

MINUTES OF THE APRIL 18, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

The Board of Trustees of St. Petersburg College met on Tuesday, April 18, 2023 at the St. Petersburg College Health Education Center, Teaching Auditorium, 7200 66th Street N, Pinellas Park, Florida. The following Board members were present: Chair Thomas Kidwell, Vice Chair Jason Butts, Katie Cole, Deveron Gibbons 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, April 18, 2023 at the St. Petersburg College Health Education Center, Teaching Auditorium, 7200 66th Street N, Pinellas Park, 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).

23-037. In accordance with the Administrative Procedure Act, the following Agenda was prepared:

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES

April 18, 2023

SPC HEALTH EDUCATION CENTER

TEACHING AUDITORIUM

7200 66th STREET N

PINELLAS PARK, 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. Ms. Thadine Franciszkiewicz (*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 March 21, 2023 (*Action*)

V. MONTHLY REPORTS

- A. General Counsel

VI. STRATEGIC FOCUS

A. STRATEGIC PRIORITIES

- 1. SPC Technology – Dr. Patrick Rinard, Vice President, Technology/CIO
(*Presentation*)
- 2. St. Petersburg College Foundation Update – Mr. Jesse Turtle, Vice President
Institutional Effectiveness and Executive Director Foundation (*Presentation*)

VII. CONSENT AGENDA

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- A. OLD BUSINESS (items previously considered but not finalized) – None
- B. NEW BUSINESS
 - 1. ADMINISTRATIVE MATTERS
 - a. Human Resources
 - i. Personnel Report (*Action*)
 - b. Faculty Annual Contracts (*Action*)
 - 2. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. Duke Energy (*Informational*)
 - b. Congressional Earmark through THUD (*Action*)
 - c. National Science Foundation – SAIL-CC (*Action*)
 - 3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
 - a. Agreement with Facilities Protection Group, LLC– Electronic Access ID Readers (*Action*)
 - 4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION
 - a. Amend Project Budget for Miscellaneous Deferred Maintenance Projects (*Action*)
 - 5. OTHER
 - a. FY23-24 Lab Fee Schedule (*Action*)
 - b. JAQOB, Inc. – dba Nature’s Table 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 Report of Contracts (*Information*)
- F. Quarterly Report of Dell Financial agreements (*Information*)

G. Quarterly Report of Exempt and Non-Exempt Purchases (*Information*)

H. Removal of Certain Assets from Property Inventory (*Information*)

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

X. PRESIDENT’S REPORT

XI. NEXT MEETING DATE AND SITE

May 16, 2023, SPC EpiCenter, Collaborative Labs

XII. ADJOURNMENT

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting April 18, 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**

23-038. Under Item I, Call to Order

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

23-039. Under Item II – Recognitions

- A. Presentation of Retirement Resolutions
 - 1. Ms. Thadine Franciskiewicz (*Attending*)
- B. SPC Spotlights

Dr. Williams presented the following spotlights:

- Two new hires in SPC’s HR department: Ms. Donna Bolich, recruiting, and Christina Edgeworth, information.

23-040. Under Item III, Comments

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

- A. Board Chair

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Chair Kidwell reported on a good trip to Tallahassee after last month's meeting, and noted upcoming graduations; the board will be participating where they can. He may attend Tarpon Springs graduation for St. Pete Collegiate High School graduation too.

B. Board Members

Mr. Gibbons also shared how successful the Tallahassee trip was, noting that Conference is coming up and SPC is in both the House and Senate, a good sign for budget. He commended the staff and College for the team effort and thanked faculty and staff for their hard drive to get to graduation. He asked for prayers for the Moody and Campbell families.

Mr. Stonecipher thanked all who attended and organized the Donors & Scholars luncheon last month, noting that a lot of community members attended. Anthony Walker and Christopher Silva, two students, spoke at the event and were fantastic; everyone was moved by their comments. He shared that tomorrow the Board of Trustees will gather with Foundation Board for a long-overdue event.

Ms. Cole offered congratulations to Mr. Gibbons on his appointment to the FAMU Board of Governors.

C. President

Dr. Williams provided the following comments:

- SPC Model U.N. attained outstanding delegation award.
- 3 Titans in spotlight at April Florida College System Student Government Association Conference.
- 20 Ignite students (partnership with FAMU and SPC) attended inaugural transfer student preview.
- SPC Titans cybersecurity club advanced to regionals, where they placed second, advancing to the wildcard round.
- A Gibbs Collegiate High School Student presented at a local fair and won best in animal sciences and best in fair, won 4th in the state in animal science and was awarded a scholarship to FIT valued at \$84,000.
- Esteemed faculty, Funeral Services: At the April 11th meeting of commission on accreditation were granted highest reaccreditation status of seven years, and the program received four commendations.

D. Public Comments.

None.

23-041. Under Item IV, Review and Approval of Minutes

The minutes of the March 21, 2023 Meeting Minutes 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

23-042. Under Item V, Monthly Reports
Under Monthly Reports

Ms. Conza reported that the College's bargaining team continues to meet with full-time faculty and there are seven tentatively agreed to articles. The next session is April 28th and a shade meeting will be scheduled soon for board's guidance.

23-043. Under Item VI – A, Strategic Focus and Planning
Under Strategic Focus

A. STRATEGIC PRIORITIES

1. SPC Technology – Dr. Patrick Rinard, Vice President, Technology/CIO
(*Presentation*)
2. St. Petersburg College Foundation Update – Mr. Jesse Turtle, Vice President
Institutional Effectiveness and Executive Director Foundation (*Presentation*)

Prior to Dr. Rinard's presentation, Dr. Williams shared that SPC surveyed the College family about how to do better working with them. She noted that two big areas came to light: 1. Improve technology, 2. Communication. So the College will be focusing on those areas and she looks forward to Dr. Rinard sharing great news on progress and improvements coming.

Dr. Rinard presented the following update:

- Information technology (IT) organization (aligned IT as one department):
 - Added Institutional Research in October: Data gathering for grants, reporting for other departments
 - Academic Technology: Supports learning management system, and a dozen other systems used by faculty and staff at SPC
 - The benefits of one IT
- SWOT Analysis, highlights:
 - Strength: Dedicated team, data analytics
 - Weakness: Immature service desk and ticketing system, no formal governance
 - Opportunities: IT talent within the ranks
 - Threats: Aging enterprise solution
- Desired maturity level of IT (SPC is between providing support and trying to optimize)
- Information security posture:
 - Top of mind for CIOs
 - No formalized information security system (new Information Security Officer began and this is his top priority)
 - Since 2017 (hurricane Irma) moved critical systems to the cloud
- Short-term IT wins:
 - Rolled out multifactor authentication

MINUTES OF THE APRIL 18, 2023 MEETING OF THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE

- Automated updates to servers
- Filling vacant positions
- Deployment of virtual desktop infrastructure endpoints
- Continued move to cloud
- Rolling out MFA to students next month
- Four higher-level goals to complete by end of this fiscal year:
 - Establish IT governance
 - Garner stakeholder input (survey)
 - Information security program
 - Transform service desk
- Mission of IT: To deliver excellent student and employee experiences

Chair Kidwell said that, as much as no one likes to think about it, SPC is a business and this IT component is crucial, noting that the work done is impressive and there's an amazing team in place. He appreciated the detailed SWOT analysis and looks forward to this continuing to get better. He indicated it's the best report in technology in his four years.

Ms. Cole thanked him for his leadership and for the amazing team.

Mr. Stonecipher thanked him for the report, asking that -- with what he knows now to get where SPC wants to go -- if it is best utilized through different types of technology for efficiency or getting more people under the IT umbrella with new employees or combination of both.

Dr. Rinard replied that he doesn't think more IT staff is needed; the team just must get sharper. He further shared that the College struggled for years to hire vacant IT positions, but because of the board's work and allowing them to do a compensation and classification study and implement it last July, it's no longer a problem for most positions; SPC is now competitive. The department must look at technology solutions and ensure they are cutting edge. Changing the ERP system is a big ordeal that takes colleges three to four years.

Mr. Gibbons appreciated the great job as usual, noting it's good to see the streamlining and that SPC is on top of the business and the end users. SPC can now turn and respond quickly to get to what end users need.

Mr. Butts thanked him for the presentation and encouraged the team to push hard because, while IT governance is not sexy, it is everything, the backbone, infrastructure, balancing priorities. A vital part of the College.

Dr. Williams thanked the trustees for their comments, Dr. Rinard and the IT team, noting a lot of changes are system, policies, and processes. SPC needs to go after more progressive technology. She strongly advised that faculty be represented on the governance team.

Mr. Jesse Turtle presented the following about the Foundation's fiscal year ended March 31st:

- Thanked his mentor Steve Shepherd, immediate past chair
- Gave a shout out to marketing and strategic communications and their grant office
- Fundraising:
 - \$7.3 million this year
 - Almost \$5 million for Titan Fund this year (includes a large trust gift)
 - This year’s goals: \$250,000 Titan Fund; \$7 million overall
 - Recognized some past donors
- Engagement opportunities:
 - Increased, more coming next year
- Impact: \$4+ million this past fiscal year
- Shared video, thanking donors and scholars
- Three new board members joining this week
- Acknowledged Bill McCloud as emeritus status board members

Chair Kidwell thanked him for the good work, which stands for itself. He noted that bringing the boards together has been a goal of his and tomorrow night’s reception will be a big step.

Mr. Stonecipher thanked Mr. Turtle and Dr. Williams, noting SPC has come a long way bridging the gap since Mr. Turtle came on board with the institution and the community. This work ensures what SPC does is applicable to everyone and has a huge impact on the entire county.

23-044. Under Item VII – A, Old Business
NONE

23-045. Under VII-B, New Business

1. ADMINISTRATIVE MATTERS
 - a. Human Resources
 - i. Personnel Report (*Action*)
 - ii. Faculty Annual Contracts (*Action*)
2. GRANTS/RESTRICTED FUNDS CONTRACTS
 - a. Duke Energy—Workforce Development Grant (Informational)
 - b. U.S. House of Representatives Committee on Appropriations—
Transportation, Housing and Urban Development (THUD) and Related
Agencies Subcommittee, Congressional Earmark—Industry 4.0 Lab (*Action*)
 - c. National Science Foundation (NSF) – Social and Interactive Learning at
Community Colleges (SAIL-CC) (*Action*)
3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000
 - a. Agreement with Facilities Protection Group, LLC– Electronic Access ID
Readers (*Action*)

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4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

- a. Amend Project Budget for Miscellaneous Deferred Maintenance Projects (Action)

5. OTHER

- a. FY23-24 Lab Fee Schedule (Action)
- b. JAQOB, Inc. – dba Nature’s Table Lease Agreement (Action)

Dr. Williams noted that she sent the equity report information to trustees, noting that SPC is doing better in employment; still some work to do. That section of the report is due May 1. The full report is due in July.

The Board considered Items VII – B.1a -VII. B.5b. Mr. Gibbons moved approval. Ms. Cole seconded the motion. The motion passed unanimously.

23-046. 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 Report of Contracts (*Information*)
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- G. Quarterly Report of Exempt and Non-Exempt Purchases (*Information*)
- H. Removal of Certain Assets from Property Inventory (*Information*)

23-047. Under Item XI, Proposed Changes to BOT Rules Manual – Public Hearing - NONE

23-048. Under Item XII, President's Report

Dr. Williams provided the following report:

- There are 18 days left in the session to rally in Tally. The Florida College System still has \$1 million in recurring funding in both the House and Senate for the Great 28. There is still work to be done on the College System joining the state insurance plan; both seem to be in favor, now working out expenses.
- Capital City will join in May to bring outcome of policies and bills. Many of SPC's concerns have been revised in many ways.
- Meeting with Pinellas County Schools next week (group of SPC faculty, staff, board of trustees). The superintendent has been open and collaborative. Taking bus tour of new programs, and in the fall, PCS is coming to SPC to see SPC's program, with the goal of avoiding duplication and both systems coming together to collaborate.
- The first President Executive Advisory meeting was held recently to discuss better investing time and talent, the new world of work, and SPC remaining relevant.
- It's almost time to begin on a new three-year strategic plan. COVID hit at the beginning of the current plan. Will use the Fall forward to begin work on the 2024-2025 through 2026-2027 strategic plan.

23-049. Under Item XIII, Next Meeting Date and Location

The Board confirmed its next meeting date and location as Tuesday, May 16, 2023
9:00 a.m., at the SPC EpiCenter, Collaborative Labs

XII. ADJOURNMENT

Having no further business to come before the Board, Chair Kidwell adjourned the meeting at 10:09 a.m.

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

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



Transforming Information Technology at St. Petersburg College

Board of Trustees Meeting

April 18, 2023

Pat Rinard

VP, Information Technology & CIO



Agenda

- Recent IT Alignment
- CIO Top Priorities
- SWOT Analysis
- Our IT Maturity Level
- Information Security Posture
- Short-Term Wins
- Current Work
- Vision and Values



Aligned IT as One Department

- Enterprise Applications/Support
- ***Institutional Research*** • Technical Support Services
- Information Security
- ***Academic Technology*** • Infrastructure
- Data Management

Benefits of One IT:

1. Increased Synergy
2. Better communication
3. Potential Efficiencies
4. Vision Alignment



CIO Priorities

Q: Which of the following activities best characterize your focus and how you spend your time in your current role?



