



ST. PETERSBURG COLLEGE

Board of Trustees Meeting
September 17, 2024
SPC EpiCenter (1-453)
13805 58th Street N
Clearwater, FL

REGULAR MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS/COMMENTS

- A. Retirements
 - Mr. Michael Bennett (*Attending*)
- B. SPC Spotlights
 - Mr. RJ Jacques, New Associate Administrative Vice President Marketing and Strategic Communications
- C. Board of Trustees
 - Chair
 - Trustees
- D. General Counsel

III. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting August 20, 2024 (*Action*)

IV. PUBLIC COMMENT Pursuant to §286.0105 FS*

V. PRESIDENT'S REPORT

- Fall 2024 Profile & Enrollment Strategy Impacts – Dr. Jamelle Conner, Vice President, Student Affairs
- Course Success Rates & Program Completions in 2023-2024 – Dr. Matthew Liao Troth, Vice President, Academic Affairs
- Workforce at SPC – Dr. Jackie Skryd, Vice President, Workforce and Corporate Partnerships

VI. CONSENT AGENDA

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

B. NEW BUSINESS

1. ADMINISTRATIVE MATTERS

a. Human Resources

i. Personnel Report (*Action*)

b. Credit Curriculum: Spring 2025 (0645) (*Action*)

c. Carryforward Spending Plan (*Action*)

2. GRANTS/RESTRICTED FUNDS CONTRACTS

a. Firehouse Subs Public Safety Foundation Grant (*Action*)

b. Florida Department of Education—Tampa Bay Consortium College Reach Out Program) (*Action*)

c. Florida Department of Education – Workforce Development Capitalization Incentive Grant (CAP) (*Action*)

d. Florida Education Fund - Center of Excellence Program (*Action*)

e. U.S. Department of Education - TRIO Student Support Services (*Action*)

f. U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Community Policing Development: Law Enforcement Products and Resources Grant (*Action*)

g. U.S. Department of Justice, Victims of Crime Act (VOCA) Formula Grant Program via Office of the Florida Attorney General, Division of Victim Services-Victim of Crime Assistance Program (*Action*)

3. BIDS, EXPENDITURES, CONTRACTS OVER \$325,000

a. Lease Transfer, JAQOB, Inc. dba Nature's Table—Epi Center (*Action*)

b. Enterprise Fleet Management – Fleet Lease Agreements (*Action*)

4. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

a. Professional Service Contracts (RFQ 07-23-24) (*Action*)

b. Authorization to Close on Health Education Center South Annex (*Action*)

VII. 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 End 2023-2024 College General Operating Budget Report with Tuition Revenue (*Information*)

VIII. NEXT MEETING DATE AND SITE

October 8, 2024, Allstate Center, DeSoto Room

IX. ADJOURNMENT

*St. Petersburg College Board of Trustees welcomes public comments during its regular monthly meetings. Any person or group wishing to make public comments must complete a "Public Comment Card." Procedures for making public comments are as follows:

1. Complete Public Comment card including your name, address, telephone number and agenda item number referring to the purpose of your public comment.
2. Prior to the start of the Board of Trustees Meeting, submit the completed card to the Board of Trustees Clerk. Comment Cards will not be accepted at any other time during the meeting.
3. When your name is called, approach the podium with the microphone, and state your name and address for the record.
4. Comments are limited to three minutes. This is the opportunity for people to make public comments regarding an agenda item prior to the approval of the agenda item.

Student appeals for grades or discipline issues are not heard by the St. Petersburg College Board of Trustees. Students wishing to file an appeal are referred to the SPC Board of Trustee Procedure P6Hx23-4.36.

Any person(s) not adhering to the Board's guidelines or who make comments which could be perceived as slanderous or disruptive may be barred from making future comments before the Board .

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.



Associate Administrative Vice President Marketing and Strategic Communications

- RJ has over 15 years of experience in digital marketing strategy and demand generation for innovative products and services. Most recently, he served as the Senior Director of Marketing at Transfr, an EdTech startup using virtual reality for career training. At Transfr, he developed a novel go-to-market strategy and built out the marketing team, which scaled up new customer acquisition and led to one of the largest startup fundraising rounds in the U.S. in 2023. He has a proven track of building and managing comprehensive marketing systems, optimizing digital marketing campaigns and leading teams through transformational change and growth.
- RJ holds a bachelor's degree in Philosophy and a bachelor's in Film & Media Production from the University of Florida, has attended the Reforge program for Growth Marketing, and holds certifications from Google Analytics & Ads, Meta Ads, LinkedIn Ads and HubSpot. In addition, his team was awarded the 2018 Marketer of the Year award for Digital Marketing from the American Marketing Association - Tampa Bay.
- He is a native of Tampa Bay and an avid gardener.




