

MINUTES OF THE FEBRUARY 21, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College met on Tuesday, February 21, 2023 at the St. Petersburg Tarpon Springs Campus, FA 132, 600 Klosterman Rd, Tarpon Springs, Florida. The following Board members were present: Chair Thomas Kidwell, Vice Chair Jason Butts, Katie Cole and Deveron Gibbons (via zoom), and Nathan Stonecipher. Also present was Tonjua Williams, President of St. Petersburg College and Secretary to the Board of Trustees. 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, February 21, 2023 at the St. Petersburg Tarpon Springs Campus, FA 132, 600 Klosterman Rd, Tarpon Springs, 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, 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

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).

23-011. In accordance with the Administrative Procedure Act, the following Agenda was prepared:

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES February 21, 2023

SPC TARPON SPRINGS CAMPUS (FA 132)
600 E KLOSTERMAN RD
TARPON SPRINGS, FL
SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS

- A. Presentation of Retirement Resolutions
 - 1. Bonnie Jefferis (*Attending*)
 - 2. Deborah Eldridge (*Attending*)
- B. SPC Spotlights

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 January 24, 2023 (*Action*)
- Board of Trustees' Workshop of January 24, 2023 (*Action*)
- Board of Trustees' Meeting of November 15, 2023 (*Action*)

V. MONTHLY REPORTS

- A. General Counsel

VI. STRATEGIC FOCUS

- A. STRATEGIC PRIORITIES
 - 1. St. Petersburg Gibbs Wellness Center Property (*Presentation*)
- B. STUDENT SUCCESS AND ACADEMIC ACHIEVEMENT
 - 1. SPG Wellness Center Property (*Presentation*)

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2. Fall/Winter 2023 Overview and Spring 2023 Student Profile – Dr. Matthew Liao-Troth, Vice President Academic Affairs (*Presentation*)
3. Raising the Bar in Recruitment – Dr. Kellie Ziemak, Executive Director, of Student Affairs and Enrollment Management (*Presentation*)

VII. CONSENT AGENDA

- A. OLD BUSINESS (items previously considered but not finalized) - None
- B. NEW BUSINESS
 1. ADMINISTRATIVE MATTERS
 - a. Human Resources
 - i. Personnel Report (*Action*)
 2. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. U.S. Department of Labor – H-1B Nursing Expansion (*Action*)
 - b. City of Clearwater – American Rescue Plan Act Education Grant (*Action*)
 - c. Nuts, Bolts & Thingamajigs – Manufacturing Summer Camp (*Action*)
 3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION AND CONSTRUCTION
 - a. Sale of Health Education Center (*Action*)
 - b. Reversion of Veterinary Technology Center (*Action*)
 - c. Sale of Allstate Center, Parcel 1 & 4 (*Action*)
 - d. Request for Information to advertise for Real Estate Brokerage Services
for Allstate and Health Education Center (*Action*)
 - e. Approval of Request for Qualification Ranking for Construction Management Services Between \$4M and \$8M for Deferred Maintenance Projects (*Action*)
 - f. Universal Engineering Sciences, Inc. - Contract award to third-party Building Code Official (*Action*)
 4. OTHER
 - a. Pinellas Suncoast Transit Authority (PSTA)—Continuation of the Unlimited Access Program (*Action*)
 - b. Use of College Facilities by the Direct Support Organizations
 - c. InterCultural Advocacy Institute—Lease of Office Space at the Tarpon Springs Campus (*Action*)
 - d. Ayacorp LLC – Lease Agreement (*Action*)
 - e. Danafack LLC – Lease Agreement (*Action*)
 - f. Janacorp LLC – Lease Agreement (*Action*)
 - g. Nourfack LLC – Lease Agreement (*Action*)

VIII. INFORMATIONAL REPORTS

A. Direct Support Organization

1. Institute for Strategic Policy and Solutions (*Information*)
2. St. Petersburg College Foundation (*Information*)

B. Palladium at St Petersburg College (*Information*)

C. Leepa-Rattner Museum of Art (*Information*)

D. Fiscal Year 2022-2023 College General Operating Budget Report with Tuition Revenue (*Information*)

E. Quarterly Informational Report of Contract Items (*Information*)

IX. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing – None

X. PRESIDENT’S REPORT

XI. NEXT MEETING DATE AND SITE

March 21, 2023, EpiCenter, 1-453

XII. ADJOURNMENT

ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING TO IMMEDIATELY FOLLOW – Presenter: Ms. Catherine Kennedy (see separate agenda)

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting February 21, 2023 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: February 10, 2023

23-012. Under Item I, Call to Order

The meeting was convened by Chair Kidwell at 9:00 a.m. The invocation was given by Trustee Cole and was immediately followed by the Pledge of Allegiance.

23-013. Under Item II – Recognitions

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A. Presentation of Retirement Resolutions

1. Bonnie Jefferis (*Attending*)
2. Deborah Eldridge (*Attending*)

Chair Kidwell recommended adoption of retirement resolution for Dr. Bonnie Jefferis and Deborah Eldridge who received their resolutions as presented by President Williams.

B. SPC Spotlights

Dr. Williams provided the following spotlights about SPC:

- Ranked among best online programs in 2023 by U.S. News & World Report
- Ranked high in Tampa Bay region for best online bachelor's, best bachelor's for veterans, and best online bachelor's in business programs
- One of 10 selected among more than 100 colleges as part of Aspen Institute in partnership with College Research Center for Teaching with Columbia University to work on post-completion outcomes
- Celebrated with Richard Warshof, Foundation board member, who donated a gift in support of SPC Titan Fund, renamed family conference center room after him
- Named Leader College of Distinction by Achieving the Dream, a national organization dedicated to advancing community colleges as hubs of equity and mobility
- Several employees received NISOD Excellence Award (National Institution for Staff and Organizational Development), which recognizes people doing extraordinary things on campuses
- Two faculty received Fulbright awards
- Dean Joseph Smiley named Distinguished Administrator by Phi Theta Kappa
- Congratulations to all who have done a lot of good work

23-014. Under Item III, Comments

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

A. Board chair

Chair Kidwell recognized Mr. Stonecipher for his 7th place overall finish in Titan Trot.

B. Board members

Mr. Stonecipher reminded people about the Donors & Scholars luncheon on March 28th at Hilton at Carillon. Richard Warshof has done so much for the institution and is helping to lead the 100-year capital campaign. Recognized Steve Shephard, a great supporter in his role on the Foundation. He thanked faculty for organizing Titan Trot.

Mr. Gibbons gave accolades to the Foundation.

C. President

None.

D. Public comments

Deborah Eldridge thanked SPC for all it does and appreciated her journey. She shared how her unused sick leave was an issue with HR, stating that SPC's HR department is "a mess," and she has not had a nice retirement experience. She asked that the issue be addressed since it has been systemic through the years, along with additional issues with retirement benefits that need to be addressed and changed to ensure employees' rights are being met.

President Williams said audits are being performed and will keep the board posted.

23-015. Under Item IV, Review and Approval of Minutes

The minutes of the November 15, 2022 Meeting and January 24, 2023 Special Meeting and Workshop 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.

23-016. Under Item V, Monthly Reports

None.

23-017. Under Item VI – A, Strategic Focus and Planning

Under Strategic Focus

A. STRATEGIC PRIORITIES

1. St. Petersburg Gibbs Wellness Center Property (*Presentation*)

Amy Foster, City Community and Neighborhood Affairs Administrator, James Corbett, City Development Administration, and Aaron Fish, Real Estate presented about 7045 Burlington Ave. North:

- Current zoning is neighborhood traditional, support is there for multi-family
- Max offer: \$4.2 million
- 105 townhome units proposed, at or below 120% area median income (\$69,000 for a single person), 20 townhomes reserved for SPC employees first right of refusal
- May also serve as city employee housing
- Review of affordable lot disposition program
- Down payment assistance available
- Seek to partner with a third party as developer
- Habitat for Humanity concept

Mr. Gibbons asked what would preclude us from partnering with someone else and getting the same type of density and bonuses and intermodal bonuses related to the site.

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Mr. Corbett shared there is nothing that would preclude the college from doing so. He added they would need to make application in conjunction with the developer for a zoning change; they have extensive experience doing this type of work.

Mr. Gibbons shared that it sounds like they are just flipping the property from the college and then having someone else be the development team. He asked if the college would be able to get the same terms the city would give habitat or anybody else on that site.

Ms. Foster replied that the intent is not to flip the property. She shared this would be city owned housing but they work with another team to that. If SPC was not interested in selling the property, they would work with SPC like any developer to meet the needs of the goals of the project.

Mr. Gibbons asked if we would need to go through a process just like everyone else. He asked if they already worked out the terms with their development teams in terms of habitat and that it can't be city-owned property if they are saying they are going to sell the townhomes. It would be individually owned.

Mr. Corbett replied that if they were to acquire the property, they would need to do an RFP to partner with a developer to build affordable townhomes, which would require a zoning change. As a city, they would do that, which anyone else can do. The College can go through the same process. The City typically suppresses the price. No profit would be made. It would be a contribution to the development. This is not a market value project. Units will be sold at less than what the market would bear traditionally.

Mr. Gibbons asked if SPC students would get first priority to buy, acquire or grant.

Ms. Foster underscored that a developer has not been chosen for the project. As stated, the city would do an RFP to find a partner. Habitat was an example of work previously done to show that we are qualified to do this work. This is a starting place for a proposal. All points would be negotiated as a business deal between the City of St. Pete and SPC. Home ownership is an important priority for the Mayor and this administration and seems acceptable for the community.

Mr. Corbett reiterated that the City would be open to setting aside units for SPC students and faculty.

Mr. Gibbons shared that the median age for our students is 26. He asked if they could share

Mr. Corbett replied that they have partnered on thousands of units throughout the city for affordable housing, not particularly townhome projects, but several with developers for affordable housing.

Mr. Gibbons asked if they have done any projects that's out of the ground.

Mr. Corbett said correct, the City is currently building the townhomes on 22nd Avenue, but the City's intent is not to build these but partner with a developer to do the construction.

Ms. Cole responded that she thinks this is a good opportunity for the College, which is not a real estate developer. A pillar of the vision is for economic mobility and home ownership is a key to that. She applauded the City for going outside the box with affordable housing. She suggested SPC negotiate an opportunity for students and staff and faculty to have first right of opportunity. Habitat has a very fixed program and she hopes SPC already partners with them. If not Habitat, it may take a bit more work. Benefits: immediate cash to the College in disposing of the real estate. Other offers may be more money but more speculative. Partnering with the City gives an opportunity to keep the workforce local, and staff and employees the opportunity to stay in the community. Whether it's with the City or someone else, this property is the right type of project to work on and partnering with the City is a nice way to move forward to meet those goals.

Mr. Gibbons stated that he would like to have an opportunity review again. He mentioned that this is something the college can do on their own and that there are plenty of affordable housing developers that are willing to work with the college. He does want to dispose of the property but wants to ensure the community is okay with what is going on that site. He would like for the college to have the opportunity to have a conversation with the neighborhood association to ensure we are not creating a problem. He is okay with the disposition and eventually probably be okay with partnering with the city, but think there are some due diligence they should do. He added they have a fiduciary responsibility to make sure they are not impacting the neighborhood in a negative manner.

Chair Kidwell stated there would be no vote today and thanked Mr. Gibbons for his comments.

Mr. Stonecipher asked about the timeline if SPC moved forward with the City.

Mr. Corbett said at least a year and a half. From the City's perspective, the goal is to create affordable housing opportunities, whether the City did it or someone else. The City would support SPC. Also, he noted there are multiple points to engage the community. Zoning changes requires various community input with stakeholder sessions, as well as the development itself. There is often a not in my back yard reaction when they hear affordable projects, but homeownership is typically received better by adjacent communities.

Dr. Williams noted that later in the program there would be a vote to dispose of the property. The City is seeking partnership and another entity declined to participate in this property.

2. Fall/Winter 2023 Overview and Spring 2023 Student Profile – Dr. Matthew Liao-Troth, Vice President Academic Affairs (*Presentation*)

Dr. Liao Troth presented the following about student successes in fall and winter and profile of spring semester students:

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- Fall 2022: Closing the gap for all students, African-American and Hispanic males included; live online (hybrid Zoom approach) gap has expanded
- Gateway courses doing well/not well and how the courses are delivered
- 2,132 students graduated fall semester; 10% down from the previous fall due to lower enrollment
- Student persistence through semesters dropped during the pandemic, but is making gains again
- Full-time students persist at higher than 90%, along with UF, Harvard, USF
- Part-time students persist closer to 70%; reviewing how to help them be more successful among their other obligations
- Winter term: High amount of withdrawals
- Common start times for 50 most popular courses last year has been successful
- Right classes, right time, right modality
- Project OneGoal with tutors in class
- More than 50 faculty completed AQ certification (similar to post-doctorate certificate)
- More students withdraw than fail courses; reviewing data for enhancements
- Student academic support, coordination with student services
- Spring: Increased minority students
- Spring: Budget prediction close to 100%

Mr. Butts indicated how impressed he is with the progress. He asked if, with ENC1101 and similar courses so important to student success, there anything in place to place the students in face-to-face learning; can they opt in to online.

Dr. Liao Troth replied that they are strongly encouraged to be face-to-face if possible. Initial assessments are also encouraged.

Dr. Williams noted that over the last two semesters, there has been increased on-campus offerings since a large portion of student success happens there, and that common course hours is helping.

Dr. Liao Troth noted that -- pre-pandemic -- face-to-face and online offerings were even at 50% each. During the pandemic, it dropped to 15% face-to-face; now back to 40%. Goal is to get back to 50%.

Mr. Gibbons provided background about several years ago a change about core classes and students no longer allowed to take remediation courses. Prior to that law, SPC had devised a program to allow remediation. Approximately 80% of students were passing the gateway courses.

Chair Kidwell noted that the tone and demeanor have improved over time and the numbers are getting better. SPC fought through that pretty well for steadily climbing outcomes. He commended the faculty, staff, and students.

Ms. Cole asked about online classes, live online vs. traditional online: Live appeared more successful initially and how that has played out.

Dr. Liao Troth replied that SPC is teasing that out.

Mr. Stonecipher asked about how often SPC hears from students who have withdrawn after reaching out to determine why and if the reason for withdrawal has changed over time.

Dr. Liao Troth replied it's been a fairly steady response, but he isn't aware of the actual number at the moment.

Dr. Williams indicated there have been conversations about getting to the students before they withdraw. Faculty created a program that allows them to reach out to students about their progress. There are policies being considered.

Mr. Stonecipher asked if the 7.1% increase in full-time enrollment is getting SPC back to what was normal.

Dr. Liao Troth replied that overall enrollment is still lower than pre-pandemic, but the proportion of full-time students is higher than before the pandemic. As a result of what SPC is doing and the economy.

3. Raising the Bar in Recruitment – Dr. Kellie Ziemak, Executive Director, of Student Affairs and Enrollment Management (*Presentation*)

Dr. Ziemak provided the below updates:

- Four focus areas: Enrollment Management, Titan Care Centers, Excellence in Academic Advising, and Career Development Services
- “One student, one interaction at a time”
- Review of the five goals and focus areas
- Student ambassador program
- Personalized onboarding experience: Gained three enrollment specialist positions, established appointment system, Titan live webinar series (three per month)
- High school recruitment: Year-round (+8% in applications, 75% PCS high school seniors completed an SPC application)
- Non-traditional student recruitment achievements
- Low-income zip code initiatives
- Thank you to SPC Foundation \$150,000; shared how that was applied
- Outcomes and measurements from 2022
- 2023 goal tracking dashboard
- 2023 goals: Reporting measures with a recruitment dashboard
- Student impact statements from surveys

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Dr. Williams expressed how important it is for the board to know what goes into these initiatives. She thanked the team for building a great relationship with Pinellas County Schools and indicated her pride in the work that has been done.

Ms. Cole stressed that she hopes for a joint meeting/workshop with the school board.

Dr. Williams shared that there are visitations happening soon and meetings with Career Source to look at workforce in Pinellas to divide and conquer programs.

Ms. Cole asked how dual enrollment students and early college translates into applicants and students and enrollment.

Dr. Ziemak shared that the department has spent a lot of time ensuring they transition with SPC through communications, parent webinars, supplemental application process. Last year there were 1,800 of them. Continually smoothing that process out.

Ms. Cole stated that dual enrollment students may be ripe to attend short term four-week classes in junior and senior years.

Dr. Ziemak thanked her for the idea.

23-018. **Under Item VII – A, Old Business**
NONE

23-019. **Under VII-B, New Business**

1. ADMINISTRATIVE MATTERS
 - a. Human Resources
 - i. Personnel Report (*Action*)
2. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. U.S. Department of Labor – H-1B Nursing Expansion (*Action*)
 - b. City of Clearwater – American Rescue Plan Act Education Grant (*Action*)
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3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION AND CONSTRUCTION
 - a. Sale of Health Education Center (*Action*)
 - b. Reversion of Veterinary Technology Center (*Action*)
 - c. Sale of Allstate Center, Parcel 1 & 4 (*Action*)
 - d. Request for Information to advertise for Real Estate Brokerage Services
 - for Allstate and Health Education Center (*Action*)

- e. Approval of Request for Qualification Ranking for Construction Management Services Between \$4M and \$8M for Deferred Maintenance Projects (*Action*)
- f. Universal Engineering Sciences, Inc. - Contract award to third-party Building Code Official (*Action*)

4. OTHER

- a. Pinellas Suncoast Transit Authority (PSTA)—Continuation of the Unlimited Access Program (*Action*)
- b. Use of College Facilities by the Direct Support Organizations
- c. InterCultural Advocacy Institute—Lease of Office Space at the Tarpon Springs Campus (*Action*)
- d. Ayacorp LLC – Lease Agreement (*Action*)
- e. Danafack LLC – Lease Agreement (*Action*)
- f. Janacorp LLC – Lease Agreement (*Action*)
- g. Nourfack LLC – Lease Agreement (*Action*)

The Board considered Items VII – B.1a -VII. B.4g. Ms. Cole moved approval. Mr. Gibbons seconded the motion. The motion passed unanimously.

23-020. Under XIII, Informational Reports

- A. Direct Support Organization
 - 1. Institute for Strategic Policy and Solutions (*Information*)
 - 2. St. Petersburg College Foundation (*Information*)
- B. Palladium at St Petersburg College (*Information*)
- C. Leepa-Rattner Museum of Art (*Information*)
- D. Fiscal Year 2022-2023 College General Operating Budget Report with Tuition Revenue (*Information*)
- E. Quarterly Informational Report of Contract Items (*Information*)

23-021. Under Item XI, Proposed Changes to BOT Rules Manual – Public Hearing - NONE

23-022. Under Item XII, President’s Report

Dr. Williams reported the following:

- Health insurance: She has worked alongside Mr. Butts to learn more about the current health insurance plan and will bring a formal report and recommendation. Also, the Florida College System presidents have decided to ask for addition into the state health

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insurance plan. A formal LBR is in place. Working on both things simultaneously for 2024.

- Partnering with retired police officers to provide mental health support
- Seeking funding for program fund (\$150 million) for The Great 28, which includes SPC. She will be spending the next 60 days in Tallahassee to advocate for SPC and the Florida College System.

23-023. Under Item XIII, Next Meeting Date and Location

The Board confirmed its next meeting date and location as Tuesday, March 21, 2023 9:00 a.m., at the SPC EpiCenter.

XII. ADJOURNMENT

Having no further business to come before the Board, Chair Kidwell adjourned the meeting at 10:28 a.m.

Immediately following the St. Petersburg College Board of Trustees meeting, Chair Kidwell opened the St. Petersburg College Collegiate High Schools Governing Board meeting at 10:29 a.m.

Ms. Kennedy provided good news about clean audits for both Tarpon Springs and St. Pete Gibbs campuses.

The Board considered approval of the audit. Mr. Stonecipher moved approval. Ms. Cole seconded the motion. The motion passed unanimously.

Meeting Adjourned 10:29 a.m.

Tonjua Williams, Ph.D.
Secretary, Board of Trustees
St. Petersburg College
FLORIDA

Thomas Kidwell
Chairman, Board of Trustees
St. Petersburg College
FLORIDA

City Proposal for SPC Property

7045 Burlington Ave N





Pinellas County Parcel ID: 19-31-16-67770-000-0010

PARCEL ILLUSTRATION



SITE DETAILS

- Future Land Use-Institutional
- Adjacent to NSM-1 (Neighborhood Suburban Multi-Family) at North & South
 - NSM-1 supports a total of 168 units on the site
- South boundary includes IT (Industrial Traditional)
- Pinellas Trail to the west supporting multi-modal options
- 675-feet to SPC campus; 1,100-feet to CCS-1 commercial mixed use
- Future development should be oriented outwards toward the neighborhood and properly incorporate the Pinellas Trail.



CITY PROPOSAL: BUSINESS POINTS

- 5.23 acres and 20,732 sq feet of improvements
- Offer: \$4.2 Million
- 90 days to perform inspections, appraisals, environmental surveys at city expense



CITY PROPOSAL: DEVELOPMENT DETAILS

- 105 Townhome Units (168 units allowed)
- At or below 120% Area Median Income (AMI)
- 20 townhomes will be reserved for first right of refusal for SPC Employees
- Considering if this may also serve as City Employee housing



CITY EXPERIENCE & COMPLIMENTARY PROGRAMS

- Affordable Lot Disposition Program (120% AMI & Below)
30 properties sold and 24 currently awarded to developers to date
- Townhome Projects
 - Shell Dash- 10 units; 80% AMI & Below (Habitat & Shell Dash)
 - Habitat Pelican Place- 44 units; 80% AMI & Below
 - Habitat The Grove-12 units; 80% AMI & Below
 - Deuces Rising-24 units; 120% AMI & Below (City as Developer)
- Down Payment Assistance: City residents can receive up to \$60,000 if under 120% AMI

THANK YOU



Department Name

Address

Phone Number

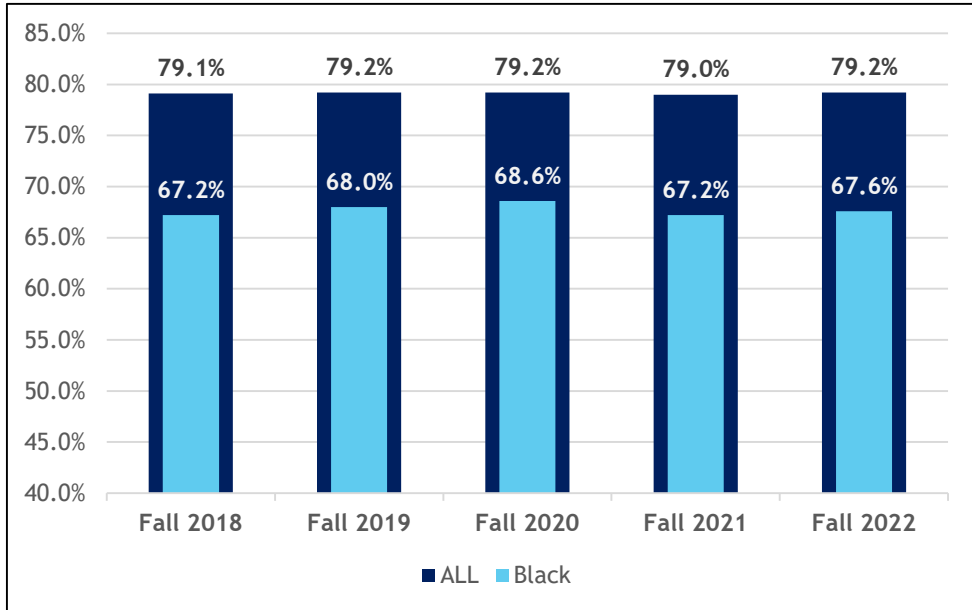
Website

Fall/Winter 2022 Overview and Spring 2023 Student Profile

BOT Meeting February 21, 2023



Fall 2022 Preliminary Success Rates



The Story of Top 15 Course Success Modality and Session Type



MATH
F2F

BEST IN



ENC 1101
DD

NEEDS SUPPORT



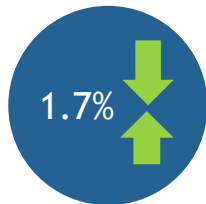
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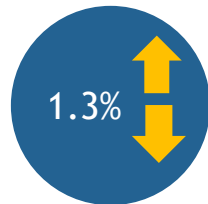
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Black Males



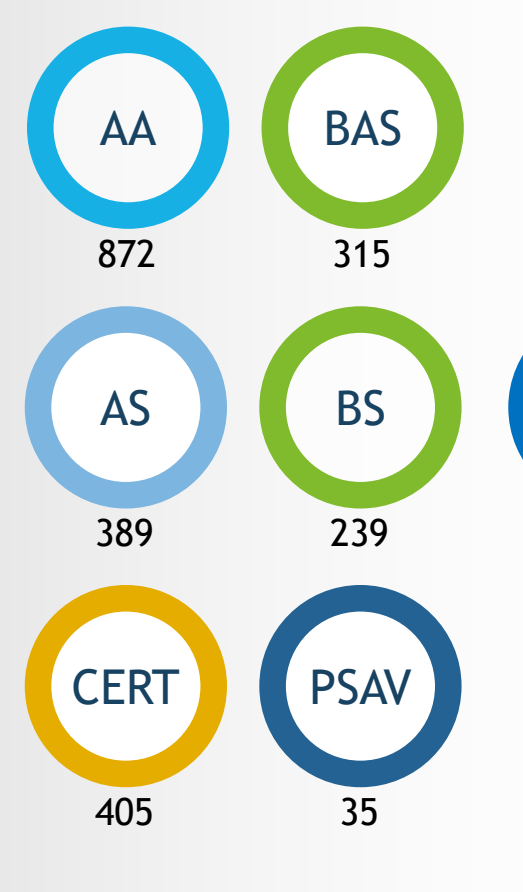
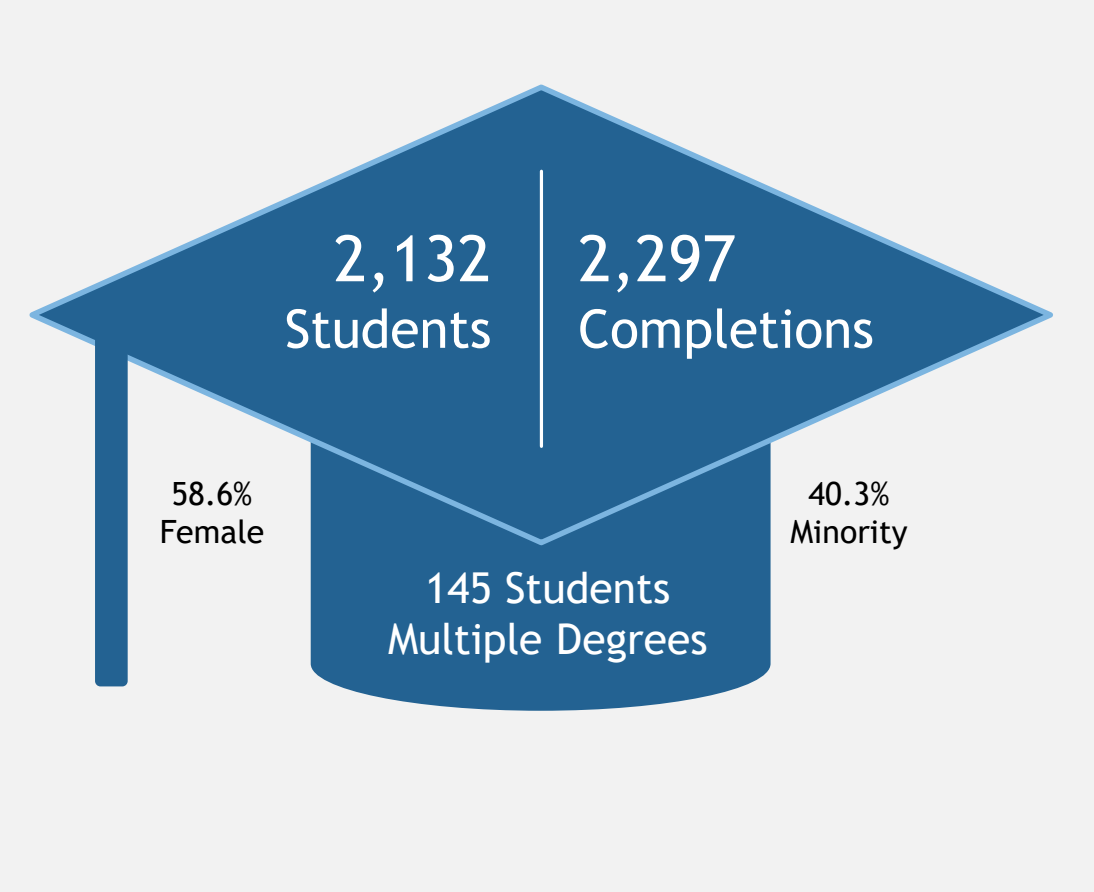
FTIC
Hispanic Males



Live Online

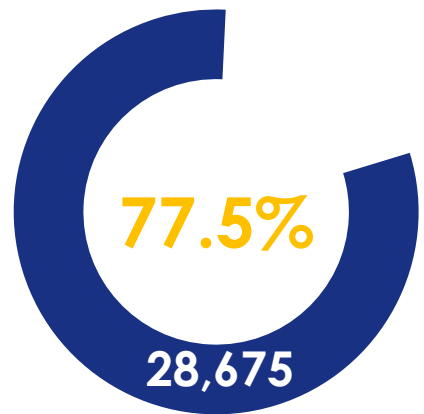
Source: BI as of 2/19/23

Fall 2022 Graduates

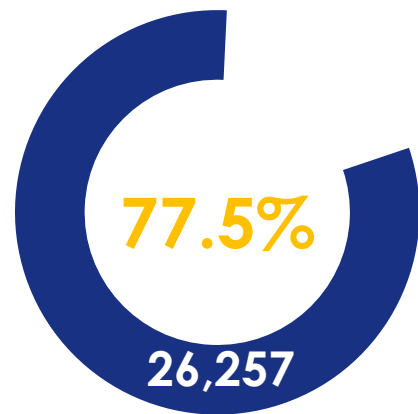


Source: BIAS of 2/19/23

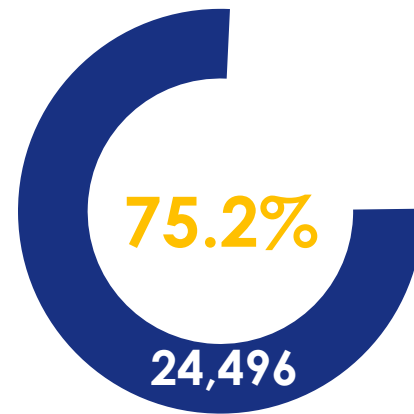
FALL TO SPRING PERSISTENCE RATES



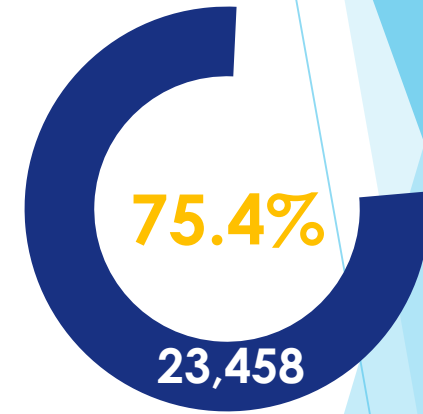
Fall 2019 to Spring 2020



Fall 2020 to Spring 2021



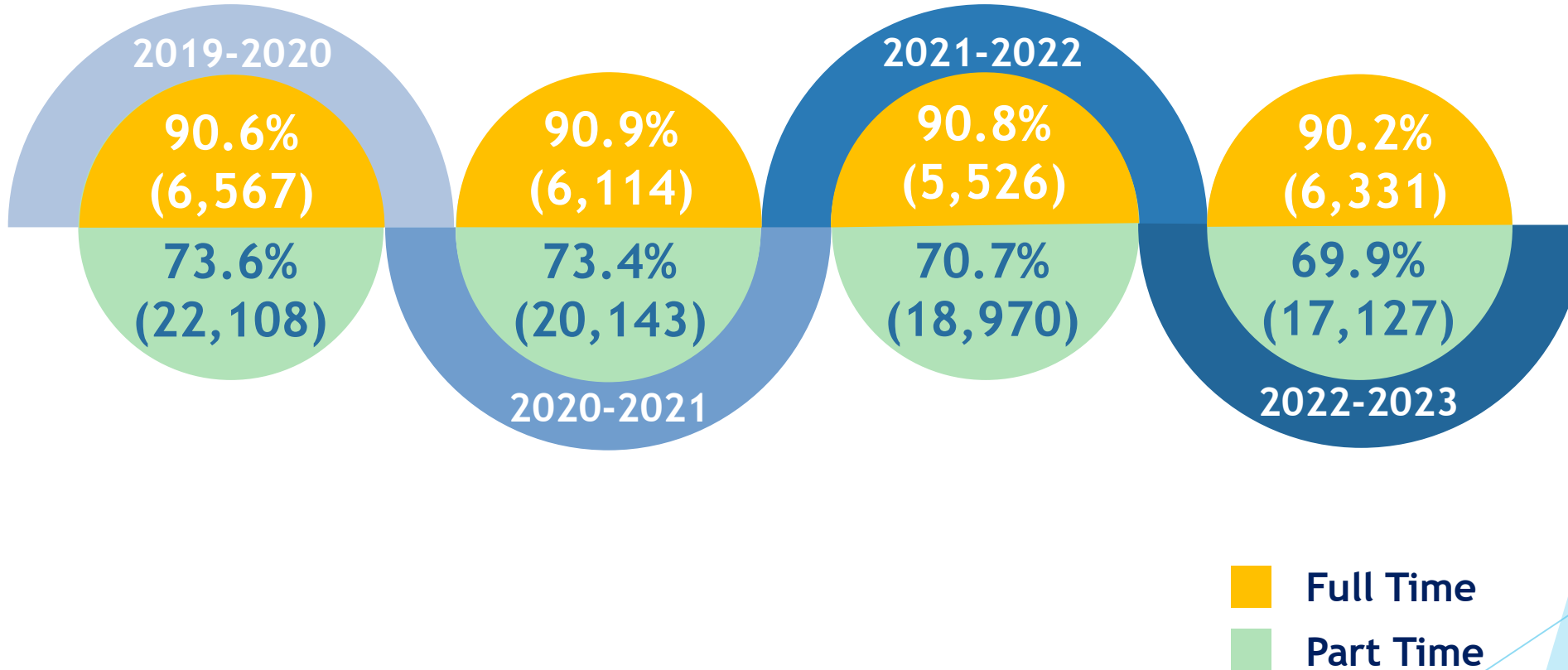
Fall 2021 to Spring 2022



Fall 2022 to Spring 2023

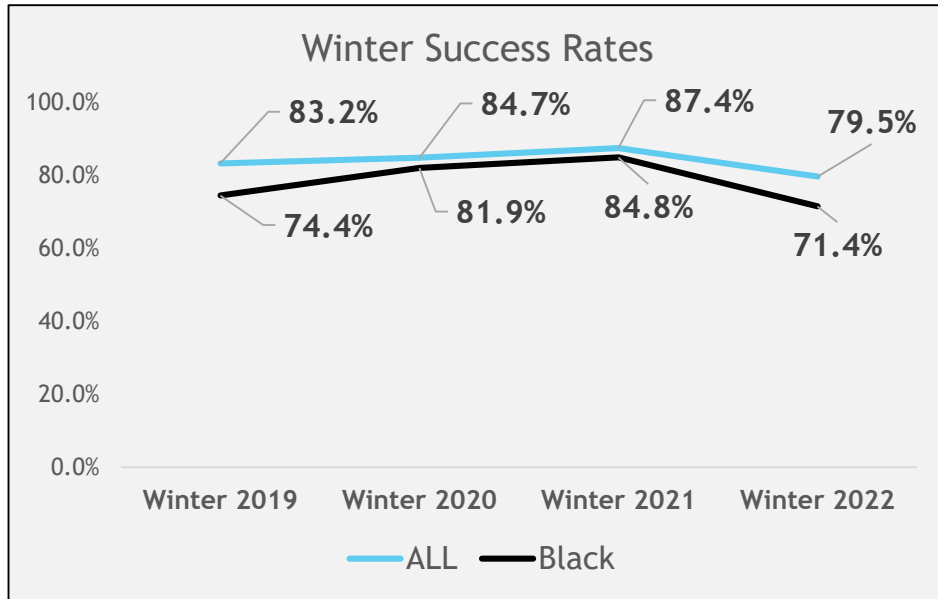
Source: SPC-IR-Persistence Dashboard as of 2/8/23