Source: State of the CIO, 2023. Credit FOUNDRY / CIO.COM



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SWOT Analysis

Strengths

- ✓ Dedicated Team
- ✓ Solid Infrastructure
- ✓ Cloud-Based Mission Critical Systems
- ✓ Current with end-point computers and classroom technology
- ✓ Data Analytics
- ✓ Increased Compensation will provide stability

Weaknesses

- ✓ Immature Service Desk – inefficient way to escalate issues and no way to receive feedback on service
- ✓ No formal governance for IT
- ✓ Time to realize value is too long
- ✓ Immature change control process

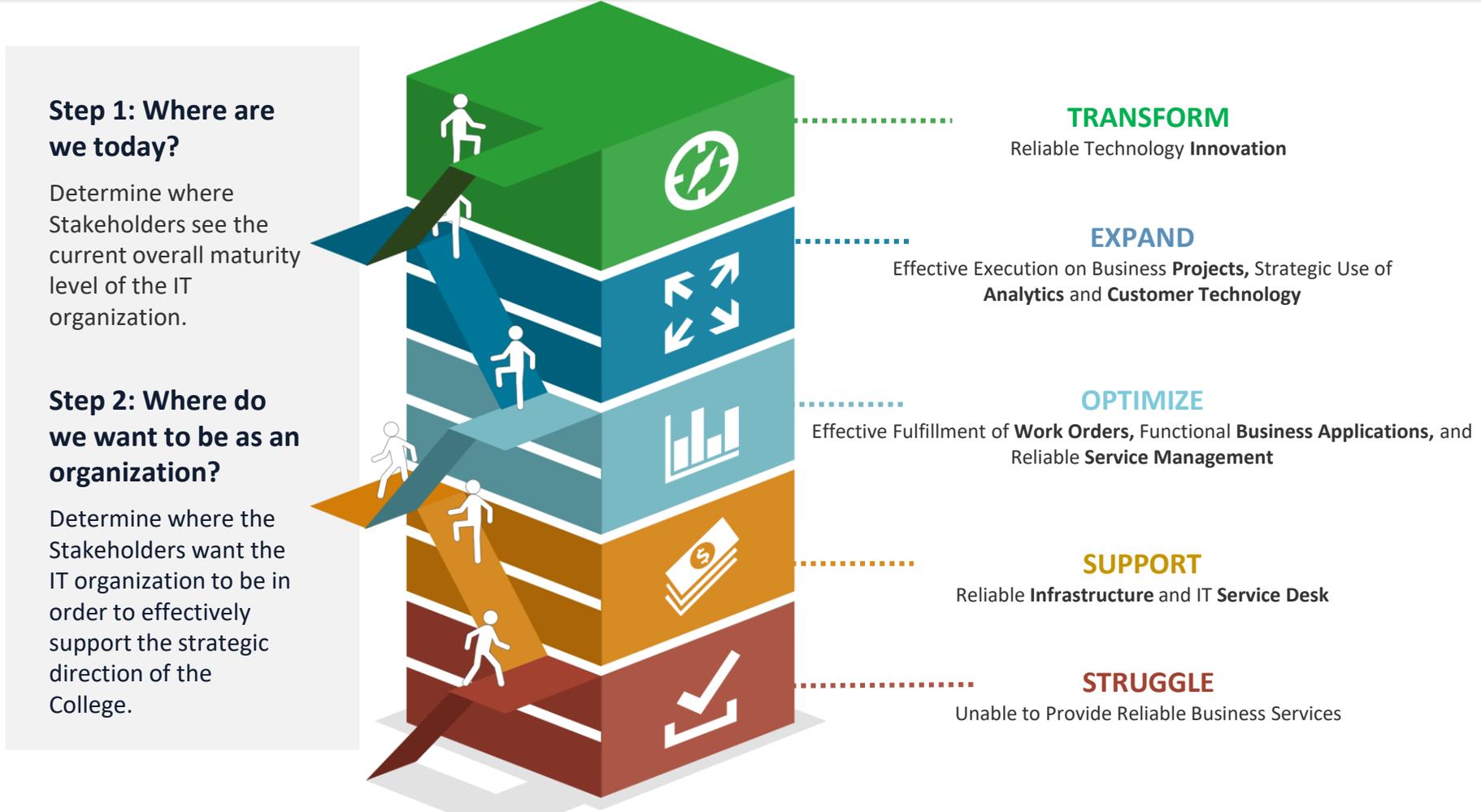
Opportunities

- ✓ Untapped potential within the ranks of IT
- ✓ IT can evolve to be a strategic differentiator vs. service provider
- ✓ Develop IT Mission/Vision/Goals that align with College
- ✓ Migration to Agile software development for quicker time to value

Threats

- ✓ No Formal Information Security Program
- ✓ Lack of Succession Planning
- ✓ Aging Enterprise solutions; PeopleSoft
- ✓ Technical skills and training

The Desired Maturity Level of IT



The Desired Maturity Level of IT



Step 1: Where are we today?
Determine where Stakeholders see the current overall maturity level of the IT organization.

Step 2: Where do we want to be as an organization?
Determine where the Stakeholders want the IT organization to be in order to effectively support the strategic direction of the College.



TRANSFORM
Reliable Technology Innovation

EXPAND
Effective Execution on Business Projects, Strategic Use of Analytics and Customer Technology

OPTIMIZE
Effective Fulfillment of Work Orders, Functional Business Applications, and Reliable Service Management

SPC's IT ←

SUPPORT
Reliable Infrastructure and IT Service Desk

STRUGGLE
Unable to Provide Reliable Business Services



Information Security Posture

- Top of Mind for all CIO's
- Formalize our Information Security Program

• Training	• Encrypting outbound email
• Phishing exercises	• Encrypting hard-drives of laptops

- Change Information Security Culture
- Compliance and audits (Graham-Leach Bliley Act)
- Added bench strength in critical area
- Mission critical systems encrypted in Cloud



Short-Term IT Wins

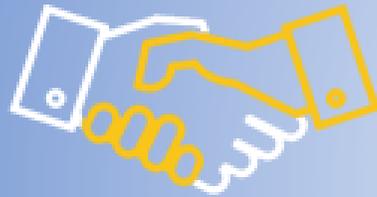
- Multifactor Authentication rollout
- Automated updates to servers
- Filling vacant positions
- Improving IT culture and giving IT a voice
- Deployment of Virtual Desktop Infrastructure endpoints
- Continued move to Cloud

Strategic IT Goals for Remainder of 2022-23

Goal	Strategic Alignment	Timeframe
01 Establish IT Governance	<i>Employee Engagement</i> Strengthen Employee Involvement	January '23 – ongoing
02 Garner Stakeholder Input	<i>Employee Engagement</i> Strengthen Employee Involvement	April '23 – May '23
03 Information Security Program	<i>Financial Vitality</i> Optimize Property & Technology Assets	December '22 – June '23
04 Transform Service Desk	<i>Employee Engagement</i> Improve Communication <i>Academic Excellence</i> Strengthen Holistic Support	November '22 – June '23

Deliver Excellent Student and Employee Experiences

IT/Stakeholder Collaboration



- Accountability
- Customer-Centric Solutioning
- Support Teaching & Learning
- Transparency

Improve IT's Progress



- Continuous Improvement
- Standard of Excellence
- Nimble
- Professional Growth

Focus on Strategy



- Intentionality
- Selective Solutioning
- Strategic Alignment

Our Best is Yet to Come!

Questions



St. Petersburg College Foundation Year in Review FY23

(April 1, 2022 – March 31, 2023)

- Fundraising
- Engagement Opportunities
- Philanthropic Support





FUNDRAISING

- Fiscal Year 2023

SPC Titan Fund - \$492,545

Overall - \$7,345,205

- Fiscal Year 2022

SPC Titan Fund - \$182,358

Overall - \$7,749,114

- Fiscal Year 2024 Goals

SPC Titan Fund - \$250,000

Overall - \$7,000,000

*combination of gifts, pledges and estate gifts

Engagement Opportunities



Ongoing engagements opportunities to encourage philanthropic support and goodwill of the College is a priority for the Foundation. We have involved the SPC Foundation Board of Directors, the Board of Trustees, Faculty, Staff, Students and the community.

- President's Receptions
- SPC Day (Ray's game, alumni mixer, etc.)
- Palladium and LRMA events
- Non-profit Galas and Chamber events
- Helen K. Leslie Legacy Society Lunch
- SPC Donors & Scholars Appreciation Luncheon
- Donor Gift Announcements (Speer & Warshof)
- Alumni Day at SPC Baseball Game
- 1 on 1 meetings with community, alumni and corporations



MAKING AN IMPACT

\$4,172,208.53

Founded in 1980, The St. Petersburg College Foundation is a 501(c)(3) corporation and a direct support organization of St. Petersburg College.

The Foundation's Mission is to accept and prudently manage all gifts including cash, securities, property, bequests and trusts that help advance the objectives of the College through a broad range of scholarships and program grants.

By the numbers:

The SPC Foundation manages more than

350

Academic, Program Support and Scholarship funds

In 2022-23, SPC students were awarded more than

\$2.5M

in scholarships through SPC Foundation Funds

In 2022-23, the SPC Foundation provided more than

\$1.7M

Scholarships to deserving students in our community



THANK YOU!



April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Bolich, Donna	Assoc. Dir TA & Onboarding	Human Resources Training	3/6/2023
Davison Jr, Francis M	Systems Analyst	Administrative Information Sys	3/6/2023
Edgeworth, Christina M	HRIS Operations Manager	Human Resources	3/6/2023
McCants, Sheila F	Culture and Engagement Manager	President Support	3/20/2023
Richmeyer, Grace	Athletics Coach	Athletics	3/20/2023

TRANSFER/PROMOTION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effective Date
Smith, Madeline M	Coord, StudentLife&Leadership	Student Activities HC	3/27/2023
Ziemak, Kellie A	Executive Director, Stu Exp	Student Services	3/6/2023

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Joseph, Andrew J	Accounting Support Specialist	Business Services	3/6/2023
Rivera, Kimberly	Student Support Specialist	Academic Affairs	3/20/2023
Santiago, Brandon P	Student Support Specialist	Institutional Research/Effect	3/20/2023
Turner, Brandy A	Administrative Svcs Specialist	College of Health Sciences	3/20/2023

TRANSFER/PROMOTION Budgeted Career Service			
Name	Title	Department/Location	Effective Date
Beach, Emma L	Administrative Svcs Assistant	Admissions & Central Records	3/20/2023
Gonzalez, Karla A	Sr Tech Support Specialist	Information Technology Systems	3/27/2023
Williamson, Anneliesje C	Accounting Support Specialist	Financial Assistance Services	3/20/2023

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

FACULTY			
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Name	Title	Department/Location	Effective Date
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SUPPLEMENTAL Temporary			
Name	Title	Department/Location	Effective Date
Hall, Jason	Contributed Service	Social & Behavioral Science SE	3/6/2023
Benson, Susan D	Faculty - supplemental	Communications SPG	3/6/2023
Billings, Christopher J	Adjunct Faculty	College of Computer & InfoTech	3/20/2023
Boehme-Terrana, Linae M	Project Deliverable	Academic EffectivenessAssessmt	3/6/2023
De La Piedra, Gregory P	Faculty - supplemental	Foreign Language SPG	3/6/2023
Durda, Carolyn M	OPS Professional	Academic Affairs	3/20/2023
Feher, Kristina E	Adjunct Faculty	Ethics CL	3/20/2023
Gil, Tiffany M	OPS Career Level 5	Academic Affairs	3/6/2023
Gilleland, Amanda H	Faculty - supplemental	Natural Science SE	3/6/2023
Grinnell, Lynn D	Project Deliverable	Baccalaureate Programs	3/6/2023
Gupta, Sachin	Adjunct Faculty, Bach	Baccalaureate Biology	3/20/2023
King, Laurie A	Faculty - supplemental	Ethics CL	3/6/2023
King, Laurie A	Faculty - supplemental	Ethics CL	3/20/2023
Kratimenos, Nicole M	Adjunct Faculty	Social & Behavioral Science SE	3/6/2023
Kratimenos, Nicole M	Adjunct Faculty	Social & Behavioral Science TS	3/20/2023
Kumari, Sunita	Project Deliverable	Academic EffectivenessAssessmt	3/6/2023
Lyttle-Bryant, Elizabeth R	Adjunct Faculty	Veterinary Technology	3/20/2023
Stanley Jr, Robert W	Adjunct Faculty	Health Information Mgmt HC	3/20/2023

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Bernier, Jennie	OPS Career Level 5	Learning Resources	3/6/2023
Erskin, Derek R	Professional Trainer-OPS	Workforce/Professnl Developmnt	3/20/2023
Foltz, Katherine	OPS Career Level 4	Business Administration SP	3/20/2023
Leonard, Marguerite	OPS Career Level 6	NTPI/WMD Grant - AC	3/20/2023
Musco, Marlene	OPS Teaching Asst/Interpreter	Accessibility Services	3/6/2023
Novak, Annette A	Professional Trainer-OPS	Workforce/Professnl Developmnt	3/27/2023
Souza de Figueiredo, Reginaldo	Professional Trainer-OPS	Workforce/Professnl Developmnt	3/30/2023
True, NFN	OPS Career Level 4	Academic Affairs	3/6/2023
Mohammed, Sheriffa N	OPS Career Level 8	Workforce/Professnl Developmnt	3/6/2023
Theocharakis, Eleni W	OPS Professional	Academic Affairs	3/1/2023
Tunceren, Lillian L	Faculty - supplemental	Communications CL	3/6/2023
Yoder, Albert W	Professional Trainer-OPS	Workforce/Professnl Developmnt	3/6/2023

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

DG-4/10/23

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, President 

SUBJECT: Faculty Annual Contract Review Process (Information)

The deans addressed a number of factors associated with each faculty member as part of the decision-making process. These factors include:

- Student Course Success Rates
- Student Course Survey of Instruction Scores
- Participation in Out of Class Support
- College Service and Duties Outside the Classroom
- Professional Development Completed
- Professional Development Plan for the coming year in collaboration with Dean
- Class Observations
- Strengths

Fifty-three faculty are recommended for annual contracts for the 2023-2024 academic year.

The Center for Excellence in Teaching and Learning and the Instructional Design, Education and Support Team continue to provide innovative teaching workshops, webinars, and training to help faculty meet the changing needs of our current student population.

Matthew Liao-Troth, Vice President, Academic Affairs

March 21, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President 

SUBJECT: Faculty Annual Contract Recommendations (2023-2024)

Approval is sought for the following recommended personnel transactions concerning faculty appointments, which shall be enforced via contracts for employment.

Recommend appointment to a contract, contingent upon the successful completion of satisfactory service in the current contract year.

