016 to July 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption F: “Services or commodities...” **Recommended** by Diana Sabino, Executive Director of Marketing and Strategic Communications, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
10. **P.O. #99288– Stanley Convergent Security Solutions** – This is in the amount of **\$47,261.28** For installation, maintenance and monitoring of burglar alarms college-wide from July 2016 to June 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption I: “Single source ...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.

- 11. P.O. #99329– Daikin Applied** – This is in the amount of **\$40,738.00** For annual inspections of 32 chillers college-wide. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption D: “Contract pricing ...” **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.
- 12. P.O. #99350 –NALCO** – This is in the amount of **\$87,529.44** For water treatment college-wide for the period of 7/1/16 – 6/30/17. **Authority:** SBE & BOT Rule 6Hx23-5.12, Pinellas County School Board Bid # 12-962-100 Award Recommended by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.
- 13. P.O. #99351 – Proquest LLC** – This is in the amount of **\$74,000.00** for the period of 7/1/2016-6/30/2017 for books for the 2-year program. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption C: “Library books ...” **Recommended** by Anne Cooper, Senior Vice President of Instruction and Academic Programs, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 14. P.O. #99364 – City of Seminole** – This is in the amount of **\$60,005.01** for the period of 7/1/2016-6/30/2017 for staffing for the city of Seminole library. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by Anne Cooper, Senior Vice President of Instruction and Academic Programs, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 15. P.O. #99458 – Josephson, Dwayne Scott:** This is in the amount of **\$40,000.00** for instructional services and consulting for both public and corporate contract classes for July 2016 through June 2017. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services...” **Recommended** by James Connolly, Corporate Training Director, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 16. P.O. #99484 – Barnes and Noble College Booksellers LLC** – This is in the amount of **\$145,000.00** for SPCHS student’s books and supplies for the period of 7/1/2016-6/30/2017. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: “Educational tests...” **Recommended** by Catherine Kennedy, Associate Vice President, Academic Affairs and Partnerships, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 17. P.O. #99533 – Prolifics Application Services Inc.** – This is in the amount of **\$88,464.00** for consultant to assist and support as application lead for new project development in PeopleSoft from 7/1/2016-12/31/2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption H: “Information technology ...” **Recommended** by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology, and

approved by Doug Duncan, Senior Vice President of Administrative/Business Services and Information Technology.

- 18. P.O. #99602 – Banquet Masters** – This is in the amount of **\$38,000.00** for SPCHS students free/reduced lunches for the period of 7/1/2016-6/30/2017. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption E: “Food...” **Recommended** by Catherine Kennedy, Associate Vice President, Academic Affairs and Partnerships, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

**Change Orders listed in numeric order:**

- 1. P.O. #95078A.3 – Proquest LLC** – This change order is in the amount of **\$4,000.00** increase (new total is \$67,760.41). To purchase books for the 2-year program as needed for the period of 7/1/2015-6/30/2016. **Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption C: “Library books ...” **Recommended** by Joseph Leopold, Director of Learning Resources, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 2. P.O. #96253.1 – Skyline Elevator Inc.:** This change order is in the amount of **\$450.00** increase (new total is \$40,170.00). For addition of 2 hydraulic elevators at MTJC to perform service and maintenance. **Authority:** SBE & BOT Rule 6Hx23-5.12, ITB SPC 08-12-13 award **Recommended** by Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, and approved by Brian Miles, Vice President Business Services and Information Technology.
- 3. P.O. #96869.2 – NCS Pearson Inc.** – This change order is in the amount of **\$18,000.00** increase (new total is \$43,000.00). To purchase anticipated industry certifications test exam vouchers or site licenses for the period of 9/17/15-6/30/16. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption B: “Educational tests ...” **Recommended** by Jason Krupp, Director of Workforce Services, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.
- 4. P.O. #98649.1 – Santiago, Ernesto Fernandez** – This change order is in the amount of **\$52,000.00** increase (new total is \$74,400.00). For SME to deliver basic and advanced community policing courses in El Salvador. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, Exemption G: “Professional services ...” **Recommended** by Scott Fronrath, Provost, AC, and approved by Anne Cooper, Senior Vice President of Instruction and Academic Programs.

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

**P.O. #99285– Iheartmedia Inc. - \$43,860.00**

**P.O. #99286– Iheartmedia Inc. - \$39,933.00**

**Total: \$83,793.00**

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

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

**The following are exceptions to competitive solicitations:**

- A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.
- B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.
- C. Library books, reference books, periodicals, and other library materials and supplies.
- D. Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or non-profit buying cooperatives.
- E. Food.
- F. Services or commodities available only from a single or sole source.
- G. Professional services, including, but not limited to artistic services, instructional services, health services, environmental matters, attorneys, legal services, auditors, and management consultants, architects, engineers, and land surveyors. Services of architects, engineers, and land surveyors shall be selected and negotiated according to Section 287.055, Florida Statutes. For the purposes of this paragraph, “professional services” shall include services in connection with environmental

matters, including, but not limited to the removal of asbestos, biological waste, and other hazardous material.

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

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

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

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

This Quarterly Informational Report was compiled by Joe C. Smith, Director of Procurement, Asset Management and Auxiliary Services.