FALL TO SPRING PERSISTENCE RATE BY FULL/PART TIME



Source: SPC-IR-Persistence Dashboard as of 2/8/23

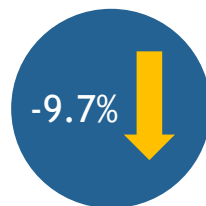
Winter 2022 Overview



Black

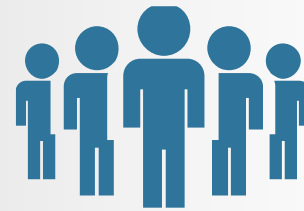


Black Males



Females

Spring Enrollment Impact



↑ 57

Headcount

30 Classes
2,244 SSH



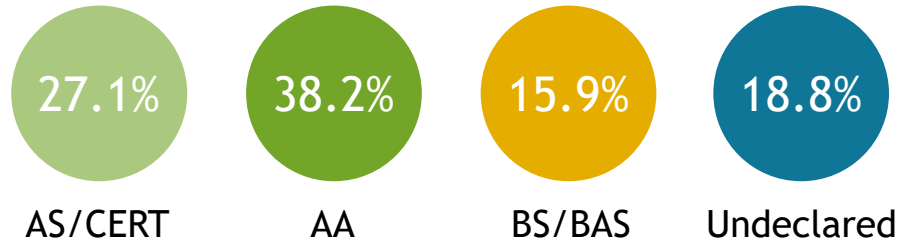
Males
31.8%

Females
68.2%

Source: BI as of 2/19/23

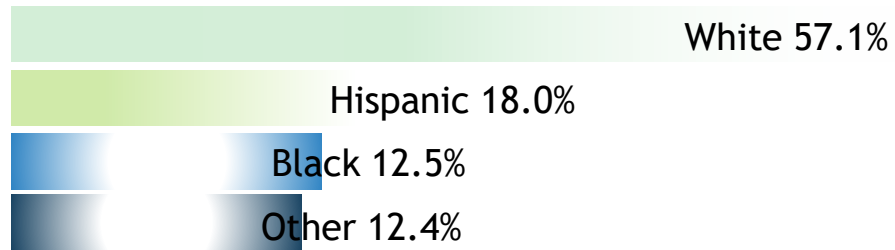
Spring 2023 Student Profile

Degree Enrollment

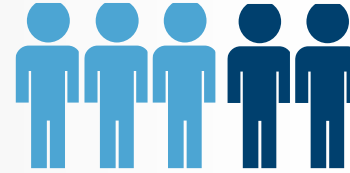


Race/Ethnicity

42.9%
Minority 0.9% Increase



26
Average Age



3 in 5 students
are women

7.1%
Full-time
Increase



Budget Enrollment Goals

98.5%
Fall Final

98.7%
Spring 2/9

Source: BI as of 2/19/23

Questions ?



Raising the Bar in Recruitment



Dr. Kellie Ziemak
Executive Director
Student Affairs & Enrollment Management

S T . P E T E R S B U R G C O L L E G E

February 2023

Student Affairs 2022-2023

Focus Areas

1. Enrollment Management
2. Titan Care Centers
3. Excellence in Academic Advising
4. Career Development Services



“

One student, **One**
interaction at a time

Dr. Jamelle Conner

2022 Enrollment Management Goals & Focus Areas

- Personalized onboarding experience
- Increase High School Senior applications
- A renewed focus on Non-Traditional student recruitment
- Targeted outreach to our 5 low-income zip codes
- Develop new reporting measures



2022 Enrollment Management Achievement



Personalized Onboarding Experience

- Created Enrollment Support (3 Enrollment Specialist Positions to help students with their enrollment checklist)
- Established an appointment system for Recruiters and Enrollment Specialist
 - Recruitment: **3,845 appointments** in 2022
 - Enrollment Support: **1,979 appointments** in 2022
- Titan Live Webinar Series
 - Why SPC
 - How to Become a Titan
 - Get Ready for Advising

2022 Enrollment Management **Achievement** High School Recruitment

- Established relationships with HS Counselors
- High School presentations
- Expanded High School Engagement
 - Application Drives in October
 - Next Stop, SPC in February & March
 - Explore, SPC in April
 - Personalized outreach from Enrollment Specialist in April & May
- Peach Jar Flyer (English & Spanish) & Parent Webinar Series
- **+8%** in Applications (compared to 2021-2022)
- **75%** of PCS High Schools Seniors completed an SPC application.

 **+30%** Seniors at Pinellas Park High School completed an SPC Application- **98%** completion compared to 68% in 2021



2022 Enrollment Management Achievement



Non-Traditional Student Recruitment

- Streamlined the Tuition Assistance process
- Attended **143** Community events and interacted with **20,000+** people
- Coordinated with Business Relationship Managers to visit businesses
- Free Money for College webinars in partnership with CareerSource Pinellas
- Baccalaureate showcase webinars and classroom visits
- College of Business- fall 2022 inquiry to app conversion **+3% to 35%**.

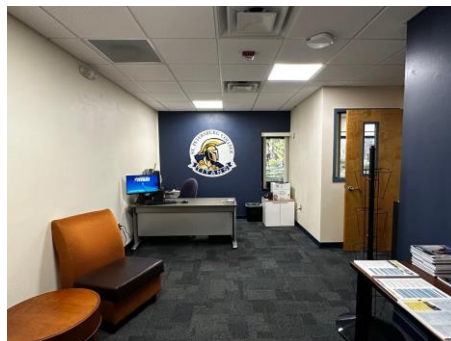
2022 Enrollment Management

Achievement

5 Low Income Zip Codes

- Attended **63** events in our low-income zip codes and interacted with **4,000+** people
- Spanish speaking population
 - Spanish marketing materials
 - Webinars in Spanish
 - Spanish Ambassador cards
- Sponsored community events
- Enhanced Marketing efforts
- Updated information at community centers
- Volunteered in the community





Thank you
SPC Foundation
\$150K!

- SPC Swag
 - Partnered with local churches, youth groups, and community organizations for Back-to-School events
 - SPC print materials and promotional items for HS Counselors
 - Next Stop, SPC
- Transportation Costs
 - Brought students to SPC Campus (Energy Event)
- Sponsored the Pinellas Park HS Football Team (targeted High School)
- SPC Branding
 - Table throws, tents, display materials, pull up banners, tabletop banners, event flags, SPC wagons
- Training for the Recruitment team on Sales Techniques
- Created the South County Recruitment Hub at the SP/G Campus
- Application Fee Waivers for larger events
- Program specific conferences (e.g., Public Safety)



2022 Outcomes and Measurements

Inquiries

+4.2%

2022 vs. 2021

Inquiry to App Conversion

+2.7%

2022 vs. 2021

App to Enroll Conversion

***47.9%**

*number will continue to grow

New Student Enrollment

+7% HC

+6% SSH

+8% FTIC

Fall 2022

+7% HC

+10% SSH

+12% FTIC

Spring 2023

+9% HC

Hispanic

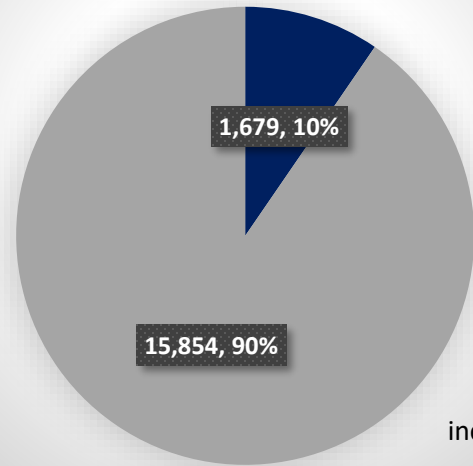
FTIC

Fall 2022

Spring 2023

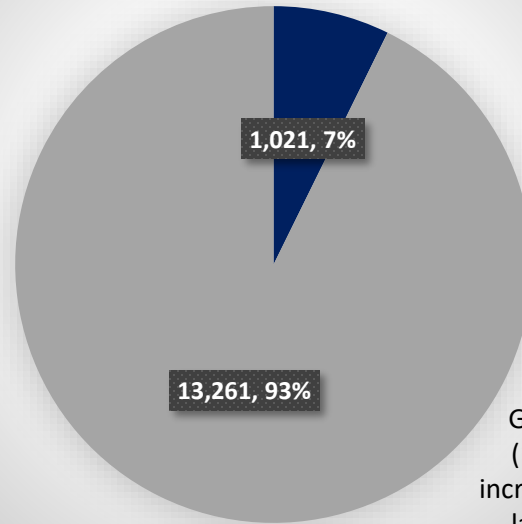
2023 Goal Tracking

Web Inquiry Request for Information (RFI)



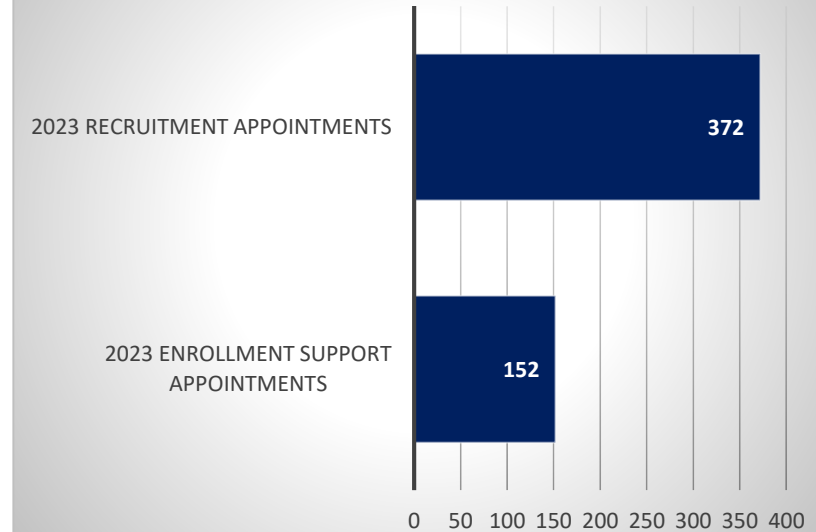
Goal: 6% (15,854) increase from last year

Traditional Applications



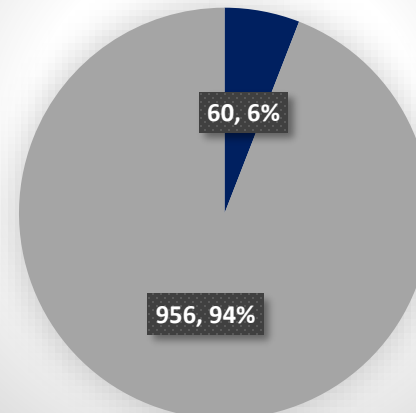
Goal: 2% (13,261) increase from last year

Appointments



0 50 100 150 200 250 300 350 400

Traditional Applications for 5 Low Income Zip Codes



Goal: 2% (956) increase from last year

App to Enroll Conversion

2- month conversion rate *Excludes supplemental applications, transient, international, and non-degree seeking students	32.8%
2023 Current App to Enroll *This number will continue to grow	19.7%

Data pulled on 2/6/2023

2023 Event Type	Total Number	Total Number of Participants
Community Events	17	1159
SPC Sponsored Events	13	318
High School Events	10	193
Low-Income Zip Code Events *(also included in numbers above)	7	126

2023 Goals

Applicant Counts

Applicant Counts by Fir...

Applicant Counts by Pro...

Applicant Counts by Hig...

Web RFI Conversion

- Data driven decisions in real time using new Recruitment dashboard
- Continue to focus on targeted populations
 - High School
 - Non-Traditional
 - Low-Income Zip Code
- Complete Inquiry to App & App to Enroll Communication Plan
 - Highly engaged and regular pathways
- Two-way texting
- New Recruitment video
- Short tutorials for application and onboarding process
 - Embed in emails and on the website
- Promise Scholarship

INSTITUTIONAL RESEARCH

Recruitment Dashboard



Application Year 2022	13,005	6,235	6,770	47.94 %	41.9 %
Application Date Range 1/1/2018 - 1/3/2023	Applicant Count	Enrollee Count	Not Enrolled	Conversion Rate	Success Rate
Application Fee All	Month 2022 Total		Term Enrollee Count Student Course Count Success Rate		
Enrollment Acad Year All	☐ January 1,145 1,145	1 336 336	600 265 514 68.7 %		
First Term Enrolled All	2 247 247	3 230 230	605 977 1,711 83.5 %		
Age Group All	3 257 257	4 257 257	610 4,065 10,432 75.7 %		
Home Campus All	5 38 38	52 37 37	615 4,115 10,436 0.0 %		
PCS All	☐ February 970 970	☐ March 1,149 1,149	Total 6,235 23,093 41.9 %		
Dual Students All	☐ April 1,795 1,795	☐ May 1,374 1,374	Applicant Count by Ethnicity		
	☐ June 930 930	☐ July 1,092 1,092			
	☐ Total 13,005 13,005	☐ Total 13,005 13,005	Applicant Count by Gender		

Questions



Student Impact Statements

“She was amazing and **helped me through each step** it was really amazing!”

“He was **very kind and helpful**, I had some pretty unique questions. I didn’t feel rushed or hurried. He was pretty amazing good job!”

“She has helped me so much and has been so welcoming to SPC and I **feel so much more comfortable with the process now!**”


“He was patient and kind. He **displayed great professionalism** and after our meeting, I felt confident and ready to do whatever it takes to start college in the fall of 2023. You represented SPC well! Thank you!”

“Made the admission process **so much easier**. Kind and informative”

June 20, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D. President 

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Bandy, Josalyn R	Operational Tech Analyst	Administrative Information Sys	5/8/2023
Giron, Christian O	Admissions Recruiter	Enrollment Management DO	5/1/2023
Camisa, Kristen	Digital Designer	Marketing&StrategicCommunicatn	5/8/2023
Corde, Joanna	Project Coordinator	Workforce/Professnl Developmnt	5/15/2023
Gomez, Julie D	Certificate Program Coordinato	Workforce/Professnl Developmnt	5/1/2023
Musco, Marlene A	Sr. Sign Language Interpreter	Accessibility Services	5/1/2023

TRANSFER/PROMOTION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Scholing, Joy L	Reference & Instruct Librarian	Learning Resources	5/1/2023
Bowe Slagle, Adrienne	Systems Analyst, LMS	Online Learning and Services	5/1/2023
Groff, Frank D	Instructional Support Tech	Online Learning and Services	5/1/2023
Jakupovic, Danijel	Information Technology Manager	Administrative Information Sys	5/1/2023
Semegran, Diana J	Career & Academic Advisor	Counseling & Advisement TS	5/30/2023
Weaver, Barbara M	Supplier Diversity Manager	Business Services	5/29/2023

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Di Roma, Mary C	Enrollment Specialist	Academic Affairs	5/22/2023
Stevens, Samantha	Administrative Svcs Specialist	Student Activities SE	5/30/2023
Bowman, Luke	Technology Support Specialist	Desktop Software Support	5/1/2023
Cook, Tami L	Sr Administrative Svcs Speclst	Purchasing	5/15/2023
Feliciano, Claudia F	Custodian	Custodial Services CL	5/15/2023
Pena, Shannon	Sr Tech Support Specialist	Administrative Information Sys	5/15/2023
Goodmanson, Austin G	Enrollment Specialist	Academic Affairs	5/15/2023

TRANSFER/PROMOTION Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Maldonado, Jacqueline C	Sr Administrative Svcs Speclst	Provost Office TS	5/29/2023
Walker, Amanda K	Payroll Specialist	Payroll	5/29/2023

RENEWAL CONTRACT Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date

FACULTY			
Name	Title	Department/Location	Effective Date

SUPPLEMENTAL Temporary			
Name	Title	Department/Location	Effective Date
Black, Louise	Faculty - supplemental	Business Administration SP	5/8/2023


Black, Louise	Faculty - supplemental	Business Administration SP	5/8/2023
Clarke, Heather M	Faculty - supplemental	Business Administration SP	5/8/2023
DiVita, Brian J	Adjunct Faculty	Business Administration SP	5/8/2023
Macogay, Eugene	Faculty - supplemental	Respiratory Care HC	5/8/2023
Mairn, Chad P	Faculty - supplemental	Humanities & Fine Arts SPG	5/8/2023
Mont, Michele A	Adjunct Faculty, Bach	Business Administration SP	5/8/2023
Polson Jr, Herbert E	Adjunct Faculty	Social & Behavioral Science CL	5/15/2023
Rodriguez, Rosa E	Faculty - supplemental	Communications SPG	5/15/2023
Rojas, Andres	Faculty - supplemental	Business Administration SP	5/15/2023
Selby, Thomas L	Adjunct Faculty, Bach	Baccalaureate Biology	5/8/2023
Taylor, Cary	Adjunct Faculty	Speech - Letters CL	5/15/2023
Terrana, Joseph P	Faculty - supplemental	Humanities & Fine Arts SPG	5/8/2023
Tomek, Lorrie A	Adjunct Faculty, Bach	College of Computer & InfoTech	5/1/2023
Wilfong, Christopher J	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Wilfong, Christopher J	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Wilfong, Christopher J	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Antonio, Kristopher J	Adjunct Faculty, HTF for HEC	Emergency Medical Services HC	5/1/2023
Cress, Andrea	Adjunct Faculty	Natural Science TS	5/1/2023
Holliday, Emily	Adjunct Faculty	College of Computer & InfoTech	5/22/2023
Keith, Dustin L	Adjunct Faculty	Respiratory Care HC	5/1/2023
Kincer, Heather	Adjunct Faculty	College of Computer & InfoTech	5/22/2023
McGregor, Leigh	Adjunct Faculty	College of Computer & InfoTech	5/22/2023
Petrone, Gianluca	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Petrone, Gianluca	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Petrone, Gianluca	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Wilfong, Christopher J	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Wilson, Derrick J	Professional Trainer-OPS	Provost Office AC	5/22/2023
Petrone, Gianluca	Professional Trainer-OPS	SE Public Safety Institute AC	5/15/2023
Shuman, Susan L	Adjunct Faculty	Natural Science TS	5/22/2023
Bishop, Richard	Adjunct Faculty	Academic Affairs	5/8/2023
Chernoff, Cody	Coach-OPS	Athletics	5/15/2023
Czarnecki, Lynda S	Adjunct Faculty, Bach	College of Health Sciences	5/15/2023
Foultz, Ross C	Adjunct Faculty	College of Computer & InfoTech	5/22/2023
Kwok, Jason	Adjunct Faculty, HTF for HEC	Dental Hygiene HC	5/1/2023
Meir II, John H	Adjunct Faculty	College of Computer & InfoTech	5/22/2023
Spiegel, Colleen S	Adjunct Faculty	Natural Science TS	5/22/2023
Tagliarini, David F	Adjunct Faculty	Humanities & Fine Arts SPG	5/1/2023

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Abercrombie, Eric N	Project Deliverable-Supplement	Ethics CL	5/1/2023
Garrett, Susan A	OPS Career Level 6	Workforce/Professnl Developmnt	5/15/2023
Malave, Laura H	Project Deliverable-Supplement	Academic EffectivenessAssessmt	5/22/2023
Moriarty, Christian R	Project Deliverable-Supplement	Ethics SPG	5/13/2023
O'Loughlin, Patricia E	General Support-OPS	Nursing HC	5/1/2023
Tucker, Eric J	Project Deliverable-Supplement	Ethics TS	5/1/2023
Tucker, Eric J	Project Deliverable-Supplement	Ethics TS	5/1/2023
Tucker, Eric J	Project Deliverable-Supplement	Ethics TS	5/1/2023
Brandon, Alexzia	OPS Career Level 2	Counseling & Advisement DT	5/30/2023
Rivera, Gina M	OPS Career Level 2	Natural Science SE	5/30/2023
Dugas, Rebecca H	OPS Career Level 5	Workforce/Professnl Developmnt	5/1/2023
Lowery, Peter T	OPS Career Level 2	Associate Provost Office MT	5/30/2023
Menard, Raymond E	Project Deliverable-Supplement	Academic EffectivenessAssessmt	5/17/2023
Thomas, Ryan A	OPS Career Level 5	Learning Resources	5/1/2023
Joukema-Arroyo, Lorri A	OPS Career Level 5	Workforce/Professnl Developmnt	5/15/2023
Nadeau, Karen L	OPS Career Level 5	Academic Affairs	5/23/2023
Peter Enyabine, Precious C	OPS Career Level 2	Natural Science SPG	5/15/2023
Pogribnichenko, Nadia L	OPS Career Level 5	Workforce/Professnl Developmnt	5/22/2023
Posnak, Veronica S	OPS Career Level 4	Business Services	5/23/2023

Darryl Wright-Greene, Chief Human resources and Talent Officer, bringing the actions forward, recommends approval.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: U.S. Department of Labor – H-1B Nursing Expansion

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Labor by St. Petersburg College for the Nursing Expansion Grant Program. Permission is also sought to accept an estimated \$2,165,573 in funding over a five-year period for this proposal, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The purpose of the U.S. Department of Labor (DOL) Nursing Expansion Grant Program is to increase nursing instructors and educators, and, to expand the pipeline of nursing professionals who can fill quality jobs to boost the nation's healthcare systems while advancing equity. The program is grounded in the principles of worker-centered sector strategies, a systems approach to workforce development that includes partnership with employers, educational institutions, workforce development systems, and labor, worker, and community to identify and collaboratively meet workforce needs.

SPC has submitted a proposal under Track 2: Nursing Career Pathways Track, which aims to train participants as frontline healthcare professionals to advance along a career pathway and attain postsecondary credentials. SPC will partner with BayCare Health System to help develop BayCare's new Preceptor Academy, which will enhance and formalize its preceptor training for current BayCare nurse employees and add additional training for precepting nursing students. The proposal will also support increased recruitment efforts for SPC's nursing degree programs, with targeted outreach to underrepresented individuals. Overall, the project will help increase the number of registered nurses entering the workforce, better prepare nursing students for clinical practice and help increase nurse satisfaction and retention in the workplace.

The period of performance will be from April 1, 2023 through March 31, 2028. The total project budget is projected to be \$2,165,573 over a five-year period, of which the College anticipates receiving the full amount.

Matthew Liao-Troth, Vice President, Academic Affairs; Jesse Turtle, Vice President, Institution Advancement and Executive Director, SPC Foundation; Mia Conza, General Counsel; and Louisiana Louis, Dean of Nursing, recommend approval.

Attachment
gms020623

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

Date of BOT Meeting: February 21, 2023

Funding Agency or Organization: U.S. Department of Labor

Name of Competition/Project: Nursing Expansion Grant

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 04/01/2023 **End:** 03/31/2028

Administrator: Dr. Louisiana Louis

Manager: Dr. Clare Owen

Focus of Proposal:

The U.S. Department of Labor’s Nursing Expansion grant seeks to increase nursing educators and expand and diversify the pipeline of nursing professionals to boost the nation’s healthcare systems while advancing equity. SPC has submitted a proposal to support its *Building Equity, Success and Training for Retention of Nurses (BEST RN)* initiative to address the critical nursing shortage experienced on the national, state and regional levels. SPC’s *BEST RN* initiative has three main project goals: 1) recruit diverse students into SPC’s ASN and BSN programs to increase the pipeline of qualified nurses entering the workforce; 2) partner with BayCare to develop its new, innovative Preceptor Academy to formalize and expand preceptor training, better prepare nursing students and new nurses, ensure effective mentoring, create a culture of belonging, and integrate diversity into the program to increase nurse retention in the workplace; and 3) implement enhanced support strategies, including the enhanced preceptor training, into the SPC nursing program to ensure students are receiving real-world clinical training and wrap around support that will increase retention and help accelerate their time to completion.

Working with multiple community partners, including CareerSource Pinellas, the project will recruit and enroll high school and adult students and incumbent workers into SPC nursing programs and provide robust supportive services for participants in nursing cohorts. The development of BayCare’s innovative Preceptor Academy will address gaps in the availability of preceptors, including diverse preceptors, as well as training gaps for preceptors to mentor students.

Serving an estimated 1600 participants throughout Tampa Bay over the 5-year grant period, funding will be used for: project personnel, including a Project Coordinator and a Career and Academic Advisor; outreach and recruitment activities such as workshops, information sessions, summer bootcamps and bridge programs. Funding will also include support for the BayCare partnership, and Collaborative Labs to support program development. Through match provided by the SPC Foundation, the project will also include scholarships for students in nursing cohorts, and, through in-kind match provided by BayCare, the project will help BayCare implement new incentives for precepting nursing students to better prepare nursing students for clinical practice.

Overall, this collaboration with BayCare will help strengthen the pipeline of qualified registered nurses entering and staying in the nursing workforce.

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	\$ 694,676
Fringe	\$ 332,948
Travel	\$ 9,600
Program Supplies	\$ 20,696
Contracts (BayCare subrecipient)	\$ 572,767
Participant Support (tuition and fees)	\$ 51,000
Marketing	\$ 88,000
Other (Collaborative Labs)	\$ 13,035
Indirect Costs	\$ 382,852
Total Budget	\$2,165,573

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 2,602,925
Total amount from funder:	\$ 2,165,573

Amount/value of match:	Cash: N/A In-kind: \$437,352
Required match or cost sharing:	No Yes X
Voluntary match or cost sharing:	No X Yes
Source of match/cost sharing:	BayCare Health System, Inc. SPC Foundation
Negotiated indirect cost:	N/A
(Fixed) administrative fee:	N/A
Personnel	\$287,352
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other (scholarships):	\$120,000


College Values, Strategic Initiatives and Activities Addressed:

Value(s):	1. Community Focus 2. Student Success
Strategic Initiative(s):	1. Community Engagement 2. Academic Excellence

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: City of Clearwater – American Rescue Plan Act Education Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, by St. Petersburg College to the City of Clearwater for its American Rescue Plan Act Education Grant. Permission is also sought to accept an estimated \$150,000 in funding over a twenty-month period for this proposal, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The City of Clearwater has allocated a portion of its American Rescue Plan Act funding for education grants or partnerships that focus on educational opportunities targeting students who have fallen behind academically due to the pandemic. SPC has submitted a proposal in support of its *GAIN* project, which will address COVID learning loss through the following objectives to: **G**enerate new ideas and approaches to help students succeed; **A**ddress student challenges posed by the pandemic; **I**nspire students to think creatively, solve problems and pursue their educational passions; and **N**urture students by providing support and encouragement so that their learning thrives. The project will accomplish these objectives through the following activities: (1) summer bridge programming; (2) student readiness for successful transitions from high school to postsecondary education; and (3) STEM enrichment programs.

The period of performance is estimated to be from May 1, 2023 through December 31, 2024. The total project budget is projected to be \$150,000 over a twenty-month period, of which the College anticipates receiving the full amount.

Jamelle Conner, Vice President, Student Affairs; Mia Conza, General Counsel; Tashika Griffith, Provost, Clearwater; and Natavia Middleton, Dean, Natural Science and Engineering, recommend approval.

Attachment

gms020623

Fringe	\$ 37,149
Travel	\$ 1,900
Participant Support	\$ 13,280
Materials, Supplies and Printing	\$ 3,106
Educational Supplies	\$ 2,500
Other Direct Costs	\$ 2,982
Indirect Costs	\$ 12,429
Total Budget	\$150,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 150,000
Total amount from funder:	\$ 150,000

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:	N/A
(Fixed) administrative fee:	N/A
Personnel	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other (scholarships):	N/A

College Values, Strategic Initiatives and Activities Addressed:

Value(s):	1. Community Focus
	2. Student Success
Strategic Initiative(s):	1. Community Engagement
	2. Academic Excellence

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Nuts, Bolts & Thingamajigs – Manufacturing Summer Camp

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to Nuts, Bolts & Thingamajigs, by St. Petersburg College for the Manufacturing Summer Camp grant. Permission is also sought to accept an estimated \$2,500.00 in funding over a seven-month period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Since 2003, the Foundation of the Fabricators & Manufacturers Association, Intl., named Nuts, Bolts & Thingamajigs, has awarded grants annually to trade schools and community/technical colleges for the purposes of hosting summer manufacturing camps for middle and high school aged youth. Summer camps have been a successful way of introducing students to the high-tech career choices available to them in today's automated manufacturing industry. SPC proposes to run a 2023 summer manufacturing and entrepreneurship camp for 15 boys and girls ages 12-16 at the Clearwater Campus. Participants will learn how to apply programming, additive manufacturing, electronics, mechatronics, machining, drilling and finishing in making a 3D design and fabrication of a homework-reminder prototype. The grant will be used to cover costs associated with program administration, marketing, materials and supplies.

The estimated period of performance will be from January 1, 2023 through August 31, 2023. The total project budget is projected to be \$2,500.00 over a seven-month period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President of Academic Affairs; Mia Conza, General Counsel; and Natavia Middleton, Dean of Natural Sciences and Engineering recommend approval.

Attachment

gms020623

Source of match/cost sharing:	N/A
Negotiated indirect cost:	N/A
(Fixed) administrative fee:	N/A
Software/materials:	N/A
Equipment:	N/A
Services:	N/A
Staff Training:	N/A
FTE:	N/A
Other:	N/A

College Values, Strategic Initiatives and Activities Addressed:


Value(s):	1. Student Success
	2. Community Focus

Strategic Initiative(s):	1. Academic Excellence
	2. Community Engagement

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Sale of Health Education Center

Approval is sought to adopt a Resolution of the Board declaring the Health Education Center property unnecessary for educational or ancillary purposes; and authorizing the disposal of said property.

In accordance with 1013.28, Florida Statutes, approval is sought for a Resolution of the Board of Trustees to declare Health Education Center property, Parcel #30-30-16-71730-000-0010, unnecessary for educational or ancillary purposes; and authorize the disposal of said properties.

Approval is sought for Spot Survey #2, Version 18, Recommendation #8.014, Disposal of real property, consisting of Health Education Center Property (Site 8).

Approval is requested for an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017, adding Recommendation #8.014, Disposal of real property, consisting of Health Education Center property, Parcel #30-30-16-71730-000-0010 located at 7200 66th Avenue N, Pinellas Park, Florida 33781 (Site 8), as required by Section 1013.31, Florida Statutes.

Janette Hunt, Vice President, Finance & Business Operations recommends approval.