Name	Title	Effective Date
Abercrombie, Eric Neal	Faculty	8/1/2023 - 7/31/2024
Applegate, Rita	Faculty	8/1/2023 - 7/31/2024
Austin, Heather M	Faculty	8/1/2023 - 7/31/2024
Barnett, Eartha	Faculty	8/1/2023 - 7/31/2024
Bednarski, Julia Ann	Faculty	8/1/2023 - 7/31/2024
Branham, Megan Harrison	Faculty	8/1/2023 - 7/31/2024
Bushman, Gregory Alan	Faculty	8/1/2023 - 7/31/2024
Cardenas, Andres Manuel	Faculty	8/1/2023 - 7/31/2024
Cory, Alexander	Faculty	8/1/2023 - 7/31/2024
Crumbs, LaPorsha Chanell Mequill Catherin	Faculty	8/1/2023 - 7/31/2024
Davies, Joi B	Faculty	8/1/2023 - 7/31/2024
Davy-Marquardt, Jennifer R	Faculty	8/1/2023 - 7/31/2024
De La Piedra, Gregory Paul	Faculty	8/1/2023 - 7/31/2024
Eberhardt, Pauline A	Faculty	8/1/2023 - 7/31/2024
Ernst, Lynn A	Faculty	8/1/2023 - 7/31/2024
Fanfan, Vanessa	Faculty	8/1/2023 - 7/31/2024
Frazer, Jacqueline	Faculty	8/1/2023 - 7/31/2024
George, Shereena	Faculty	8/1/2023 - 7/31/2024
Goodacre, Vera	Faculty	8/1/2023 - 7/31/2024
Gunter-Moyers, Kimberly D	Faculty	8/1/2023 - 7/31/2024
Hofrichter, Jamie E	Faculty	8/1/2023 - 7/31/2024
Jasper, Brenda R	Faculty	8/1/2023 - 7/31/2024
Kicklighter, Janice L	Faculty	8/1/2023 - 7/31/2024
King, Sonia A.	Faculty	8/1/2023 - 7/31/2024
Krishna, Sadasivam	Faculty	8/1/2023 - 7/31/2024
Largent, Lindsay Nicole	Faculty	8/1/2023 - 7/31/2024
Lassiter, Vonet L	Faculty	8/1/2023 - 7/31/2024
Lin, Katherine	Faculty	8/1/2023 - 7/31/2024
Lindmeier, Connie Lynn	Faculty	8/1/2023 - 7/31/2024
McPherson, Dana L.	Faculty	8/1/2023 - 7/31/2024
Michels, Lisa	Faculty	8/1/2023 - 7/31/2024
Negron, Arlenne	Faculty	8/1/2023 - 7/31/2024
Ofoulhast-Othamot, Gylidas Allan	Faculty	8/1/2023 - 7/31/2024
Olson, Leah Helene	Faculty	8/1/2023 - 7/31/2024
Overdorf, Rebecca L	Faculty	8/1/2023 - 7/31/2024
Palomino, Stephanie Joyce Williams	Faculty	8/1/2023 - 7/31/2024
Poling, Loretta	Faculty	8/1/2023 - 7/31/2024
Poteet, Stephen Wesley	Faculty	8/1/2023 - 7/31/2024
Quaglia, Chelsea Leigh	Faculty	8/1/2023 - 7/31/2024

Name	Title	Effective Date
Riggs,Carolyn N	Faculty	8/1/2023 - 7/31/2024
Rodriguez,Rosa E	Faculty	8/1/2023 - 7/31/2024
Rojas,Andres	Faculty	8/1/2023 - 7/31/2024
Ruiz,Alexis Jeannette	Faculty	8/1/2023 - 7/31/2024
Smith,Franklin	Faculty	8/1/2023 - 7/31/2024
Snell,Katy Lavonne	Faculty	8/1/2023 - 7/31/2024
Storm,Martin	Faculty	8/1/2023 - 7/31/2024
Vorbroker,Diane Kohmescher	Faculty	8/1/2023 - 7/31/2024
Whaley, Kristine Michelle	Faculty	8/1/2023 - 7/31/2024
Wathen,Clinton Mitchel	Faculty	8/1/2023 - 7/31/2024
Watkins,Stephanie	Faculty	8/1/2023 - 7/31/2024
Weber,Susan	Faculty	8/1/2023 - 7/31/2024
Westmoreland, John Peter	Faculty	8/1/2023 - 7/31/2024
Yates,Claire	Faculty	8/1/2023 - 7/31/2024

Tonjua Williams, President and Matthew Liao-Troth, Vice President for Academic Affairs, recommend approval.

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: 2022-2023 Equity Report

Approval is sought to submit the 2022-2023 Equity Update Report to the Florida Department of Education, Division of Florida Colleges.

Consistent with the requirements of Sections 1000.05 and 1012.8, Florida Statutes, each Florida College System institution is required to submit an annual update of local plans related to educational equity in the areas of athletics, education and employment.

Approval is sought for Part II: College Employment Equity Accountability of the report, provided as an attachment and summarized below.

Employee Data

Employment goals for the college are set based on anticipated enrollment, however, there are no goals for this cycle. The college is set to attract, recruit and hire employees who represent diverse categories with the leadership of the Human Resources Talent Acquisition team. The college will persist in advertising to attract outstanding talent that will contribute to the college goals and in achieving our overarching goals of educating, empowering and engaging.

As a foundational strategic objective, the College continues to develop and implement deliberate steps to improve equity at the College, both for students and employees.

Attachment

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President *(TW)*
SUBJECT: Duke Energy—Workforce Development Grant

This informational memo provides a summary of a grant proposal that was submitted in collaboration by the St. Petersburg College Foundation and St. Petersburg College to The Duke Energy Foundation. The grant will provide an estimated \$50,000 in funding over a one-year period for this proposal. If awarded, funding will be channeled under the direction of the SPC Foundation as a non-profit entity.

Duke Energy Foundation provides grants to strengthen and uplift communities throughout Florida. Through initiatives that cultivate Vibrant Economies, grants support workforce development training for jobs vital to the energy economy, with a focus on underrepresented populations. The St. Petersburg College Foundation has been invited to apply for a grant to support SPC’s Electrical Lineworker Program. This program addresses the growing shortage of electrical lineworkers in the Tampa Bay region by building a sustainable pathway from community engagement to education and future employment. Aligned with Duke Energy’s goal of creating vibrant economies through workforce development training, the program helps underemployed and underrepresented individuals gain solid, hands-on workforce skills that lead to better wages and economic mobility. Project goals for the upcoming year will be to increase the variety of program participants, include increasing access and affordability through scholarship support, and to continue to provide quality training, including soft skills training that help students gain jobs in the industry.

The estimated period of performance will be from July 1, 2023 through June 30, 2024. The total project budget is anticipated to be \$50,000, of which the College anticipates receiving the full award amount.

Jackie Skryd, Vice President of Workforce Development and Corporate Partnerships; Mia Conza, General Counsel; and Jesse Turtle, Vice President of Institutional Advancement and Executive Director of the Foundation.

gms040323

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: U.S. House of Representatives Committee on Appropriations—Transportation, Housing and Urban Development (THUD) and Related Agencies Subcommittee, Congressional Earmark—Industry 4.0 Lab

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to The United States House of Representatives Committee on Appropriations by St. Petersburg College for a congressional earmark through the Transportation, Housing and Urban Development (THUD) and Related Agencies subcommittee. Permission is also sought to accept an estimated \$3,500,000 in funding over a one-year period for this proposal and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

SPC has submitted a proposal to create an Industry 4.0 lab which is an innovative environment with hands-on engagement that provides students with in-depth learning and real-world experience emulating a true production operation. The new lab addresses the need for the future manufacturing workforce to be prepared to shift from skilled production to a connected, digitally enabled one. Students will be prepared in intelligent production, where smart and autonomous machines, systems and networks exchange data in the areas of 5-Axis Machining, Additive Manufacturing, Automation & Robotics, Generative Design, Digital Twin and Artificial Intelligence and Machine Learning.

With Pinellas County leading third in the state for a manufacturing employee base and second in the number of manufacturing establishments, the Industry 4.0 lab is well-supported by local industry along with the Pinellas County Economic Development. Funding will support the new equipment and tools needed for Industry 4.0 and will include funding to assist in renovation and construction costs.

The period of performance will be from July 1, 2024 through June 30, 2025. The total project budget is projected to be \$3,500,000 over a one-year period, of which the College anticipates receiving the full amount.

Jackie Skryd, Vice President, Workforce Development and Corporate Relations; Matthew Liao-Troth, Vice President, Academic Affairs, Mia Conza, General Counsel; and Sidney Martin, Program Director of Engineering Technologies, recommend approval.

Attachment
gms032723

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

Date of BOT Meeting: April 18, 2023

Funding Agency or Organization: United States House of Representatives
Transportation and Housing and Urban
Development (THUD) and Related
Agencies Subcommittee

Name of Competition/Project: Industry 4.0 Lab

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 07/01/24 **End:** 06/30/25

Administrator: Jackie Skryd

Manager: TBD

Focus of Proposal:

Manufacturing in Florida is ranked among the nation’s top 10 states, with Florida home to over 20,200 manufacturing companies that employ more than 371,000 workers with a high concentration of these companies headquartered in the Tampa Bay Metropolitan Statistical Area (MSA). More than 8,000 jobs over the past decade were added in 2020 with a 25% increase in annual wages over the last five years. With 10% of the nation’s Fortune 500 companies also operating in Tampa Bay, the region is positioned to train and retain highly competent professionals in the manufacturing sector. Yet, over recent years, there has been a widening gap between the number of available jobs and the number of people with the skills to fill them.

Current predictions are that 2.1 million manufacturing jobs could go unfilled by 2030 due to the lack of a skilled manufacturing workforce. With employers struggling to keep up with the demand for skilled manufacturing employees, this project will support this severe need through the development of an Industry 4.0 Lab that will build the workforce talent pipeline with access to modernized manufacturing equipment, tools and training.

The Industry 4.0 Manufacturing lab will address 5-Axis Machining, Additive Manufacturing and 3D Modeling, Augmented Reality and Virtual Reality, Artificial Intelligence/Machining Learning, Automation/Mechatronics, Robots, Digital Twin and Generative Design, which are the newest technologies that will allow students to compete for high paying manufacturing careers. With alignment of recognized industry credentials and certifications, incorporated into certificates, apprenticeships, associate and bachelor degree programs, students will gain the skills needed to fill the identified skilled manufacturing workforce gap.

Funding will support needed equipment, tools and renovation costs to assist in the construction of the lab at the Clearwater Campus where 40% of the industrial businesses are located.

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.)

Equipment	\$2,571,699
Tools	\$ 73,957
Renovations	\$ 854,344
Supplies	
Total Budget	\$3,500,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$3,500,000
Total amount from funder:	\$3,500,000

Amount/value of match:	Cash: N/A
	In-kind: N/A
Required match or cost sharing:	No X Yes
Voluntary match or cost sharing:	No X Yes
Source of match/cost sharing:	N/A
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. Community Focus
	2. Student Success
Strategic Initiative(s):	1. Community Engagement
	2. Academic Excellence

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: National Science Foundation (NSF) – Social and Interactive Learning at Community Colleges (SAIL-CC)

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Technology for Effective and Efficient Learning (TEEL) Lab at Carnegie Mellon University (CMU) and the National Institute for Staff and Organizational Development (NISOD) for the Social and Interactive Learning at Community Colleges (SAIL-CC) grant. Permission is also sought to accept an estimated \$5,360 in funding over a two-year and two-month period for this proposal and enter into any amendments, extensions, or agreements as necessary, within the original intent and purpose of the grant.

SPC has applied to participate in The National Science Foundation's SAIL-CC project through TEEL and NISOD amongst a total of 25 other community colleges. Participating institutions will integrate SAIL, a research-driven learning and teaching platform designed to incorporate *Project-Based Learning* and *Data-Informed Teaching* best practices into computer and information technology curriculum. The grant will provide up to 131 hours of professional development for faculty members and one hour of research interviews per semester.

The TEEL lab at CMU and NISOD are collaborating on SAIL-CC to create an interactive project-based inclusive curriculum for teaching two entry-level computer science and information technology courses at community colleges: *Practical Programming with Python* and *Introduction to Computing*. SPC faculty will teach these two courses and participate in research related activities.

The period of performance will be from April 15, 2023 through June 30, 2025. The total project budget is projected to be \$5,360 over a two-year and two-month period, of which the College anticipates receiving the full amount.

Matthew Liao-Troth, Vice President, Academic Affairs; Mia Conza, General Counsel; and Norene Kemp, Dean of the College of Computer and Information Technology, recommend approval.

Attachment
gms33023

Funding:

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

\$ 5,360

Total amount from funder:

\$ 5,360

Amount/value of match:

Cash: N/A

In-kind: N/A

Required match or cost sharing:

No Yes

Voluntary match or cost sharing:

No Yes

Source of match/cost sharing:

N/A

Negotiated indirect cost:

N/A

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

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

April 18 , 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Agreement with Facilities Protection Group, LLC—Electronic Access ID Readers

Approval is sought to for an Agreement with Facilities Protection Group, LLC of Tampa, Florida to provide and install 102 electronic access card readers for all network “closets” and data centers serving as network distribution facilities. There are multiple closets on each SPC campus requiring enhanced access control to comply with the Gramm-Leach-Bliley Act. The total cost to the College for this effort will not exceed \$525,000.

The equipment installed as a result of this purchase provides appropriate access control to protect College network distribution locations and brings SPC into compliance with the Federal Trade Commission Gramm-Leach-Bliley Act (GLBA) that requires:

“Access restrictions at physical locations, such as buildings and computer facilities, to permit access to authorized persons only.”

At present, these network closets are secured by physical key access which is unsuitable to meet the standards for GLBA, as no conclusive review or audit is possible in the event of a breach.

This effort was initially started in 2022, and targeted the most crucial network closets. As more locations were identified as needing GLBA compliant access controls, we realized the total project cost would be greater than anticipated and requires Board approval.

- The total investment to date is \$152,000.
- The remaining investment to secure all sensitive network areas is \$373,000.
- The total cost to the College is not to exceed \$525,000.

Janette Hunt, Vice President, Finance & Business Operations; Patrick Rinard, Vice President, Information Technology/CIO; and Mia Conza, General Counsel, recommend approval.

jg032923

April 18, 2023

Agenda Item VII – B.4a

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Amend Project Budget for Miscellaneous Deferred Maintenance Projects

Authorization is requested to increase project budgets for Miscellaneous Deferred Maintenance Projects as listed below.

In May 2022, St Petersburg College was advised of the \$47.5 million and \$5 million appropriation to be used on deferred maintenance* projects for collegewide and Tarpon Springs specific, respectively. On November 15, 2022, the Board of Trustees approved authorization to proceed with the projects listed below. The college worked with Garland/DBS, INC. under an Omnia contract to solicit proposals. Due to market conditions, proposals received were higher than originally projected. Approval is sought to increase the project budgets as listed below.

Funding	Campus	Project Description	Amended Project Budget
DF	Clearwater	BT Roof	\$627,000
DF	St. Pete/Gibbs	Humanities (HS) room replacement	\$636,000
TS DF	Tarpon Springs	BB roof replacement	\$1,840,000

*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 Gary Falasca, Director Facilities Services, Facilities Planning & Institutional Services; recommend approval.

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fees

Approval is sought for the proposed FY23-24 Lab Fee Schedule.

Florida Statute 1001.64(10) states that each Board of Trustees shall establish fees. In addition to standard tuition and fees, this authorization extends to user fees, as specified in Florida Statute 1009.23(12(a)). User fees can only be charged to the persons receiving the service and shall not exceed the cost of the services provided. Laboratory fees are considered a user fee. They are intended to cover costs associated with a lab course, such as consumables, additional support personnel to offer class, specialized equipment and software. The following proposed lab fee schedule is limited to course updates within the Academic Discipline. **There are no proposed changes to increase laboratory fees.**

Lab Fees by Academic Discipline

Proposed course updates to the academic discipline:

<i>NURSING</i>	NUR1211C-NUR2731C, NUR1110C, NUR1003C, NUR2034C, NUR2035C, NUR2205C	\$380.47
<i>COMPUTER – INFO TECH</i>	CET1600-CET1172, CTS1314-CTS2370, CIS4200, CGS2811	\$75.00

Eliminated lab fees due to course deletions:

<i>SCIENCE (Wellness & Human Performance)</i>	PEM1171, PEM1177, PEM2131, PEM2342, PEN2136, PET2622	\$14.95
<i>COMPUTER – INFO TECH</i>	CIS2352, CTS1120, ISM4320, ISM4324	\$75.00
<i>COE UD</i>	SCE4940, SCE4942, SCE4943	\$41.01

Janette Hunt, Vice President, Finance & Business Operations, Matthew Liao-Troth, Vice President, Academic Affairs, and Jamelle Conner, Vice President, Student Affairs, recommend approval.

April 18, 2023

MEMORANDUM

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

Authorization is sought to enter into a new 3-year Lease Agreement with JAQOB, Inc dba Natures Table Epi Center for the period, which is anticipated to commence on or before, June 4, 2023 and continue through June 3, 2026, with one, three-year optional renewal. 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 Epi Center to JAQOB, Inc. to provide food services. The attached Lease Agreement provides for the lease of approximately 1002 square feet for exclusive use by the Tenant for restaurant cooking and counter service at a monthly rate of \$300.00 for years 1 - 3 (\$3,600 annually), with a 3% increase for each renewal year thereafter. Rent will be paid in monthly installments, starting with the first month on June 4, 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; Karen Reynolds, Director, Procurement; and Mia Conza, General Counsel, recommend approval.

Attachment

LEASE
BETWEEN
JAQOB, INC.
AS TENANT
AND
ST. PETERSBURG COLLEGE
AS LANDLORD

Initials

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Initials

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 JAQOB, Inc., a Florida for profit corporation, herein designated "Tenant". Landlord does hereby lease and deliver to Tenant, and Tenant does hereby lease, hire, and accept from Landlord, that certain retail space located at St. Petersburg College's EpiCenter, 13805 58th Street North, Clearwater, Florida (the "Building"), as further described herein below::

1. PREMISES

The leased space utilized by Tenant is located at the Epi Center to provide food service within the building. This lease includes 1002 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 **4th day of June 2023** (the "Commencement Date"). The Lease Term shall expire at 5:00 p.m. on **the 3rd day of June, 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 one additional three-year period 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,

Initials

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 \$300.00 per month, plus applicable sales tax for years one (1) through three (3), with one, three-year optional renewal where the base rent shall increase by 3% each year.

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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 times 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 hazards 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 and the Premises 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, 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:

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- A. Matters Affecting View From Exterior. To designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting that may be visible from the exterior of the Premises (either from outside the building or from common areas within the Building). Tenant shall propose any such installations to Landlord thirty (30) days prior to installation, within which time Landlord shall notify Tenant of any corrections or disapprovals.
- B. Access Changes. To change the arrangement of entrances, doors, corridors, and other access ways in the Building (including ingress and egress to the Building), provided that no such change shall materially or adversely affect access to the 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 or the Building;
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 against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant, 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 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 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 Premises 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)

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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 one (1) written notice for monetary defaults during any 12-month period, and if after

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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;
 - 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.

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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: JACOB, Inc. d/b/a NATURE'S TABLE EPI
Robert Carpenter
4520 98th Ter. N.
Pinellas Park, FL 33782

- 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

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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 OR IN RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF

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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.
- 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;

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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.

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- 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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**JAQOB INC. d/b/a NATURE'S TABLE
EPI**

ST. PETERSBURG COLLEGE

Signature

Signature

Name & Title

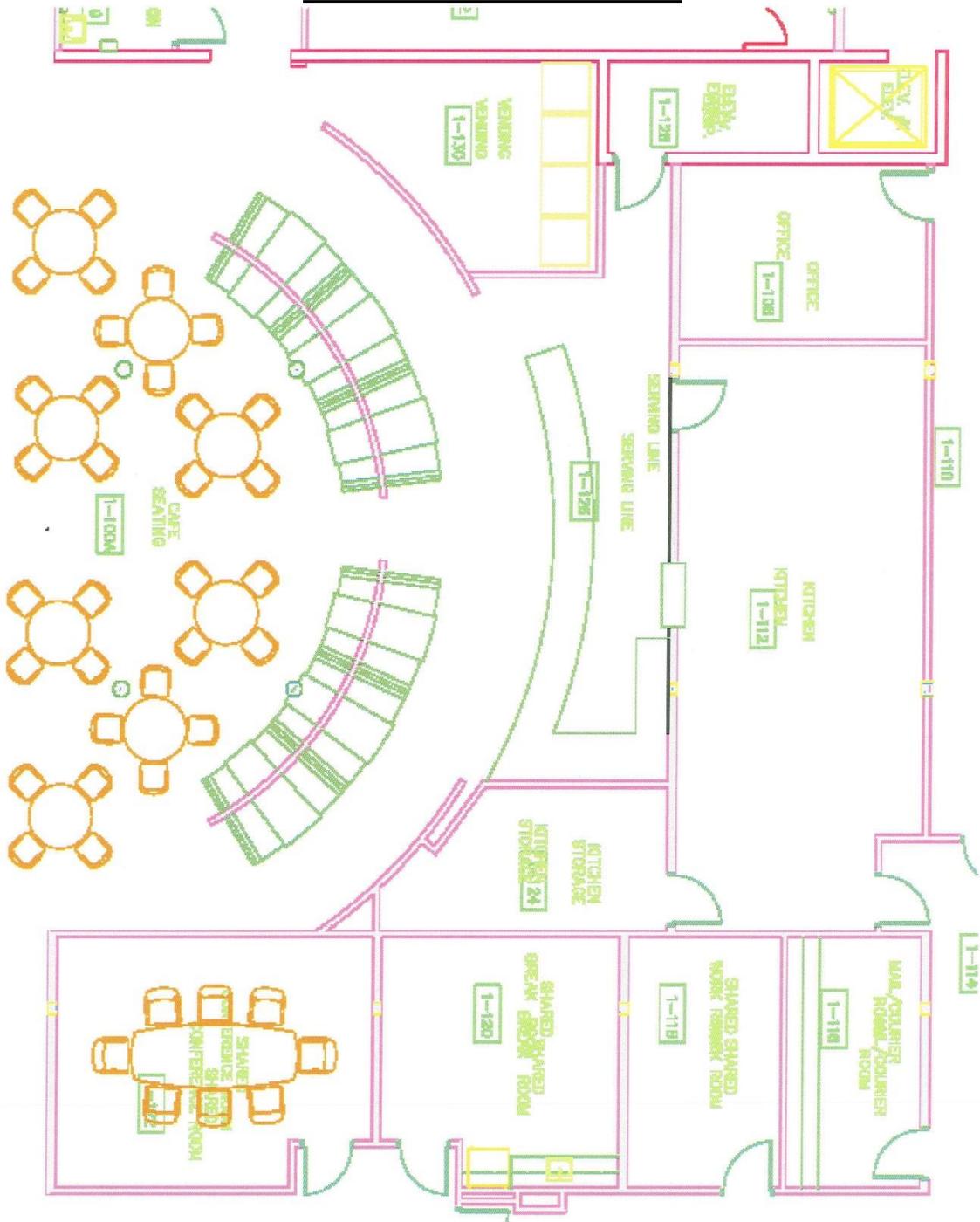
Name & Title

Date

Date

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EXHIBIT "A" - FLOOR PLAN



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EXHIBIT "B" - EQUIPMENT LIST

Tag Number	Description	Model	Serial ID	Cost	Location
45160	Commercial Freezer	AF23Z	H9134863	1,670.27	EP-EP1112
44784	Reach In Freezer Valpro	VP2F	8081361	2,175.00	EP-EP1112
41972	Refrigerator 1 Door Upright	EDR1-D	12010052M	1,625.00	EP-EP1112
41827	Refrigerator Sand/Salad Prep	EDMT60-24	12040038M	2,268.00	EP-EP1112
41815	Refrigerator Undercounter 2dr	EDUR 48	12020215M	1,631.25	EP-EP1112
41679	Sand/Salad Prep Refrigerator	EDMT60-24	12010026M	2,268.00	EP-EP1112
30237	50" Plasma Screen	TH50PHD7uy		5,588.14	EP-EP1112

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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. 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. 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.

Initials

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 JAQOB, Inc., 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:

For Landlord: St. Petersburg College

For Tenant: JAQOB, INC.

SIGNATURE

SIGNATURE

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

NAME

TITLE

Initials

Foundation Report

BOT March 2023 Update

Mission Moment



Valeria Cristancho is a Venezuelan native who is now living in St. Petersburg due to the political crisis worsened in Venezuela. Valeria says, "Ever since I was a kid, I knew what I wanted to be when I grew up. I wished to be an architect; I was decided that it was the best career for me. I took many careers tests, and all of them showed my best option: architecture."

Valeria's thank you message to the donor:

Dear Scholarship Sponsor,

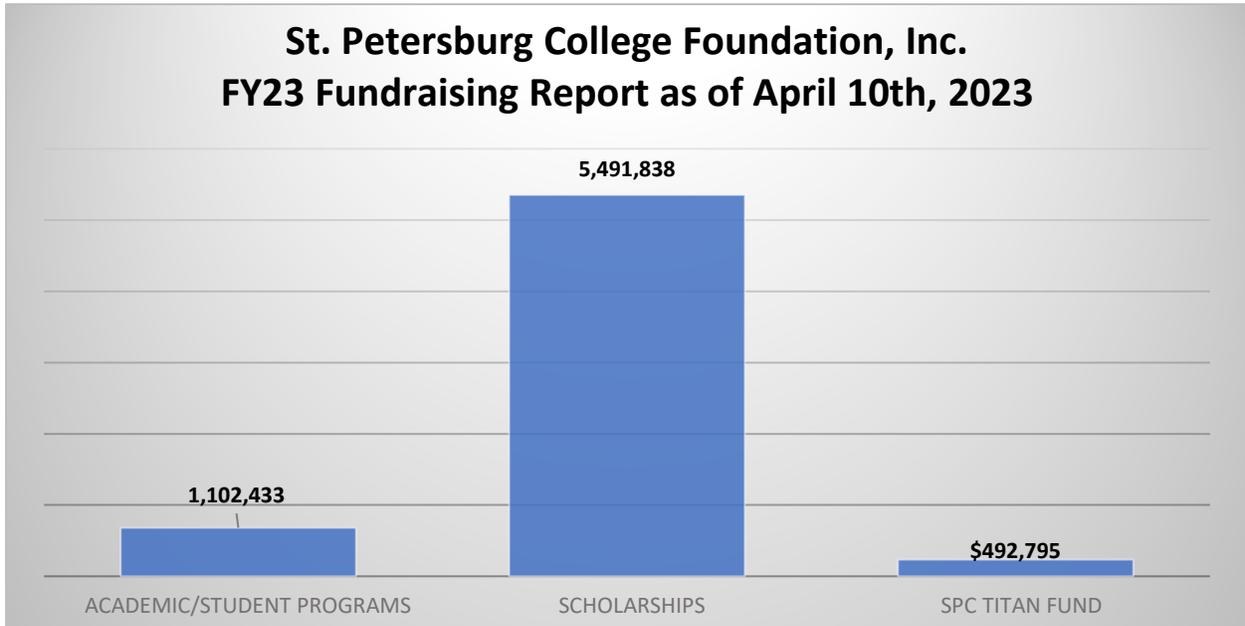
Studying a career that is not what you want, is hard, and for me, it was even harder because the major I chose had really hard classes, however, I successfully passed them with As and Bs. I am a faithful believer that anything you learn, whether you like it or not, is not a waste of time, but an opportunity for knowledge and to gain new skills you might need at least once in your life. Still, I did not feel satisfied or happy with my major, I knew what I wanted was architecture. I had to fight for my well-being, my dreams, and my happiness.