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

WHEREAS, the College owns property known as “HEC”, Parcel #30-30-16-71730-000-0010 (Site 8), located at 7200 66th Avenue N, Pinellas Park, Florida 33781; and

WHEREAS, said property is unnecessary for educational purposes, and recommended for disposal;

BE IT THEREFORE RESOLVED, that pursuant to Section 1013.28, Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, the Board of Trustees declares said property is unnecessary for educational or ancillary purposes; and authorizes the disposal of said property.

Dated this 21st day of February, 2023

Thomas Kidwell, Chair
Board of Trustees
St. Petersburg College

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

AMENDMENT #18
EDUCATIONAL PLANT SURVEY dated June 30, 2017
St. Petersburg College
February 21, 2023

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has prepared an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendations are made.

Site 8: Health Education Center

Authority:

Pursuant to Section 1013.28(1), Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, a board may dispose of land or real property, which is determined by resolution of the Board to be unnecessary for educational purposes, and if recommended in an educational plant survey.

Resolution:

The Board of Trustees of St. Petersburg College determined by resolution dated February 21, 2023, that Parcel #30-30-16-71730-000-0010 (Site 8), located 7200 66th Avenue N, Pinellas Park, Florida 33781 (Site 8), is unsatisfactory and unnecessary for educational purposes, and recommended for disposal.

Site 8: Health Education Center

8.014 Dispose of real property, consisting of Parcel #30-30-16-71730-000-0010, in the amount of approximately 19.53 acres of land, including Facilities #61, #64, and #66 totaling approximately 220,142 square feet, which has been determined by resolution of the Board of Trustees of St. Petersburg College to be unsatisfactory and unnecessary for educational purposes. This parcel will be terminated from the Facilities Inventory of St. Petersburg College and will be disposed of in the manner prescribed by Chapter 274, Florida Statutes.


Approved by the Board of Trustees of St. Petersburg College on February 21, 2023.

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Sale of Allstate Center, Parcel #1 & #4

Approval is sought to adopt a Resolution of the Board declaring the Allstate Center property unnecessary for educational or ancillary purposes; and authorizing the disposal of said property.

In accordance with 1013.28, Florida Statutes, approval is sought for a Resolution of the Board of Trustees to declare Allstate Center property, Parcels #35-31-16-49734-004-0010 and #35-31-16-49734-002-0010 identified in Exhibit A, unnecessary for educational or ancillary purposes; and authorize the disposal of said properties.

Approval is sought for Spot Survey #2, Version 19, Recommendation #9.014, Disposal of real property, consisting of Allstate Center Property (Site 9).

Approval is requested for an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017, adding Recommendation #9.014, Disposal of real property, consisting of the Allstate Center property, Parcels #35-31-16-49734-004-0010 and #35-31-16-49734-002-0010 located at 3200 34th Street South, St. Petersburg, Florida 33711 (Site 9), as required by Section 1013.31, Florida Statutes.

Janette Hunt, Vice President, Finance & Business Operations, recommends approval.

Attachment

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

WHEREAS, the College owns property known as “AC”, Parcels #35-31-16-49734-004-0010 and #35-31-16-49734-002-0010 (Site 9), located at 3200 34th Street South, St. Petersburg, Florida 33711; and

WHEREAS, said property is unnecessary for educational purposes, and recommended for disposal;

BE IT THEREFORE RESOLVED, that pursuant to Section 1013.28, Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, the Board of Trustees declares said property is unnecessary for educational or ancillary purposes; and authorizes the disposal of said property.

Dated this 21st day of February, 2023

Thomas Kidwell, Chair
Board of Trustees
St. Petersburg College

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

AMENDMENT #19
EDUCATIONAL PLANT SURVEY dated June 30, 2017
St. Petersburg College
February 21, 2023

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has prepared an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendations are made.

Site 9: Allstate Center

Authority:

Pursuant to Section 1013.28(1), Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, a board may dispose of land or real property, which is determined by resolution of the Board to be unnecessary for educational purposes, and if recommended in an educational plant survey.

Resolution:

The Board of Trustees of St. Petersburg College determined by resolution dated February 21, 2023, that Parcels #35-31-16-49734-004-0010 and #35-31-16-49734-002-0010 (Site 9), located 3200 34th Street South, St. Petersburg, Florida 33711 (Site 9), is unsatisfactory and unnecessary for educational purposes, and recommended for disposal.

Site 9: Allstate Center

9.014 Dispose of real property, consisting of Parcels #35-31-16-49734-004-0010 and #35-31-16-49734-002-0010, in the amount of approximately 12.56 acres of land, including Facilities #75, #76, and #79, which has been determined by resolution of the Board of Trustees of St. Petersburg College to be unsatisfactory and unnecessary for educational purposes. This parcel will be terminated from the Facilities Inventory of St. Petersburg College and will be disposed of in the manner prescribed by Chapter 274, Florida Statutes.

Approved by the Board of Trustees of St. Petersburg College on February 21, 2023.

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

Exhibit A



Parcel Breakdown:

Parcel #1: 138,748+/- SF (2 story) 10.95+/- Acres

*Parcel #2: Vacant Land - 6.23+/- Acres


*Parcel #3: 23,261+/- SF (1 story) 3.34+/- Acres

Parcel #4: 8,716+/- SF (1 story) 1.61+/- Acres

* Parcels are excluded from disposition due to the driving pad and firing range reside on the properties.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Reversion of Veterinary Technology Center

Approval is sought to adopt a Resolution of the Board declaring the Veterinary Technology Center property unnecessary for educational or ancillary purposes; and authorizing the disposal of said property by reversion to Pinellas County (County).

In accordance with 1013.28, Florida Statutes, approval is sought for a Resolution of the Board of Trustees to declare Veterinary Technology Center property, Parcel #09-30-15-00000-230-0200, unnecessary for educational or ancillary purposes; and authorize the disposal of said property.

Approval is sought for Spot Survey #2, Version 20, Recommendation #18.004, Disposal of real property, consisting of Veterinary Technology Center Property (Site 18).

Approval is requested for an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017, adding Recommendation #18.004, Disposal of real property, consisting of Veterinary Technology Center property, Parcel #09-30-15-00000-230-0200 located at 12376 Ulmerton Road, Seminole, Florida 33774 (Site 18), as required by Section 1013.31, Florida Statutes.

Authorization and approval is sought to negotiate as necessary under delegated authority of the Board to effectuate and finalize the transfer of property subject to the required exercise of due diligence pursuant to the Florida Statutes and pertinent state regulations, including, but not limited to, the approval by the state of the property spot survey and amendment of the educational plant survey reflecting intended disposal and completion of a Memorandum of Understanding with the County.

Janette Hunt, Vice President, Finance & Business Operations recommends approval.

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

WHEREAS, the College owns property known as “VT”, Parcel #09-30-15-00000-230-0200 (Site 18), located at 12376 Ulmerton Road, Seminole, Florida 33774; and

WHEREAS, said property is unnecessary for educational purposes, and recommended for disposal;

BE IT THEREFORE RESOLVED, that pursuant to Section 1013.28, Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, the Board of Trustees declares said property is unnecessary for educational or ancillary purposes; and authorizes the disposal of said property.

Dated this 21st day of February, 2023

Thomas Kidwell, Chair
Board of Trustees
St. Petersburg College

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

AMENDMENT #20
EDUCATIONAL PLANT SURVEY dated June 30, 2017
St. Petersburg College
February 21, 2023

Pursuant to Section 1013.31, Florida Statutes, administrative staff of St. Petersburg College has prepared an amendment to the current Educational Plant Survey for St. Petersburg College, dated June 30, 2017. In accordance with Section 1013.31, Florida Statutes, the amendment shall be reviewed and approved by the Board of Trustees.

The following new recommendations are made.

Site 18: Veterinary Technology Center

Authority:

Pursuant to Section 1013.28(1), Florida Statutes, and Section 1.4(4), State Requirements for Educational Facilities – 2014, a board may dispose of land or real property, which is determined by resolution of the Board to be unnecessary for educational purposes, and if recommended in an educational plant survey.

Resolution:

The Board of Trustees of St. Petersburg College determined by resolution dated February 21, 2023, that Parcel #09-30-15-00000-230-0200 (Site 18), located 12376 Ulmerton Road, Seminole, Florida 33774 (Site 18), is unsatisfactory and unnecessary for educational purposes, and recommended for disposal.

Site 18: Veterinary Technology Center

18.004 Dispose of real property, consisting of Parcel #09-30-15-00000-230-0200, in the amount of approximately 11.48 acres of land, including Facility #1801, which has been determined by resolution of the Board of Trustees of St. Petersburg College to be unsatisfactory and unnecessary for educational purposes. This parcel will be terminated from the Facilities Inventory of St. Petersburg College and will be disposed of in the manner prescribed by Chapter 274, Florida Statutes.

Approved by the Board of Trustees of St. Petersburg College on February 21, 2023.

Tonjua Williams, President
of the College and Secretary to the
Board of Trustees St. Petersburg College

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Request to advertise for Real Estate Brokerage Services for Allstate and Health Education Center.

Authorization is sought to advertise for real estate brokerage services.


Facilities Planning and Institutional Services is currently undergoing a facilities college-wide master plan. This master plan includes disposition of campus' properties recommended by Cushman & Wakefield square footage analysis. The recommendation was based on the need to improve the college wide 28% utilization rate and to enhance the college's program synergy across the county to benefit our students and support faculty and staff. Through this process the college is seeking interested and qualified real estate brokers to market the Allstate Center and Health Education Center property through a Request for Information. Once the best qualified vendor is selected a recommendation will be brought before the board for final approval.

Janette Hunt, Vice President, Finance and Business Operations; and David Cutler, Executive Director, Construction Management, recommend approval.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Approval of Request for Qualification Ranking for Construction Management Services Between \$4M and \$8M for Deferred Maintenance Projects

Approval is sought to approve the committee’s ranking of Construction Management Companies (CMs) from the Request for Qualification process. Authorization is also sought to negotiate and enter into agreements with successful CMs to develop GMPs for the deferred maintenance projects on an assigned campus.

The Board of Trustees approved advertising for construction management companies for campuses with total deferred maintenance* project allocations estimated over \$4M and up to \$8M at its September 20, 2022 meeting. The Request for Qualification #03-22-23 (RFQ) was created, and projects were advertised. Once the CM’s proposals were received, the selection committee shortlisted and ranked the companies per the criteria outlined in the RFQ in order of preference as follows:

- 1) Creative Contracting
- 2) Charles Perry Partners
- 3) AD Morgan
- 4) JE Dunn

Successful candidates will be assigned to specific campuses to manage contractors for a variety of deferred maintenance projects. Upon approval, the College intends to negotiate and enter into agreements with successful CMs to develop GMPs for the deferred maintenance projects on the assigned campus.


*Deferred Maintenance projects are defined as projects which improve air quality to reduce the risk of viral and environmental health hazards; correct critical life safety issues; improve water, sewer, utility, parking, or roadway infrastructure; improve energy efficiency; mitigate environmental deficiencies; ensure compliance with ADA; or ensure compliance with building codes.

Janette Hunt, Vice President, Finance & Business Operations; and David Cutler, Executive Director Construction Services, Facilities Planning & Institutional Services; recommend approval.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Universal Engineering Sciences, Inc. - Contract award to third-party Building Code Official

Authorization is requested to enter into a three-year contract with an optional two-year extension with Universal Engineering Sciences, Inc. as the College's third-party building code official. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing agreement.

The Board of Trustees approved commencing contract negotiations for the professional services of Universal Engineering Sciences, Inc. ("Universal") at its November 15, 2022, Board meeting.


Approval is now sought to enter into a three-year contract with an optional two-year extension with Universal. The projected annual cost for Universal's services as a third-party building code official is projected to be between \$22,000 to \$74,000 per year depending on the College's maintenance needs and construction initiatives. The College anticipates that the addition of approximately \$48,000,000 in deferred maintenance funding during the timeframe of the contract will create significant additional service needs. As such, the three-year contract with optional two-year extension has an estimated cost of services that will not exceed \$1,500,000. The actual cost will depend on determination of maintenance/construction projects prioritization.

Janette Hunt, Vice President, Finance and Business Operations; Mia Conza, General Counsel; and David Cutler, Executive Director of Construction, recommend approval.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Pinellas Suncoast Transit Authority (PSTA)—Continuation of the Unlimited Access Program

Confirmation approval is sought for the Extended Term 2 of the Agreement with Pinellas Suncoast Transit Authority (PSTA) to continue the Unlimited Access Program for an additional period of one year at a cost not to exceed \$113,639.86. Extended Term 2 extends the third year of the Agreement through August 17, 2023. Permission is also sought to enter into Extended Terms 3 and 4 as may be deemed necessary.

The College entered into the Agreement with the Pinellas Suncoast Transit Authority, effective August 18, 2020, to provide bus transportation under the Unlimited Access Program (U-Pass) for current students and staff of St. Petersburg College. PSTA seeks to increase public transportation ridership in Pinellas County, which includes routes and stops near and on College campuses and sites, and the College desires to continue to provide countywide bus transportation for its students. The term of this Agreement is for five years (ending August 2025), renewable annually.

Should the College decide to continue the Agreement, it can exercise Extended Term 3 at a cost not to exceed \$117,049.05 and Extended Term 4 at a cost not to exceed \$120,560.53. If both Extended Terms are exercised, the Agreement would continue through August 17, 2025.

Jamelle Conner, Vice President, Student Affairs and Mia Conza, General Counsel, recommend approval.

jc020923

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Use of College Facilities by the Direct Support Organizations

Approval is requested to allow the use of College facilities by the Direct Support Organizations (St. Petersburg College Foundation, Inc. and the Institute for Strategic Policy Solutions, Inc.) for the public purpose consistent with the mission, vision, and values of the College. Time Period: April 1, 2023 through March 31, 2024. Total value of the facilities usage is \$18,414.60.

Listed below is the detail by Direct Support Organization:

Direct Support Organization	Square Footage	Value per Square Foot*	Total Value of Facilities Use	Location
St. Petersburg College Foundation, Inc.	1,500	\$7.05	\$10,575.00	Downtown Office
Institute for Strategic Policy Solutions, Inc.	1,112	\$7.05	\$7,839.60	Seminole Campus
Total Value	2,612		\$18,414.60	


**Based on the State’s Operating Costs for New Facilities (OCNF) Rate as of 04/05/2022*

Mike Meigs, Associate Vice President, Business and Financial Services; Jesse A. Turtle, VP, Institutional Advancement/Foundation.; and Kimberly G. Jackson, Executive Director, Institute for Strategic Policy Solutions, recommend approval.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: InterCultural Advocacy Institute—Lease of Office Space at the Tarpon Springs Campus

Authorization is requested to enter into a Lease Agreement with the InterCultural Advocacy Institute. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College agreed to enter into a lease agreement for approximately 493 square feet of office space at the Tarpon Springs Campus in the Bilirakis Building (Rooms BB 42 through BB 49). The annual rate to be paid for the lease is \$3,446.07. The term of this lease agreement will begin upon execution and expire on January 18, 2024.

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

Prior to entering into or execution of 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.

Janette Hunt, Vice President, Finance and Business Operations; Jamelle Conner, Vice President, Student Affairs; Rodrigo Davis, Provost, Tarpon Springs Campus; and Mia Conza, General Counsel recommend approval.

Attachment

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ___ day of January 2023, by and between the Board of Trustees of St. Petersburg College, whose principal address is P.O. Box 13489, St. Petersburg, Florida 33733 (“**College**”) and the InterCultural Advocacy Institute whose mailing address is 612 Franklin Street, Clearwater, Florida 33756 (“**Institute**”).

WITNESSETH:

WHEREAS, the Institute is a non-profit entity providing services in the Tampa Bay area; and

WHEREAS, the College desires to lease to the Institute, and the Institute desires to lease from the College on such terms and conditions as set forth below, a portion of the College’s premises located at the St. Petersburg College-Tarpon Springs Campus located at 600 E. Klosterman Rd, Tarpon Springs, Florida 34689 (“**Tarpon Springs Campus**”), as is more fully described in Paragraph 2 below (“**Leased Premises**”).

NOW THEREFORE, in consideration of the premises and one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **LEASED PREMISES.** The College hereby leases to the Institute and the Institute hereby leases from the College approximately 493 square feet of office space at the Tarpon Springs Campus in Rooms BB 42, BB 43, BB 44, BB 48, and BB 49. Any reference in the Agreement to the term Leased Premises or Premises shall hereafter refer to and mean the property described in this Paragraph 2.

Additionally, the Institute shall have access to and concurrent use of, together with the College and other tenants in the Tarpon Springs Campus, the common areas and shared space, of the Tarpon Springs Campus, including the hallways, corridors, stairways, elevators, and restrooms.

3. **TERM.** The term of this Lease shall be for a period of one (1) year commencing on the date of the last signature below and terminating on January 18, 2024 (“**Term**”). Either party may terminate this Agreement at any time upon giving the other party no less than ninety (90) days’ notice from the date of termination set forth in the notice. Upon termination of the Lease Agreement as provided herein, the Institute shall pay all outstanding sums due and payable to the College pursuant to this Lease.
4. **BASE RENT.** The Institute shall pay to the College base rent for the Leased Premises for each year during the Term an annual rate of \$3,446.07 (“**Base Rent**”) plus all applicable sales tax. Any reference in the Agreement to the term Base Rent shall hereafter refer to and mean Base Rent as defined in this Paragraph 4.

5. MAINTENANCE. The College shall provide to the Institute for the Leased Premises: (i) utilities, including electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance services, including maintenance of HVAC systems, roof, exterior walls and structural systems; (iv) telephone and internet service; and (v) other miscellaneous services which include handling and landscaping. Security shall be provided during the normal operating hours of the College.
6. USE. The Leased Premises shall be used and occupied by the Institute for administrative and business purposes, consistent with the Institute's duties as a non-profit entity and for no other purposes. All use of the Leased Premises shall be in compliance with all laws. For purposes of this Agreement, "Laws" means all applicable present and future (i) federal, state, and local laws, statutes, ordinances, rules regulations, and codes and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the Laws of the State of Florida; and (iv) rules, regulations and orders of quasi-official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
7. HOURS OF USE. Unless otherwise agreed to by the College, the Premises shall be available during normal operational hours of the Tarpon Springs Campus. There will not be access to the premises on the days the College is closed (holidays, professional development days). If requested in advance, the Institute may be granted express access to the Premises at times other than as set forth therein, and as agreed to by the Parties.
8. ALTERATIONS TO THE PREMISES. The Institute will not, without the College's prior written consent, make any material changes or alterations, additions or improvements in or about the Leased Premises. Such consent may be given in writing by the College's Facilities, Planning and Institutional Services, and shall be subject to the College's building and permitting department in compliance with the Florida Building Code (FBC), Florida Fire Prevention Code (FFPC), and the American's with Disability Act (ADA).
9. NO FURTHER ENCUMBRANCES. The Institute shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the College harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of the Institute.
10. DEFAULT. "Default" shall be the occurrence of any one or more of the following events which shall permit the College, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.
 - a. The Institute's failure to pay any sums payable to the College which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
 - b. The Institute's abandonment or vacation of the Leased Premises.

- c. The Institute's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of the College.
 - d. The Institute's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by the College to the Institute of such breach.
 - e. Use of the Leased Premises by the Institute other than as specified in Paragraph 6 or in noncompliance therewith.
 - f. The Institute's encumbrance of the Leased Premises or the fee, or allowing the Leased Premises or fee to be encumbered, or any other breach provision provided herein.
11. ASSIGNMENT. The Institute shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of the College, which consent may be withheld in the sole discretion of the College.
12. INSURANCE. The Institute shall obtain and maintain minimum general liability and property liability coverage in amounts not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, covering the use of the Leased Premises, covering the use of all personal items and equipment brought on the premises, and shall provide a Certificate of Insurance evidencing such insurance coverage prior to occupying the Leased Premises. The Institute shall also maintain cyber security coverage with a combined single limit of not less than \$1,000,000 per occurrence. The Certificate shall name St. Petersburg College as an additional insured party. The Institute shall further, its expense, maintain workers' compensation insurance covering its own employees where required by law. Should any of the above-described policies be cancelled or modified before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
13. TAXES. The Institute shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by the Institute. The Institute shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof, including but not limited to sales taxes, property taxes and storm-water fees, and provide notice to the College of the payment of the same.
14. FUNDING FOR THE COLLEGE. The College relies upon the State of Florida to provide funding for its programs and services. If the College is unable to continue with the operation of the Tarpon Springs Campus due to lack of funding from the State, the College may terminate this Lease Agreement.
15. THIRD PARTY CLAUSE. This Lease Agreement is for the sole benefit of the Institute and the College and not for any third party. Except as expressly provided in this Agreement, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor or any party not a signatory

to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

16. **DISCRIMINATION.** Neither the College nor the Institute will discriminate in its employment practices, provision of services to the Institute or the College and the general public or otherwise on the basis of race, color, religion, age, sex, marital status, pregnancy, sexual orientation, gender identity, genetic information or national origin nor will either discriminate against any qualified person with a disability. The Parties agree that sexual harassment constitutes discrimination on the basis of sex.
17. **ENVIRONMENTAL/HAZARDOUS WASTE.** Both the College and the Institute shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substances (as defined herein) or allow any other person or entity to do so. Both parties shall keep and maintain the Leased Premises in compliance with and shall not cause or permit the Leased Premises to be in violation of, any applicable environmental laws. The College shall have the right to inspect the Leased Premises and audit the Institute's operations thereon to ascertain the Institute's compliance with the provisions of this Lease at any reasonable time, and the Institute shall provide periodic certifications to the College, upon request, that the College shall have the right but not the obligation, to enter upon the Leased Premises and perform any obligation of the Institute hereunder of which the Institute is in default, including, without limitation, any remediation necessary due to environmental impact of the Institute's operations on the Leased Premises, without waiving or reducing the Institute's liability for the Institute's default hereunder. All terms and provisions of this paragraph shall survive expiration or termination of the Lease for any reason whatsoever. **"Hazardous Substance"** means any substance, whether solid, liquid or gaseous which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any environmental requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the Leased Premises or any adjacent property or a hazard to the environment or to the health or safety of persons on the Leased Premises.
18. **RADON GAS DISCLOSURE:** 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.
19. **INSPECTION AND ACCESS TO PREMISES.** The College shall have the right to enter the Leased Premises at all times upon reasonable notice to the Institute (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements,

or additions as the College may deem necessary or desirable at the College's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the Institute, its officers, directors, agents, employees, contractors, invitees or licensees.

20. INDEMNITY. To the extent permitted by law, the Institute covenants and agrees to indemnify and hold harmless College, its trustees, officers, employees and agents from and against any and all losses, claims, liabilities, fines, injuries, and damages to persons or property (including personal and real property of the Institute), penalties, suits, and expenses of all kinds or nature, including reasonable attorney's fees (through appeal) which may be imposed upon, incurred by or asserted against College by reason of or arising out of any damages or injuries to personal property, real property, or to persons caused by or resulting from the Institute's operations, use or occupancy of the Leased Premises. Provisions of this paragraph shall survive termination of this Lease with respect to any loss, damage, death or injury occurring prior to termination.
21. CONDEMNATION. In the event of condemnation of the Leased Premises or any portion thereof or of the Tarpon Springs Campus which affects the Leased Premises, the College, in its sole discretion, may terminate the Lease Agreement as of the date the condemning authority takes title or possession, whichever first occurs. Any award or payment made in connection with a condemnation shall be the property of the College, whether such award shall be made in settlement of contemplated condemnation proceedings or as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance or other damages; provided, however, the Institute shall be entitled to any separate award made to the Institute which does not diminish the College's award, such as for loss of or damage to the Institute's trade fixtures and removable personal property and any business damages or moving expenses. In the event the College does not terminate this Lease Agreement by reason of such condemnation, the College shall, to the extent of severance damages received by College in connection with such condemnation, repair any damage to the Leased Premises caused by such condemnation, except to the extent that the Institute has been reimbursed therefore by the condemning authority.
22. CASUALTY. (a) If the Leased Premises or any portion thereof is destroyed or substantially damaged by fire or other casualty, the College shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of the Institute's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises was in immediately before the happening of the casualty. However, the College shall not be required to restore any portion of the Tarpon Springs Campus which is not leased to the Institute. (b) Notwithstanding anything contained in paragraph (a) above to the contrary, the College may terminate this Lease Agreement and shall have no obligation to the Institute to restore the Leased Premises in the event that the Leased Premises or any portion thereof is destroyed or substantially damaged by fire or other casualty, if: (i) the fire or other casualty is caused by the acts, omissions or negligence of the Institute its officers, directors, employees, agents, contractors, or invitees; (ii) the Leased Premises is

damaged in whole or in part as a result of a risk that is not covered by the College's insurance policies; or (iii) the insurance proceeds are inadequate to restore the Leased Premises to substantially the same condition as the Leased Premises was in immediately before the happening of the casualty.

22. PUBLIC RECORDS/STUDENT RECORDS. The provisions of Chapter 119, Florida Statutes; Family Educational Rights and Privacy Act (FERPA); and Section 1002.22, Florida Statutes shall apply to this Lease Agreement.
23. NOTICES. All notices given to the Institute hereunder shall be forwarded to the Institute at the following address, until the College is notified otherwise:

InterCultural Advocacy Institute
Attn: Jaclyn Boland, CEO
612 Franklin Street
Clearwater, FL 33756
Jboland@hispanicoutreachcenter.org

All notices given to the College hereunder shall be forwarded to the College by registered or certified mail, return receipt requested at the following address, until the Institute is notified otherwise:

St. Petersburg College
Attn: Provost, Tarpon Springs Campus
P. O. Box 13489
St. Petersburg, FL 33733
With a copy to General Counsel's office

24. CONSTRUCTION OF LEASE. This Lease Agreement shall be governed by the laws of the State of Florida. Any changes in the applicable laws governing this Lease will necessitate a change in Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
25. LOSS; DAMAGE; INJURY; DEFECTS. The Institute shall store its property in and shall occupy the Leased Premises at its own risk. The College shall not be responsible or liable at any time for damage to the Institute's merchandise, equipment, fixtures or other personal property of the Institute or the Institute's business regardless of the cause, unless such damage is due to the College's negligence or wrongful act. The College shall not be responsible or liable to the Institute for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to the College's negligence, wrongful act, or failure to comply with this Lease Agreement, the College shall not be liable for any defect in the Tarpon Springs Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of the Institute or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the

occupancy, construction, operation, use of any of the Leased Premises, Tarpon Springs Campus, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Tarpon Springs Campus

26. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of this Lease Agreement, the College warrants and covenants the Institute shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
27. SEVERABILITY. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
28. WAIVER. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
29. COMPLETE AGREEMENT. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
30. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be effective only on delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Lease may be detached from any counterpart of this Lease without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Lease identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF the parties set their hands and seals on the date set forth above.

Board of Trustees of St. Petersburg College

By: _____


Dr. Tonjua Williams, President

Intercultural Advocacy Institute

By: _____

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Ayacorp LLC – Lease Agreement

Authorization is sought to enter into a new 3-year Lease Agreement with Ayacorp, LLC dba Natures Table Health Education Center (HEC) for the period, which is anticipated to commence on or before, March 1, 2023 and continue through February 28, 2026, with two, one-year optional renewals. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Caruth Health Education Center to Ayacorp, LLC to provide food services for HEC. The attached Lease Agreement provides for the lease of approximately 607 sq. feet for exclusive use by the Tenant for restaurant cooking and counter service at a monthly rate of \$400.00 for years 1 - 3 (\$4,800 annually), with a 3% increase for each optional renewal year thereafter. Rent will be paid in monthly installments, starting with the first month on March 1, 2023.

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

Prior to entering into or execution of 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.

Janette Hunt, Vice President, Finance & Business Operations; Mark Strickland, Provost, Health Education Center; Karen Reynolds, Director, Procurement; and Mia Conza, General Counsel recommend approval.

Attachment

LEASE
BETWEEN
AYACORP , LLC
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this _____ Day of _____, 2023, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord"(Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and AYACORP LLC d/b/a NATURE'S TABLE HEC, whose mailing address is PO Box 47813, St. Petersburg, Florida, 33743 ("AYACORP") 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 at the Health Education Center to provide 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.

2. TERM

- A. The term of this Lease (herein called "Lease Term") shall commence on approximately the **1st day of March 2023** (the "Commencement Date"). The Lease Term shall expire at 5:00 p.m. on **the 28th day of February 2026** (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon. The term of this Lease may be renewed and extended for up to two additional one-year periods by mutual agreement of the Parties. The Parties shall agree to such extension no later than three (3) months prior to the expiration of the then current term.
- B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").
- C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. 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. 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. 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. All rights of Tenant under this Paragraph 2(D) will be subject to the requirements of all applicable Building codes, zoning requirements, and federal, state,

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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.

- E.** In the event that either party commits a breach of a term or condition of this Agreement then the non-breaching party may give written notice to the breaching party describing said breach and the breaching party shall be provided sixty (60) days to cure said breach. In the event the breaching party is unable or unwilling to satisfactorily cure said breach completely within sixty (60) days then the non-breaching party may terminate this Agreement without penalty upon ninety (90) days written notice.

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. Each party shall provide documented support of such feedback upon the reasonable request of the other party. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request or fails to accommodate the request within the sixty (60) day period then the requesting party may provide twelve (12) months' written notice of its intent to terminate this Agreement. Such termination shall be without penalty.

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 for the lease term shall be \$400.00 per month, plus applicable sales tax for years one (1) through three (3), with a 3% increase for each optional renewal year thereafter.

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- C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.
- D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(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). 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. 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.

5. LANDLORD 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 to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building 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

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will have the right to prevent access to the Building 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.

6. PERMITTED USE

Tenant shall use and occupy the Premises only for and related uses as on-site food services, 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.

7. 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 "D" 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 "D". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

8. 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. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

- B.** Tenant will not, without Landlord's written consent, which consent shall not be unreasonably withheld, make alterations, additions or improvements in or about the

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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 that 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 "D" of this Lease.
- E. Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.
- F. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.
- G. Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

9. MECHANICS LEIN

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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 any way 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. 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 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 that any action affecting title to the Premises 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.

10. LANDLORDS 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:

Initials

- 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 Premise.
- 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 E) of the College. 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 by the College's Director of Procurement or AVP of Business Services.
- 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.

11. 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;

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5. Post written notices of non-responsibility or similar notices; or
6. Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Tenant, by this Paragraph 11, 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 11. 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 deems 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 11 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.

12. 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 any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) 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

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5. any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not 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 14 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.

13. 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 14 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 any leasehold improvements to the Premises in excess of the allowance, if any, 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 18, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property;

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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.
- B.** The insurance coverages and amounts in this Paragraph 13(A) will be reasonably determined by Landlord. 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 15 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 Premises or the contents of 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 15 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.

14. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS

- A.** At its sole cost and expense, Tenant will promptly comply with all laws, statutes,

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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 of 1990, 42 U.S.C. 12101 et seq., with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.

- B.** For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or 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 at the time Tenant becomes aware 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 16 will survive the expiration or other termination of this Lease.

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- C. Tenant will not do or permit to be done any act or thing upon the Premises that would (a) jeopardize or be in conflict with fire insurance policies covering the Premises and fixtures and property in the Premises; (b) increase the rate of fire insurance applicable to the Premises to an amount higher than it otherwise would be for general use of the Premises; 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.

15. 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.

16. DESTRUCTION OF PREMISES

In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which 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 cannot 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.

17. EVENTS 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

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written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;

- B.** Tenant vacates or abandons the Premises;
- C.** This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- D.** Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;
- E.** Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;
- F.** Tenant fails to take possession of the Premises on the Commencement Date of the Term; or
- G.** Tenant breaches any of the other agreements, terms, covenants, conditions, or rules and regulations of this Lease, 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.

18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT

- A.** If any one or more events of default set forth in Paragraph 17 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

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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.

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.
5. 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 18(A)(1), but on the contrary elects to take possession as provided in Paragraph 18(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

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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 18(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;
 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 18(B) and 18(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

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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 18.

19. 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.

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. 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.

21. MISCELLANEOUS

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- 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, Downtown Center
 PO Box 13489.
 St. Petersburg, FL 33733

Tenant: AYACORP LLC d/b/a NATURE'S TABLE HEC
 Amer N. Fackih (Manager)
 PO Box 47813
 St. Petersburg, FL 33743

- 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,

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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 "D") 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 19 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 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 or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.
- L. 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.

Initials

- M. 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.
- N. RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.
- O. 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.
- P. 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.
- Q. 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.
- R. EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.
- S. BROKER:** Tenant warrants that it did not have dealings with any broker.
- T. 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.
- U. CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:
1. Tenant is a valid and existing corporation;

Initials

2. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;
3. All franchise and other corporate taxes have been paid to the date of the Lease;
4. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;
5. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

V. **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.

W. **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.

X. **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 health department. This notice is given pursuant to 404.056(5) Florida Statutes.

Y. **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.

Initials

- Z. LIMITATION ON RECOURSE:** 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**AYACORP LLC d/b/a NATURE'S
TABLE HEC**

Initials

Signature

Name & Title

Date

ST. PETERSBURG COLLEGE

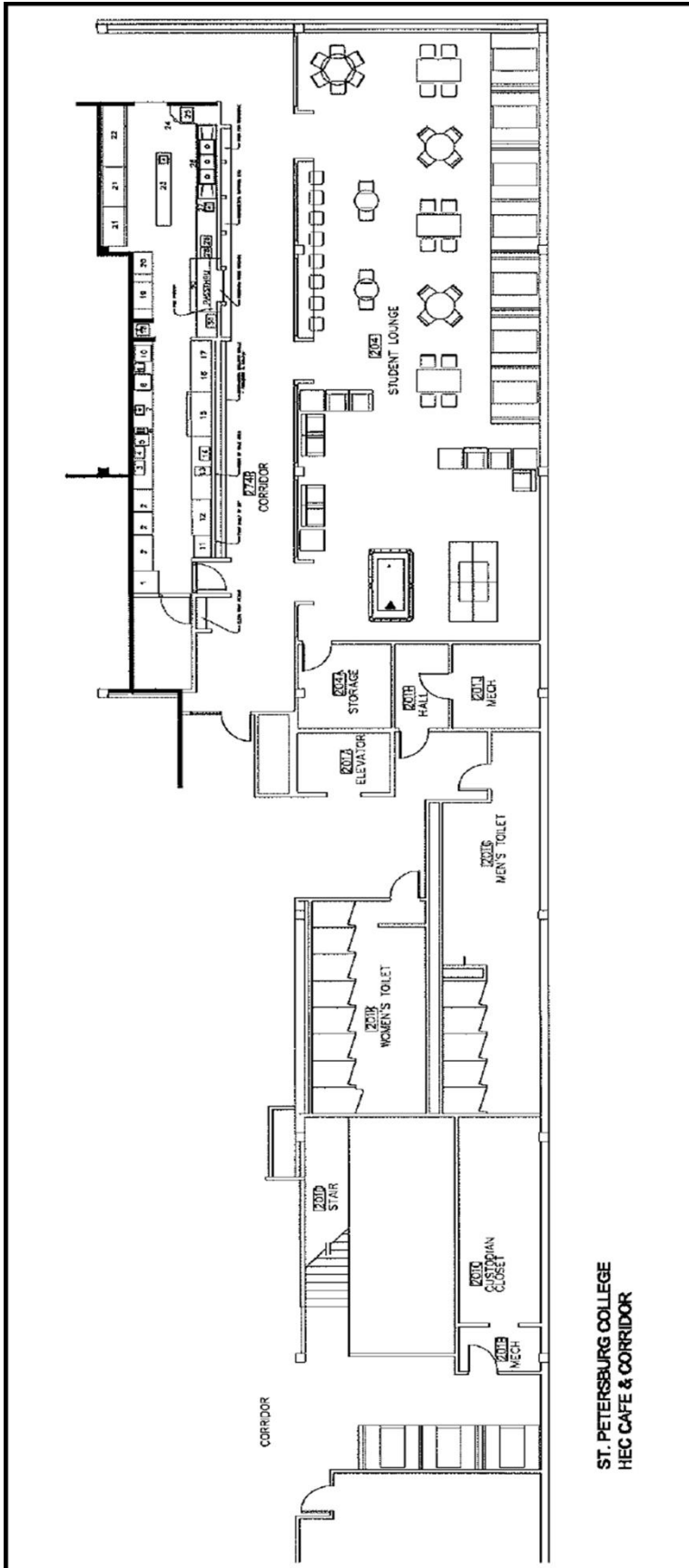
Signature

Name & Title

Date

Initials

EXHIBIT "A" - FLOOR PLAN



Initials

EXHIBIT "B" - EQUIPMENT LIST

Tag Number	Description	Model	Serial ID	Cost	Location
37156	Sink-Three Compartment- mobile	414-16-3-18		1,293.95	HC-HE201L
41397	5' True Sandwich Prep Station			1,281.50	HC-HE201L
43403	Ice Machine	KD0350A-161	1120002780	2,325.00	HC-HE201L
44184	Refrigerator 23 cu. ft.	AR23E	6092326	1,345.00	HC-HE201L
44311	Vitamix Blender w/sound cover	VM0145	036019160729379562	1,272.06	HC-HE201L
44313	Oven Convection Full Size	Xaft183	2016F0046832	2,110.71	HC-HE201L
44678	Turbo Air Refrigerator	M3R47-2-N	H2M3R4LD3060	2,532.00	HC-HE201L
45019	Refrig. Sandwich Prep Table	178SSPT71MHC	PN9142030040	2,319.00	HC-HE201L
45030	Freezer Reach In	TS-72F-HC	10231134	7,131.96	HC-HE201N
46115	Salad Prep Table Refrigerator	C-SP27-8HC	003210421092C0007	1,667.50	HC-HE201N

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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 any 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 "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- 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.

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Initials

EXHIBIT "D" - BUILDING RULES AND REGULATIONS

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below and by Landlord's Rules and College Procedures (<https://web.spcollege.edu/botrules/as>), which may be revised from time to time. 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 Services 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.

Initials

7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, 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. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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,

Initials

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.

16. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the 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.
17. 17. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
18. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

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EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR

Available at <https://www.spcollege.edu/academic-calendar>

SPC St. Petersburg College

QUICK LINKS SUPPORT SPC

TITANS LOGIN

FUTURE STUDENTS CURRENT STUDENTS FACULTY/STAFF FRIENDS + PARTNERS

ACADEMIC CALENDAR

Home | Academic Calendar

APPLY TO SPC

REQUEST INFO

ACADEMIC CALENDAR FOR ST. PETERSBURG COLLEGE

Some dates are subject to change.

Initials

LEASE ADDENDUM

THIS ADDENDUM dated _____ , is hereby agreed to and made a part of that certain lease agreement dated _____, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, designated "Landlord" and AYACORP, LLC, 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 established by Landlord through its Office of the Chief Campus Officer. Any changes of house will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted.

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

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

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

For Landlord: St. Petersburg College

For Tenant: AYACORP, LLC

SIGNATURE

SIGNATURE

Tonjua Williams, Ph.D., College President
& Secretary to the Board of Trustees

NAME


Legal Services Coordinator

TITLE

Initials

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Danafack LLC – Lease

Authorization is sought to enter into a new 3-year Lease Agreement with Danafack LLC dba Natures Table DTSP for the period, which is anticipated to commence on or before, May 1, 2023 and continue through April 30, 2026, with two, one-year optional renewals. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Downtown Campus to Danafack, LLC to provide food services. The attached Lease Agreement provides for the lease of approximately 632sq. feet for exclusive use by the Tenant for restaurant cooking and counter service at a monthly rate of \$1,030.69 for years 1 – 3, with a provision that the Landlord and Tenant agree that Tenant shall be released from payment of all rents owed and payable for the months of May, July and December. Anticipated annual revenue for years 1 – 3 is \$9,276.21, with a 3% increase for each optional renewal year thereafter. Rent will be paid in monthly installments, starting with the first month on June 1, 2023.

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

Prior to entering into or execution of 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.

Janette Hunt, Associate Vice President, Finance & Business Operations; Eric Carver, Provost, Downtown Center; Karen Reynolds, Director, Procurement; and Mia Conza, General Counsel recommend approval.

Attachment

LEASE
BETWEEN
DANAFACK , LLC
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this _____ Day of _____, 2023, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord"(Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and Danafack LLC d/b/a NATURE'S TABLE Downtown, whose mailing address is PO Box 47813, St. Petersburg, Florida, 33743 ("DANAFACK") 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 at St. Petersburg College's Downtown Campus, 244 Second Avenue North, St. Petersburg, Florida and the Premises shall have a mailing address of 163 Third Street North, St Petersburg FL 33701. Tenant shall lease 632 SF of space for exclusive use, hereafter referred to as the "Premises". In addition, Tenant shall utilize as shared space the adjacent 2,095 square feet of floor area together with all fixtures and improvements associated therewith. The Premises shall be leased for exclusive use by Tenant for restaurant cooking and counter service. Tenant will be charged rent on 632 SF.

2. TERM

- A. The term of this Lease (herein called "Lease Term") shall commence on approximately the 1st day of **May, 2023** (the "Commencement Date"). The Lease Term shall expire at 5:00 p.m. on **the 30th day of April, 2026** (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon. The term of this Lease may be renewed and extended for up to two additional one-year periods by mutual agreement of the Parties. The Parties shall agree to such extension no later than three (3) months prior to the expiration of the then current term.
- B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").
- C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. 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. 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. 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

Initials

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. All rights of Tenant under this Paragraph 2(D) 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.

- E. In the event that either party commits a breach of a term or condition of this Agreement then the non-breaching party may give written notice to the breaching party describing said breach and the breaching party shall be provided sixty (60) days to cure said breach. In the event the breaching party is unable or unwilling to satisfactorily cure said breach completely within sixty (60) days then the non-breaching party may terminate this Agreement without penalty upon ninety (90) days written notice.

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. Each party shall provide documented support of such feedback upon the reasonable request of the other party. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request or fails to accommodate the request within the sixty (60) day period then the requesting party may provide twelve (12) months' written notice of its intent to terminate this Agreement. Such termination shall be without penalty.

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.

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- B.** The monthly base rent for the lease term shall be \$1,030.69 per month, plus applicable sales tax for years one through three, with a 3% increase for each optional renewal year thereafter. The Landlord and Tenant agree that Tenant shall be released from payment of all rents owed and payable for the months of May, July and December during years one through three.
- C.** In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.
- D.** In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(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). 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. 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.

5. LANDLORD 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 to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or

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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 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 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.

6. PERMITTED USE

Tenant shall use and occupy the Premises only for and related uses as on-site food services, 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.

7. 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 "D" 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 "D". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

8. 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. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or

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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 that 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 "D" 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.

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

9. **MECHANICS LEIN**

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 any way 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. 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 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 that any action affecting title to the Premises 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

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laws now or hereafter existing, in order to protect the premises against any such liens. This section shall survive the termination of the Lease.

10. LANDLORDS RIGHTS

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

- A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.
- B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premise.
- 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 E) of the College. 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 by the College's Director of Procurement or AVP of Business Services.
- 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.

11. 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:

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

Tenant, by this Paragraph 11, 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 11. 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 deems 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 11 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.

12. 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 any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) 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;

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3. any breach by Tenant or its employees, agents, contractors, or invitees of this Lease; and
4. any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
5. any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not 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 14 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.

13. 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 14 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,

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on, or about any leasehold improvements to the Premises in excess of the allowance, if any, 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 18, 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 13(A) will be reasonably determined by Landlord.

- B.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to 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 15 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 Premises or the contents of 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.

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- D. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Paragraph 15 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.

14. 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 of 1990, 42 U.S.C. 12101 et seq., with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.
- B. For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or 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 at the time Tenant becomes aware 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

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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 16 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 that would (a) jeopardize or be in conflict with fire insurance policies covering the Premises and fixtures and property in the Premises; (b) increase the rate of fire insurance applicable to the Premises to an amount higher than it otherwise would be for general use of the Premises; 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.

15. 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.

16. DESTRUCTION OF PREMISES

In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which 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 cannot 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

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required by any authorized public authority) of either the Premises or the Building shall terminate this Lease.

17. EVENTS OF DEFAULT

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

18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT

- A.** If any one or more events of default set forth in Paragraph 17 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

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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.
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.
5. 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 18(A)(1), but on the contrary elects to take possession as provided in Paragraph 18(A)(2),

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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 18(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;
 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

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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 18(B) and 18(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 18.

19. 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.

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. 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

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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.

21. 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, Downtown Center
PO Box 13489.
St. Petersburg, FL 33733

Tenant: Danafack LLC d/b/a NATURE'S TABLE DOWNTOWN
Amer N. Fackih (Manager)
PO Box 47813
St. Petersburg, FL 33743

- 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

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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 "D") 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 19 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 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 or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base

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Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

- L. **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.

- M. **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.

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

- O. **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.

- P. **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.

- Q. **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.

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

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

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- T. 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.
- U. CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:
1. Tenant is a valid and existing corporation;
 2. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;
 3. All franchise and other corporate taxes have been paid to the date of the Lease;
 4. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;
 5. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.
- V. 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.
- W. 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.
- X. 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 health department. This notice is given pursuant to 404.056(5) Florida Statutes.

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- Y. 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.
- Z. LIMITATION ON RECOURSE:** 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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**DANAFACK LLC d/b/a NATURE'S
TABLE DOWNTOWN**

ST. PETERSBURG COLLEGE

Signature

Signature

Name & Title

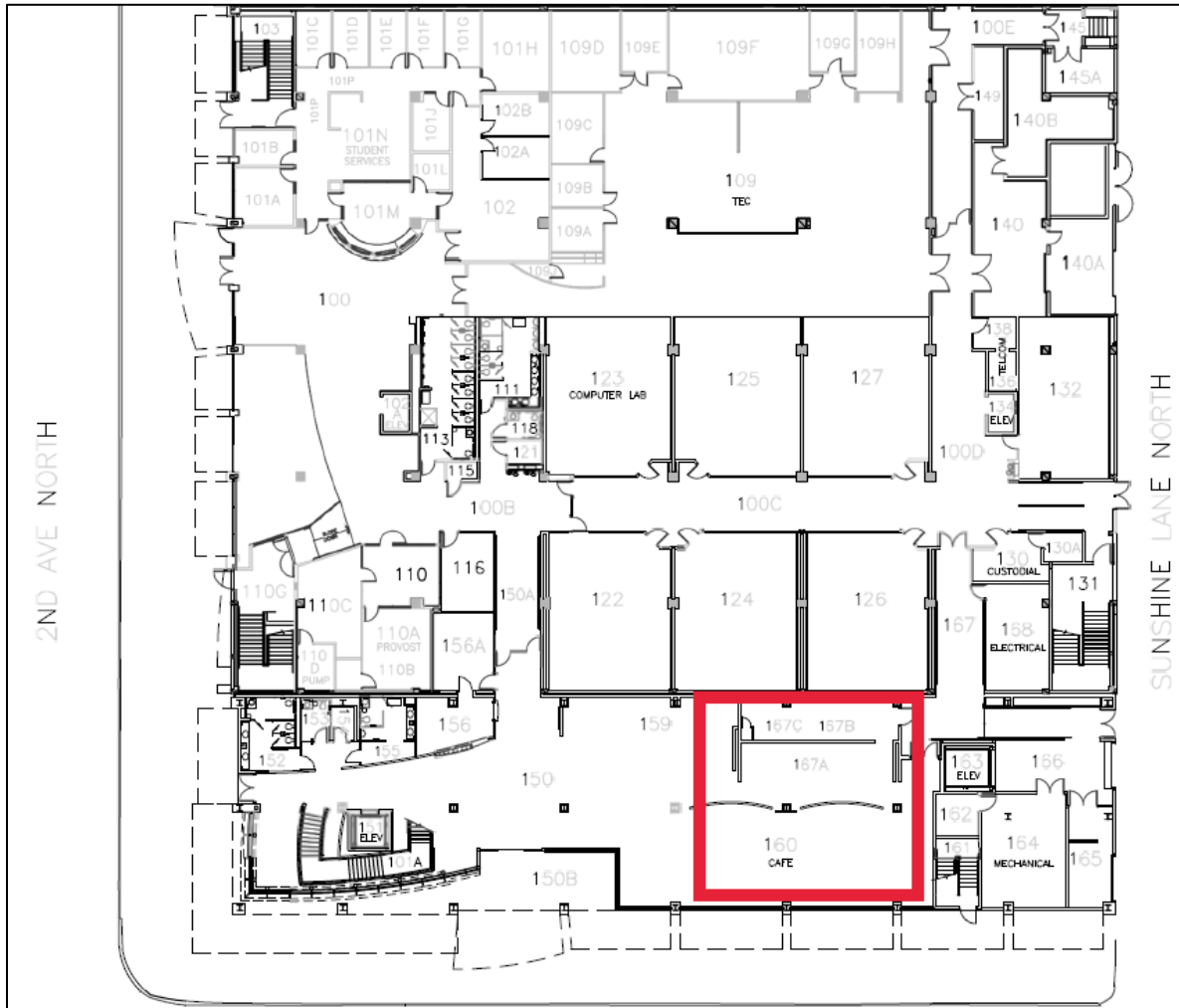
Name & Title

Date

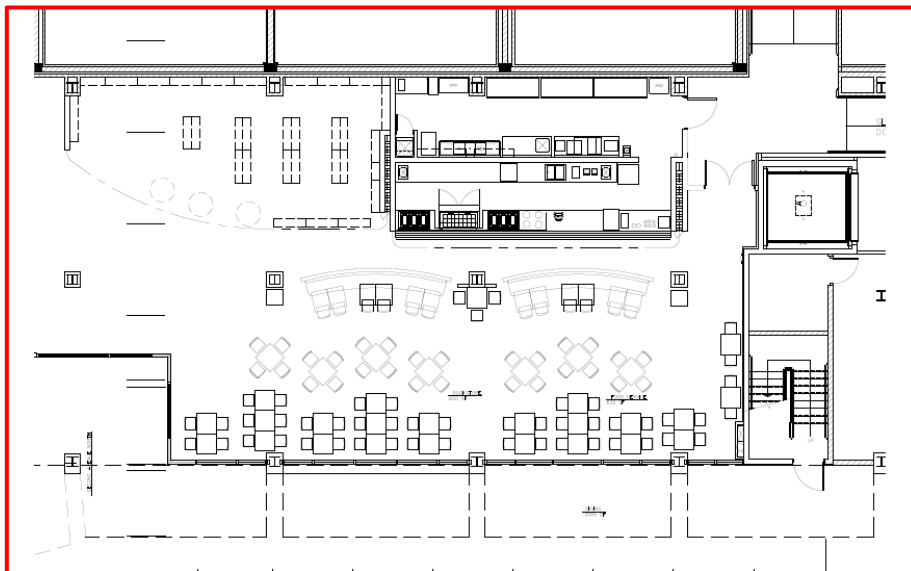
Date

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EXHIBIT "A" - FLOOR PLAN



ST. PETERSBURG COLLEGE - FACILITIES PLANNING & INSTITUTIONAL SERVICES	REVISION LOG		SCALE:	NTS
	9/23/21	WDA INVENTORY	SITE #:	15
			BLDG/FLR:	0501-01
	1ST FLOOR DOWNTOWN CENTER			



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EXHIBIT "B" - EQUIPMENT LIST

Not Applicable at this location

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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 any 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;

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- 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 "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- 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.

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EXHIBIT "D" - BUILDING RULES AND REGULATIONS

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below and by Landlord's Rules and College Procedures (<https://web.spcollege.edu/botrules/as>), which may be revised from time to time. 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 Services 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.

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7. 7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, 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. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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,

Initials

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.

16. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the 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.
17. 17. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
18. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

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EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR

Available at <https://www.spcollege.edu/academic-calendar>

SPC St. Petersburg College

QUICK LINKS SUPPORT SPC

TITANS LOGIN

FUTURE STUDENTS CURRENT STUDENTS FACULTY/STAFF FRIENDS + PARTNERS

ACADEMIC CALENDAR

Home | Academic Calendar

APPLY TO SPC

REQUEST INFO

ACADEMIC CALENDAR FOR ST. PETERSBURG COLLEGE

Some dates are subject to change.

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LEASE ADDENDUM

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, designated "Landlord" and Danafact, LLC, 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 established by Landlord through its Office of the Chief Campus Officer. Any changes of house will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted.

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

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

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

For Landlord: St. Petersburg College

For Tenant: Danafact, LLC

SIGNATURE

SIGNATURE

Tonjua Williams, Ph.D., College President
& Secretary to the Board of Trustees

NAME


Legal Services Coordinator

TITLE

Initials

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Janacorp LLC – Lease Agreement

Authorization is sought to enter into a new 3-year Lease Agreement with Janacorp, LLC dba Natures Table - Clearwater for the period, which is anticipated to commence on or before, May 1, 2023 and continue through April 30, 2026, with two, one-year optional renewals. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Clearwater Campus to Janacorp, LLC to provide food services for the Clearwater Campus. The attached Lease Agreement provides for the lease of approximately 1094 square feet of space in the designated Café space in the Ethics and Social Sciences building at a monthly rate of \$1,500.00 for years 1 - 3 (\$18,000 annually), with a 3% increase for each optional renewal year thereafter. Rent will be paid in monthly installments, starting with the first month on May 1, 2023.

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

Prior to entering into or execution of 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.

Janette Hunt, Vice President, Finance & Business Operations; Tashika Griffith, Provost, Clearwater Campus; Karen Reynolds, Director, Procurement; and Mia Conza, General Counsel recommend approval.

Attachment

LEASE
BETWEEN
JANACORP , LLC
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this _____ Day of _____, 2023, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord"(Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and Janacorp LLC d/b/a NATURE'S TABLE CLEARWATER, whose mailing address is PO Box 47813, St. Petersburg, Florida, 33743 ("JANACORP") 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 ES Building on the Clearwater Campus 2645 Drew Street, Clearwater, Florida, and shall include approximately 1094 square feet of floor area together with all fixtures and improvements associated therewith.

2. TERM

- A. The term of this Lease (herein called "Lease Term") shall commence on approximately the **1st day of May, 2023** (the "Commencement Date"). The Lease Term shall expire at 5:00 p.m. on **the 30th day of April, 2026** (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon. The term of this Lease may be renewed and extended for up to two additional one-year periods by mutual agreement of the Parties. The Parties shall agree to such extension no later than three (3) months prior to the expiration of the then current term.
- B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").
- C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. 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. 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. 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. All rights of Tenant under this Paragraph 2(D) will be subject

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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.

- E. In the event that either party commits a breach of a term or condition of this Agreement then the non-breaching party may give written notice to the breaching party describing said breach and the breaching party shall be provided sixty (60) days to cure said breach. In the event the breaching party is unable or unwilling to satisfactorily cure said breach completely within sixty (60) days then the non-breaching party may terminate this Agreement without penalty upon ninety (90) days written notice.

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. Each party shall provide documented support of such feedback upon the reasonable request of the other party. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request or fails to accommodate the request within the sixty (60) day period then the requesting party may provide twelve (12) months' written notice of its intent to terminate this Agreement. Such termination shall be without penalty.

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.
- A. The monthly base rent for the lease term shall be \$1,500.00 per month, plus applicable sales tax for years one through three, with a 3% increase for each optional renewal year thereafter.

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- B. 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.
- C. 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). 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. 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.

5. LANDLORD 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 to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or

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other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building 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.

6. PERMITTED USE

Tenant shall use and occupy the Premises only for and related uses as on-site food services, 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.

7. 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 "D" 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 "D". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

8. 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. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by Tenant moving in or out of the Premises. Any repairs not promptly made by Tenant may be made by Landlord, and the cost of such repairs, together with a sum equal to fifteen percent (15%) of said costs for overhead and administration, shall be immediately due and payable by Tenant to Landlord and collectable as Additional Rent.

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- 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 that 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 "D" of this Lease.
- E.** Tenant shall not place or maintain any coin operated vending machines within the Premises or the Building.
- F.** Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant, and Landlord shall not be liable for theft thereof or of money deposited therein or for any damages thereto, such theft or damage being the sole responsibility of Tenant.
- G.** Tenant shall indemnify Landlord and hold Landlord harmless from and against every claim or liability arising from any alteration or addition performed by Tenant, including but not limited to bodily injury (including death) and property damages, and including but not limited to mechanic's or similar liens, and shall make such arrangement Landlord may reasonably require to protect the Premises from mechanic's liens or similar liens.

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9. MECHANICS LEIN

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 any way 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. 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 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 that any action affecting title to the Premises 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.

10. LANDLORDS RIGHTS

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

- A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.
- B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premise.
- 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 E) of the College. 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 by the College's Director of Procurement or AVP of Business Services.
- 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.

11. 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;

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

Tenant, by this Paragraph 11, 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 11. 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 deems 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 11 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.

12. 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 any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) 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

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4. any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
5. any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not 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 14 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.

13. 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 14 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 any leasehold improvements to the Premises in excess of the allowance, if any, 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 18, Tenant

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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 13(A) will be reasonably determined by Landlord.

- B.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to 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 15 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 Premises or the contents of 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 15 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.

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14. 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 of 1990, 42 U.S.C. 12101 et seq., with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.
- B.** For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or 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 at the time Tenant becomes aware 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

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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 16 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 that would (a) jeopardize or be in conflict with fire insurance policies covering the Premises and fixtures and property in the Premises; (b) increase the rate of fire insurance applicable to the Premises to an amount higher than it otherwise would be for general use of the Premises; 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.

15. 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.

16. DESTRUCTION OF PREMISES

In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which 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 cannot 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.

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17. EVENTS OF DEFAULT

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

18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT

- A.** If any one or more events of default set forth in Paragraph 17 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

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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.
 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.
 5. 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 18(A)(1), but on the contrary elects to take possession as provided in Paragraph 18(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

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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 18(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;
 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%.

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D. Any suit or suits for the recovery of the amounts and damages set forth in Paragraphs 18(B) and 18(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 18.

19. 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.

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. 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

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obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

21. 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, Downtown Center
PO Box 13489.
St. Petersburg, FL 33733

Tenant: Janacorp LLC d/b/a NATURE'S TABLE CLEARWATER
Amer N. Fackih (Manager)
PO Box 47813
St. Petersburg, FL 33743

- 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

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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 "D") 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 19 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 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 or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.

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- L. 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.
- M. 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.
- N. RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.
- O. 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.
- P. 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.
- Q. 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.
- R. EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.
- S. BROKER:** Tenant warrants that it did not have dealings with any broker.
- T. 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.

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- U. **CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:
1. Tenant is a valid and existing corporation;
 2. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;
 3. All franchise and other corporate taxes have been paid to the date of the Lease;
 4. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;
 5. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.
- V. **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.
- W. **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.
- X. **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 health department. This notice is given pursuant to 404.056(5) Florida Statutes.
- Y. **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

Initials

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.

- Z. LIMITATION ON RECOURSE:** 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Initials

**JANACORP LLC d/b/a NATURE'S
TABLE CLEARWATER**

ST. PETERSBURG COLLEGE

Signature

Name & Title

Date

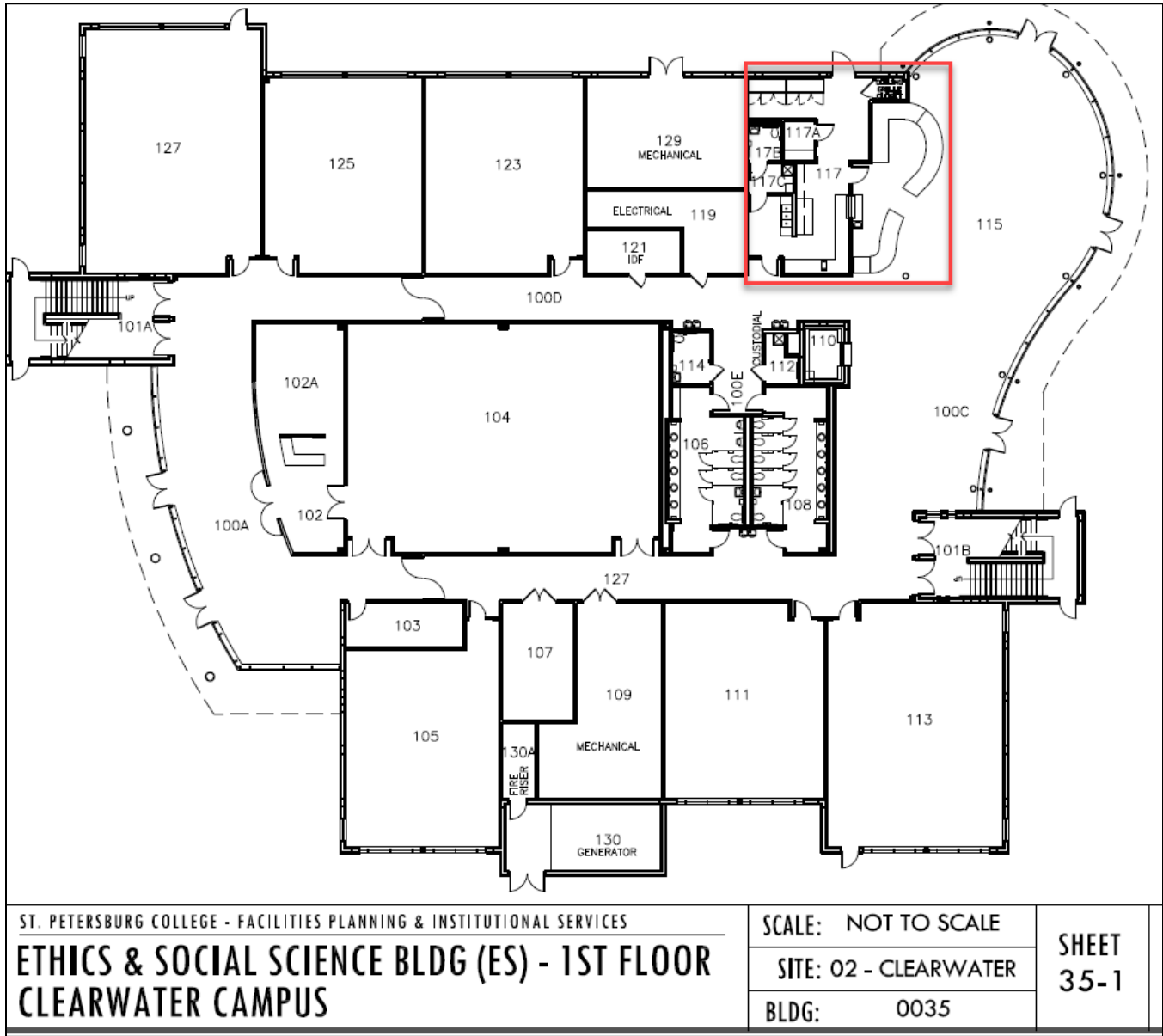
Signature

Name & Title

Date

Initials

EXHIBIT "A" - FLOOR PLAN



ST. PETERSBURG COLLEGE - FACILITIES PLANNING & INSTITUTIONAL SERVICES
ETHICS & SOCIAL SCIENCE BLDG (ES) - 1ST FLOOR
CLEARWATER CAMPUS

SCALE: NOT TO SCALE
 SITE: O2 - CLEARWATER
 BLDG: 0035

SHEET
35-1

Initials _____

EXHIBIT "B" - EQUIPMENT LIST

Tag Number	Description	Model	Serial ID	Cost	Location
42135	Sink 3 Compartment Regaline	9-43-72-24-RL		1,770.53	CL-ES117
42136	Refrigerator 3 Section	MBR-72S	LJ0016	4,158.35	CL-ES117
42141	Countertop Sandwich Refrig.	TSSU-27-8D-2	7629173	2,532.34	CL-ES117
44062	Cabinet Uninsulated 18 in Pan	VHFA18	WM0002467	1,828.28	CL-ES117
44064	Refrigerator 2 door	R49-5	R49S17010084	2,571.35	CL-ES117
44068	Blender w/Sound Cover	VM0145	036019170508153782	1,229.45	CL-ES117
44069	Blender w/Sound Cover	VM0145	036019170508153781	1,229.45	CL-ES117
44762	Fryer - Countertop 15lb	530TF	FE532F2516A2249	1,332.00	CL-ES117
44922	Four Pan Hot Food Well	HFW-4D-208	8034519100001	2,607.22	CL-ES117
44924	True Refrigerator Dbl Door	GDM-4156-60-HC-LD	9881389	3,579.00	CL-ES117
44933	Freezer Undercounter Stainless	17855uc48fhc	6545250420081615	1,749.00	CL-ES117
44935	Sandwich Prep Table Refrig.	17855pt71mhc	6306420320050242	2,499.00	CL-ES117
45991	Ice Machine	KDT0300a-161	112071538	3,695.00	CL-ES117
46056	Refrigerated Prep Cart Smoothy	tssu-27-08-hc 2519883	10303165	2,780.75	CL-ES117
42134	Convection Oven	Zeph 240E	1207122E0385	3,457.43	CL-ES117
42131	Electric Griddle Counter Unit	736T	73600407	2,781.58	CL-ES117
37812	Refrigerated Counter	TWT-48	5012964	1,779.00	CL-ES117

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 any 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 "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- 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.

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Initials

EXHIBIT "D" - BUILDING RULES AND REGULATIONS

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below and by Landlord's Rules and College Procedures (<https://web.spcollege.edu/botrules/as>), which may be revised from time to time. 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 Services 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.

Initials

7. 7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, 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. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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,

Initials

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.

16. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the 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.
17. 17. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
18. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

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EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR

Available at <https://www.spcollege.edu/academic-calendar>

SPC St. Petersburg College

QUICK LINKS SUPPORT SPC

TITANS LOGIN

FUTURE STUDENTS CURRENT STUDENTS FACULTY/STAFF FRIENDS + PARTNERS

ACADEMIC CALENDAR

Home | Academic Calendar

APPLY TO SPC

REQUEST INFO

ACADEMIC CALENDAR FOR ST. PETERSBURG COLLEGE

Some dates are subject to change.

Initials

LEASE ADDENDUM

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, designated "Landlord" and Janacorp, LLC, 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 established by Landlord through its Office of the Chief Campus Officer. Any changes of house will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted.

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

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

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

For Landlord: St. Petersburg College

For Tenant: Janacorp, LLC

SIGNATURE

SIGNATURE

Tonjua Williams, Ph.D., College President
& Secretary to the Board of Trustees

NAME


SPC Legal Services Coordinator

TITLE

Initials

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Nourfack LLC – Lease Agreement

Authorization is sought to enter into a new 3-year Lease Agreement with Nourfack, LLC dba Natures Table Seminole for the period, which is anticipated to commence on or before, March 1, 2023 and continue through February 28, 2026, with two, one-year optional renewals. This authorization also includes authority for the President to enter into any amendments, extensions or renewals of the foregoing lease, including, but not limited to, changes to the lease period, price per square foot, and space utilized.