This experience taught me a lot; first, I learned that I can be an excellent student even if I do not like the class, and a hard class should not be an obstacle to being successful; and second, I learned that fighting for what I really want is the best decision I can make for myself. I am now going to start a semester at a college that has the career I really want, and I can't be happier about that.

Sincerely,

Valeria Cristancho

Dashboard



Fund Category	FY23	FY22
Academic/Student Programs	\$ 1,102,433	\$ 3,790,292
Scholarships	\$ 5,491,838	\$ 3,871,441
SPC Titan Fund	\$ 492,795	\$ 177,204
Total:	\$ 7,087,066	\$ 7,749,114

Expense Report:

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

- **\$1.4M** in scholarships to SPC students.
- **\$1.7K** 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 March 28th, the Annual Donors & Scholars Luncheon was held at the Hilton Carillon Parkway.



Photographed at the Hilton is a group of 22 students who joined the Annual Luncheon.

The event was a success with wonderful speakers and fantastic music from our current students at the college. We thank everyone who was able to make it such a special event!

Topic of the Month

- Our Annual SPC Day coming this September 12th.

April 2023

Programs

March 29th, 2023 @ SPC Veterinary Technology Center (1:00 pm to 2:30 pm)

Community Conversation: Why Dogs are more important than ever before.

Join ISPS and Peter Kageyama, writer, and urbanist from St. Petersburg, Florida as we engage in a community conversation at the SPC – Veterinary Technology Center on the importance that dogs have in our communities.

April 4th, 2023 @ Pasco-Hernando State College -- Instructional Performing Arts Center (2:00 pm to 3:00 pm)

The Nursing Workforce Dilemma in Florida

Join ISPS and our panel of experts as we explore the intersection of nursing and the workforce with a statewide scope. Our panelists will discuss the trends, challenges, and solutions for those in the nursing field as well as the state of nursing education in Florida.

April 22nd, 2023 @ Treasure Island and Madeira Beach Chamber of Commerce (8:30 am to 10:00 am)

Earth Day Beach Clean Up

Join ISPS and our partners, Keep Pinellas Beautiful and the Treasure Island and Madeira Beach Chamber of Commerce as we celebrate Earth Day by cleaning up Madeira Beach!

April 27th, 2023 @ Madeira Beach City Hall (5:30 pm to 6:30 pm)

State of the Beaches – Mayors' Town Hall

ISPS and the Treasure Island & Madeira Beach Chamber of Commerce will host a conversation about the state on the beaches with several beach mayors. Each mayor will have the opportunity to share what is happening in their respective cities. This informative session will be followed by a reception in which you can meet and greet your mayors.

News

- ISPS published its [March](#) newsletter.
- ISPS Executive Director Kimberly G. Jackson and ISPS Associate Director Sam Jenkins visited Tallahassee during the Legislative Session. They attended the Joint Legislative Meeting between the Council of Presidents and the Trustees Commission, along with other stakeholder meetings, including Dr. Larry Tyree, Interim Executive Director of the Association of Florida Colleges, and Tallahassee Community College Associate Dean Summer Dusek.



Kindly follow us on:



Kimberly G. Jackson, Esq.
Executive Director
ISPS

Palladium Board Report

April 2023

1. The Palladium Advisory Board met on Thursday, April 6. It was a joint meeting with members of the Palladium Capital Campaign committee. The Advisory Board received an update on the Palladium budget, the state of our capital campaign, and viewed the video created to support the capital campaign.
2. Palladium is preparing to work with a lobbying firm to help secure state, county and other money to support the Palladium renovation project. A draft contract is under review by the SPC general counsel. This consulting firm will be paid with donated money, not SPC or state dollars.
3. The Palladium calendar is full through June. In late June the Palladium will close for two weeks so SPC Facilities can install new A/C chillers. This work must be done by June 30 to satisfy federal requirements. The theater must close for two weeks. Work will cut off all A/C and some power in the building.
4. Palladium budget seems to be tracking well. Coming off the pandemic years, it has been hard to predict business and revenue, but the theater appears to be meeting all budget marks as we move into the last quarter of the FY.
5. Please review our upcoming events for April 2023:
<https://mypalladium.org/event-listing/>

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

LRMA Exhibitions –

Current:

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. Opening Reception on Feb. 24 included a touching dance performance and Q&A with the performers and choreographer. (150 people attended)

- ***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. Nina Simone and Herb Snitzer tribute at Palladium on 3/2/23.
- ***State of the Digital Arts (SODA): Pinellas County Schools, Grades K-8*** (April 1-30, 2023)
 - SODA features 100 works by elementary and middle school students in digital arts and video/animation. LRMA welcomes the first student exhibit since before COVID. Opening reception and awards ceremony on April 5th received 200+ guests (students and families). Our SPC Recruiting Dept. gave away 8 SPC swag bags to award winners, SPC/LRMA staff promoted recruiting future students.
- ***Florida CraftArt Permanent Collection*** (June 10-August 27, 2023)
- ***SPC Visual Arts Faculty Exhibition*** (September 15-December 17, 2023)

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

Programs continue to be added. Please visit <https://leeparattner.org/calendar/>

- 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, 3-4pm.
- Apr. 13 **Dance-Draw-Write workshop** for students and community with Paula Kramer, 4-5:30 pm.
- Apr. 27 **Poetry & Painting with Greg Byrd (Faculty) & Marjorie Greene Graff,** 5:30-7pm.
- May 11 **Herb Snitzer Gallery Talk** with Robin O’Dell, 6-7pm.

LRMA in the News –

SODA exhibit 3/28 - [April arts roundup in Tampa Bay \(83degreesmedia.com\)](https://83degreesmedia.com)

Tampa Bay Times - [9 unexpected things to check out from Hillsborough and Pinellas libraries \(tampabay.com\)](https://tampabay.com)

Creative Pinellas Magazine 3/9 - <https://creativepinellas.org/magazine/the-other-side-of-dance/>

Creative Pinellas Magazine Moved by Arts Alive – 3/2 - <https://creativepinellas.org/magazine/moved-by-arts-alive/>

TBN Weekly 3/2 – (COVER STORY) [Exhibitions at Leepa-Rattner Museum of Art celebrate dance, circus, photography | Diversions | tbnweekly.com](https://tbnweekly.com)

April 18, 2023

MEMORANDUM

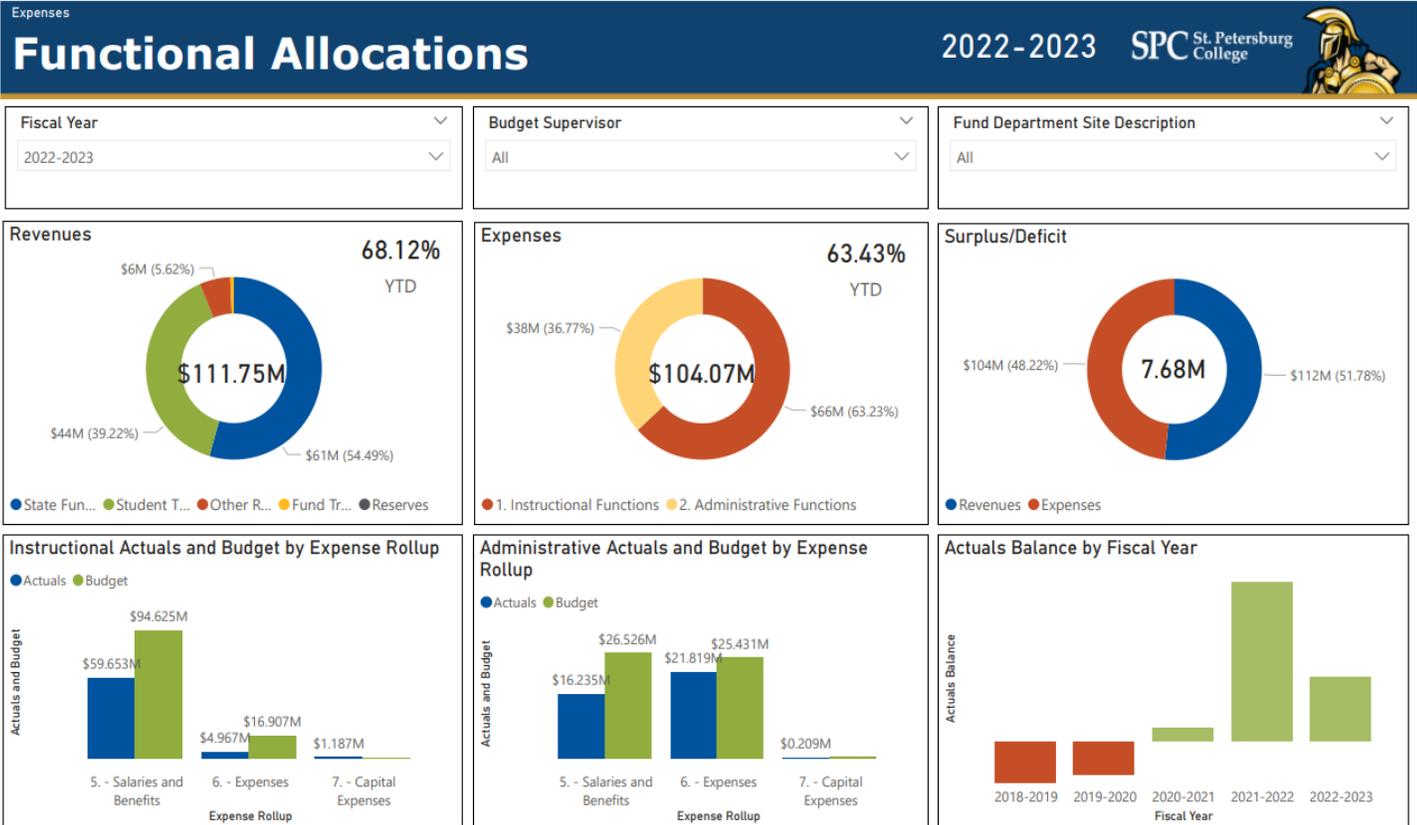
TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

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

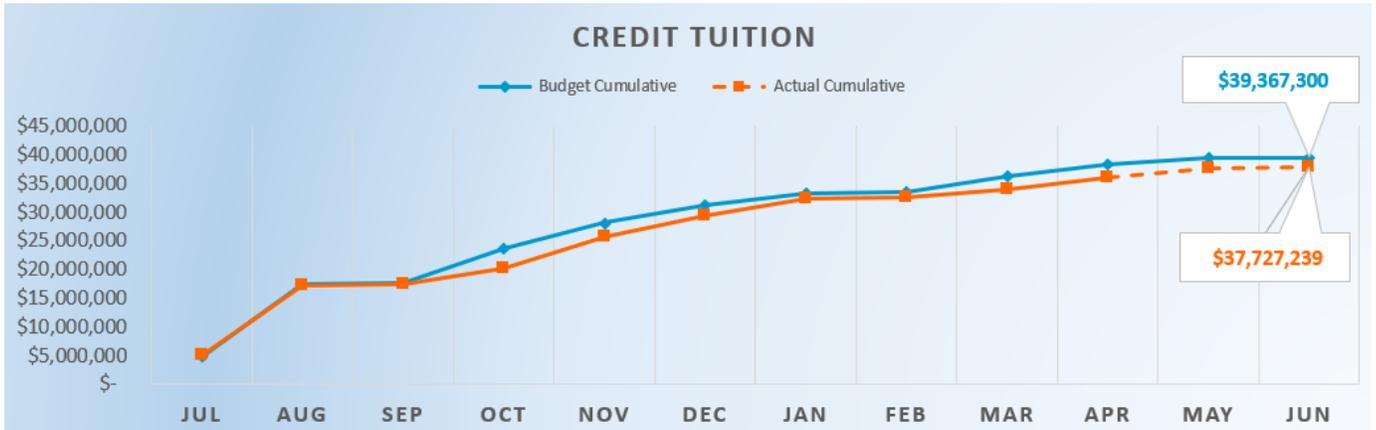
The FY22-23 fund 1 operating budget report through January 31, 2023, is attached.

As of March 31, 2023, the overall revenue was \$111.75M, which represents 68.12 % of the operating budget. The overall expense was \$104.07M, which represents 63.43 % of the operating budget. Personnel expenses represent 73.84 % of the annual operating budget. As of this report date, personnel expenses total \$75.88M or 62.6 % of the total budget of personnel expenses. Instructional personnel expenses account for \$59.6M and \$16.28M for Administration personnel expenses. Current and Capital expenses total \$28.19M. The net balance of revenue less expense is \$7.68M.

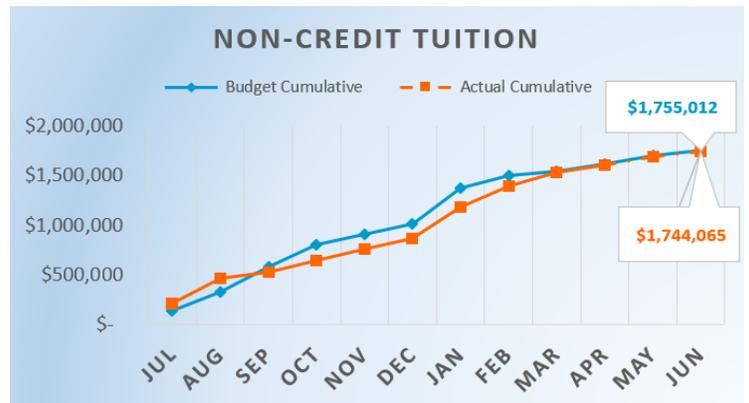


Displayed below are charts for projected tuition revenue. There are three types of tuition revenue: credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

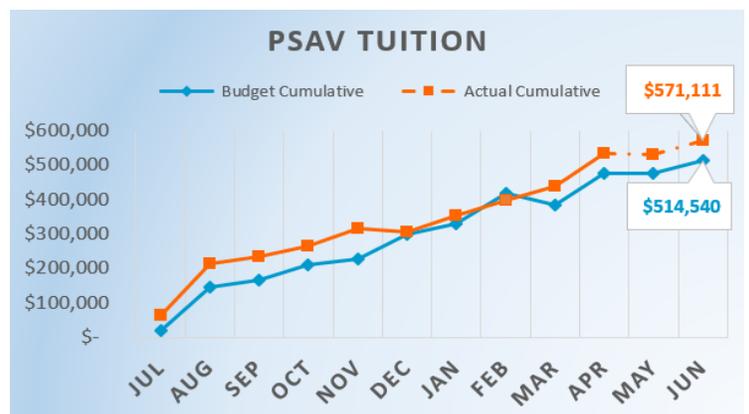
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the trending projected amount. As of March 31, 2023, the tuition projected is \$1.6 M below the budgeted amount.