The College proposes leasing space at the Seminole Campus to Nourfack, LLC to provide food services on the campus. The attached Lease Agreement provides for the lease of approximately 352 square feet in the designated Café space of the University Partnership Center at a monthly rate of \$500.00 for years 1 - 3 (\$6,000 annually), with a 3% increase for each optional renewal year thereafter. Rent will be paid in monthly installments, starting with the first month on March 1, 2023.

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

Prior to entering into or execution of 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.

Janette Hunt, Vice President, Finance & Business Operations; Mark Strickland, Provost, Seminole Campus; Karen Reynolds, Director, Procurement; and Mia Conza, General Counsel recommend approval.

Attachment

LEASE
BETWEEN
NOURFACK , LLC
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

Initials

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COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this ____ Day of _____, 2023, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, herein designated "Landlord"(Board of Trustees, St. Petersburg College, PO Box 13489, St. Petersburg, Florida, 33733), and Nourfack LLC d/b/a NATURE'S TABLE SEMINOLE, whose mailing address is PO Box 47813, St. Petersburg, Florida, 33743 ("NOURFACK") 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 on the Seminole Campus, 9200 113th St. N., Seminole FL 33772. This lease includes 352 square feet of exclusive use space and shall be leased by the tenant for the preparation and serving of food.

2. TERM

- A. The term of this Lease (herein called "Lease Term") shall commence on approximately the 1st **day of March, 2023** (the "Commencement Date"). The Lease Term shall expire at 5:00 p.m. on the **28th day of February, 2026** (the "Termination Date"). The Commencement Date may be modified where mutually agreed upon. The term of this Lease may be renewed and extended for up to two additional one-year periods by mutual agreement of the Parties. The Parties shall agree to such extension no later than three (3) months prior to the expiration of the then current term.
- B. Landlord and Tenant shall be bound by the terms and conditions of the Lease, and such terms and conditions are in full force and effect, on the date upon which the Lease is fully executed by Landlord and Tenant (the "Effective Date").
- C. Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. 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. 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. 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. All rights of Tenant under this Paragraph 2(D) will be subject

Initials

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.

- E. In the event that either party commits a breach of a term or condition of this Agreement then the non-breaching party may give written notice to the breaching party describing said breach and the breaching party shall be provided sixty (60) days to cure said breach. In the event the breaching party is unable or unwilling to satisfactorily cure said breach completely within sixty (60) days then the non-breaching party may terminate this Agreement without penalty upon ninety (90) days written notice.

Each party shall also provide periodic feedback to the other party regarding the business relationship between the parties, the quality of the services provided by Tenant on the Premises and the business success of the Tenant. Each party shall provide documented support of such feedback upon the reasonable request of the other party. This feedback shall occur at least twice annually. In the event that either party's feedback includes a request of other party then the non-requesting party may refuse or accept the request. In the event the non-requesting party accepts the request then it shall be provided sixty (60) days to accommodate said request. In the event the non-requesting party refuses the request or fails to accommodate the request within the sixty (60) day period then the requesting party may provide twelve (12) months' written notice of its intent to terminate this Agreement. Such termination shall be without penalty.

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.

Initials

- B. The monthly base rent for the lease term shall be \$500.00 per month, plus applicable sales tax for years one through three, with a 3% increase for each optional renewal year thereafter.
- C. In addition, Tenant shall and hereby agrees to pay Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes and/or impositions, now in existence or hereinafter imposed, based on the privilege of renting the space leased hereunder or upon the total amount of rental and other fees collected therefore, including Additional Rent as specified below. Nothing herein shall, however, be taken to require Tenant to pay any part of any Federal and State Taxes on income imposed upon Landlord.
- D. In the event Tenant's Monthly Rent and/or Additional Rent (as defined in Paragraph 3(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). 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. 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.

5. LANDLORD 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 to temporarily discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary governmental energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of

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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 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 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.

6. PERMITTED USE

Tenant shall use and occupy the Premises only for and related uses as on-site food services, 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.

7. 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 "D" 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 "D". Tenant shall submit to Landlord a detailed plan of the space to be approved in writing by landlord.

8. 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. Notwithstanding anything to the contrary herein, Tenant shall promptly repair to the satisfaction of Landlord any injury or damage to the Premises or Building caused by the misuse or neglect thereof by Tenant, or by persons permitted on the Premises by Tenant, or by

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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 that 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 "D" 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

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

9. MECHANICS LEIN

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 any way 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. 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 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 that any action affecting title to the Premises 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.

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10. LANDLORDS RIGHTS

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

- A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.
- B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the Premise.
- 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 E) of the College. 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 by the College's Director of Procurement or AVP of Business Services.
- 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.

11. 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;

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

Tenant, by this Paragraph 11, 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 11. 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 deems 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 11 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.

12. 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 any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) 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

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4. any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant; and/or
5. any injury to any person or persons, including death, resulting at any time therefrom, occurring in or about the Premises not otherwise caused by, or resulting from, the fault or negligence of Landlord.

Without in any way limiting the above, the Tenant agrees to indemnify the Landlord from any and all liability which may arise or be claimed in favor of any persons, for injuries or damages to the person or property of any person arising from Tenant's use of the Premises and for any damage occasioned by or resulting from the breakage, leakage, or obstruction of the water, gas, sewer pipes or of the roof or rain ducts, or any fire sprinkler or other quenching system, or of other leakage or overflow, or from carelessness, negligence or improper conduct on the part of Tenant or the Tenant's employees, subtenant (if any), or agents. The Landlord shall not be liable for any damage, loss or injury by reason of water, rain, fire, storms or accidents or by reason of the acts of any other Tenants, and the Rents shall not 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 14 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.

13. 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 14 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 any leasehold improvements to the Premises in excess of the allowance, if any, 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

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destroyed; however, if this Lease ceases under the provisions of Paragraph 18, 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 13(A) will be reasonably determined by Landlord.

- B.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to 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 15 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 Premises or the contents of 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 15 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.

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14. 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 of 1990, 42 U.S.C. 12101 et seq., with the requirements of any board of fire underwriters or other similar body constituted now or after this date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Premises or the Building, unless required by the unique nature of Tenant's use or occupancy of the Premises.
- B.** For purposes of this lease, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or 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 at the time Tenant becomes aware 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

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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 16 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 that would (a) jeopardize or be in conflict with fire insurance policies covering the Premises and fixtures and property in the Premises; (b) increase the rate of fire insurance applicable to the Premises to an amount higher than it otherwise would be for general use of the Premises; 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.

15. 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.

16. DESTRUCTION OF PREMISES

In the event of (a) partial destruction of the Premises or the Building in which the Premises are located during the Lease Term which requires repairs to either the Premises or the Building or (b) the Premises or the Building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which 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 cannot 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.

17. EVENTS OF DEFAULT

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

18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT

- A. If any one or more events of default set forth in Paragraph 17 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.

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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.
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.
5. 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 18(A)(1), but on the contrary elects to take possession as provided in Paragraph 18(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

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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 18(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;
 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 18(B) and 18(C) may be brought by Landlord, from time to time, at Landlord's election,
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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 18.

19. 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.

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. 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.

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21. 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, Downtown Center
PO Box 13489
St. Petersburg, FL 33733

Tenant: Nourfack LLC d/b/a NATURE'S TABLE SEMINOLE
Amer N. Fackih (Manager)
PO Box 47813
St. Petersburg, FL 33743

- 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

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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 "D") 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 19 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 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 or any other sums due from Tenant to Landlord shall be deemed as accord and satisfaction. Landlord may accept such check or payment without being subject to the terms of any such endorsement or statement and without prejudice to Landlord's right to recover the balance of all Base Rent or any other charges due Landlord or Landlord's right to pursue any other remedy provided in this Lease.
- L. 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

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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.

- M. 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.
- N. RELATIONSHIP OF PARTIES:** The parties are only landlord and tenant and are not partners or in any other business relationship.
- O. 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.
- P. 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.
- Q. 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.
- R. EXHIBITS:** All exhibits to this Lease are by this provision incorporated into this Lease as a material part hereof.
- S. BROKER:** Tenant warrants that it did not have dealings with any broker.
- T. LEASE NOT TO BE RECORDED:** Either party's recordation of this Lease or any memorandum or short form of it will be void and default under this Lease.
- U. CORPORATE WARRANTIES BY TENANT:** If Tenant is a corporation, the parties executing the Lease on behalf of Tenant represent and warrant to Landlord, that:

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1. Tenant is a valid and existing corporation;
2. All things necessary to qualify Tenant to do business in the State of Florida have been accomplished prior to the date of the Lease;
3. All franchise and other corporate taxes have been paid to the date of the Lease;
4. All forms, reports, fees and taxes required to be filed or paid by such corporation have been filed or paid;
5. The certified copy of a corporate resolution so stating delivered to Landlord concurrently with the execution of the Lease.

V. **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.

W. **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.

X. **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 health department. This notice is given pursuant to 404.056(5) Florida Statutes.

Y. **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)

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will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

- Z. LIMITATION ON RECOURSE:** 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**NOURFACK LLC d/b/a NATURE'S
TABLE SEMINOLE**

Initials

Signature

ST. PETERSBURG COLLEGE

Name & Title

Date

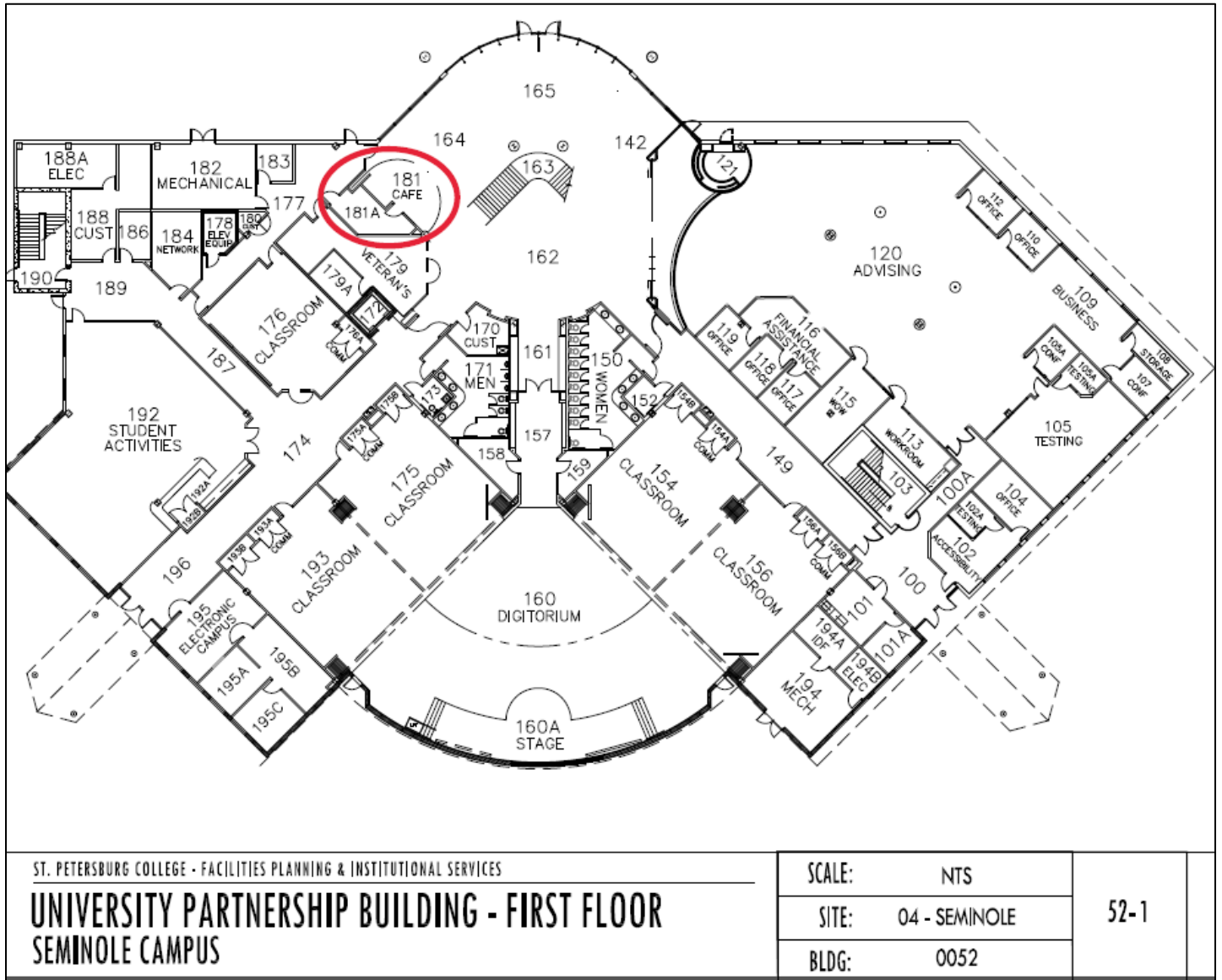
Signature

Name & Title

Date

Initials

EXHIBIT "A" - FLOOR PLAN



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EXHIBIT "B" - EQUIPMENT LIST

Tag Number	Description	Model	Serial ID	Cost	Location
45103	Vitamix Blender	VM0145	036019220620595681	1,259.05	SE-UP181
44953	Refrigerated Sand. Prep Table	SS-PT-60M-HC	6181421319070810	1,994.00	SE-UP181
44316	Table Sandwich Prep 27"	SP27-8	SP27-8-16060050	1,325.66	SE-UP181
44315	Vitamix Blender w/sound cover	VMO-145	036019150416111383	1,238.00	SE-UP181
44952	Manitowoc Ice Machine	399-IYT0500A161	1120536560	2,440.33	SE-UP181A
44317	Oven Convection half size	XAF023	2016F0041542	1,155.84	SE-UP181A

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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 any 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;

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- h. Landlord may file and record at the time of the execution of this Lease a notice of non-responsibility 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 non-fixtured 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 "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- 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.

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EXHIBIT "D" - BUILDING RULES AND REGULATIONS

1. Rules and Regulations. Tenant agrees to comply with and observe the rules and regulations set forth below and by Landlord's Rules and College Procedures (<https://web.spcollege.edu/botrules/as>), which may be revised from time to time. 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 Services 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.

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7. Expulsion. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
8. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, 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. Storage. The Premises shall not be used as storage or warehouse space for any other business owned and operated by Tenant.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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,

Initials

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.

16. No Solicitation. Tenant shall not solicit business in or hold demonstrations in the parking areas or Common Areas nor distribute any handbills or other advertising matter to, in, or upon any automobiles located in parking areas or in Common Areas except with prior written consent of the Landlord. Canvassing, soliciting and distribution of handbills or any other written material and peddling in the 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.
17. 17. Vending Machines. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.
18. Safety Compliance. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

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EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR

Available at <https://www.spcollege.edu/academic-calendar>

SPC St. Petersburg College

QUICK LINKS SUPPORT SPC

TITANS LOGIN

FUTURE STUDENTS CURRENT STUDENTS FACULTY/STAFF FRIENDS + PARTNERS

ACADEMIC CALENDAR

Home | Academic Calendar

APPLY TO SPC

REQUEST INFO

ACADEMIC CALENDAR FOR ST. PETERSBURG COLLEGE

Some dates are subject to change.

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LEASE ADDENDUM

THIS ADDENDUM dated _____, is hereby agreed to and made a part of that certain lease agreement dated _____, by and between the Board of Trustees St. Petersburg College, a political subdivision of the state of Florida, designated "Landlord" and Nourfack, LLC, 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 established by Landlord through its Office of the Chief Campus Officer. Any changes of house will be negotiated with Landlord if needed. Tenant can be open additional hours if warranted.

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

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

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

For Landlord: St. Petersburg College

For Tenant: Nourfack, LLC

SIGNATURE

SIGNATURE

Tonjua Williams, Ph.D., College President
& Secretary to the Board of Trustees

NAME

TITLE

SPC Legal Services Coordinator

Initials

Foundation Report

BOT February 2023 Update

Mission Moment



Ron Cunningham is a single father currently pursuing an Associate in Arts degree with the hopes of becoming a physician's assistant. Ron says "With a career as a PA, I know my answer to "how was your day" will always be, "life-changing." This scholarship will help me achieve my educational and career goals."

Ron's thank you message to the donor:

Dear Scholarship Sponsor,

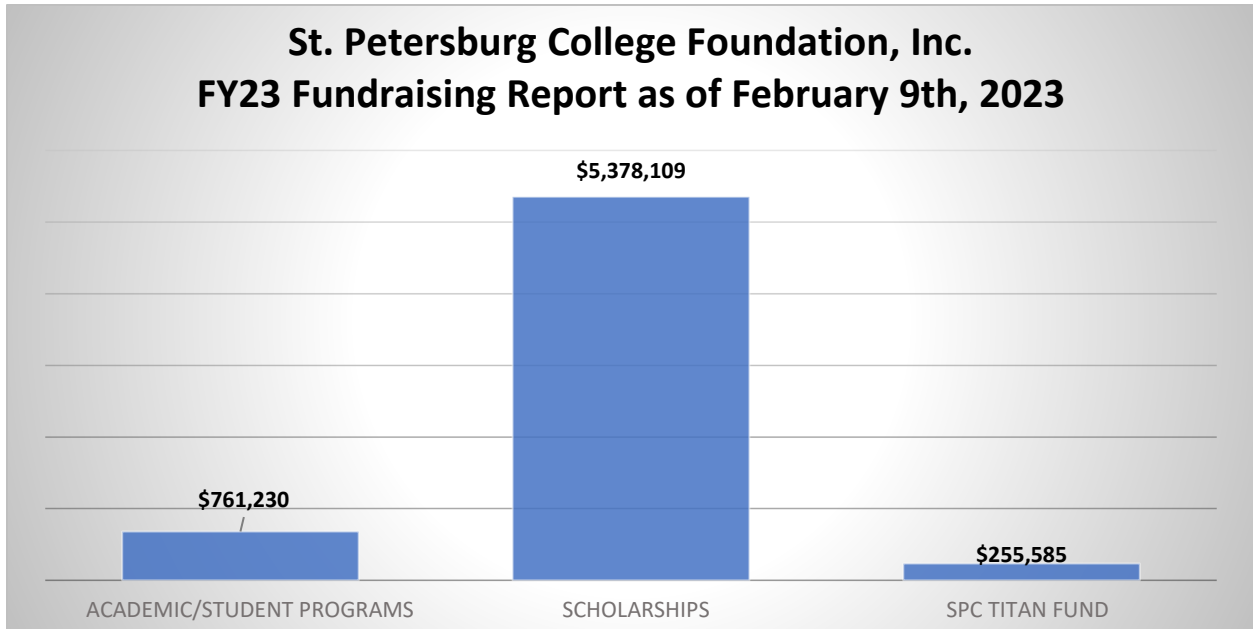
A significant challenge I faced was financial insecurity. I have worked multiple jobs while going to school to make ends meet. It was difficult to balance my jobs, schoolwork, and family time. Being overwhelmed and stressed plagued my life. To overcome these hardships, sacrifices in terms of my social life and extracurricular activities were halted. I had to be mindful of spending and make sure budget my finances thoroughly. The experience taught me the importance of financial planning and made me aware of the importance of saving. These lessons have shaped my academic and career goals by making me more responsible with my finances and more aware of the importance of financial planning.

These experiences shaped my academic and career goals. Each of these ordeals taught me important lessons that I have been able to apply to my goals. Each of these experiences has shaped my goals in different ways, but all have helped me to become more independent, self-sufficient, and global in my perspective.

Sincerely,

Ron Cunningham

Dashboard



Fund Category	FY23	FY22
Academic/Student Programs	\$ 761,230	\$ 3,790,292
Scholarships	\$ 5,378,109	\$ 3,871,441
SPC Titan Fund	\$ 255,585	\$ 177,204
Total:	\$ 6,394,924	\$ 7,838,937

Expense Report:

As of January 31st, the Foundation provided the following support to SPC:

- **\$1.4M** in scholarships to SPC students.
- **\$1.2K** in program support, providing support to such programs as
 - Alumni Association
 - Academic Affairs Department
 - African American Male Initiative
 - Athletic Boosters
 - Black Girl Magic Event
 - Business Plan & Elevator Pitch Competition
 - College of Education
 - College of Nursing
 - Dental Hygiene Department
 - Fall Enrollment Initiative
 - Grants Department
 - Humanities & Fine Arts Department

- Learning Resources Centers
- College Marketing & Communications
- Mental Health Awareness/Allied Health
- Natural Sciences
- Palladium Theater
- Social Justice Initiative
- SPC Collegiate High School
- Veterinary Technology Program
- Welcome Back Titans Event
- Women on the Way & Keys to Manhood
- Workforce Development

Success & News

On January 31st, SPC Alum and Astronaut Nicole Stott paid a visit to the LRMA Museum.



Photographed at the Leepa-Rattner Museum is SPC's Alum, Nicole Stott with student.

Not only did Nicole Stott discuss what went into writing her new book, "Back to Earth: What Life in Space Taught Me About Our Home Planet -And Our Mission to Protect It" but she also discussed life on in Space and being on the ISS!

Topic of the Month

- The 23rd Annual Donors & Scholars Luncheon held at the Hilton Carillon Parkway on March 28th, 2023 from 11:30 AM to 1:00 PM.

February 2023

Programs

January 31st, 2023 @ Leepa-Rattner Museum of Art (7:00 pm to 8:00 pm)

“eARTh from SPACE” with Nicole Stott, Astronaut and Artist

In collaboration with the Leepa-Rattner Museum of Art, ISPS and Dr. Sid Martin, astronaut and artist Nicole Stott gave a special presentation “eARTh from SPACE,” which addressed the connection between art and space. Around 160 people attended the event in person with another 15 watching online.

February 23rd, 2023 via Zoom (1:30 pm to 2:30 pm)

Agriculture in Florida

Join ISPS virtually for a panel discussion to delve into agriculture policy in Florida, workforce issues and challenges in the industry.

News

- ISPS published its [2022 End of the Year Report](#), [Executive Director Report](#) and [Spring 2023 Save the Dates](#).
- Matthew Lee, ISPS Graphic Designer, recently published an [article](#) in the St. Pete Catalyst chronicling his ISPS and SPC journey.
- The ISPS Board of Directors will meet on February 13th at 6pm in Collaborative Labs.
- ISPS recently published its [January](#) newsletter.



Kindly follow us on:



Kimberly G. Jackson, Esq.
Executive Director
ISPS

**Palladium Board Report
February 2023**

1. The Palladium's winter season is in full swing. We partnered with the Woodson Museum on an afternoon dedicated to African American Classical Music that drew 350 guests. Shows featuring the Florida Orchestra, The Tampa Bay Symphony and the debut of our 2023 Palladium Chamber Series were among the highlights.
2. The Palladium Capital Campaign Committee met this week. We have completed a video presentation and a printed piece that can be shared with donors and at community events. The campaign has not been officially announced at this time.
3. As part of the renovation campaign, we have met with local, state and federal elected officials seeking support and Executive Director Paul Wilborn spoke to the Legislative Delegation meeting at the Clearwater campus in January.
4. The Palladium's Fellowship program, which provides \$2,500 stipends to 12 area performers or arts groups, gathered for a reception and photographs in January. The recipients' obligation is to create new work that we will present at the Palladium. This culturally diverse group includes artists working in jazz, pop, dance, chamber music, blues, and new music. Shows will be presented on our mainstage or Side Door in 2023 and 2024.
5. February Events: <https://mypalladium.org/event-listing/>

**Leepa-Rattner Museum of Art (LRMA)
February 2023 Report of SPC BOT**

LRMA Updates –

- LRMA/Director, TS Provost, and LRMA Advisory Board revising the Board Roles and Responsibilities.
- SPC grants department assisting LRMA with IMLS grant application for Organizational MAP Assessment for strategic planning preparation of AAM Reaccreditation self-study due Nov. 1, 2023.
- LRMA is expanding art storage, the old museum store space is being repurposed as a Resource Center Interactive Space for students and community.
- LRMA is partnering with the Learning Resource Center to create a “satellite” art/library space.

LRMA Exhibitions –

- **Current:**
 - *48th Annual International Miniature Art Show* (Jan. 15 – Feb. 5, 2023) - More than 600 miniature artworks from around the world and daily artist demonstrations. **(More than 2,200 visitors in 3 weeks).**
 - *Structure of Prints: The Dorothy Mitchell Collection* (Aug. 12, 2022 – March 12, 2023)
 - *Building Legacies: Architecture & Design, Joe Constantino Photography* (Oct. 22, 2022-Feb. 12, 2023)
- **Upcoming:** Spring 2023 exhibitions celebrate the Performing Arts. Partnerships include The Palladium and the Morean Art Center in honor of BEACON Dance event and Tom Kramer dance photography showing at multiple venues.
 - *ARTS ALIVE! Performance in Art, featuring Fernand Léger’s Le Cirque* (February 25 – May 21, 2023)
 - More than fifty vibrant works by modern masters from around the world, including Picasso, Calder, Léger, Rattner and more, highlight the performing arts including theater, dance, and the circus.
 - *The Palladium Series: The Other Side of Dance, Tom Kramer Photography* (February 25 – May 21, 2023)
 - Photographed during COVID at the Palladium, Kramer’s dramatic series explores the possibilities of movement, form, and beauty through dance. Kramer passed away Aug. 11, 2022. Co-marketing and collaborative programs with Palladium and the Morean.
 - *Herb Snitzer: In the Present* (February 18- June 25, 2023)
 - Herb Snitzer was a renowned photojournalist, best known for his iconic jazz portraits including Miles Davis, Louis Armstrong and Nina Simone. Snitzer passed away Dec. 31, 2022.
 - *State of the Digital Arts (SODA): Pinellas County Schools, Grades K-8* (April 1-30, 2023)
 - SODA features 100 works created by elementary and middle school students in digital arts and video/animation. LRMA welcomes the first student exhibit since before COVID.

LRMA Education/Programs – LRMA is collaborating with SPC Faculty to create cross-disciplinary programs.

- Weekly **Docent tours:** Wednesdays & Sundays at 2:00 p.m.
- Monthly **Focus Friday lecture series,** first Fridays at noon.
- Jan. 20-Jun. 16 **Leap into Art: Monthly children’s story/art hour.** Partner with Palm Harbor Library **(40 children attended on 1/20).**
- Jan. 26 & Apr. 20 **Poetry & Painting with Greg Byrd & Marjorie Greene Graff (40 people attended)**
- Jan. 31 **Nicole Stott, Astronaut & Artist** Partnered with SPC Engineering/Tech Dept., ISPS, SPC Foundation, SPC bookstore and Arts/Engineering Recruiting **(175 people attended).**
- Feb. 24 **Spring exhibits: Opening Reception + Dance Performance** in memorial of Tom Kramer.
- Mar. 9 **Curators Roundtable Virtual Program** with the Morean and LRMA.
- Apr. 13 **Dance-Draw-Write workshop** for students and community with Paula Kramer.


LRMA in the News –

- Miniature Art Show included in The Beacon, Tampa Bay Times, Creative Pinellas Arts Coast Journal, 83 Degrees Media.
- Nicole Stott event covered by 83 Degrees Media and [SPC Promo video](#).

February 21, 2023

MEMORANDUM

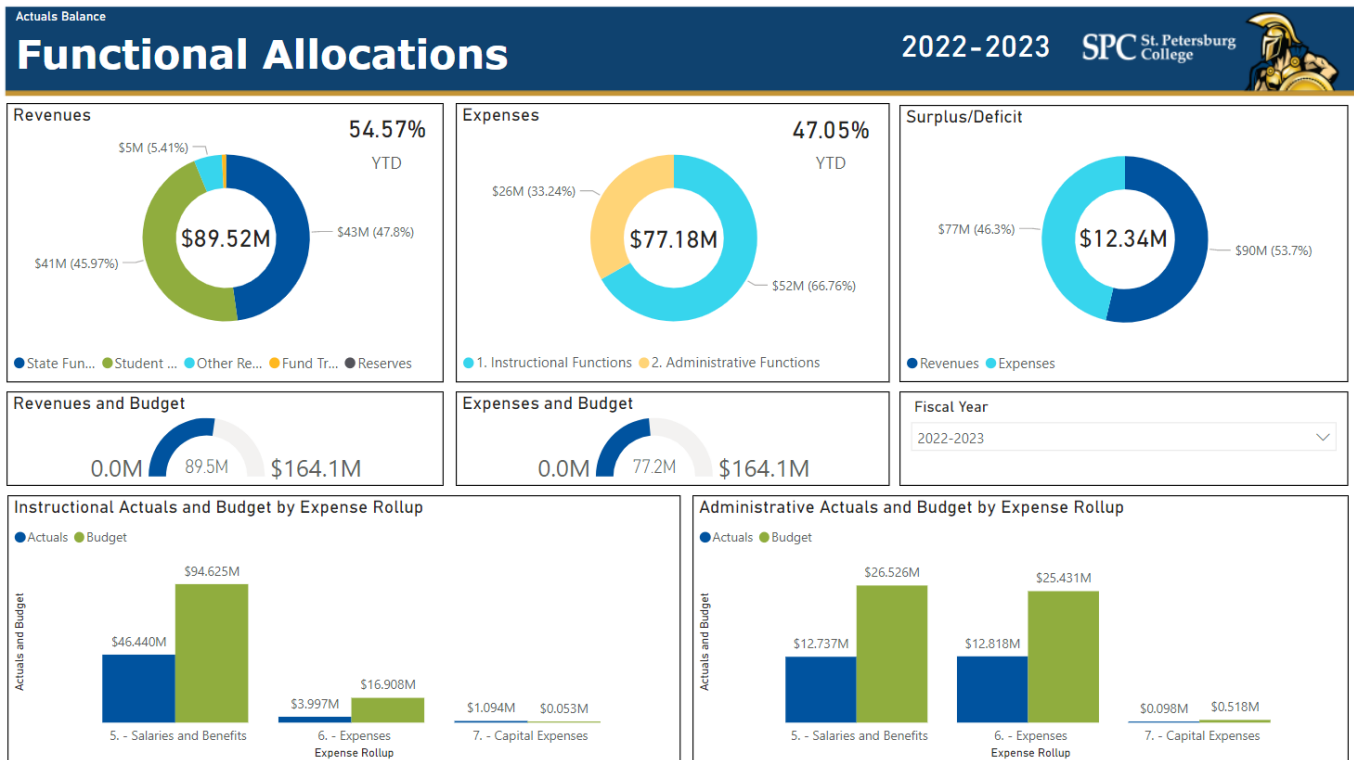
TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fiscal Year 2022-2023 College General Operating Budget Report with Tuition Revenue

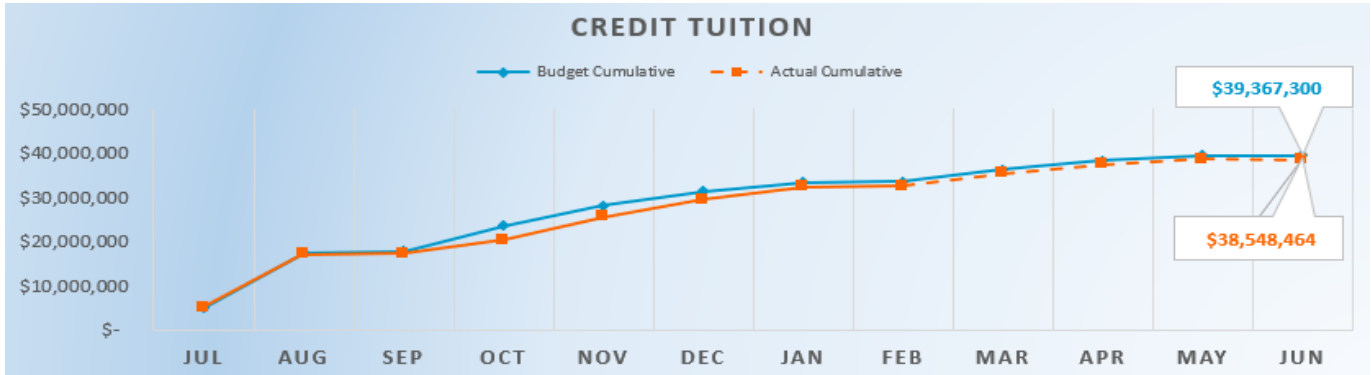
The FY22-23 fund 1 operating budget report through January 31, 2023, is attached.

As of January 31, 2023, the overall revenue was \$89.52M, which represents 54.57 % of the operating budget. The overall expense was \$77.18M, which represents 47.05 % of the operating budget. Personnel expenses represent 73.84 % of the annual operating budget. As of this report date, personnel expenses total \$59.17M or 48.8 % of the total budget of personnel expenses. Instructional personnel expenses account for \$46.44M and \$12.73M for Administration personnel expenses. Current and Capital expenses total \$18.01M. The net balance of revenue less expense is \$12.34M.

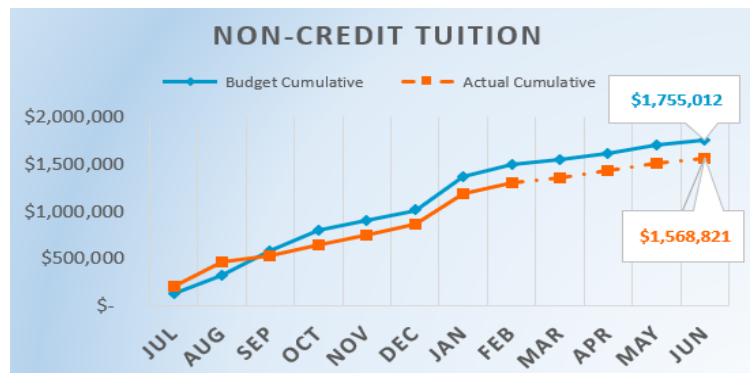


Displayed below are charts for projected tuition revenue. There are three types of tuition revenue: credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

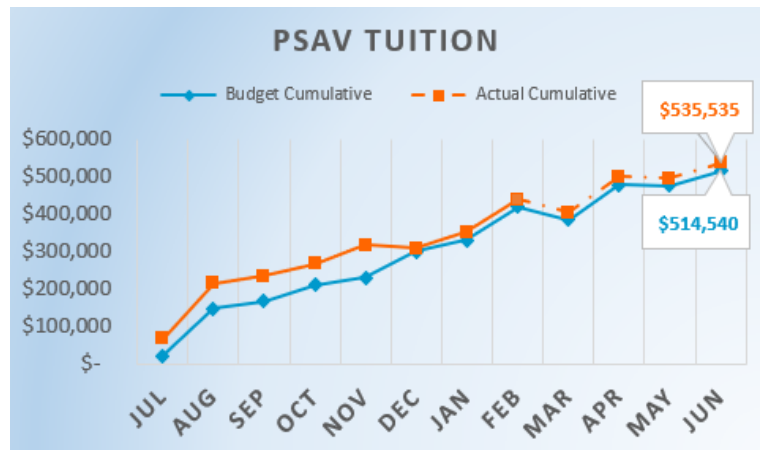
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the trending projected amount. As of January 31, 2023, the tuition projected is \$818K below the budgeted amount.



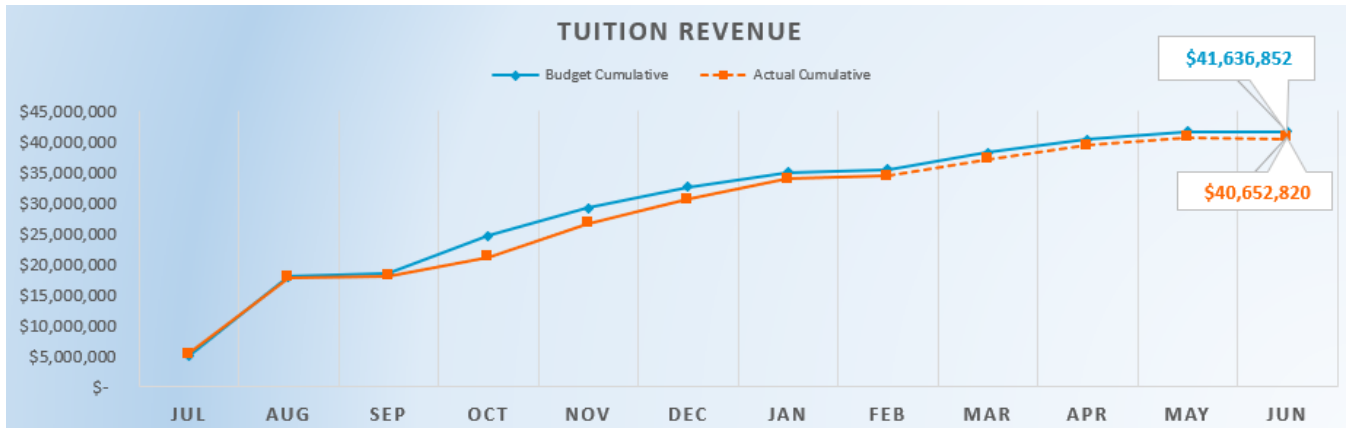
Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the trending projected amount. As of January 31, 2023, the tuition projected is \$186K below the budgeted amount.



Postsecondary Adult Vocational Tuition Revenue – The chart to the right displays the Postsecondary Adult Vocational (PSAV) portion of the budget to the trending projected amount. As of January 31, 2023, the tuition projection is \$20K above the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the trending projected amount. As of January 31, 2023, the overall tuition projected is \$984K below the budgeted amount.



Janette Hunt, Vice President, Finance and Business Operations; Jamelle Conner, Vice President, Dr. Hector Lora, Associate Vice President, Budgeting.

Attachment




**Operating Budget Report
January, 31 2023**

	Budget	Actual	% of YTD
Revenue			
Student Tuition & Fees	\$ 51,981,580	\$ 41,150,972	79%
State Funding	\$ 91,118,156	\$ 42,790,828	47%
Other Revenues	\$ 11,359,768	\$ 4,839,629	43%
Fund Transfers In	\$ 1,500,000	\$ 742,280	49%
Reserve	\$ 8,101,252		
Total Revenue	\$ 164,060,756	\$ 89,523,708	55%
Expenses			
	Budget	Actual	% of YTD
Instruction	\$ 62,561,377	\$ 29,729,869	48%
Public Sevices	\$ 995	\$ 919	92%
Academic Support	\$ 26,071,026	\$ 11,758,526	45%
Student Support	\$ 22,952,552	\$ 10,041,138	44%
Total Instructional	\$ 111,585,950	\$ 51,530,452	46%
Institutional Support	\$ 26,825,016	\$ 12,321,107	46%
Physical plant Operation and Maintenance	\$ 17,607,303	\$ 10,525,272	60%
Student Financial Assistance	\$ 2,372,798	\$ 1,794,681	76%
Contigency, Transfer, Etc	\$ 5,669,689	\$ 1,011,565	18%
Total Administrative	\$ 52,474,806	\$ 25,652,624	49%
Total Operating Expenses	\$ 164,060,756	\$ 77,183,076	47%
Balance	\$ -	\$ 12,340,632	

*FY2022-23 excludes Net Pension adjustments.

February 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Quarterly Informational Report of Contract Items

This informational report includes executed contracts and/or items that have been approved by either the President or designee 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. Affiliation Agreement with **Baptist Medical Center** to provide a preceptor and practicum experience for RN-BSN students that will allow them to complete their Leadership Practicum hours. 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 Matthew Liao-Troth on November 17, 2022. Department—RN-BSN Nursing Program
2. Affiliation Agreement with **Eastern Florida State College** to provide clinical experience for students enrolled in the Dental Hygiene Program. 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 Matthew Liao-Troth on November 17, 2022. Department—College of Health Sciences
3. Affiliation Agreement with the **Florida Department of Health, Polk County Health Department** to provide clinical experience to the College’s health professions students. 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 Matthew Liao-Troth on October 21, 2022. Department—College of Health Sciences
4. Affiliation Agreement with **Hodges University** to provide clinical experience to students enrolled in the BAS Dental Hygiene Program. 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 Matthew Liao-Troth on November 28, 2022. Department—BAS Dental Hygiene
5. Agreement with **Pathway Vet Alliance, LLC and National AVC, LLC dba Thrive Pet Healthcare** to provide clinical experience to students enrolled in the College’s Veterinary Technology Program. The Agreement will commence as soon as possible and continue for a period of five years. There is no cost to the College. This item was approved by Matthew Liao-Troth on October 4, 2022. Department—Veterinary Technology

6. Agreement with the **City of St. Petersburg, Fire Rescue** to provide field internship experience to students enrolled in the Emergency Medical Services Program. The Agreement will commence as soon as possible and continue for the period of five years. There is no cost to the College. This item was approved by Matthew Liao-Troth on December 9, 2022. Department—Emergency Medical Services

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

7. Agreement with **BlueNet Technologies, Inc.** to provide SQL database administration and assistance in managing the College's SQL environment. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$112,000. This item was approved by Pat Rinard on October 4, 2022. Department—Information Systems
8. Agreement with **Brown & Brown of Florida, Inc.** to continue to provide consulting services to assist the College with employee benefit ancillary plans; support employee benefit plan administration; participate in quarterly claim and utilization review meetings; provide marketing; provide post-RFP services; and provide medical plan support. The Agreement will commence as soon as possible and continue for a period of three years. The monthly cost to the College will be \$3,750 for a total cost to the College of \$135,000 over three years. This item was approved by Darryl Wright-Greene on November 1, 2022. Department—Human Resources
9. Agreement with **Career America, LLC d/b/a Ocelot** to provide a Financial Aid and Enrollment Management Chatbot equipped with the GetAnswers Video Library and AI Testing which includes Financial Aid Chatbot, Student Services Chatbot, and Financial Aid Policies and Procedures. The Agreement also includes unlimited SMS to 30,000 unique contacts annually and a Custom Chatbot for Policies and Procedures. The three-year Agreement will commence as soon as possible and continue through June 30, 2025. The total cost to the College over this period is \$191,000. This item was approved by the President on November 9, 2022. Department—Student Affairs
10. Agreement with **College of Biomedical Equipment Technology (CBET)** to design, develop, and author virtual reality training modules on 10 general biomedical device procedures. These modules will be designed for post-secondary and secondary students in a dual enrollment program to give them common real-world Biomedical Equipment Technology tasks. Students will be better prepared to pursue industry certification and accelerated entry into the Healthcare Technology Management workforce. The College is the lead institution of the Future Florida Critical Workforce Needs grant from the Florida Department of Education that will fund this initiative with CBET. The Agreement will commence as soon as possible and continue through September 30, 2023. The cost to the College is \$203,000. This item was approved by the President on November 8, 2022. Department—Workforce Development
11. Agreement with **Pinellas County Schools (PCS)** to assess critical workforce needs of the region and redesign secondary and post-secondary pathways in Nursing and healthcare. PCS will work with the College's Nursing faculty to create an LPN to RN pathway. The College will administer financial oversight and provide technical support. The College is the lead

institution of the Future Florida Critical Workforce Needs grant from the Florida Department of Education that will fund this initiative with PCS. The Agreement will commence as soon as possible and continue through September 30, 2023. The cost to the College for this Agreement is \$200,000. This item was approved by the President on November 9, 2022. Department—Workforce Development

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

12. Agreement with **DLR Group, Inc.** to provide architectural planning services as part of the Phase II Master Plan for the EpiCenter, MidTown, and Allstate Center campuses. DLR will review information provided, conduct meetings to develop a master plan of proposed changes to campuses showing proposed new buildings, additions, or demolitions in 2D, as well as highlight portions of buildings for renovation or program relocation. The Agreement will commence as soon as possible and continue through project completion, which is anticipated to be in April 2023. The cost to the College for this Agreement is \$89,730. This item was approved by Janette Hunt on December 16, 2022. Departments—Facilities/Finance & Business Operations
13. Agreement with **Mauldin & Jenkins, LLC** to continue to provide auditing services for the St. Petersburg Collegiate High School (TS) for the fiscal years ending June 30, 2023 through June 30, 2026. The cost to the College for this Agreement over four years is \$68,500. The Agreement will commence as soon as possible and continue through audit completion. This item was approved by Matthew Liao-Troth on December 9, 2022. Department—St. Petersburg Collegiate High School – TS
14. Agreement with **Nixon & Company, a Consulting Group, LLC** to provide professional consulting services associated with the *Be the Change: Equity* series. Nixon will provide Tier I, Tier II and Certificate content development (including Session Handouts, Equity Toolkit, Pre- and Post-Assessments, and session piloting and data). Nixon will also provide facilitation and training, support development and access to its learning team. The Agreement will commence upon execution and continue through June 30, 2023. The anticipated cost to the College for this Agreement is \$57,000. This item was approved by Jamelle Conner on November 10, 2022. Department—Downtown Provost

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

15. Master Service Agreement (MSA) with **Acro Service Corporation** to establish an account with Acro to provide temporary staff to meet the needs of the College on an as needed basis. Quotes for staffing needs and associated costs will be approved through the Purchasing process. Initial staffing needs include payroll and custodial personnel. The MSA will commence as soon as possible and continue unless terminated by either party. This item was approved by Mike Meigs for Janette Hunt on December 15, 2022. Department—Business Services
16. Agreement with **Barry University** to continue to lease space at the Health Education Center. The Agreement will commence on January 1, 2023 and continue through December 31, 2023. The anticipated revenue to the College under this Agreement is \$25,128. This item was approved by Janette Hunt on November 2, 2022. Department—Facilities Planning & Institutional Services

17. Agreement with **Copperhead Charities, Inc.** for the use of the Tarpon Springs Campus parking lots on March 16-19, 2023 during the Copperhead Charities Championship Golf Tournament held at Innisbrook Inn Resort and Spa. The College will receive \$5,000 for the use of its parking area and facilities, and \$1,000 to provide refreshments for SPC staff and volunteers. Additionally, under a separate Agreement, Copperhead Charities will donate \$36,400 to the SPC Foundation, which will be used for Tarpon Springs Campus student scholarships, Athletics and Law Enforcement/Fire Academies. This item was approved by Jamelle Conner and Jesse Turtle on October 21, 2022. Department—Provost Office—TS
18. Agreement with **Expert Messenger** to continue to provide college-wide courier services. The Agreement will commence as soon as possible and continue for a period of one year. The estimated cost to the College for the renewal period is \$41,200. This item was approved by Janette Hunt on November 10, 2022. Department—Mail and Distribution
19. Agreement with **Ford Harrison, LLP** to provide legal services to the College through June 30, 2023. The firm will provide services at an hourly rate of \$275 for attorneys and \$125 for paralegals. This firm provides legal services to the College 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 budget amount for Fiscal Year 2022-23. This item was approved by the President on August 26, 2022 and Mia Conza on September 16, 2022. Department—General Counsel’s Office
20. Agreement with **Intrado Interactive Services Corporation** for the renewal of the School Messenger Complete for the period of one year. The cost to the College for the renewal period is \$27,000. Thereafter, the Agreement will automatically renew for successive one-year periods unless either party provides 30 days’ written notice prior to the end of the current term. This item was approved by Pat Rinard on November 18, 2022. Department—Information Technology
21. Agreement with **Mauldin & Jenkins, LLC** to provide a Florida Department of Highway Safety & Motor Vehicles (FL-HSMV) Memorandum of Understanding (MOU) Compliance Examination and a NIST Cybersecurity Framework Assessment as required by the College’s MOU with FL-HSMV. The Agreement will commence as soon as possible and continue through project completion. The cost to the College for this Agreement is \$29,500. This item was approved by Janette Hunt on December 14, 2022. Departments—Business Services/Information Technology
22. Agreement with **National University of Health Sciences** to continue to lease a portable structure at the Health Education Center. The Agreement will commence on January 1, 2023 and continue through December 31, 2023. The anticipated revenue to the College under this Agreement is \$18,689. This item was approved by Janette Hunt on November 10, 2022. Department—Facilities Planning & Institutional Services
23. Agreement with **National University of Health Sciences** to continue to lease space in the main Annex of the Health Education Center. The Agreement will commence on January 1, 2023 and continue through June 30, 2023. The anticipated revenue to the College under this Agreement is \$30,458.50. This item was approved by Janette Hunt on November 10, 2022. Department—Facilities Planning & Institutional Services

24. Agreement with **National University of Health Sciences** to continue to lease space in the O & P Building of the Health Education Center. The Agreement will commence on January 1, 2023 and continue through December 31, 2023. The anticipated revenue to the College under this Agreement is \$34,213. This item was approved by Janette Hunt on November 10, 2022. Department—Facilities Planning & Institutional Services
25. Agreement with **National University of Health Sciences** to continue to lease space in the East Annex of the Health Education Center. The Agreement will commence on January 1, 2023 and continue through June 30, 2023. The anticipated revenue to the College under this Agreement is \$3,930.50. This item was approved by Janette Hunt on November 10, 2022. Department—Facilities Planning & Institutional Services
26. Agreement with **Ovid Technologies, Inc.** to continue the subscription to the Veterinary Science database used to support the Veterinary Technology program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$17,704. This item was approved by Matthew Liao-Troth on December 2, 2022. Department—Learning Resources
27. Agreement with **Ovid Technologies, Inc.** to continue the subscription to the Lippincott Advisor used to support the Nursing program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$12,800. This item was approved by Matthew Liao-Troth on November 9, 2022. Department—Learning Resources
28. Agreement with **Ovid Technologies, Inc.** to continue the subscription to various electronic journals used to support the College’s Nursing and Dental Hygiene programs. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$12,284. This item was approved by Matthew Liao-Troth on October 26, 2022. Department—Learning Resources
29. Agreement with **Ovid Technologies, Inc.** to continue the subscription to the LWW Nursing and Health Professions Premier Collection used to support the Nursing and other allied health programs. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$24,659. This item was approved by Matthew Liao-Troth on October 26, 2022. Department—Learning Resources
30. Agreement with **Philips Healthcare, a division of Philips North America**, for the purchase of the EV300 Ventilator and associated equipment for use in the Respiratory Care Program. The cost to the College for this Agreement is \$15,458.14. This item was approved by Matthew Liao-Troth on December 14, 2022. Department—Respiratory Care
31. Agreement with **Pro Education Solutions** to continue to provide consulting services for Financial Assistance Services to assist in the processing of student files selected for federal verification and SAP reviews. The Agreement is for the period of one year through June 30, 2023 at a cost of \$29,000. This item was approved by Jamelle Conner on October 27, 2022. Department—Financial Assistance Services

32. Agreement with **Rebar—Heimgartner**, Nursing Education Strategists, to provide consulting services to the College's Nursing Program to work to strengthen the RN-BSN Program with proposed curriculum changes to align with new accreditation standards. The Agreement will commence as soon as possible and continue through July 31, 2023. The cost to the College for this Agreement is \$32,400 plus expenses, which are estimated to be in the amount of \$2,805.40. This item was approved by Matthew Liao-Troth on November 4, 2022. Department—College of Nursing
33. Agreement with **Security Scorecard** to continue the subscription for the Security Scorecard security rating tool used by IT Security in evaluating the technical security posture of SPC and associated entities. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period is \$13,873.42. This item was approved by Pat Rinard on October 11, 2022. Department—Information Technology—Networks/Security
34. Agreement with **Simple Syllabus** to provide its Simple Syllabus platform, which is template-driven and enables instructors to quickly personalize and publish interactive class syllabi. The application pulls together institutional data such as policies, learning objectives, and course section content and provides easy retrieval of institutional syllabi for compliance purposes and reporting. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$37,500. This item was approved by Matthew Liao-Troth on November 8, 2022. Department—IDEAS
35. Agreement with **Transworld Systems, Inc.** to provide pre-collection services on past due student accounts at a cost of \$9.75 per account. With the purchase of 2,500 accounts, Transworld will reactivate an additional 2,500 expired accounts to provide a total of 5,000 accounts. The cost to the College for this Agreement is \$24,375; however, Transworld provides a performance guarantee which meets or exceeds a minimum collection rate of two times the order amount. Transworld will pay the College the difference if the collections do not meet the required threshold. The Agreement will commence as soon as possible and continue for the period of one year; however, the accounts purchased can be used within 24 months of the contract effective date. This item was approved by Janette Hunt on October 19, 2022. Department—Business Office, EPI Services
36. Agreement with **Turnitin, LLC** to continue the subscription for Turnitin service which allows educational institutions to check student work. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$47,104.47. This item was approved by Matthew Liao-Troth on December 9, 2022. Department—Learning Resources
37. Agreement with **Vaco, LLC** to provide professional services for the Human Resources Department through June 30, 2023. The anticipated cost to the College for this Agreement is \$49,600. This item was approved by Darryl Wright-Greene on November 13, 2022. Department—Human Resources

Section E: Contracts below \$10,000

38. Agreement with **Access Interpreting Services, LLC** to continue to provide interpreting services for students in the Accessibility Services department. The Agreement will

commence as soon as possible and continue through June 30, 2023. The cost to the College for this Agreement is \$1,000. This item was approved by Jamelle Conner on October 27, 2022. Department—Retention Services

39. Agreement with **Calvary Church** to provide the use of its facilities for the St. Petersburg Collegiate High School—TS graduation ceremony to be held on May 12, 2023. The cost to the College for this Agreement is \$1,760. This item was approved by Matthew Liao-Troth on November 4, 2022. Department—St. Petersburg Collegiate High School—TS
40. Agreement with the **City of Clearwater** for the use of the parking lot on the Clearwater Campus and the first floor of the Clearwater East Community Library to provide for a staging area and the distribution of food and water for emergencies during the hurricane season and for extreme emergencies/events occurring during non-hurricane season within the City of Clearwater. The Agreement will commence on January 1, 2023 and continue through December 31, 2023. There is no cost to the College. This item was approved by Jamelle Conner on November 30, 2022. Department—Provost Office
41. Agreement with **Clearwater Plumbing, Inc.** to furnish materials and labor necessary to install a sink/faucet in one of the labs on the Clearwater Campus, including the removal of 12 lab gas connectors and 12 lab vacuum connectors. Clearwater Plumbing will also install hole covers and cap gas and vacuum lines under cabinets. The cost to the College for this Agreement is \$4,851. This item was approved by Janette Hunt on November 18, 2022. Department—Facilities Planning & Institutional Construction
42. Agreement with **Danafack, LLC dba Nature’s Table DTSP** to continue to provide food service at the Downtown Center. This modification is to extend the Agreement under the same terms and conditions through April 30, 2023. The estimated revenue during the four-month extension period is \$4,122.76. This item was approved by Janette Hunt on December 5, 2022. Department—Purchasing, Auxiliary Services
43. Agreement with **Dormakaba USA, Inc.** to provide services for the renovation of the main entry door to the congressional leased space at the Tarpon Springs Campus. Dormakaba will convert the entry door to an Auto Swing Operator system. The cost to the College for this Agreement is \$4,966.67. This item was approved by Janette Hunt on December 12, 2022. Department—Design – In-House Construction
44. Agreement with **Janacorp, LLC dba Nature’s Table Clearwater** to continue to provide food service at the Clearwater Campus. This modification is to extend the Agreement under the same terms and conditions through April 30, 2023. The estimated revenue during the four-month extension period is \$6,000. This item was approved by Janette Hunt on December 5, 2022. Department—Purchasing, Auxiliary Services
45. Agreement with **Elsevier, B.V.** to renew the online access to Critical Care Nursing Clinics of America; Nursing Clinics of North America; Radiology Clinics of North America; Veterinary Clinics of North America—Small Animals Practice; and the Journal of the American Dental Association. The Agreement will commence as soon as possible and continue through December 31, 2023. The cost to the College for this Agreement is \$5,464.62. This item was approved by Matthew Liao-Troth on October 5, 2022. Department—Learning Resources

46. Agreement with the **Florida A&M University** to establish a collaborative framework to advance the work plan of grants or contracts obtained relating to the Florida African American Male Experience Program (FAAME). The goals of this initiative are to create a pathway of success for African American Males (AAM) to earn post-secondary credentials; create partnerships that support the intentional activities of the parties to highlight pathways to bachelor's degree attainment; ensure SPC students are aware of AAM-specific programming offered at Florida A&M University; and connect SPC students to Florida A&M University prior to enrollment whenever possible. There is no cost to the College associated with this Agreement. The Agreement will commence upon execution and continue through December 31, 2024. This item was approved by Jamelle Conner on October 12, 2022. Department—Student Affairs
47. Agreement with **Google** that will allow Google to use the SPC logo in their marketing campaign, which will feature SPC involvement in the Google Career Certificate Employer Consortium. The Agreement will commence as soon as possible and continue through campaign completion. There is no cost to the College. This item was approved by Jesse Turtle on October 20, 2022. Department—Workforce Education
48. Agreement with **HUDL** to provide for the live streaming of Women's Volleyball games, via the Athletics website, during the 2022-23 school year. The cost to the College for this Agreement is \$1,000. This item was approved by Jamelle Conner on October 27, 2022. Department—Athletics Department
49. Agreement with **Infobase Learning** to continue to access the Films on Demand Physical Therapy Collection for streaming video content to support the Physical Therapy Program. The Agreement will commence as soon as possible and continue for the period of one year at a cost to the College of \$982.82. This item was approved by Matthew Liao-Troth on October 11, 2022. Department—Infobase Learning
50. Agreement with **National Data Group, Inc.** to provide email lists for 25000 education prospects. The Agreement will commence as soon as possible. The cost to the College for this Agreement is \$2,000. This item was approved by Matthew Liao-Troth on October 17, 2022. Department—St. Petersburg Collegiate High Schools
51. Agreement with **Network for Teaching Entrepreneurship (NFTE)** to provide a license to continue to use the NFTE curriculum and materials for the Entrepreneurship Program, which is offered through the College's Workforce Education Department. The cost to the College for this Agreement is \$4,760. The Agreement will commence as soon as possible and continue through December 31, 2022. This item was approved by Jackie Skryd on October 12, 2022. Department—Workforce, Business & Finance
52. Agreement with **Orkin Pest Control** to continue to provide pest control service for the Clearwater Campus Library. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$5,376. This item was approved by Janette Hunt on November 30, 2022. Department—Custodial Services

53. Agreement with **Ovid Technologies, Inc.** to purchase site licenses for new editions of eBooks used to support the Nursing program. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$2,433.90. This item was approved by Matthew Liao-Troth on December 14, 2022. Department—Learning Resources
54. Agreement with **Pinellas County Schools (PCS)** to partner with SPC whereby PCS will purchase equipment for its Expedition Space Lab project and SPC will store the equipment in its Seminole Campus Innovation Lab, managed by SPC Librarian, Chad Mairn. The SPC Innovation Lab staff will then provide instruction to PCS and SPC faculty on the use of the equipment in the classroom. The Expedition Space Lab project is funded by a grant to PCS from the Center for the Advancement of Science in Space, Inc. The Agreement will commence as soon as possible and continue through January 2024. There is no cost to the College. This item was approved by Matthew Liao-Troth on October 19, 2022. Department—Learning Resources
55. Intergovernmental Agreement with the **Pinellas County School Board** to establish and update collegiate high school programs in dual enrollment for the next school year. The Agreement is for an annual period and is to be executed prior to January 1st of each year. This Agreement is pursuant to Florida Statutes 1007.273 which requires colleges to work with their school districts for this purpose. There is no cost to the College. This item was approved by Matthew Liao-Troth on November 29, 2022. Department—University Partnership Center
56. Agreement with **Remind 101, Inc.** to continue the subscription to its Remind Plan, Voice Calls, and Messenger Builder that allow SPCHS-TS staff to communicate with students and parents who accept the terms of its software messaging system. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this period is \$1,224.52. This item was approved by Matthew Liao-Troth on November 4, 2022. Department—St. Petersburg Collegiate High School—TS
57. Agreement with **Shutterfly, Lifetouch, LLC** to provide services as the professional photographer for the St. Petersburg Collegiate High School, Gibbs Campus. Shutterfly will photograph staff and students participating in Picture Day events (Fall Individuals, Senior Prestige, Dance, and Commencement) to produce and deliver photos and services. The College anticipates receiving a 25% commission on the net sales of events as specified by Shutterfly. The Agreement will commence as soon as possible and continue for a period of three years. This item was approved by Matthew Liao-Troth on December 2, 2022. Department—St. Petersburg Collegiate High School, SP/G
58. Agreement with **Shutterfly, Lifetouch, LLC** to provide materials in the form of yearbook kits, layouts, envelopes, instructions, and a production schedule for the programs selected that will allow the St. Petersburg Collegiate STEM High School to prepare its yearbook for printing through Shutterfly, Lifetouch. The Agreement will commence as soon as possible and continue through May 12, 2023. The cost to the College for this Agreement is \$2,660. This item was approved by Matthe Liao-Troth on October 5, 2022. Department—St. Petersburg Collegiate STEM High School

59. Agreement with **Sonocent, LLC, d/b/a Glean** to provide a subscription to its *Glean for Education* software that will allow students/staff to record class lectures, annotate notes, import images and PowerPoints to sync with notes and obtain transcriptions of recorded audio. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$8,000. This item was approved by Jamelle Conner on October 17, 2022. Department—Retention Services
60. Agreement with **Springshare, LLC** to continue to provide LibGuides, a template-driven content management system, for us in the College’s libraries. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$5,135. This item was approved by Matthew Liao-Troth on December 14, 2022. Department—Learning Resources
61. Agreement with the **City of St. Petersburg** for the use of its Coliseum for the College of Nursing Pinning Ceremony to be held on December 8, 2022. The cost to the College for this Agreement is \$4,240. This item was approved by Matthew Liao-Troth on November 9, 2022. Department—College of Nursing
62. Agreement with **Tampa Bay Business Journal** for half-page advertisements in both the Book of Lists and Weekly Edition, adjacent to the Colleges & Universities List. The cost to the College for this Agreement is \$4,500. This item was approved by Matthew Liao-Troth on November 4, 2022. Department—Institute for Strategic Policy Solutions
63. Amendment to the Agreement with **Transact Campus Payments, Inc.** that will allow international students to make their payments online. Transact provides services to process incoming payments for the College’s cash, credit card, wire, and ACH transactions. The Agreement will commence as soon as possible and continue annually unless terminated by either party with 30 days’ notice. There is no cost to the College associated with this Amendment. This item was approved by Pat Rinard on December 13, 2022. Department—Business Services
64. Agreement with the **University of Central Florida (UCF)** to establish a collaborative framework to advance the work plan of grants or contracts obtained relating to the Florida African American Male Experience Program (FAAME). The goals of this initiative are to create a pathway of success for African American Males (AAM) to earn post-secondary credentials; create partnerships that support the intentional activities of the parties to highlight pathways to bachelor’s degree attainment; ensure SPC students are aware of AAM-specific programming offered at UCF; and connect SPC students to UCF prior to enrollment whenever possible. There is no cost to the College associated with this Agreement. The Agreement will commence upon execution and continue through December 31, 2024. This item was approved by Jamelle Conner on October 12, 2022. Department—Student Affairs
65. Agreement with the **University of South Florida** to continue the collaborative partnership with the College to fulfill the mission of the Pinellas Access to Higher Education (PATHe) program, which is funded by the State of Florida. The goal and vision of the PATHe program is to provide equitable, flexible, and attainable pathways to promote access to higher education and to increase the number of students attaining post-secondary degrees in Pinellas County, thereby creating avenues of economic mobility for students, filling skill gaps, meeting workforce needs, and improving the overall economic health of Pinellas County.

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 Jamelle Conner on November 17, 2022. Department—Admissions and Records

66. Agreement with the **University of South Florida (USF)** to establish a collaborative framework to advance the work plan of grants or contracts obtained relating to the Florida African American Male Experience Program (FAAME). The goals of this initiative are to create a pathway of success for African American Males (AAM) to earn post-secondary credentials; create partnerships that support the intentional activities of the parties to highlight pathways to bachelor's degree attainment; ensure SPC students are aware of AAM-specific programming offered at USF; and connect SPC students to USF prior to enrollment whenever possible. There is no cost to the College associated with this Agreement. The Agreement will commence upon execution and continue through December 31, 2024. This item was approved by Jamelle Conner on October 12, 2022. Department—Student Affairs
67. Agreement with **Vertiv Corporation** to provide maintenance services for two Liebert Precision Cooling systems for use in the Information Technology Department. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$8,989.40. This item was approved by Pat Rinard on October 19, 2022. Department—Information Technology

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

Mia Conza, General Counsel, recommends approval.

ps123122

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**A CHARTER SCHOOL AND RESTRICTED FUND
OF ST. PETERSBURG COLLEGE**

**FINANCIAL REPORT
JUNE 30, 2022**

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
JUNE 30, 2022**

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INDEPENDENT AUDITOR'S REPORT

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg College Collegiate High School
St. Petersburg, Florida**

Opinions

We have audited the accompanying financial statements of **St. Petersburg Collegiate High School** (the "Charter School") (a charter school and a restricted Fund of St. Petersburg College (the "College"), St. Petersburg, Florida), as of June 30, 2022, and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Charter School as of June 30, 2022, and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Charter School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on Pages 4 through 10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2022, on our consideration of the Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control over financial reporting and compliance.

Emphasis of Matter

As described in Note 1, the accompanying financial statements referred to above present only the financial position of the Charter School as of June 30, 2022, and the respective changes in financial position for the year then ended, and is not intended to be a complete presentation of the St. Petersburg College. These financial statements do not purport to, and do not, present fairly the financial position of the College as of June 30, 2022, and its changes in financial position for the year then ended in conformity with the accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.



Bradenton, Florida
September 23, 2022

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Management's discussion and analysis of St. Petersburg College Collegiate High School (the "Charter School") financial statements provide an overview of the Charter School's financial activities for the year ended June 30, 2022. Management has prepared the accompanying financial statements and the related footnote disclosures along with the discussion and analysis. Responsibility for the completeness and fairness of this information rests with Charter School management. The discussion and analysis contain financial activities of the Charter School as a restricted fund of St. Petersburg College (the "College").

Financial Highlights

For the year ended June 30, 2022, Charter School revenues exceeded expenses, resulting in a net position balance of \$2,450,714. This represents an increase in net position of \$744,611 for the year ended June 30, 2022. During the 2021-2022 school year, the Charter School conducted operations with revenues of \$2,765,994. This figure represents an increase in revenues of \$677,049 over the year ended June 30, 2021. All revenues are nonoperating revenues and include Florida Education Finance Program (FEFP), Charter School Capital Outlay Funds, Referendum Funds, and Elementary and Secondary School Emergency Relief Fund (ESSER) for fiscal year 2022. In accordance with Florida Statute 1007.271 Dual Enrollment Programs, the College invoiced the Charter School for the value of semester hours taken by Charter School students, for the fall and spring terms. As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$397,258 to help offset various operating expenses.