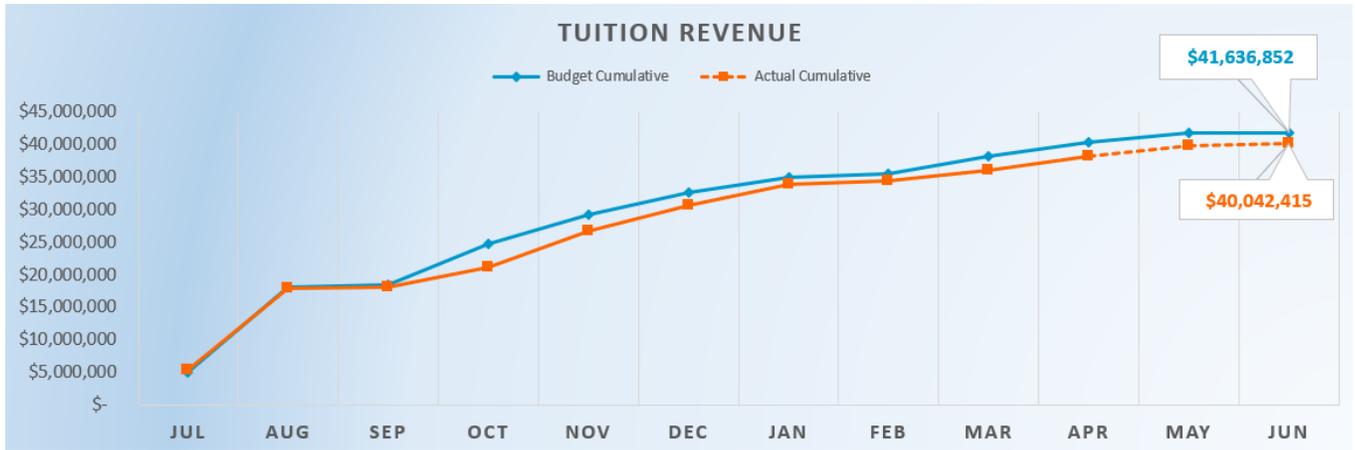
Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the trending projected amount. As of March 31, 2023, the tuition projected is \$10K below the budgeted amount.



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 March 31, 2023, the tuition projection is \$56.6K above the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the trending projected amount. As of March 31, 2023, the overall tuition projected is \$1.6M below the budgeted amount.



Dr. Hector Lora, Associate Vice President, Budgeting.

Attachment



Operating Budget Report
March 31, 2023

	Budget	Actual	% of YTD
Revenue			
Student Tuition	\$ 41,636,852	\$ 36,007,367	86.5%
State Appropriation - FCS	\$ 74,075,680	\$ 53,712,685	72.5%
State Appropriation - Lottery	\$ 14,743,060	\$ 5,897,224	40.0%
State Appropriation - Performance Funding	\$ 1,599,416	\$ 1,199,560	75.0%
Learning Support Access Fee	\$ 1,321,617	\$ 830,736	62.9%
Distance Learning Fee	\$ 4,693,440	\$ 3,602,772	76.8%
Technology Fee	\$ 2,035,406	\$ 1,714,610	84.2%
Lab Revenue Fees	\$ 1,485,265	\$ 1,335,542	89.9%
Industry Certifications	\$ 700,000	\$ 81,386	11.6%
Other Revenues	\$ 11,359,768	\$ 6,284,849	55.3%
Other Student Fees	\$ 809,000	\$ 342,026	42.3%
Fund Transfers In	\$ 1,500,000	\$ 742,280	49.5%
Reserve	\$ 8,101,252		
Total Revenue	\$ 164,060,756	\$ 111,751,037	68.1%

	Budget	Actual	% of YTD
Personnel & Benefits			
Instructional/Faculty-Full time	\$ 25,006,409	\$ 14,900,861	59.6%
Administrative & Professional	\$ 31,558,558	\$ 18,692,439	59.2%
Career Service (includes OT)	\$ 19,181,926	\$ 13,596,154	70.9%
Adjunct	\$ 7,182,150	\$ 4,959,043	69.0%
Supplemental	\$ 3,224,798	\$ 2,742,158	85.0%
Other Personal Services (OPS)	\$ 1,528,931	\$ 610,825	40.0%
Student Assistants	\$ 422,851	\$ 135,564	32.1%
Health Insurance	\$ 18,099,272	\$ 9,984,954	55.2%
Other Benefits	\$ 13,529,881	\$ 10,265,797	75.9%
Other Personnel Expenses	\$ 1,416,951	\$ -	0.0%
Total Personnel & Benefits	\$ 121,151,728	\$ 75,887,795	62.6%

Current Expense			
Bad Debt/Unemployment	\$ 600,200	\$ (61,307)	-10.2%
Insurance (Non Health)	\$ 2,960,590	\$ 2,917,126	98.5%
Repairs & Maint	\$ 1,089,938	\$ 802,568	73.6%
Scholarships/Fee Waivers	\$ 2,377,858	\$ 2,298,335	96.7%
Services and Fees	\$ 7,184,011	\$ 4,737,051	65.9%
Materials and Supplies	\$ 4,935,084	\$ 2,139,593	43.4%
Travel	\$ 725,627	\$ 248,126	34.2%
Utilities	\$ 4,911,079	\$ 4,153,070	84.6%
Other Current Expense	\$ 11,908,910	\$ 6,243,906	52.4%
Tech Expense/Licensing	\$ 5,145,885	\$ 2,853,705	55.5%
Total Current Expense	\$ 41,839,182	\$ 26,332,173	62.9%

Capital			
Computer Refresh Leases	\$ 753,428	\$ 468,207	62.1%
Capital Purchases	\$ 316,418	\$ 1,382,135	436.8%
Total Capital	\$ 1,069,846	\$ 1,850,342	173.0%

Total Operating	\$ 164,060,756	\$ 104,070,310	63.4%
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Balance	\$ -	\$ 7,680,727	
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April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Quarterly Informational Report on Contract Items

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

Section A: Program Related Contracts

1. Amendment to the Affiliation Agreement with **BayCare Health System, Inc.** to provide additional access (outside of standard clinician rotations) for SPC Surgical Technician students to various BayCare classrooms, equipment, and instruments to enhance their educational learning environment and provide student remediation. The Agreement will commence as soon as possible and continue through January 27, 2024. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 27, 2023. Department—College of Health Sciences
2. Affiliation Agreement with the **Florida Department of Health, Pinellas County Health Department** to provide learning opportunities for the College's health professions students in Nursing, Dental Hygiene, Radiography, Respiratory Therapy, Health Information Technology, Emergency Medical Services, Health Services Administration, Health Sciences and Surgical Technology programs. The Agreement will commence as soon as possible and continue through December 31, 2025. There is no cost to the College. This item was approved by Matthew Liao-Troth on February 27, 2023. Departments—Nursing, Dental Hygiene, Radiography, Respiratory Therapy, Health Information Technology, Emergency Medical Services, Health Services Administration, Health Sciences and Surgical Technology
3. Agreement with **The School District of Gilchrist County** to provide student internship, practicum, and observation experience for College of Education students. 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 January 23, 2023. Department—College of Education
4. Affiliation Agreement with **James A. Haley Veteran's Hospital** to provide clinical experience to students enrolled in the College's Health Information Technology program. The Agreement will commence as soon as possible and continue through March 31, 2028. There is no cost to the College. This item was approved by Matthew Liao-Troth on March 10, 2023. Department—Health Information Technology

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

5. Agreement with **MCS of Tampa, Inc.** to install new PLTE network and implementation to accommodate advanced Security Technologies which include providing improved cell signals and allowing communication/transmission of Emergency message notifications to student and faculty. The Agreement will commence as soon as possible and continue for the period of five years. The cost to the College for this Agreement is \$181,482. This item was approved by the President on March 20, 2023. Department—Infrastructure
6. Agreement with **SpearMC Management Consulting, Inc.** to provide consulting services and deliverables related to the PeopleSoft HR System Improvements project. SpearMC will identify, recommend, and implement process improvements. The Agreement will commence as soon as possible and continue through June 30, 2023. The cost to the College for this Agreement will not exceed \$153,600. This item was approved by the President on February 15, 2023. Department—Human Resources
7. Agreement with **Zendesk, Inc. & Subsidiaries** for the purchase of a subscription from Zendesk to provide a product and services for the College’s IT service desk. The Agreement will commence as soon as possible and continue for the period of five years. The cost to the College will be a discounted rate of \$41,000 for year one and a rate of \$54,000 for years two through five. The total cost to the College over five years is \$257,000. This item was approved by the President on January 3, 2023. Department—Information Technology—Helpdesk

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

8. Agreement with **CFM Partners, Inc.** to purchase its Governance, Risk and Compliance software that will: 1) allow the College to conduct risk assessments; 2) provide internal audit capabilities; and 3) manage the College’s rule and procedure development and revision processes. The Agreement includes one year of platinum level expert consultation and full administrative support. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College is \$92,850. This item was approved by the President on March 2, 2023. Department—General Counsel’s Office
9. Agreement with **Coding Dojo, Inc.** to provide Web Development training services through the College’s Workforce Education department. Coding Dojo will provide its curriculum and learning platform, instructors, evaluations, and certifications to students successfully completing the program. Coding Dojo will also provide career services support to students. The College will enroll students and provide local marketing and PR to promote the program. The cost for students is \$7,500 and Coding Dojo will charge \$5,000 per student. The remaining \$2,500 per student will be retained by the College. Based on an anticipated enrollment of 25 students, the anticipated annual net revenue to the College is \$62,500. The Agreement will commence as soon as possible and continue for the period of one year. Thereafter, the Agreement will automatically renew for one-year periods unless terminated by the parties. This item was approved by Jackie Skryd on March 23, 2023. Department—Workforce Education

10. Agreement with **Cornerstone Benefits, LLC** to provide reimbursement services to College employees for eligible vision and cancer expense as part of the College's Medical Expense Reimbursement Plan. The Agreement is for the period of three years, through December 31, 2025, and the anticipated cost to the College over the three-year period is \$67,128. This item was approved by Darryl Wright-Greene on February 14, 2023. Department—Human Resources
11. Agreement with **Mauldin & Jenkins, LLC** to provide financial statement auditing services for the St. Petersburg STEM Collegiate High School, DT for three fiscal years ending June 30, 2025. The cost to the College for the three-year period of this Agreement is \$50,750. This item was approved by Matthew Liao-Troth on February 8, 2023. Department—SPSCHS – DT
12. Agreement with **Mauldin & Jenkins, LLC** to provide financial statement auditing services for the St. Petersburg Collegiate High School, SP/G for four fiscal years ending June 30, 2026. The cost to the College for the four-year period of this Agreement is \$66,000. This item was approved by Matthew Liao-Troth on January 23, 2023. Department—SPCHS – Gibbs
13. Agreement with **Sierra-Cedar, Inc.** to provide consulting services associated with the College's PeopleSoft Campus Solutions system. Specifically, Sierra-Cedar will assist the College with 1) troubleshooting production support issues; 2) configuration and process improvement; 3) knowledge transfer to College staff; 4) production support issues as they arise; and 5) functional testing for system enhancements. The cost to the College for this Agreement is \$70,300. The Agreement will continue through June 30, 2023. This item was approved by Pat Rinard on March 25, 2023. Department—Information Systems—Student Services

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

14. Agreement with **24by7Security, Inc.** to conduct an Information Technology Risk Assessment to identify security risks and assess the threat such risks may pose. Deliverables will include a detailed IT Risk Assessment Report, including recommendations to remediate any risks that are identified. 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 \$24,750. This item was approved by Pat Rinard on March 30, 2023. Department—Information Technology Security
15. Agreement with **Access Interpreting Services, LLC** to provide interpreting services for SPC employees/events. The Agreement will commence as soon as possible and continue for the period of one year. The anticipated cost to the College for this Agreement is \$45,000. This item was approved by Darryl Wright-Greene on January 27, 2023. Department—Human Resources
16. Agreement with **Arkmeds Group, LLC** associated with the purchase of equipment (4 electrical testers, 2 defibrillator analyzers, 4 patient simulators, and 2 electrical surgical generator testers) for use by Biomedical Engineering students. The cost to the College for

this Agreement is \$38,400. This item was approved by Jackie Skryd on January 7, 2023. Departments—Natural Science and Engineering Technology