For the year ended June 30, 2021, Charter School revenues exceeded expenses, resulting in a net position balance of \$1,706,103. This represents an increase in net position of \$195,270 for the year ended June 30, 2021. During the 2020-2021 school year, the Charter School conducted operations with revenues of \$2,088,945. All revenues are nonoperating revenues and include Florida Education Finance Program (FEFP), Charter School Capital Outlay Funds, and Elementary and Secondary School Emergency Relief Fund (ESSER) for fiscal year 2021. In accordance with Florida Statute 1007.271 Dual Enrollment Programs, the College invoiced the Charter School for the value of semester hours taken by Charter School students, for the fall and spring terms. As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$386,533 to help offset various operating expenses.

Using this Annual Report

This report consists of three basic financial statements: the statement of net position; the statement of revenues, expenses, and change in net position; and the statement of cash flows. These financial statements are prepared in accordance with Governmental Accounting Standards Board (GASB) principles, which establish standards for external financial reporting for public colleges and universities. These statements provide information on the Charter School as a whole and, over time, will present a long-term view of the Charter School's finances and fiscal health.

The Charter School, located on the St. Petersburg College, St. Pete Gibbs Springs campus, is a public charter school of the Pinellas County School District open to Pinellas County public, private, and home-schooled students who are in grades 10 through 12. Students entering grades 10 or 11 are accepted into the program. The purpose of the Charter School is to provide academic educational opportunities for students who are emotionally and academically prepared to participate in college-level studies. The three-year curriculum allows serious students to simultaneously complete the requirements for a high school diploma and an Associate in Arts degree from the College.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

The educational programs are distinctive in that they meld secondary and post-secondary curricula. The programs employ various instructional techniques to accommodate different learning styles, use of technology across the curriculum and utilization of extensive group and individual counseling and mentoring.

The Charter School is organized by a nonprofit organization, the College. The College is governed by a local Board of trustees appointed by the governor of the State of Florida. The Southern Association of Colleges and Schools accredits the College. The Board of Trustees of the College employs a president to act on its behalf in implementing its policies and to serve as the chief administrative officer of the College. The Board of Trustees also serves as the "Governing Board" of the Charter School.

The contract between the Board of Trustees of the College on behalf of the Charter School and the School Board of Pinellas County was amended in 2013. The Collegiate High School Charter became effective July 1, 2004, renewed in 2009, amended in 2013 and shall end on June 30, 2024. The charter stipulates that the Charter School shall serve students in grades 10 through 12, with a maximum funded school enrollment of 230 students.

The Charter School is recognized as a separate and discrete department in the accounting system of the College. Currently, the State of Florida Auditor General's Office audits the College's financials and operations. The College currently adheres to internal control procedures contained in the Board of Trustee Rules and the Accounting Manual for Florida's College System. The College has also established additional internal control procedures in accordance with standards contained in the Florida Schools Red Book and other stipulated guidelines for charter schools.

Statements of Net Position and Statements of Revenues, Expenses, and Change in Net Position

One of the most important questions asked about the institution's finances is "Is St. Petersburg College Collegiate High School, as a whole, better or worse off as a result of the year's activities?" The statements of net position and the statements of revenues, expenses, and change in net position report information on the institution as a whole and on its activities in a way that helps answer this question. When revenues and other support exceed expenses, the result is an increase in net position. When the reverse occurs, the result is a decrease in net position. The relationship between revenues and expenses may be thought of as the Charter School's operating results.

These two statements report the Charter School's net position and change in them. One may think of the Charter School's net position, the difference between assets and liabilities, as one way to measure the institution's financial health or financial position. Over time, increases or decreases in the institution's net position are one indicator of whether its financial health is improving or deteriorating.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

The statements of net position and the statements of revenues, expenses, and change in net position include all assets, liabilities, revenues, and expenses using the accrual basis of accounting, which is similar to the accounting used by most private-sector institutions. All of the current year's revenues and expenses are taken into consideration regardless of when cash is received or paid. Condensed statements of assets, liabilities, and net position for the Charter School at June 30, 2022 and 2021 are shown in the following table:

For the year ending June 30,	<u>2022</u>	<u>2021</u>
Assets		
Current assets	\$ 2,556,862	1,785,676
Total assets	<u>\$ 2,556,862</u>	<u>1,785,676</u>
Liabilities		
Current liabilities	\$ 28,623	11,638
Noncurrent liabilities	77,525	67,935
Total liabilities	<u>106,148</u>	<u>79,573</u>
Net position		
Restricted		
Capital outlay	229,188	217,908
Referendum funds	86,438	-
School Recognition Program	46,157	46,751
Unrestricted	<u>2,088,931</u>	<u>1,441,444</u>
Total net position	<u>2,450,714</u>	<u>1,706,103</u>
Total liabilities and net position	<u>\$ 2,556,862</u>	<u>1,785,676</u>

The condensed statements of net position show the assets, liabilities, and net position for the year ended June 30, 2022 and 2021. Assets consist primarily of cash and accounts receivable. Current assets increased by \$771,186 or 43.2% during 2022 and \$200,529 or 12.7% during 2021. Liabilities increased by 26,575 or 33.4% during 2022 and increased by \$5,259 or 7.1% during 2021.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

The statements of revenues, expenses, and change in net position present the Charter School's results of operations. In accordance with GASB reporting principles, revenues, and expenses are classified as either operating or nonoperating. All School revenues are considered nonoperating revenues under GASB. Condensed statements of revenues, expenses, and change in net position of the Charter School for the year ended June 30, 2022 and 2021 are presented in the following table:

For the year ended June 30,	<u>2022</u>	<u>2021</u>
Operating revenues	\$ -	-
Less, operating expenses	<u>2,021,383</u>	1,893,675
Net operating loss	<u>(2,021,383)</u>	(1,893,675)
Nonoperating revenues		
State appropriations from county school district	1,982,867	1,547,462
Capital outlay funds	122,084	122,852
School Recognition Program	720	-
ESSER funds	124,673	-
Referendum funds	135,383	35,566
Contributions	397,258	386,533
Other nonoperating revenues (expenses)	<u>3,009</u>	<u>(3,468)</u>
Total nonoperating revenues	<u>2,765,994</u>	<u>2,088,945</u>
Change in net position	744,611	195,270
Net position, beginning of year	<u>1,706,103</u>	<u>1,510,833</u>
Net position, end of year	<u>\$ 2,450,714</u>	<u>1,706,103</u>

For the year ended June 30, 2022, the Charter School's revenues exceeded expenses, resulting in a net position balance of \$2,450,714. This represents an increase in net position of \$744,611 over the year ended June 30, 2021. During the 2022 school year, the Charter School conducted operations with nonoperating revenues of \$2,765,994. This figure represents an increase in nonoperating revenues of \$677,049 over the year ended June 30, 2021. The nonoperating revenues include FEFP, Charter School Capital Outlay Funds, Referendum Funds, State of Florida School Recognition Award, ESSER Funds, and a contribution from the College to offset various operating expenses.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

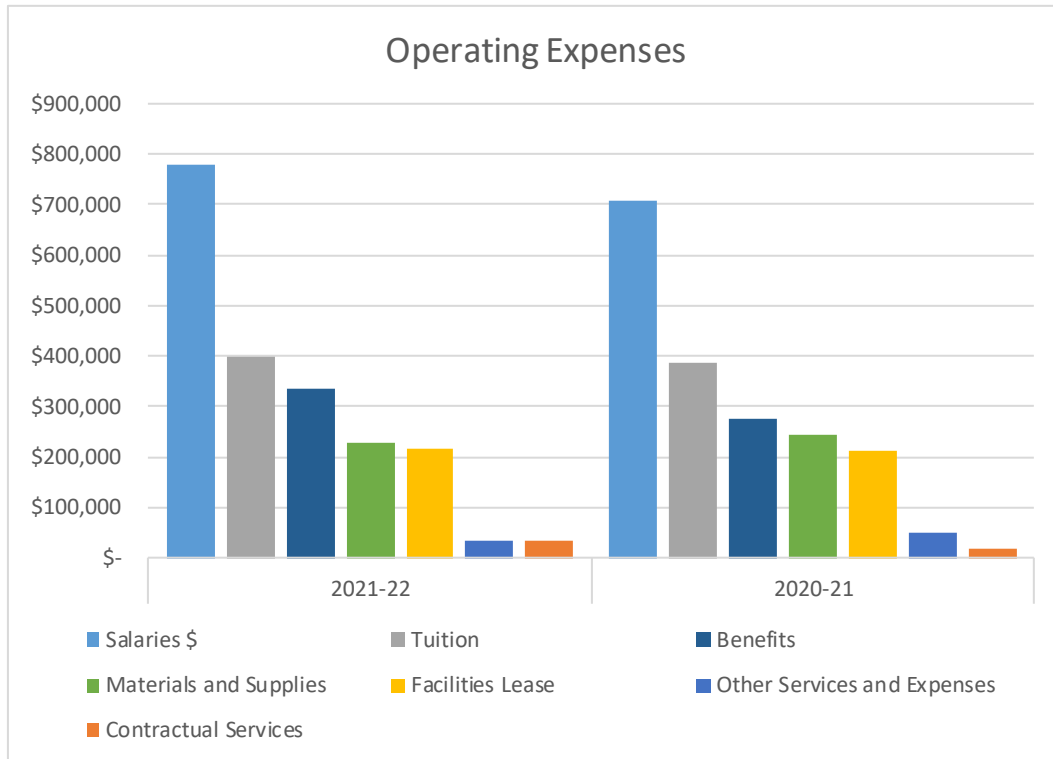
**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Operating Expenses

Operating expenses for the Charter School for the years ended June 30, 2022 and 2021 are presented in the following table:

For the year ended June 30,	<u>2022</u>	<u>2021</u>
Salaries	\$ 779,435	708,268
Benefits	333,273	275,416
Contractual services	35,084	19,231
Other services and expenses	33,179	48,812
Materials and supplies	227,152	243,648
Facilities lease	216,002	211,767
Tuition	397,258	386,533
Total operating expenses	<u>\$ 2,021,383</u>	<u>1,893,675</u>

Operating expenses of the Charter School for the years ended June 30, 2022 and 2021 are presented in the following chart:



**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Statements of Cash Flows

The statements of cash flows provide another way to assess the financial health of an institution. Its primary purpose is to provide relevant information about the cash receipts and cash payments of an entity during a period. The statements of cash flows also help users assess:

An entity's ability to generate future net cash flows,
Its ability to meet its obligations as they come due, and
Its need for external financing.

A summary of the Charter School's statements of cash flows for the years ended June 30, 2022 and 2021 is shown in the following table:

For the year ended June 30,	<u>2022</u>	<u>2021</u>
Cash provided by (used in)		
Operating activities	\$ (1,994,808)	(1,888,416)
Noncapital financing activities	2,616,901	1,954,559
Capital and related financing activities	<u>120,695</u>	<u>122,213</u>
Net increase in cash and cash equivalents	742,788	188,356
Cash and cash equivalents at beginning of year	<u>1,764,251</u>	<u>1,575,895</u>
Cash and cash equivalents at end of year	<u>\$ 2,507,039</u>	<u>1,764,251</u>

Cash used by operating activities was \$1,994,808 for the year ended June 30, 2022 compared to \$1,888,416 for the year ended June 30, 2021. Uses of cash during 2022 and 2021 included payments to suppliers of \$209,234 and \$243,506; payments to employees of \$781,435 and \$708,480; benefit payments of \$322,617 and \$270,087; payments for other services of \$68,263 and \$68,043; payments for facilities lease of \$216,002 and \$211,767; and payments for tuition of \$397,258 and \$386,533. Payroll, benefits, payments to suppliers, facilities lease, and tuition are the major outflows of operating activities.

Cash provided by noncapital financing activities was \$2,616,901 for the year ended June 30, 2022 compared to \$1,954,559 for the year ended June 30, 2021. This amount primarily represents state appropriations passed through the Pinellas County School District, awards, and contributions from the College to offset various operating expenses.

Cash provided by capital and related financial activities including capital outlay funding was \$120,695 for the year ended June 30, 2022, which was a decrease of \$1,518 from 2021.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Economic Factors that Will Affect the Future

The economic position of the Charter School continues to be closely tied to that of the State of Florida. It is expected that the Charter School will continue to maintain its present level of services and financial health.

For the 2021-2022 school year, the High Performing Charter School status was maintained, which kept the Pinellas County Schools administrative fee reduced from 5% to 2%.

The renewed Charter School's charter became effective on July 1, 2009, for a period of 15 years, which is the longest term pursuant to Florida law. The present contract, as amended in 2013, provides funding for up to 230 students and will continue through June 30, 2024. Occasionally the enrollment exceeds 230 students, allowing for a certain expected amount of student withdrawals. St. Petersburg College Collegiate High School received funding for 240 students for the 2021-2022 school year and expects to receive funding for 245 students for the 2022-2023 school year.

Request for Information

This financial report is designed to provide a general overview of the Charter School's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733-3489.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
STATEMENT OF NET POSITION
JUNE 30, 2022**

ASSETS

Current assets	
Cash and cash equivalents	\$ 2,507,039
Accounts receivable	49,823
	49,823
Total assets	\$ 2,556,862
	2,556,862

LIABILITIES AND NET POSITION

Current liabilities	
Accounts payable	\$ 18,289
Salary and payroll taxes payable	1,720
Current portion, compensated absences payable	8,614
Total current liabilities	28,623
	28,623
Noncurrent liabilities	
Compensated absences payable, net of current portion	77,525
Total liabilities	106,148
	106,148
Net position	
Restricted	
Capital outlay	229,188
Referendum	86,438
School Recognition Program	46,157
Unrestricted	2,088,931
	2,088,931
Total net position	2,450,714
	2,450,714
Total liabilities and net position	\$ 2,556,862
	2,556,862

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Operating revenues	\$	-
Operating expenses		
Salaries		779,435
Benefits		333,273
Contractual services		35,084
Other services and expenses		33,179
Materials and supplies		227,152
Facilities lease		216,002
Tuition		397,258
Total operating expenses		<u>2,021,383</u>
Operating loss		<u>(2,021,383)</u>
Nonoperating revenues		
State appropriations from county school district		1,982,867
Capital outlay funds		122,084
School Recognition Program		720
ESSER funds		135,383
Referendum funds		124,673
St. Petersburg College contribution		397,258
Other nonoperating revenues, net of related expenses of \$8,548 and \$13,809 in 2022 and 2021, respectively		<u>3,009</u>
Total nonoperating revenues		<u>2,765,994</u>
Change in net position		744,611
Net position, beginning of year		<u>1,706,103</u>
Net position, end of year	\$	<u><u>2,450,714</u></u>

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES

Payments to suppliers	\$	(209,234)
Payments to employees		(781,435)
Payments for benefits		(322,617)
Payments for other services		(68,263)
Payments for facilities lease		(216,002)
Payments for tuition		(397,258)
Net cash used in operating activities		(1,994,808)

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

State appropriations		1,979,267
ESSER funds		136,207
Referendum funds		101,160
Receipts for the nonoperating activities		11,557
Payments for other nonoperating activities		(8,548)
St. Petersburg College contribution		397,258
Net cash provided by noncapital financing activities		2,616,901

CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Capital outlay funds		120,695
		120,695

Net increase in cash 742,788

Cash, beginning of year 1,764,251

Cash, end of year \$ 2,507,039

Reconciliation of operating loss to net cash used in operating activities

Operating loss	\$	(2,021,383)
Adjustments to reconcile operating loss to net cash used in operating activities		
Increase in accounts payable		17,918
Increase in other payables		8,657
		26,575

Net cash used in operating activities \$ (1,994,808)

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

St. Petersburg College Collegiate High School (the "Charter School") is a restricted fund of St. Petersburg College (the "College"). The general operating authority of the Charter School is contained in Section 1002.33, Florida Statutes. The Charter School operates under a charter with the sponsoring school district, the School Board of Pinellas County (Sponsor or District). The initial charter became effective on July 1, 2009, and is effective through June 30, 2024. The charter can be renewed every five school years or longer by mutual written agreement of the parties, pursuant to Florida law. At the end of the term of the charter, the Sponsor may choose not to renew the charter under grounds specified in the charter, in which case, the Sponsor is required to notify the Charter School in writing at least 90 days prior to the charter's expiration. During the term of the charter, the Sponsor may also terminate the charter if good cause is shown. The Charter School shall notify the Sponsor in writing at least 90 days prior to the expiration of the charter as to its intent to renew or not renew.

Basis of Presentation

The records of the Charter School are maintained as a fund on the books of the College and, accordingly, they follow the same basis of presentation. The Charter School's accounting policies conform to accounting principles generally accepted in the United States of America applicable to colleges and universities as prescribed by the Governmental Accounting Standards Board (GASB). The National Association of College and University Business Officers (NACUBO) also provide the College with recommendations prescribed in accordance with generally accepted accounting principles promulgated by GASB and the Financial Accounting Standards Board (FASB)., such as GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*. GASB Statement No. 35 includes public colleges and universities within the financial reporting guidelines of GASB Statement No. 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*. GASB No. 35 allows public colleges and universities the option of reporting as a government either engaged in only business-type activities, or engaged in both governmental and business-type activities. The College elected to report as an entity engaged in only business-type activities. Therefore, these financial statements are presented accordingly.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting

Basis of accounting refers to when revenues, expenses, and related assets and liabilities are recognized in the accounts and reported in the financial statements. Specifically, it relates to the timing of the measurements made, regardless of the measurement focus applied. The Charter School's financial statements are presented using the economic resource measurement focus and accrual basis of accounting. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange activities are generally recognized when all applicable eligibility requirements, including time requirements, are met.

The Charter School's principal activity is instruction. Operating expenses include all fiscal transactions related to instruction as well as administration, academic support, student services, and physical plant operations. Nonoperating revenues include state appropriations from the county school district, a State of Florida School Recognition Award, Charter School Capital Outlay Funds and Elementary and Secondary School Emergency Relief Fund (ESSER).

Cash and Cash Equivalents

Amounts reported as cash and cash equivalents consist of cash on hand. Cash deposits of the Charter School are held by banks qualified as public depositories under Florida Statute Chapter 280. All such deposits are insured by federal depository insurance or collateralized with securities held in Florida's multiple financial institution collateral pool.

Accounts Receivable

Management considers all receivables at June 30, 2022 to be collectible. Accordingly, no allowance for uncollectible accounts has been provided at June 30, 2022.

Capital Assets

The Charter School uses the policies of the College for capitalization and depreciation. The Charter School has a capitalization threshold of \$5,000 for tangible personal property and \$25,000 for improvements other than buildings. There were no capital assets as of June 30, 2022.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position

Net position represents the difference between assets and liabilities. Net position is reported as restricted when these are limitations imposed on their use either through enabling legislation or through external restrictions imposed by creditors, grantors, laws or regulations. Net position not reported as restricted net position is reported as unrestricted net position.

When both restricted and unrestricted amounts of net position are available for use for expenses incurred, it is the Charter School's policy to use restricted amounts first and then unrestricted amounts as they are needed.

Revenue Sources

Revenue for current operations is received primarily from the School Board of Pinellas County, Florida pursuant to the funding provisions included in the Charter School's charter. In accordance with the funding provisions of the charter and Section 1002.33(18)(b), Florida Statutes, the Charter School reports the number of full-time equivalent (FTE) students and related data to the District. State appropriations, contributions, and grant funding are classified as nonoperating revenue. The level of the Charter School's operations and program services may be impacted or discontinued if funding is not renewed.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management has evaluated all events through September 23, 2022, which was the date the financial statements were available to be issued. There were no subsequent events which would require adjustment to or disclosure in the accompanying financial statements.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Implemented Accounting Pronouncements

Effective July 1, 2021, the Charter School implemented Governmental Accounting Standards Board Statement 87 (GASB 87), *Leases*. This standard requires the Charter School to recognize a lease liability and an intangible right-to-use lease asset in the financial statements. The Charter School recognizes lease liabilities with an initial, individual value of \$5,000 for furniture, machinery, and equipment and \$25,000 for buildings/facilities. Upon implementation, management determined there were no leases that met the definition under GASB 87 that would require recognition in the financial statements.

NOTE 2. ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2022 consists of \$49,823 representing accrued capital outlay revenue of \$11,280, receivable from the Pinellas County School Board for the month of June 2022 that was collected in July 2022 and Elementary and Secondary School Emergency Relief Fund (ESSER) of \$34,223, and Title II and IV receivable totaling \$4,320.

NOTE 3. COMPENSATED ABSCENCES LIABILITY

College employees may accrue annual vacation and sick leave based on length of service, subject to certain limitations regarding the amount that will be paid upon termination. The College reports a liability for the accrued leave; however, state noncapital appropriations fund only the portion of accrued leave that is used or paid in the current fiscal year. Although the College expects the liability to be funded primarily from future appropriations, generally accepted accounting principles do not permit the recording of a receivable in anticipation of future appropriations.

At June 30, 2022, the estimated liability for compensated absences payable to the Charter School employees, which includes the College's share of the Florida Retirement System and FICA contributions, totaled \$86,139.

The current portion of the compensated absences liability at June 30, 2022 totaled \$8,614 and is expected to be paid in the coming fiscal year. The current portion was determined by calculating 10% of the compensated absences liability at June 30, 2022, estimated based on amounts that were historically paid out at the College.

The following is a summary of changes in compensated absences:

Beginning Balance June 30, 2021	Additions	Deletions	Ending Balance June 30, 2022
\$ 75,483	\$ 14,600	\$ 3,944	\$ 86,139

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 4. FUNCTIONAL DISTRIBUTION OF EXPENSES

Operating expenses on the statement of revenues, expenses, and change in net position are presented in natural classifications. Below are those same expenses presented in functional classifications as recommended by NACUBO. The functional classification is assigned to a department based on the nature of the activity, which represents the material portion of the activity attributable to the department. Functional classification of expenses for the year ended June 30, 2022 is summarized in the following table:

Instruction	\$	1,149,429
Academic support		871,955
Total operating expenses	\$	<u>2,021,383</u>

NOTE 5. STATE RETIREMENT PROGRAMS

Florida Retirement System

The College participates in the Florida Retirement System (FRS) defined benefit pension plan and the Health Insurance Subsidy (HIS) defined benefit plan administered by the Florida Division of Retirement. As a participating employer, the College implemented Governmental Accounting Standards Board (GASB) Statement No 68, *Accounting and Financial Reporting for Pensions*, which requires employers participating in cost-sharing multiple-employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities of the defined benefit pension plan. As a department of the College, the Charter School's net pension liability is aggregated within the College's net pension liability and the Charter School's OPEB liability is aggregated within the College's OPEB liability. Please refer to the St. Petersburg College audited financial statements, in which complete pension and OPEB disclosures are reported.

Essentially all regular employees of the College, including the Charter School are eligible to enroll as members of the state administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and Florida Retirement System Rules, Chapter 60S, *Florida Administrative Code*, wherein eligibility, contributions, and benefits are defined and described in detail.

The FRS is a cost-sharing, multiple-employer public-employee retirement system with two defined benefit plans and other nonintegrated programs administered by the Department of Management Services, Division of Retirement. These include a defined-benefit pension plan (Pension Plan) and a defined contribution plan, referred to as the Florida Retirement System Investment Plan (Investment Plan).

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 5. STATE RETIREMENT PROGRAMS (CONTINUED)

Employees enrolled in the Pension Plan prior to July 1, 2011, vest at six years of creditable service, and employees enrolled in the Pension Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

All members enrolled in the Pension Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65, or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Pension Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Pension Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds.

The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular Class, Senior Management Service Class, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service for employer contributions and vest fully and immediately for employee contributions.

Contributions

The State of Florida establishes contribution rates for participating employers and employees. Contribution rates during for the year ended June 30, 2022 were as follows:

Class or Plan	Percent of Gross Salary	
	Employee	Employer ^(a)
FRS - Regular	3.00%	10.82%
FRS - Senior Management Services	3.00%	29.01%

^(a) *Employer rates include 1.66% for the post-employment mental health insurance subsidy. Also, employer rates, include .06% for administrative costs of the Investment Plan.*

The Charter School's liability for participation is limited to the payment of the required contribution at the rates and frequencies established by law on future payrolls of the College. The Charter School's contributions to the state administered FRS for the year ended June 30, 2022, were \$81,432.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 5. STATE RETIREMENT PROGRAMS (CONTINUED)

During the year ended June 30, 2022, there were 12 Charter School participants enrolled in the Pension Plan and six participants enrolled in the Investment Plan. Employee contributions totaled \$22,837 for the year ended June 30, 2022.

An Annual Comprehensive Financial Report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services, Division of Retirement. The FRS Investment Plan is administered by the Florida State Board Administration (SBA) and is reported in an SBA annual financial statement and in the State of Florida Annual Comprehensive Financial Report.

The College administers a single-employer defined benefit plan, Other Post-Employment Benefits Plan (OPEB Plan) that provides healthcare benefits for retirees and their benefits for all employees who satisfy the College's retirement eligibility provisions. Pursuant to the provisions of Section 112,0801, Florida Statutes, former employees who retire from the College are eligible to participate in the College's dental, health and hospitalization plan for medical and prescription drug, and life insurance coverage. The College subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the OPEB Plan on average than those of active employees. The College does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare (Medicare) program for their primary coverage as soon as they are eligible. The OPEB Plan contribution requirements and benefits terms of the College and the OPEB Plan members are established and may be amended by actions from the Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

NOTE 6. RISK MANAGEMENT PROGRAMS

The College is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The College provided coverage for these risks through a self-insured program and the Florida Community Colleges Risk Management Consortium. The Charter School is part of the College's self-insured program for risk management. Health and hospitalization coverage was added beginning January 1, 2021. Prior to January 1, 2021, the Board was self-insured for its group health and hospitalization for employees, retirees, former employees, and their dependents. The College's liability was limited by the excess insurance of \$350,000 per insured person. The plan was provided by an insurance company licensed by the Florida Office of Insurance Regulation.

Life insurance, dental, and eye coverage for employees is provided through purchased commercial insurance. The College contributes employee premiums as a fringe benefit. Employee dependent coverage is by payroll deduction and coverage for retirees, former employees, and their dependents is by prepaid premium.

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 6. RISK MANAGEMENT PROGRAMS (CONTINUED)

Consortium

The College participated in the Florida Community Colleges Risk Management Consortium (the "Consortium"), which was created under authority of Section 1001.64(27), Florida Statutes, by the Boards of Trustees of Florida public community colleges for the purpose of joining a cooperative effort to develop, implement, and participate in a coordinated statewide community college risk management program.

The Consortium is self-sustaining through member assessments (premiums) and is reinsured through commercial companies for claims in excess of specified amounts. Insurance coverage obtained through the Consortium included fire and extended property, general and automobile liability, workers' compensation, and other liability coverage. Settled claims resulting from these risks have not exceeded coverage in any of the past three years. The Charter School is part of the College's participation in the Consortium.

NOTE 7. RELATED PARTIES

There is a formal lease agreement between the Charter School and the College for facility space utilized by the Charter School. The term of the lease agreement is 30 years and commenced on September 1, 2007. Either party may terminate this agreement upon giving the other party no less than 360 days' notice. The Charter School will pay to the College base rent for the leased premises for each year during the lease term in the amount of \$15 per square foot or \$168,630. The base rent shall escalate on the anniversary date of each year during the lease term at a rate of 2% from the immediately preceding year's base rent. Lease payments made for the year ended June 30, 2022, was \$216,002.

Scheduled lease payments for future periods under the operating lease with the College are as follows:

For the year ending June 30,

2023	\$	220,322
2024		224,729
2025		229,223
2026		233,808
2027		238,484
2028-2032		1,265,902
2033-2037		1,250,863
	\$	3,663,331

**ST. PETERSBURG COLLEGE
COLLEGIATE HIGH SCHOOL
NOTES TO FINANCIAL STATEMENTS**

NOTE 7. RELATED PARTIES (CONTINUED)

Tuition

Florida Statute Section 1007.271, *Dual Enrollment Programs*, addresses enrollment of eligible secondary students in post-secondary courses creditable toward high school completion and a career certificate or an associate or baccalaureate degree.

The Statute requires each district school superintendent and each public post-secondary institution president to develop a comprehensive dual enrollment articulation agreement for the respective school district and post-secondary institution. Such agreement must be submitted annually to the Florida Department of Education. The components of the articulation agreement include a requirement for a funding provision that delineates costs incurred by each entity.

The funding provision requirement further details that school districts shall pay public post-secondary institutions the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program when dual enrollment course instruction takes place on the post-secondary institution's campus, and the course is taken during the fall or spring term.

In accordance with this legislation, the College invoiced the Charter School for the number of semester hours taken by Charter School students for classes at St. Petersburg College, multiplied by the standard tuition rate per credit hour, for the fall and spring terms. The Charter School recorded this tuition expense which totaled \$397,258 for the fiscal year ended June 30, 2022.

As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$397,258 for the fiscal year ended June 30, 2022, to help offset various operating expenses such as the costs for textbooks, nutrition, contracted services, and educational supplies.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg College Collegiate High School
St. Petersburg, Florida**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of St. Petersburg College Collegiate High School (the "Charter School") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements, and have issued our report thereon dated September 23, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter School's internal control over financial reporting (internal control) to determine audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
September 23, 2022



INDEPENDENT AUDITOR'S MANAGEMENT LETTER

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg College Collegiate High School
St. Petersburg, Florida**

Report on the Financial Statements

We have audited the financial statements of St. Petersburg College Collegiate High School (the "Charter School") as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated September 23, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, if any, which is dated September 23, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations in the prior year audit report.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are St. Petersburg College Collegiate High School, 7191.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the Charter School has met one or more conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Charter School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the Charter School. It is management's responsibility to monitor the Charter School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the Charter School maintains on its Website the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the Charter School maintained on its website the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Trustees of St. Petersburg College, and applicable management, and the School Board of Pinellas County, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
September 23, 2022

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**A CHARTER SCHOOL AND RESTRICTED FUND
OF ST. PETERSBURG COLLEGE**

**FINANCIAL REPORT
JUNE 30, 2022**

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
JUNE 30, 2022**

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INDEPENDENT AUDITOR'S REPORT

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg Collegiate High School North Pinellas
St. Petersburg, Florida**

Opinions

We have audited the accompanying financial statements of **St. Petersburg Collegiate High School North Pinellas** (the "Charter School") (a charter school and a restricted Fund of St. Petersburg College (the "College"), St. Petersburg, Florida), as of June 30, 2022, and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Charter School as of June 30, 2022, and the changes in its net position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Charter School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

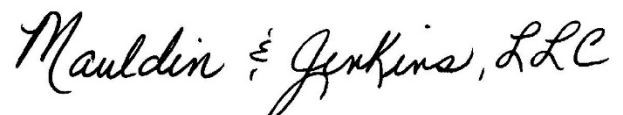
Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 4 through 10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 23, 2022, on our consideration of the Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control over financial reporting and compliance.

Emphasis of Matter

As described in Note 1, the accompanying financial statements referred to above present only the financial position of the Charter School as of June 30, 2022, and the respective changes in financial position for the year then ended, and is not intended to be a complete presentation of the St. Petersburg College. These financial statements do not purport to, and do not, present fairly the financial position of the College as of June 30, 2022, and its changes in financial position for the year then ended in conformity with the accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.



Bradenton, Florida
September 23, 2022

ST. PETERSBURG COLLEGIATE HIGH SCHOOL NORTH PINELLAS

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2022

Management's discussion and analysis of St. Petersburg Collegiate High School North Pinellas's (the "Charter School") financial statements provide an overview of the Charter School's financial activities for the year ended June 30, 2022. Management has prepared the accompanying financial statements and the related footnote disclosures along with the discussion and analysis. Responsibility for the completeness and fairness of this information rests with Charter School management. The discussion and analysis contain financial activities of the Charter School as a restricted fund of St. Petersburg College (the "College").

Financial Highlights

For the year ended June 30, 2022, Charter School revenues exceeded expenses, resulting in a net position balance of \$901,830. This represents an increase in net position of \$599,019 for the year ended June 30, 2022. During the 2021-2022 school year, the Charter School conducted operations with revenues of \$2,333,887. This figure represents an increase in revenues of \$186,190 over the year ended June 30, 2021. All revenues are nonoperating revenues and include Florida Education Finance Program (FEFP), Referendum Funds, and Elementary and Secondary School Emergency Relief Fund (ESSER) for fiscal year 2022. In accordance with Florida Statute 1007.271 Dual Enrollment Programs, the College invoiced the Charter School for the value of semester hours taken by Charter School students, for the fall and spring terms. As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$361,412 to help offset various operating expenses.

For the year ended June 30, 2021, Charter School revenues exceeded expenses, resulting in a net position balance of \$302,811. This represents an increase in net position of \$300,476 for the year ended June 30, 2021. During the 2020-2021 school year, the Charter School conducted operations with revenues of \$2,147,697. All revenues are nonoperating revenues and include Florida Education Finance Program (FEFP) and Charter School Program Grant (CSP) Funds for fiscal year 2021. In accordance with Florida Statute 1007.271 Dual Enrollment Programs, the College invoiced the Charter School for the value of semester hours taken by School students, for the fall and spring terms. As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$341,113 to help offset various operating expenses.

Using this Annual Report

This report consists of three basic financial statements: the statement of net position; the statement of revenues, expenses, and change in net position; and the statement of cash flows. These financial statements are prepared in accordance with Governmental Accounting Standards Board (GASB) principles, which establish standards for external financial reporting for public colleges and universities. These statements provide information on the Charter School as a whole and, over time, will present a long-term view of the Charter School's finances and fiscal health.

The Charter School, located on the St. Petersburg College Tarpon Springs campus, is a public charter school of the Pinellas County School District open to Pinellas County public, private, and home-schooled students who are in grades 10 through 12. Students entering grades 10 or 11 are accepted into the program. The purpose of the Charter School is to provide academic educational opportunities for students who are emotionally and academically prepared to participate in college-level studies. The three-year curriculum allows serious students to simultaneously complete the requirements for a high school diploma and an Associate in Arts degree from the College. The educational programs are distinctive in that they meld secondary and post-secondary curricula. The programs employ

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

various instructional techniques to accommodate different learning styles, use of technology across the curriculum and utilization of extensive group and individual counseling and mentoring.

The Charter School is organized by a nonprofit organization, the College. The College is governed by a local Board of Trustees appointed by the governor of the State of Florida. The Southern Association of Colleges and Schools accredits the College. The Board of Trustees of the College employs a president to act on its behalf in implementing its policies and to serve as the chief administrative officer of the College. The Board of Trustees also serves as the "Governing Board" of the Charter School.

The contract between the Board of Trustees of the College on behalf of the Charter School and the School Board of Pinellas County became effective July 1, 2019 and shall end on June 30, 2024. The charter stipulates that the Charter School shall serve students in grades 10 through 12, with a maximum funded school enrollment of 240 students.

The Charter School is recognized as a separate and discrete department in the accounting system of the College. Currently, the State of Florida Auditor General's Office audits the College's financials and operations. The College currently adheres to internal control procedures contained in the Board of Trustee Rules and the Accounting Manual for Florida's College System. The College has also established additional internal control procedures in accordance with standards contained in the Florida Schools Red Book and other stipulated guidelines for charter schools.

Statements of Net Position and Statements of Revenues, Expenses, and Change in Net Position

One of the most important questions asked about the institution's finances is "Is St. Petersburg Collegiate High School North Pinellas, as a whole, better or worse off as a result of the year's activities?" The statements of net position and the statements of revenues, expenses, and change in net position report information on the institution as a whole and on its activities in a way that helps answer this question. When revenues and other support exceed expenses, the result is an increase in net position. When the reverse occurs, the result is a decrease in net position. The relationship between revenues and expenses may be thought of as the Charter School's operating results.

These two statements report the Charter School's net position and change in them. One may think of the Charter School's net position, the difference between assets and liabilities, as one way to measure the institution's financial health or financial position. Over time, increases or decreases in the institution's net position are one indicator of whether its financial health is improving or deteriorating.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

The statements of net position and the statements of revenues, expenses, and change in net position include all assets, liabilities, revenues, and expenses using the accrual basis of accounting, which is similar to the accounting used by most private-sector institutions. All of the current year's revenues and expenses are taken into consideration regardless of when cash is received or paid. Condensed statements of assets, liabilities, and net position for the Charter School at June 30, 2022 and 2021 are shown in the following table:

For the year ending June 30,	<u>2022</u>	<u>2021</u>
Assets		
Current assets	\$ 1,007,619	393,823
Total assets	1,007,619	393,823
Liabilities		
Current liabilities	25,990	14,453
Noncurrent liabilities	79,799	76,559
Total liabilities	105,789	91,012
Net position		
Unrestricted	797,827	302,811
Restricted		
Capital outlay	8,988	-
Referendum	95,015	-
Total net position	901,830	302,811
Total liabilities and net position	\$ 1,007,619	393,823

The condensed statements of net position show the assets, liabilities, and net position for the years ended June 30, 2022 and 2021. Assets consist primarily of cash and accounts receivable. Current assets increased by \$613,796 or 155.9% during 2022 and increased by \$321,031 or 441% during 2021. Liabilities increased by \$14,777 or 16.2% during 2022 and increased by \$20,555 or 29.2% during 2021.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

The statements of revenues, expenses, and change in net position present the Charter School's results of operations. In accordance with GASB reporting principles, revenues, and expenses are classified as either operating or nonoperating. All Charter School revenues are considered nonoperating revenues under GASB. Condensed statements of revenues, expenses, and change in net position of the Charter School for the years ended June 30, 2022 and 2021, are presented in the following table:

For the year ended June 30,	<u>2022</u>	<u>2021</u>
Operating revenues	\$ -	-
Less, operating expenses	<u>1,734,868</u>	<u>1,847,221</u>
Net operating loss	<u>(1,734,868)</u>	<u>(1,847,221)</u>
Nonoperating revenues		
State appropriations from county school district	1,691,312	1,407,889
Capital outlay funds	106,820	-
Referendum	117,400	-
Federal award funds	-	328,844
ESSER funds	55,738	67,523
St. Petersburg College contribution	361,412	341,113
Other nonoperating revenues	<u>1,205</u>	<u>2,328</u>
Total nonoperating revenues	<u>2,333,887</u>	<u>2,147,697</u>
Change in net position	599,019	300,476
Net position, beginning of year	<u>302,811</u>	<u>2,335</u>
Net position, end of year	<u>\$ 901,830</u>	<u>302,811</u>

For the year ended June 30, 2022, the Charter School's revenues exceeded expenses, resulting in a net position balance of \$901,830. This represents an increase in net position of \$599,019 over the year ended June 30, 2021. During the 2022 school year, the Charter School conducted operations with nonoperating revenues of \$2,333,887. This figure represents an increase in nonoperating revenues of \$186,190 over the year ended June 30, 2021. The nonoperating revenues include FEFP, Referendum Funds, ESSER Funds, and a contribution from the College to offset various operating expenses.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

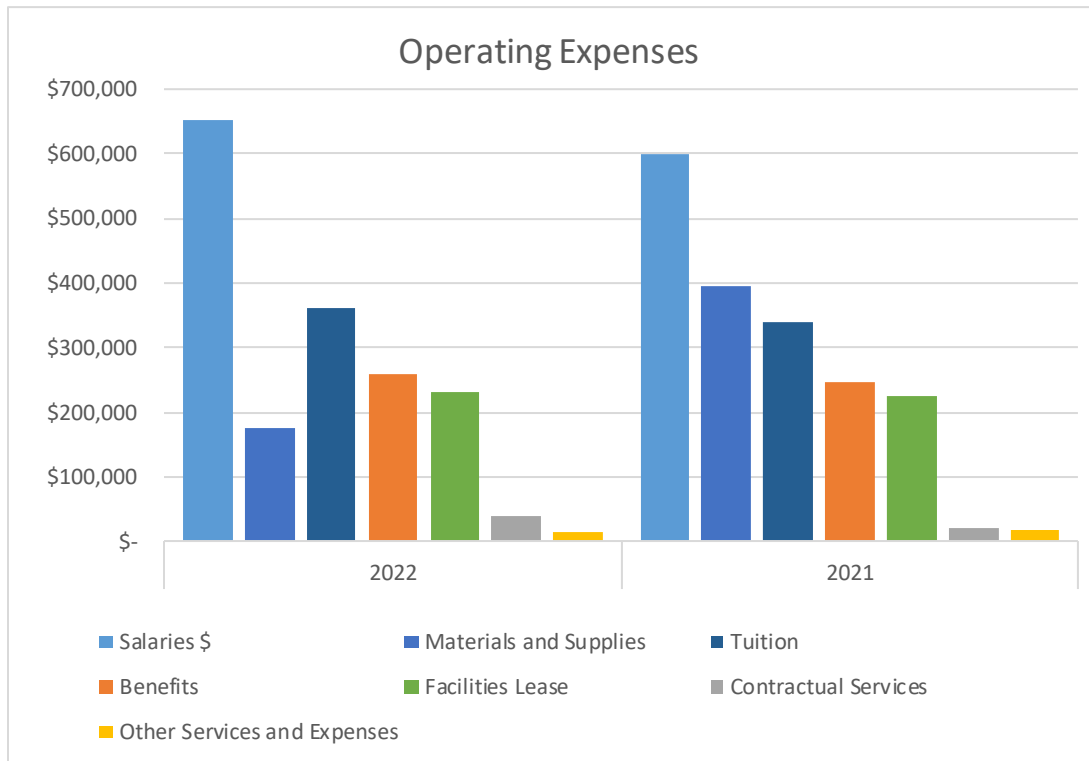
**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Operating Expenses

Operating expenses for the Charter School for the years ended June 30, 2022 and 2021 are presented in the following table:

For the year ended June 30,	<u>2022</u>	<u>2021</u>
Salaries	\$ 652,848	599,578
Benefits	258,360	247,387
Contractual services	38,693	20,530
Other services and expenses	15,714	16,933
Materials and supplies	177,093	395,456
Facilities lease	230,748	226,224
Tuition	361,412	341,113
Total operating expenses	<u>\$ 1,734,868</u>	<u>1,847,221</u>

Operating expenses of the Charter School for the years ended June 30, 2022 and 2021 are presented in the following chart:



**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Statements of Cash Flows

The statements of cash flows provide another way to assess the financial health of an institution. Its primary purpose is to provide relevant information about the cash receipts and cash payments of an entity during a period. The statements of cash flows also help users assess:

An entity's ability to generate future net cash flows,
Its ability to meet its obligations as they come due, and
Its need for external financing.

A summary of the Charter School's statements of cash flows for the years ended June 30, 2022 and 2021 is shown in the following table:

	2022	2021
Cash provided by (used in)		
Operating activities	\$ (1,720,091)	(1,826,666)
Noncapital financing activities	2,260,164	1,968,472
Capital and related financing activities	97,832	-
Net increase in cash and cash equivalents	637,905	141,806
Cash and cash equivalents at beginning of year	166,016	24,210
Cash and cash equivalents at end of year	\$ 803,921	166,016

Cash used by operating activities was \$1,720,091 for the year ended June 30, 2022 compared to \$1,826,666 for the year ending June 30, 2021. Uses of cash during 2022 and 2021 included payments to suppliers of \$162,420 and \$395,427; payments to employees of \$656,344 and \$598,181; benefit payments of \$254,760 and \$228,258; payments for other services of \$54,407 and \$37,463; payments for facilities lease of \$230,748 and \$226,224; and payments for tuition of \$361,412 and \$341,113. Payroll, benefits, payments to suppliers, facilities lease, and tuition are the major outflows of operating activities.

Cash provided by noncapital financing activities was \$2,260,164 for the year ended June 30, 2022 compared to \$1,968,472 for the year ended June 30, 2021. This amount primarily represents state appropriations passed through the Pinellas County School District, awards, and contributions from the College to offset various operating expenses.

Cash provided by capital and related financial activities including capital outlay funding was \$97,832 for the year ended June 30, 2022.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022**

Economic Factors that Will Affect the Future

The economic position of the Charter School continues to be closely tied to that of the State of Florida. It is expected that the Charter School will continue to maintain its present level of services and financial health.

The Charter School charter became effective on July 1, 2019, for a period of five years. The present contract provides funding for up to 240 students and will continue through June 30, 2024. St. Petersburg Collegiate High School North Pinellas received funding for 211 students for the 2021-2022 school year and expects to receive funding for 215 students for the 2022-2023 school year.

Request for Information

This financial report is designed to provide a general overview of the Charter School's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to St. Petersburg College, P.O. Box 13489, St. Petersburg, Florida 33733-3489.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
STATEMENT OF NET POSITION
JUNE 30, 2022**

ASSETS

Current assets		
Cash and cash equivalents	\$	803,921
Accounts receivable		203,698
		203,698
Total assets	\$	1,007,619
		1,007,619

LIABILITIES AND NET POSITION

Current liabilities		
Accounts payable	\$	15,126
Salary and payroll taxes payable		1,997
Current portion, compensated absences payable		8,867
Total current liabilities		25,990
Noncurrent liabilities		
Compensated absences payable, net of current portion		79,799
Total liabilities		105,789
Net position		
Restricted		
Capital outlay		8,988
Referendum		95,015
Unrestricted		797,827
		901,830
Total liabilities and net position	\$	1,007,619
		1,007,619

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Operating revenues	\$	-
Operating expenses		
Salaries		652,848
Benefits		258,360
Contractual services		38,693
Other services and expenses		15,714
Materials and supplies		177,093
Facilities expense		230,748
Tuition		361,412
Total operating expenses		<u>1,734,868</u>
Operating loss		<u>(1,734,868)</u>
Nonoperating revenues		
State appropriations from county school district		1,691,312
Capital outlay funds		106,820
Referendum funds		117,400
ESSER funds		55,738
St. Petersburg College contribution		361,412
Other nonoperating revenues, net of related expense		1,205
Total nonoperating revenues		<u>2,333,887</u>
Change in net position		599,019
Net position, beginning of year		<u>302,811</u>
Net position, end of year	\$	<u><u>901,830</u></u>

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES

Payments to suppliers	\$ (162,420)
Payments to employees	(656,344)
Payments for benefits	(254,760)
Payments for other services	(54,407)
Payments for facilities lease	(230,748)
Payments for tuition	(361,412)
Net cash used in operating activities	(1,720,091)

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

State appropriations	1,507,564
Award funds	389,983
Receipts for nonoperating activities	12,754
St. Petersburg College contribution	361,412
Payments for other nonoperating activities	(11,549)
Net cash provided by noncapital financing activities	2,260,164

Cash flow from capital and related financing activities

Capital outlay funds	97,832
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Net increase in cash 637,905

Cash, beginning of year 166,016

Cash, end of year \$ 803,921

Reconciliation of operating loss to net cash used in operating activities

Operating loss	\$ (1,734,868)
Adjustments to reconcile operating loss to net cash used in operating activities	
Increase in accounts payable	14,673
Increase in other payables	104
Net cash used in operating activities	\$ (1,720,091)

See Notes to Basic Financial Statements.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

St. Petersburg Collegiate High School North Pinellas (the “Charter School”) is a restricted fund of St. Petersburg College (the “College”). The general operating authority of the Charter School is contained in Section 1002.33, Florida Statutes. The Charter School operates under a charter with the sponsoring school district, the School Board of Pinellas County (Sponsor or District). The initial charter became effective on July 1, 2019 and is effective through June 30, 2024. The charter can be renewed every five school years or longer by mutual written agreement of the parties, pursuant to Florida law. At the end of the term of the charter, the Sponsor may choose not to renew the charter under grounds specified in the charter, in which case, the Sponsor is required to notify the Charter School in writing at least 90 days prior to the charter's expiration. During the term of the charter, the Sponsor may also terminate the charter if good cause is shown. The Charter School shall notify the Sponsor in writing at least 90 days prior to the expiration of the charter as to its intent to renew or not renew.

Basis of Presentation

The records of the Charter School are maintained as a fund on the books of the College and, accordingly, they follow the same basis of presentation. The Charter School's accounting policies conform to accounting principles generally accepted in the United States of America applicable to colleges and universities as prescribed by the Governmental Accounting Standards Board (GASB). The National Association of College and University Business Officers (NACUBO) also provide the College with recommendations prescribed in accordance with generally accepted accounting principles promulgated by GASB and the Financial Accounting Standards Board (FASB)., such as GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*. GASB Statement No. 35 includes public colleges and universities within the financial reporting guidelines of GASB Statement No. 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*. GASB No. 35 allows public colleges and universities the option of reporting as a government either engaged in only business-type activities, or engaged in both governmental and business-type activities. The College elected to report as an entity engaged in only business-type activities. Therefore, these financial statements are presented accordingly.

Basis of Accounting

Basis of accounting refers to when revenues, expenses, and related assets and liabilities are recognized in the accounts and reported in the financial statements. Specifically, it relates to the timing of the measurements made, regardless of the measurement focus applied. The Charter School's financial statements are presented using the economic resource measurement focus and accrual basis of accounting. Revenues, expenses, gains, losses, assets, and liabilities resulting from nonexchange activities are generally recognized when all applicable eligibility requirements, including time requirements, are met.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Accounting (Continued)

The Charter School's principal activity is instruction. Operating expenses include all fiscal transactions related to instruction as well as administration, academic support, student services, and physical plant operations. Nonoperating revenues include state appropriations from the county school district, Referendum Funds, and Elementary and Secondary School Emergency Relief Fund (ESSER).

Cash and Cash Equivalents

Amounts reported as cash and cash equivalents consist of cash on hand. Cash deposits of the Charter School are held by banks qualified as public depositories under Florida Statute Chapter 280. All such deposits are insured by federal depository insurance or collateralized with securities held in Florida's multiple financial institution collateral pool.

Accounts Receivable

Management considers all receivables at June 30, 2022 to be collectible. Accordingly, no allowance for uncollectible accounts has been provided at June 30, 2022.

Capital Assets

The Charter School uses the policies of the College for capitalization and depreciation. The Charter School has a capitalization threshold of \$5,000 for tangible personal property and \$25,000 for improvements other than buildings. There were no capital assets as of June 30, 2022.

Net Position

Net position represents the difference between assets and liabilities. Net position is reported as restricted when there are limitations imposed on their use either through enabling legislation or through external restrictions imposed by creditors, grantors, laws or regulations. Net position not reported as restricted net position is reported as unrestricted net position.

When both restricted and unrestricted amounts of net position are available for use for expenses incurred, it is the Charter School's policy to use restricted amounts first and then unrestricted amounts as they are needed.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 1. NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Sources

Revenue for current operations is received primarily from the School Board of Pinellas County, Florida pursuant to the funding provisions included in the Charter School's charter. In accordance with the funding provisions of the charter and Section 1002.33(18)(b), Florida Statutes, the Charter School reports the number of fulltime equivalent (FTE) students and related data to the District. State appropriations, contributions, and grant funding are classified as nonoperating revenue. The level of the Charter School's operations and program services may be impacted or discontinued if funding is not renewed.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management has evaluated all subsequent events through September 23, 2022 which was the date the financial statements were available to be issued. There were no subsequent events which would require adjustment to or disclosure in the accompanying financial statements.

Implemented Accounting Pronouncements

Effective July 1, 2021, the Charter School implemented Governmental Accounting Standards Board Statement 87 (GASB 87), *Leases*. This standard requires the Charter School to recognize a lease liability and an intangible right-to-use lease asset in the financial statements. The Charter School recognizes lease liabilities with an initial, individual value of \$5,000 for furniture, machinery, and equipment and \$25,000 for buildings/facilities. Upon implementation, management determined there were no leases that meet the definition under GASB 87 requiring recognition in the financial statements.

NOTE 2. ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2022 consists of \$203,698 representing accrued capital outlay revenue of \$8,988 that was collected in July 2022, receivable of \$182,904 from the Pinellas County School Board for the month of June 2022 that was collected in August 2022, receivable of \$4,171 from the Pinellas County School Board for Referendum Funds that was collected in August 2022, Elementary and Secondary School Emergency Relief Fund (ESSER) receivable of \$6,791, and Title II and IV receivable totaling \$844.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 3. COMPENSATED ABSENCES LIABILITY

Charter School employees may accrue annual vacation and sick leave based on length of service, subject to certain limitations regarding the amount that will be paid upon termination. The Charter School reports a liability for the accrued leave; however, state noncapital appropriations fund only the portion of accrued leave that is used or paid in the current fiscal year. Although the Charter School expects the liability to be funded primarily from future appropriations, generally accepted accounting principles do not permit the recording of a receivable in anticipation of future appropriations.

At June 30, 2022, the estimated liability for compensated absences payable to the Charter School employees, which includes the Florida Retirement System and FICA contributions, totaled \$88,666.

The current portion of the compensated absences liability at June 30, 2022 totaled \$8,867, and is expected to be paid in the coming fiscal year. The current portion was determined by calculating 10% of the compensated absences liability at June 30, 2022, estimated based on amounts that were historically paid out at the College.

The following is a summary of changes in compensated absences:

Beginning Balance June 30, 2021	Additions	Deletions	Ending Balance June 30, 2022
\$ 85,066	\$ 23,115	\$ 19,515	\$ 88,666

NOTE 4. FUNCTIONAL DISTRIBUTION OF EXPENSES

Operating expenses on the statements of revenues, expenses, and change in net position are presented in natural classifications. Below are those same expenses presented in functional classifications as recommended by NACUBO. The functional classification is assigned to a department based on the nature of the activity, which represents the material portion of the activity attributable to the department. Functional classification of expenses for the year ended June 30, 2022 is summarized in the following table:

Instruction	\$ 1,012,969
Academic support	721,899
Total operating expenses	<u>\$ 1,734,868</u>

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 5. STATE RETIREMENT PROGRAMS

Florida Retirement System

The College participates in the Florida Retirement System (FRS) defined benefit pension plan and the Health Insurance Subsidy (HIS) defined benefit plan administered by the Florida Division of Retirement. As a participating employer, the College implemented Governmental Accounting Standards Board (GASB) Statement No 68, *Accounting and Financial Reporting for Pensions*, which requires employers participating in cost-sharing multiple-employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities of the defined benefit pension plan. As a department of the College, the Charter School's net pension liability is aggregated within the College's net pension liability and the Charter School's OPEB liability is aggregated within the College's OPEB liability. Please refer to the St. Petersburg College audited financial statements, in which complete pension and OPEB disclosures are reported.

Essentially all regular employees of the College, including the Charter School are eligible to enroll as members of the state administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and Florida Retirement System Rules, Chapter 60S, *Florida Administrative Code*, wherein eligibility, contributions, and benefits are defined and described in detail.

The FRS is a cost-sharing, multiple-employer public-employee retirement system with two defined benefit plans and other nonintegrated programs administered by the Department of Management Services, Division of Retirement. These include a defined-benefit pension plan (Pension Plan) and a defined contribution plan, referred to as the Florida Retirement System Investment Plan (Investment Plan).

Employees enrolled in the Pension Plan prior to July 1, 2011, vest at six years of creditable service, and employees enrolled in the Pension Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

All members enrolled in the Pension Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65, or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Pension Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Pension Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 5. STATE RETIREMENT PROGRAMS (CONTINUED)

The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular Class, Senior Management Service Class, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service for employer contributions and vest fully and immediately for employee contributions.

Contributions

The State of Florida establishes contribution rates for participating employers and employees. Contribution rates during for the year ended June 30, 2022 were as follows:

Class or Plan	Percent of Gross Salary	
	Employee	Employer ^(a)
FRS - Regular	3.00%	10.82%
FRS - Senior Management Services	3.00%	29.01%

^(a) *Employer rates include 1.66% for the post-employment mental health insurance subsidy. Also, employer rates, include .06% for administrative costs of the Investment Plan.*

The Charter School's liability for participation is limited to the payment of the required contribution at the rates and frequencies established by law on future payrolls of the College. The Charter School's contributions to the state administered FRS for the year ended June 30, 2022 were \$64,552.

During the year ended June 30, 2022, there were nine Charter School participants enrolled in the Pension Plan, one participant enrolled in the Deferred Retirement Plan, and five participants enrolled in the Investment Plan. Employee contributions totaled \$17,887 for the year ended June 30, 2022.

An Annual Comprehensive Financial Report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services, Division of Retirement. The FRS Investment Plan is administered by the Florida State Board Administration (SBA), and is reported in an SBA annual financial statement and in the State of Florida Annual Comprehensive Financial Report.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 5. STATE RETIREMENT PROGRAMS (CONTINUED)

The College administers a single-employer defined benefit plan, Other Post-Employment Benefits Plan (OPEB Plan) that provides healthcare benefits for retirees and their benefits for all employees who satisfy the College's retirement eligibility provisions. Pursuant to the provisions of Section 112,0801, Florida Statutes, former employees who retire from the College are eligible to participate in the College's dental, health and hospitalization plan for medical and prescription drug, and life insurance coverage. The College subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the OPEB Plan on average than those of active employees. The College does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare (Medicare) program for their primary coverage as soon as they are eligible. The OPEB Plan contribution requirements and benefits terms of the College and the OPEB Plan members are established and may be amended by actions from the Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

NOTE 6. RISK MANAGEMENT PROGRAMS

The College is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The College provided coverage for these risks through a self-insured program and the Florida Community Colleges Risk Management Consortium. The Charter School is part of the College's self-insured program for risk management. Health and hospitalization coverage was added beginning January 1, 2021. Prior to January 1, 2021, the Board was self-insured for its group health and hospitalization for employees, retirees, former employees, and their dependents. The College's liability was limited by the excess insurance of \$350,000 per insured person. The plan was provided by an insurance company licensed by the Florida Office of Insurance Regulation.

Life insurance, dental, and eye coverage for employees is provided through purchased commercial insurance. The College contributes employee premiums as a fringe benefit. Employee dependent coverage is by payroll deduction and coverage for retirees, former employees, and their dependents is by prepaid premium.

Consortium

The College participated in the Florida Community Colleges Risk Management Consortium (the "Consortium"), which was created under authority of Section 1001.64(27), Florida Statutes, by the Boards of Trustees of Florida public community colleges for the purpose of joining a cooperative effort to develop, implement, and participate in a coordinated statewide community college risk management program.

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 6. RISK MANAGEMENT PROGRAMS (CONTINUED)

The Consortium is self-sustaining through member assessments (premiums) and is reinsured through commercial companies for claims in excess of specified amounts. Insurance coverage obtained through the Consortium included fire and extended property, general and automobile liability, workers' compensation, and other liability coverage. Settled claims resulting from these risks have not exceeded coverage in any of the past three years. The Charter School is part of the College's participation in the Consortium.

NOTE 7. RELATED PARTIES

There is a formal lease agreement between the Charter School and the College for facility space utilized by the Charter School. The term of the lease agreement is 30 years and commenced on July 1, 2019. Either party may terminate this agreement upon giving the other party no less than 360 days' notice. The Charter School will pay to the College base rent for the leased premises for each year during the lease term in the amount of \$18.47 per square foot or \$221,788. The base rent shall escalate on the anniversary date of each year during the lease term at a rate of 2% from the immediately preceding year's base rent. Lease payments made for the years ended June 30, 2022, were \$230,748.

The Consortium is self-sustaining through member assessments (premiums) and is reinsured through commercial companies for claims in excess of specified amounts. Insurance coverage obtained through the Consortium included fire and extended property, general and automobile liability, workers' compensation, and other liability coverage. Settled claims resulting from these risks have not exceeded coverage in any of the past three years. The Charter School is part of the College's participation in the Consortium.

Scheduled lease payments for future periods under the operating lease with the College are as follows:

For the year ending June 30,

2023	\$	235,363
2024		240,070
2025		244,872
2026		249,769
2027		254,764
2028-2032		1,352,320
2033-2037		1,493,071
2038-2042		1,648,471
2043-2047		1,820,045
2048-2049		779,998
	<u>\$</u>	<u>8,318,744</u>

**ST. PETERSBURG COLLEGIATE
HIGH SCHOOL NORTH PINELLAS
NOTES TO FINANCIAL STATEMENTS**

NOTE 7. RELATED PARTIES (CONTINUED)

Tuition

Florida Statute Section 1007.271, *Dual Enrollment Programs*, addresses enrollment of eligible secondary students in post-secondary courses creditable toward high school completion and a career certificate or an associate or baccalaureate degree.

The Statute requires each district school superintendent and each public postsecondary institution president to develop a comprehensive dual enrollment articulation agreement for the respective school district and post-secondary institution. Such agreement must be submitted annually to the Florida Department of Education. The components of the articulation agreement include a requirement for a funding provision that delineates costs incurred by each entity.

The funding provision requirement further details that school districts shall pay public post-secondary institutions the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program when dual enrollment course instruction takes place on the post-secondary institution's campus, and the course is taken during the fall or spring term.

In accordance with this legislation, the College invoiced the Charter School for the number of semester hours taken by Charter School students for classes at St. Petersburg College, multiplied by the standard tuition rate per credit hour, for the fall and spring terms. The Charter School recorded this tuition expense which totaled \$361,412 for the fiscal year ended June 30, 2022.

As no additional state appropriations were provided to the Charter School, the College contributed funds in the amount of \$361,412 for the fiscal year ended June 30, 2022, to help offset various operating expenses such as the costs for textbooks, nutrition, contracted services, and educational supplies.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg Collegiate High School North Pinellas
St. Petersburg, Florida**

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of St. Petersburg Collegiate High School North Pinellas (the "Charter School") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Charter School's basic financial statements, and have issued our report thereon dated September 23, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter School's internal control over financial reporting (internal control) to determine audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Mauldin & Jenkins, LLC

Bradenton, Florida
September 23, 2022



INDEPENDENT AUDITOR'S MANAGEMENT LETTER

**To the Board of Trustees of St. Petersburg College
On Behalf of St. Petersburg Collegiate High School North Pinellas
St. Petersburg, Florida**

Report on the Financial Statements

We have audited the financial statements of St. Petersburg Collegiate High School North Pinellas (the "Charter School") as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated September 23, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in that report, if any, which is dated September 23, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations in the prior year audit report.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are St. Petersburg Collegiate High School North Pinellas, 7411.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the Charter School has met one or more conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Charter School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the Charter School. It is management's responsibility to monitor the Charter School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the Charter School maintains on its website the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the Charter School maintained on its website the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Board of Trustees of St. Petersburg College, and applicable management, and the School Board of Pinellas County, and is not intended to be and should not be used by anyone other than these specified parties.

Mauldin & Jenkins, LLC

Bradenton, Florida
September 23, 2022

**DISTRICT SCHOOL BOARD, CHARTER SCHOOL AND CHARTER
TECHNICAL CAREER CENTER, THE FLORIDA VIRTUAL SCHOOL
(INCLUDING FLORIDA VIRTUAL SCHOOL GLOBAL), AND
VIRTUAL INSTRUCTION PROGRAM PROVIDER
AUDIT REPORT SUBMITTAL CHECKLIST**

Entity Name: St. Petersburg College Collegiate High School, Board of Trustees of
St. Petersburg College

Entity Address: 6605 5th Avenue North, St. Petersburg, Florida 33710

Entity Contact Person:
Name: Dr. Ian Call
Title: Principal
Phone Number: 727-341-3521
E-mail Address: call.ian@spcollege.edu

CPA or Other (if applicable):
Name: Mauldin & Jenkins LLC
Title: Dianne Kopczynski, CPA, Partner
Phone Number: 941-747-4483
E-mail Address: dkopczynski@mjcpa.com

Fiscal Year Audited: 2022

Date the auditor delivered the audit report to the entity: October 5, 2022

Does the audit report include the following items required by Sections 10.806(2) or 10.856(2), Rules of the Auditor General, as applicable?

Yes Financial statements, as described in Sections 10.805(3) and 10.855(3) - (7), Rules of the Auditor General, as applicable, together with related notes to financial statements?

Yes Required supplementary information such as the management's discussion and analysis?

Yes The auditor's report on the financial statements?

Yes The auditor's report on internal control and compliance?

Yes Any other auditor's reports, related financial information, and auditee-prepared documents required pursuant to Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or other applicable Federal law?

Yes The management letter defined in Sections 10.804(1)(f) and 10.854(1)(e), Rules of the Auditor General, as applicable?

N/A The written statement of explanation or rebuttal required by Sections 10.807(2) and 10.857(2), Rules of the Auditor General, as applicable?

In addition to the above, have the following requirements been complied with:

Yes Are all of the above elements of the audit report included in a **single document** as required by Sections 10.806(2) and 10.856(2), Rules of the Auditor General, as applicable?

Yes Are **one** paper copy and **one** electronic copy of the audit report being submitted as required by Sections 10.807(4) and 10.857(4), Rules of the Auditor General, as applicable?

Yes Is the electronic copy named using all lowercase letters as follows: [fiscal year] [name of entity].pdf? For example, the converted document for the 2021-22 fiscal year for Alachua County District School Board should be named 2022 alachua county dsb.pdf, while the converted document for the 2021-22 fiscal year for Alachua Learning Center, Inc. should be named 2022 alachua learning center.pdf. If the charter school goes by a DBA (doing business as), use the DBA in the file name.

Yes Was the audit report submitted within 45 days after receipt of the audit report from the auditor, but no later than 9 months after the end of the fiscal year as required by Section 218.39(7), Florida Statutes, as referenced by Sections 10.807(4) and 10.857(4), Rules of the Auditor General? **NOTE:** There is no provision in law authorizing an extension for filing the audit report.

This checklist should accompany the audit report. It is suggested that you retain a copy of the checklist for your files. Do not hesitate to contact us if assistance or clarification is needed regarding reporting requirements. Our contact information is as follows:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Telephone: (850) 412-2892

E-mail Address: flaudgen_dsb_charter@aud.state.fl.us

Web site Address: FLAuditor.gov

**DISTRICT SCHOOL BOARD, CHARTER SCHOOL AND CHARTER
TECHNICAL CAREER CENTER, THE FLORIDA VIRTUAL SCHOOL
(INCLUDING FLORIDA VIRTUAL SCHOOL GLOBAL), AND
VIRTUAL INSTRUCTION PROGRAM PROVIDER
AUDIT REPORT SUBMITTAL CHECKLIST**

Entity Name: St. Petersburg College Collegiate High School North,
Board of Trustees of St. Petersburg College

Entity Address: 600 East Klosterman Road, Tarpon Springs, Florida 34689

Entity Contact Person:
Name: Ryan Halstead
Title: Principal
Phone Number: 727-398-8465
E-mail Address: halstead.ryan@scollege.edu

CPA or Other (if applicable):
Name: Mauldin & Jenkins LLC
Title: Dianne Kopczynski, CPA, Partner
Phone Number: 941-747-4483
E-mail Address: dkopczynski@mjcpa.com

Fiscal Year Audited: 2022

Date the auditor delivered the audit report to the entity: October 5, 2022

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Yes Required supplementary information such as the management's discussion and analysis?

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Yes The management letter defined in Sections 10.804(1)(f) and 10.854(1)(e), Rules of the Auditor General, as applicable?

N/A The written statement of explanation or rebuttal required by Sections 10.807(2) and 10.857(2), Rules of the Auditor General, as applicable?

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