17. Agreement with **Biddle Consulting Group, Inc.** to provide consulting services related to the College's Affirmative Action Plans for a period of three years. The Agreement will commence as soon as possible and continue through June 30, 2026. The cost to the College for this Agreement over three years is \$18,285. This item was approved by the President on February 15, 2023. Department—Organizational Culture & Engagement
18. Agreement with **BrandConnex, LLC** to provide a license for the use of awarded U.S. News & World Report badges as a promotion in digital and print mediums for the College. 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 \$18,585. This item was approved by Jesse Turtle on February 24, 2023. Department—Marketing & Strategic Communications
19. Agreement with **Crown Castle Fiber, LLC** to move all Ethernet, Internet, Dark Fiber, and Wavelength services from the LA building to the BT building on the Clearwater Campus. The one-time cost to the College for this Agreement is \$13,100. This Agreement is coterminous with the other Crown Castle agreements continuing through June 30, 2024. This item was approved by Pat Rinard on January 27, 2023. Department—Information Technology – Infrastructure
20. Agreement with **Economic Modeling, LLC (EM)** for a license to continue to access and use its Analyst and Career Coach software. EM will create a career coach website based on data collection of SPC's program offerings in its geographic service area. The Agreement will commence as soon as possible and continue for the period of one year. The cost to the College for this Agreement is \$40,000. This item was approved by Jackie Skryd on March 10, 2023. Department—Workforce Development & Corporate Partnerships
21. Agreement with **Envoy Studios, Inc.** to provide professional services for the implementation of the Zendesk application. The Zendesk application will provide services for the College's IT service desk. The Agreement will commence as soon as possible and continue through project completion. The cost to the College for this Agreement is \$31,250. This item was approved by Pat Rinard on January 19, 2023. Department—Information Technology
22. Agreement with **John N. Gardner Institute for Excellence in Undergraduate Education** (Institute) to provide advisory services in connection with its *Academy on the First College Year* program. The Institute will provide services to support conducting an audit that helps create action plans for improvement of the first year of college. The Institute will also provide: 1) access to its Academy software platform and license; 2) facilitators; 3) a 4-week Academy structure with modules, content, and other materials; 4) off-site support; 5) access to live and recorded program webinars and discussions; 6) sharing/reporting opportunities with other *Academy on the First College Year* cohort institutions; and 7) Institute staff to meet with College staff on this initiative. 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 \$10,700. This item was approved by Matthew Liao-Troth on February 18, 2023. Department—First Year Academic Experience

23. Agreement with **Lealman Special Fire Control District** to provide mechanical service/repairs/inspections on fire apparatus equipment on an as needed basis. The Agreement will commence as soon as possible and continue through June 30, 2023. The estimated annual cost for services under this Agreement is \$15,000. This item was approved by Matthew Liao-Troth on January 9, 2023. Department—SPC Fire Training Center
24. Agreement with **Moore Communications Group, Inc. dba Moore, Inc.** to provide specific integrated communications services related to areas such as public relations, strategic communications planning, branding, creative/design, graphic design, web design, community relations, cooperative programs, crisis communication, direct mail, governmental relations, marketing, public affairs, market research, media relations, and tracking promotional materials, special events, and social media services. The Agreement will commence as soon as possible and continue through June 30, 2023. The cost to the College is \$24,750. Department—President’s Office
25. Agreement with **Stratasys, Inc.** for the purchase of a 3D printing system to enable the production of prototypes, tools used for production, and manufactured goods directly from 3D CAD files or other 3D content. The purchase includes associated materials, accessories, installation, and training. The system will be used in the Engineering program. The cost to the College for this Agreement is \$21,800. This item was approved by Jackie Skryd on January 28, 2023. Department—Engineering
26. Agreement with **Elizabeth Swiger** to provide professional services to develop Solar Technician Training curriculum, including installation and repair (thermal and electrical/photovoltaics), as part of the College’s partnership with the Florida Solar Energy Center to develop workforce training for the Florida Solar Energy Apprenticeship Program. The Agreement will commence as soon as possible and conclude upon project completion. The cost to the College for this Agreement is \$50,000. This item was approved by Jackie Skryd on January 17, 2023. Department—Career Connections

Section E: Contracts \$10,000 and below

27. Agreement with **AISense, Inc. dba Otter.ai** to provide assistive technology for students who require note-taking assistance. Licenses for use by students will be assigned via Accessibility Services. The cost to the College for 15 users of the technology plus premier support is \$2,145. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Jamelle Conner on March 28, 2023. Department—Accessibility Services
28. Agreement with **American Stage Theatre Company** to provide school club activities including the *Playwriting Residency Program* and the *After School Drama Club Program* for St. Petersburg Collegiate High School—STEM High School students. The Agreement will commence as soon as possible and continue through May 1, 2023. The cost to the College for this Agreement is \$4,000. This item was approved by Matthew Liao-Troth on February 27, 2023. Department—St. Petersburg Collegiate High School—STEM High School

29. Agreement with **APG Electric, Inc.** to provide 24-hour fire alarm system monitoring for the utilities, maintenance, and student activities buildings on the Clearwater Campus. The Agreement will commence as soon as possible and continue through December 31, 2023. The cost to the College for this period is \$2,052. This item was approved by Janette Hunt on February 15, 2023. Department—Facilities Planning & Institutional Services
30. Amendment to the Agreement with **The Arc Tampa Bay, Inc. (ARC)** to continue to enhance the Supported Employment component of the Titans Up program. The Arc of Tampa Bay provides Supported Employment services in two Phases-Phase I: hands-on, person-centered discovery sessions and Phase II: job placement. The funding for the Titans Up program is through the University of Central Florida grant designed to support program development and implementation for a comprehensive transition and postsecondary (CTP) program supporting students with intellectual disabilities seeking a postsecondary experience leading to gainful employment. The ARC is reimbursed for its services, per student, as delineated in the Agreement. This modification is to extend the Agreement through March 31, 2023. All other terms and conditions of the Agreement will remain as previously approved. This item was approved by Jamelle Conner on January 11, 2023. Department-Retention Services
31. Agreement with **Assessment Technologies Institute, LLC (ATI)** that will allow the College's Career Connections Certification Testing Center at the Allstate Center to proctor ATI's Test of Essential Academic Skills (TEAS) entrance testing exams for students and the community. The cost for those taking the TEAS exam is \$5.00. The Agreement will commence as soon as possible and will be ongoing unless terminated by either party. This item was approved by Jackie Skryd on February 15, 2023. Department—Career Connections
32. Agreement with **Canva US, Inc.** for a subscription to the Canva for Teams platform that will allow librarians at different campuses to collaborate and develop content. 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 \$1,599.90. This item was approved by Matthew Liao-Troth on February 8, 2023. Department—Learning Resources
33. Master Agreement with **Castle Branch, Inc.** to provide services for clinical records tracking and placement as required by certain healthcare facilities. Any annual subscription fees associated with the Agreement will be paid by students. The Agreement covers these services for multiple programs. The Master Agreement will commence as soon as possible and will continue unless terminated by either party. This item was approved by Matthew Liao-Troth on February 16, 2023. Department—College of Nursing
34. Agreement with **Chief Empowerment Network, LLC** to provide speaker Rod Cunningham to present a 60-minute keynote address on *Mindset, Goal Setting* on February 7, 2023 at the Clearwater Campus and on February 8, 2023 at the St. Petersburg/Gibbs Campus. The cost to the College for this Agreement is \$5,000. This item was approved by Matthew Liao-Troth on January 11, 2023. Department—Institutional Research & Effectiveness
35. Agreement with **Cope Notes, LLC** to provide licenses to access daily mental health support tools and services for faculty, staff, and students, such as unlimited journaling, prevention, and intervention. The Agreement is for the 2023 Spring Pilot to continue through June 30,

2023. The cost for this Agreement is \$10,000. This item was approved by Jamelle Conner on March 10, 2023. Department—Retention Services

36. Agreement with **Dental Imaging Technologies Corp./Kavo Kerr Special Markets** to provide service maintenance and/or replacements for four digital sensors used in the Dental Hygiene clinic at the College. 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 \$5,176. This item was approved by Matthew Liao-Troth on March 27, 2023. Department—Dental Hygiene
37. Agreement with **Eagles Benefits by Design, Inc.** to serve as the College’s agent to provide reimbursement services associated with the College’s Flexible Spending Account, Health Savings Account, and related programs. Eagles Benefits will also make available a debit card system for the purchase of certain health care services and products from hospitals, physicians, health care professionals, and other providers/merchants as designated under the College’s programs. The Agreement will commence as soon as possible and continue through February 28, 2027. Thereafter, the Agreement will automatically renew for one additional year unless terminated by the parties. The cost to the College for the first year of the Agreement will be \$6,000. Annual costs thereafter will be at the then current rate and be handled via the Purchasing process. This item was approved by Darryl Wright-Greene on January 10, 2023. Department—Human Resources, Benefits
38. Agreement with **Elsevier, B.V.** to continue the subscription to the Science Direct College Edition, which gives students access to the Health and Life Sciences journals collection. 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 \$4,573.68 This item was approved by Matthew Liao-Troth on March 10, 2023. Department—Learning Resources
39. Agreement with **Envoy Studios, Inc.** to provide data migration of content from Freshdesk into the new Zendesk application to be used by the College’s IT service desk. The Agreement will commence as soon as possible and continue through project completion which is anticipated to be October 31, 2023. The cost to the College for this Agreement is \$9,230. This item was approved by Patrick Rinard on March 28, 2023. Department—IT – Technology Support Services
40. Agreement with **Equalis Group, LLC** for a Master Intergovernmental Cooperative Purchasing contract that will benefit the College’s Purchasing Department and procurement process. The Equalis cooperative purchasing site includes various competitively bid agreements that follow State and Federal solicitation requirements. There is no cost to the College for this membership. This item was approved by Janette Hunt on February 16, 2023. Department—Purchasing
41. Agreement with **Florida Association of Insurance Agents** to continue the partnership with the College to offer pre-licensing insurance courses. The Agreement will commence as soon as possible and continue for the period of one year. The College will pay FAIA an annual fee of \$2,000 for recorded content, plus \$500 per month for instructor services per course. FAIA will supply course content and course instruction and provide student completion information for the course. The College will register students, inform students of state

licensure requirements, maintain the College's LMS and report completions to the state. The estimated cost to the College for this Agreement is \$8,000. Costs will be offset by student fees. Any increases in cost during the Agreement period will be handled via the Purchasing approval process. This item was approved by Jackie Skryd on January 7, 2023. Department—Workforce

42. Agreement with the **Florida Department of Highway Safety and Motor Vehicles** to continue the Data Exchange MOU that allows the College to use Residency Web Services related to verification of student residency. The Agreement will commence as soon as possible and continue for the period of three years. There is no cost to the College. This item was approved by Janette Hunt on February 24, 2023. Department—Finance & Business Operations
43. Agreement with **GradImages, a Division of Iconic Group** that will allow GradImages to take photographs of graduates during graduation ceremonies for the purpose of offering photo packages to graduates for purchase. There is no obligation for graduates to purchase photos. There is no cost to the College associated with entering into this Agreement. The Agreement will commence as soon as possible and continue for the period of one year. This item was approved by Jamelle Conner on January 31, 2023. Department—Admissions & Records
44. Agreement with **Intercultural Advocacy Institute** for the continued use of certain rooms at the Tarpon Springs Campus. The renewal period will be from January 19, 2023 through January 18, 2024. The anticipated revenue to the College for this Agreement is \$3,446.07. This item was approved by Jamelle Conner on January 17, 2023. Department—Provost Office
45. Agreement with **Keep Pinellas Beautiful (KPB)** that will allow *Phi Theta Kappa-Alpha Zeta Tau St. Petersburg College* to conduct clean-up activities for the adopted mile, including landmarks for the Roadway: Klosterman Road, from US 19 to Park Avenue, as part of KPB's Adopt-A-Mile program. 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 February 17, 2023. Department—Phi Theta Kappa-Alpha Zeta Tau St. Petersburg College
46. Continuation of the Agreement with **Language Express S.A. (ILISA)** whereby SPC serves as the School of Record for students who may not be enrolled at SPC but wish to attend ILISA and transfer credit to their home institution. The College will receive \$500 per program student registered for 1-3 credit hours; \$1,000 per credit student registered for 4-9 credit hours; and \$1,500 per program student registered for 10-18 credit hours. The total amount to be received by the College under this Agreement is unknown at this time. This item was approved by Matthew Liao-Troth on February 3, 2023. Department—International Programs
47. Agreement with **Linda Larsen Communications, Inc.** to provide a keynote address at the College's Administrative Support Retreat on May 19, 2023. The cost to the College for this Agreement is \$5,500. This item was approved by the President on March 30, 2023. Department—President's Office

48. Agreement with **Lenovo United States, Inc.** to provide access to its *LanSchool* locally hosted classroom management software designed to increase engagement and inspire better student outcomes. The software is hosted on the College's servers and is designed for Mac, Windows, Chromebooks, and mixed-device classrooms. 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 \$6,125. This item was approved by Pat Rinard on March 28, 2023. Department—Information Systems—Tech Support
49. Agreement with **Mai San Solution Services, LLC** to provide assistance to prospective students in Vietnam regarding information and enrollment in SPC programs. Mai San Solution Services will also provide assist with international recruitment efforts. The College agrees to pay Mai San Solution Services an amount of \$1,000 minus any required taxes, per enrolled student on the 20th day of the student's semester, which is after the drop/add refund period. This cost is offset by student fees for the program(s). The Agreement will commence as soon as possible and continue for the period of two years. This item was approved by Matthew Liao-Troth on February 8, 2023. Department—International Programs
50. Agreement with **Mantra Health, Inc. and Wellround Provider Group, P.A.** to provide a free trial of their self-paced, mental health information program for students. The Agreement will commence as soon as possible and continue through June 30, 2023. There is no cost to the College. This item was approved by Jamelle Conner on January 31, 2023. Department—Retention Services
51. Agreement with **New College of Florida** to establish a transfer agreement program that will allow SPC students to transfer seamlessly to New College of Florida. 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 Jamelle Conner on January 19, 2023 and Matthew Liao-Troth on February 22, 2023. Department—Admissions & Records
52. Agreement with **Orkin Pest Control** to provide pest service at the Gym on the St. Petersburg/Gibbs Campus. 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 \$803.88. This item was approved by Janette Hunt on February 27, 2023. Department-Custodial Services
53. Agreement with **Phillies Florida, LLC** whereby the College will provide access to designated parking areas on the Clearwater Campus for fan parking during Phillies Spring Training Home games. The Agreement will commence as soon as possible and continue through the end of spring training. In exchange, Phillies Florida will provide in-kind, stadium Billboard outfield signage and two season tickets during the season. There is no cost to the College associated with entering into this Agreement. This item was approved by Janette Hunt on January 27, 2023. Department—Finance & Business Operations
54. Agreement with **Pixel Point, LLC** to provide site access and use of its online based software to manage event/competition group access for competing student, judges, and other related activities for the Entrepreneurial Program in the College of Business. The Agreement will commence as soon as possible and continue through June 30, 2023. The cost to the College

for this Agreement is \$900. This item was approved by Matthew Liao-Troth on February 24, 2023. Department—College of Business

55. Agreement with **Springer Nature Customer Service Center, LLC** to continue the Florida College System Individual License as part of the Master License Agreement between the University of Florida and Springer Nature, which allows SPC to access SpringerLink e-journals, used by faculty and students in multiple programs across the College. This Agreement is to extend the College's license under the Master License Agreement through December 31, 2024. Since the College's subscription is funded by Florida Virtual Campus (the statewide organization created by the Florida Legislature to support colleges and universities), there is no cost to the College. This item was approved by Matthew Liao-Troth on February 8, 2023. Department—Learning Resources
56. Agreement with **Study Abroad Association** to provide travel services to students for the College's Ireland – Communications Study Abroad program to be held May 21 – June 3, 2024. Fees associated with this Agreement will be paid by students. This item was approved by Matthew Liao-Troth on March 23, 2023. Department—International Programs
57. Agreement with **Study Abroad Association** to provide travel services to students for the College's Costa Rica - Science Study Abroad program to be held May 27 – June 4, 2024. Fees associated with this Agreement will be paid by students. This item was approved by Matthew Liao-Troth on March 27, 2023. Department—International Programs
58. Agreement with **Trend Magazine, Inc. (Florida Trend)** for a full-page advertisement in Florida Trend's Education Guide at a cost to the College of \$5,000. The Agreement will commence as soon as possible and continue through April 30, 2023. This item was approved by Jesse Turtle on February 3, 2023. Department—Marketing & Strategic Communications
59. Agreement with **John Wiley & Sons, Inc.** to provide access to the Cochrane Database of Systemic Reviews used for study and research in the College's libraries. The Agreement will commence as soon as possible and continue through December 31, 2023. The cost to the College for this period is \$5,668.27. This item was approved by Matthew Liao-Troth on February 1, 2023. Department—District Library
60. Agreement with **Worknet Pinellas, Inc. dba CareerSource Pinellas** whereby the College will provide services as a Work-Based Learning Partner to deliver meaningful and challenging work experience(s) as specified in the Training Plan associated with the Agreement. CareerSource Pinellas will determine eligibility of the trainee and occupation and ensure wages are paid to trainee weekly, either directly or through a service provider. There is no cost to the College. This Agreement will commence as soon as possible and continue unless terminated by either party. This item was approved by Jackie Skryd on January 4, 2023. Department—Career Connections

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.

ps033123

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Quarterly Informational Report on Dell Financial Agreements

Agreements with **Dell Financial Services, LLC** to lease Audio Visual/Network-related equipment and Cloud hosting services. The terms of these leases, **entered into between October 8, 2022, and March 28, 2023**, are 48 months for the cloud hosting service, and 60 months for the equipment leases. In accordance with the College's Carryforward Spending Plan, approved at the September 20, 2022, Board of Trustees meeting and subsequent approval at the January workshop, the three equipment leases were paid in full.

The lease payments for cloud hosting service are estimated to be \$242,490.65, with a buyout of \$1.00 at lease end. Based on the foregoing, the total cost to the College for this lease agreement will not exceed \$242,491.65. Should funds not be appropriated to continue the leases for any subsequent fiscal period during the term of the Agreement, the Agreement may be terminated with 60 days written notice prior to the end of the current fiscal period. These items are being reported to the Board based on its approval of the FY2022-2023 budget on June 21, 2022.

Janette Hunt, Vice President, Finance & Business Ops; and Mike Meigs, Associate Vice President, Accounting, Business & Financial Services; recommend approval.

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

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

This informational report includes purchases above Category 3 (\$65,000.) but not exceeding Category 5 (\$325,000.) as specified in Board of Trustee’s Rule 6Hx23-5.12. These transactions during the preceding quarter have been approved by the President’s designee and may be exempt from the bidding procedure pursuant to the State Board of Education Procurement Requirements 6A-14.0734.

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

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

The listing is by Purchase Order Number:

1. **P.O. #116067– VACO LLC.** – This is in the amount of \$104,400 for process mapping business analyst services. **Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional Services ...” **Recommended** by Janette Hunt, Vice President, Business Services.
2. **P.O. #116089 – Directions For Living.** – This is in the amount of \$92,604.00 for student mental health services. **This is grant funded. Authority:** 2 CFR 200.320(c)(3) Public exigency clause under noncompetitive procurement **Recommended** by Karen Reynolds, Director of Procurement.
3. **P.O. #116111– Bluenet Technologies INC.**– This is in the amount of \$112,000.00 for SQL database administration. **Authority:** SBE & BOT Rule 6Hx23-5.12, H: “Information technology ...” **Recommended** by Zoran Stansic, Executive Director of Enterprise Systems.
4. **P.O. #116216– Florida Crisis Response Team INC.** – This is in the amount of \$100,000.00 for NOVA Crisis Response Training. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, F: “Services or commodities ...” **Recommended** by Eileen LaHaie, Director of CPSI.

5. **P.O. #116220–Williamson Design Associates**– This is in the amount of \$99,250.00 for Clearwater Master Plan development. **Authority** RFQ 10-20-21 continuation of contract **Recommended** by Michael Landers, Facilities Planning & Space Analyst.
6. **P.O. #116221– Harvard Jolly INC**– This is in the amount of \$98,000.00 for Tarpon Master Plan Development. **Authority:** RFQ 10-20-21 continuation of contract **Recommended** by Michael Landers, Facilities Planning & Space Analyst.
7. **P.O. #116222– DLR Group INC** – This is in the amount of \$109,805.00 for Seminole campus Master Plan phase 2. **Authority:** RFQ 10-20-21 continuation of contract **Recommended** by Michael Landers, Facilities Planning & Space Analyst.
8. **P.O. #116223 – Pinellas Suncoast Transit Authority** – This is in the amount of \$113,639.86 for transit access program. **Authority:** RFC 31546, contract extension **Recommended** by Jamelle Conner, Vice President of Student Affairs.
9. **P.O. #116234– DLR Group INC.**– This is in the amount of \$164,385.00 for St Pete/Gibbs Master Plan development. **Authority:** RFQ 10-20-21 continuation of contract **Recommended** by Michael Landers, Facilities Planning & Space Analyst.
10. **P.O. #116256– Powertown Line Construction LLC.**– This is in the amount of \$77,140.00 for line worker program instructional services. **Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional Services ...” **Recommended** by Eric McClendon, Director of Workforce Education.
11. **P.O. #116273– School Board of Pinellas County.**– This is in the amount of \$200,000.00 for critical workforce needs sub-recipient payments. **This is grant funded. Authority:** RFC 37080 **Recommended** by Meghan Cottrell, Grant Project Manager.
12. **P.O. #116333– Assessment Technologies INST LLC.** This is in the amount of \$121,000.00 for Nursing review and ATI activation cohort. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, F: “Services or commodities ...” **Recommended** by Mathew Liao-Troth, Vice President Academic Affairs.
13. **P.O. #116339–Medline Industries INC.** This is in the amount of \$77,697.00 for Nursing supplies. **This is grant funded. Authority:** E&I CONTRACT #CNR01385 **Recommended** by Louisana Louis, Dean of the College of Nursing.
14. **P.O. #116348–College of Biomedical Equipment Tech.** This is in the amount of \$203,000.00 for VR training modules. **This is grant funded. Authority:** RFC 37005 **Recommended** by Meghan Cottrell, Grant Project Manager.
15. **P.O. #116354–C8G Consulting.** This is in the amount of \$91,544.00 for the creation of CTOC curriculum modules **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional Services ...” **Recommended** by Eileen LaHaie, Director of CPSI.

16. **P.O. #116392–DLR Group INC.** This is in the amount of \$89,730.00 for EPI-Tech and Midtown Master Plan updates **Authority:** RFC 37292 **Recommended** by Michael Landers, Facilities Planning & Space Analyst.
17. **P.O. #116480–VACO LLC.** This is in the amount of \$100,000.00 for HR process mapping and recommendations. **Authority:** SBE & BOT Rule 6Hx23-5.12, G: “Professional Services ...” **Recommended** by Darryl Wright-Greene, Chief HR & Talent Officer.
18. **P.O. #116513–Stryker Medical.** This is in the amount of \$66,513.53 for motorized stretcher beds. **This is grant funded. Authority:** Lowest bid **Recommended** by Louisiana Louis, Dean of the College of Nursing.
19. **P.O. #116550–Dell Financial Services LLC.** This is in the amount of \$66,518.04 for wi-fi licensing. **Authority:** SBE & BOT Rule 6Hx23-5.12, H: “Information technology ...” **Recommended** by John Goodfellow, Executive Director of IT Infrastructure
20. **P.O. #116556–Calltower, INC.** This is in the amount of \$82,058.22 for cloud-based telephone services. **Authority:** SBE & BOT Rule 6Hx23-5.12, H: “Information technology ...” **Recommended** by John Goodfellow, Executive Director of IT Infrastructure
21. **P.O. #116556–Outfront Media LLC.** This is in the amount of \$80,500.00 for billboards. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, F: “Services or commodities ...” **Recommended** by Tracy Garrett, Community Outreach & Support Coordinator.
22. **P.O. #116605–SpearMC Management Consulting INC.** This is in the amount of \$153,600.00 for Peoplesoft HRMS consulting. **Authority:** SBE & BOT Rule 6Hx23-5.12, H: “Information technology ...” **Recommended** by Darryl Wright-Greene, Chief HR & Talent Officer.
23. **P.O. #116646–Dell Marketing LP.** This is in the amount of \$84,000.00 for laptops. **This is grant funded. Authority:** RFP NO. 15-16-05 **Recommended** by Steven Moody, Director of Tech Support Services
24. **P.O. #116763–CAE Healthcare INC.** This is in the amount of \$90,669.74 for patient simulators for Nursing. **This is grant funded. Authority:** SBE & BOT Rule 6Hx23-5.12, F: “Services or commodities ...” **Recommended** by Louisiana Louis, Dean of the College of Nursing.

Change Orders listed in numeric order:

PO 116067- Increase of \$32,400 on 2/10/23
PO 116089- Decrease of \$18,246 on 1/23/23

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

DLR Group INC
PO 116222- \$109,805.00
PO116234 - \$164,385.00
PO 116392- \$89,730.00
Total- \$363,920.0

VACO LLC
PO 116067- \$104,400.00
PO 116480- \$100,000.00
Total- \$204,400.00

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

All non-exempt purchases exceeding the Category Three threshold amount [\$65,000] as specified in Section 287.017, Florida Statutes, require a competitive solicitation requested from at least three responsible vendors, when possible. In addition, competitive solicitation awards exceeding the Category Five threshold amount [\$325,000] as specified in Section 287.017, Florida Statutes, must be approved by the Board of Trustees. Whenever two or more such solicitations, which are equal with respect to price, quality, and service, are received for the procurement of commodities or services, a solicitation response received from a business that certifies it has implemented a drug-free workplace program as specified in Section 287.087, Florida Statutes, shall be given preference in the award process. In the event it is desired to competitively solicit commodities or services that are included in the exempt from competitive solicitation category, the competitive solicitation must originate through Purchasing.

The following are exceptions to competitive solicitations:

- A. Purchases under Sections 946.515 (PRIDE) and 946.519 (The State Department of Corrections), Florida Statutes.
- B. Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings or similar audiovisual materials, and computer-based instructional software.
- C. Library books, reference books, periodicals, and other library materials and supplies.

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

E. Food.

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

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

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

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

J. Emergency purchases not in excess of the Category Three threshold [\$65,000] as specified in Section 287.017, Florida Statutes as provided for in P6Hx23-5.123.

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

This Quarterly Informational Report was compiled by Karen Reynolds, Director of Procurement.

April 18, 2023

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Removal of Certain Assets from Property Inventory

This Memo is for informational purposes and fulfills the requirement of Florida Statute 274.07 for the recording of the disposition of government property into the Board Meeting minutes. The following assets have been approved by the Survey Committee for removal from the inventory and have a current Net Book value of \$0.

Tag Number	Description	Acq. Date
01208	Truck: Ford P-4 - 1764	1/1/1991
07479	Van: Ford:15 Pass - 987	11/1/1992
07674	P/U Truck: Ford - 3563 (2511)	2/1/1993
10024	1st Station Pile Feeder Folder	3/1/1996
12734	Chevrolet Lumina:1998 - 1074	11/26/1997
12828	Van: Ford Super Club - 3096	8/25/1998
13551	Golf Cart: E-Z-GO	2/2/1999
14983	Mule: Kawasaki KAF 300C - 1411	3/15/1999
19673	Van: Chevrolet - 5718	8/8/2001
21332	Cart: Carryall - 1412	11/21/2001
23236	Move Truck: Ford F650 - 5722	8/6/2002
24589	2003 Ford Crown Vic Pol - 5726	3/19/2003
24755	Utility Cart: Carryall	5/7/2003
26746	Cart: Carryall 1	4/22/2004
28992	Crown Victoria Car: Ford	7/25/2005
31406	Police Car: Ford - 6029	2/3/2006
31409	Minivan: Chrysler 1999 - 6030	2/2/2006
35767	Golf Cart	9/17/2007
36256	Slide Track System	6/19/2007
37288	Video Rack Slide Storage	11/12/2008
37292	K910B contraband probe -Buster	1/15/2009
39230	Sony Camcorder	10/28/2010
39271	Refrigerated Tractor Trailer	11/12/2009
39483	2008 Gas Carryall Club Car	4/29/2010
41072	Sony HD Camcorder	11/1/2011
41111	Digital Camera	10/17/2012

Tag Number	Description	Acq. Date
42587	2007 EZGO Golf Cart	9/13/2013
44049	2012 Yamaha Drive Gas Cart	10/11/2016
44210	2012 Yamaha Drive Cart Gas	10/7/2016

Tonjua Williams, President; Janette Hunt, Vice President, Finance & Business Ops; Mike Meigs, Associate Vice President, Accounting, Business & Financial Services; and Karen Reynolds, Director of Procurement & Asset Management; recommend approval.