RJ Jacques

September 17, 2024

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
Alcorn, Anne M	Career Readiness Navigator	Associate Provost Office DT	7/29/2024
Atwater, Siedah S	Career & Academic Advisor	Counseling & Advisement DT	7/29/2024
Marks Vickers, Tosha M	Sr Student Support Counselor	Collegiate High School - DT	7/29/2024
Pascua, Elena L	Instructional Design Analyst	Nursing HC	8/19/2024
Sanders, Heather J	House Manager	Palladium	8/5/2024

TRANSFER/PROMOTION Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
Austin, Heather M	Academic Program Director	Nursing HC	7/29/2024
Blais, Bethany E	Career & Academic Advisor	Counseling & Advisement CL	7/29/2024
Comeau, Kimberly A	Info Tech Manager	Information Technology Systems	8/12/2024
Estlund, Amber L	Associate Dean	Academic Affairs	8/19/2024
Hoke, Joshua O	Workforce Analyst	Institutional Research/Effect	8/5/2024
Leonard, Marguerite	Project Coordinator	NTPI/WMD Grant - AC	8/12/2024
Peguero, Maria E	Career & Academic Advisor	Counseling & Advisement SPG	8/5/2024
Quaglia, Chelsea L	Academic Program Director	Nursing HC	7/29/2024
Silvers, Stefanie C	ADA/504 Officer	College Attorney	8/12/2024

HIRE Budgeted Career Service

Name	Title	Department/Location	Effective Date
Abrami, Nicholas P	Instructional Supp Specialist	Humanities & Fine Arts CL	8/5/2024
Culbreath, Darius T	Sr Security Officer	Campus Security DT	8/19/2024
Givans, Aundrea V	Sr Administrative Svcs Assist	Admissions & Central Records	8/12/2024
Lawlor, Jeremiah O	Security Officer	Campus Security SPG	8/19/2024
Lodato, Robert	Student Support Advisor	Veterans Services	8/19/2024
Rollins, Michele K	Academic Records Specialist	Admissions & Central Records	8/19/2024
Ruiz del Sol, Alejandro	Instructional Supp Specialist	Learning Resources	7/29/2024
Sarivola, Lisa	Accounting Support Technician	Accounting Services	7/29/2024

TRANSFER/PROMOTION Budgeted Career Service

Name	Title	Department/Location	Effective Date
Hippo, Gabriel P	VDI Systems Specialist	Administrative Information Sys	8/5/2024
Meyers, Dennis M	Campus Safety Officer	Campus Security CL	8/3/2024
Royal, Rickie M	Sr Administrative Svcs Speclst	Resource Development	8/5/2024
Sutton, Natalie E	Technology Support Specialist	Administrative Information Sys	8/5/2024

RENEWAL CONTRACT Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
------	-------	---------------------	----------------

FACULTY

Name	Title	Department/Location	Effective Date
Bennett, Bryan P	Faculty	Natural Science SPG	8/5/2024
Bennett, Rachel B	Faculty	Public Policy & Legal Studies	7/29/2024
Bowhall, Bryan	Faculty	Graphic Design Technology SE	8/5/2024
Brachna, Kelsey C	Faculty	Mathematics SPG	8/5/2024
Carrillo, Edwin	Faculty	Business Administration CL	8/12/2024
Cassidy, Karen D	Teacher, Collegiate High School	Collegiate High School - DT	7/29/2024
Charleston, Jody	Teacher, Collegiate High School	Collegiate High School - DT	8/5/2024
Delgato, Margaret	Faculty	Communications CL	8/5/2024
Figliomeni, Anthony	Faculty	College of Education	8/5/2024
Fratius, Earl T	Faculty	Social & Behavioral Science TS	8/1/2024
Goethals, Kelley	Faculty	Graphic Design Technology CL	8/5/2024
Gonzalbez, Nina	Faculty	Humanities & Fine Arts CL	8/5/2024
Gruner, Paola	Faculty	College of Education	8/5/2024
Hatziminadakis, Sofia	Faculty	Mathematics TS	8/5/2024
HawkinsJohnson, Jacqueline	Faculty	Nursing HC	8/5/2024
Hemphill-Hodges, Meya	Faculty	Humanities & Fine Arts SE	8/5/2024
Hill, Robert	Faculty	Baccalaureate Programs	8/5/2024
Irby, Robert L	Teacher, Collegiate High School	Collegiate High School - DT	7/29/2024
Kandru, Rohini Sindhuja	Faculty	College of Computer & InfoTech	8/5/2024
Kerr, Jeremy W	Faculty	Mathematics TS	8/5/2024
Knoke, Kyle	Faculty	Natural Science CL	8/5/2024
Moore, Joy B	Faculty	Mathematics TS	8/1/2024
Philippe, Michele	Faculty	Nursing HC	8/12/2024
Prifti, Bledar	Faculty	Social & Behavioral Science SP	8/12/2024
Samuels, Kadry N	Teacher, Collegiate High School	Collegiate High School - DT	7/29/2024
Senevirathne, Nadeesha	Faculty	Natural Science CL	8/5/2024
Shephard, Victoria E	Teacher, Collegiate High School	Collegiate High School - DT	7/29/2024
Smith, Laura O	Faculty	Nursing HC	8/5/2024
Smith, McKenzie B	Faculty	Humanities & Fine Arts CL	8/5/2024
Vukota, Kaylie B	Faculty	Emergency Medical Services HC	8/5/2024

SUPPLEMENTAL Temporary			
Name	Title	Department/Location	Effective Date
Abrami, Nicholas P	Faculty - supplemental	Humanities & Fine Arts CL	8/5/2024
Angulo-Cano, Yanira	Adjunct Faculty	Foreign Language CL	8/16/2024
Ballard, Anthony W	Adjunct Faculty	Speech - Letters SE	8/5/2024
Brachna, Kelsey C	Faculty - supplemental	Mathematics SPG	8/5/2024
Clinton, Tyrone	Faculty - supplemental	Mathematics SPG	8/5/2024
Conic, Francis	Adjunct Faculty	Mathematics SE	8/5/2024
Coto, Maria	Faculty - supplemental	Communications SPG	8/1/2024
Deeley, Judith A	Contributed Service	Early College/Dual Enrollment	7/29/2024
Dykes, Lauren C	Faculty - supplemental	Mathematics TS	8/5/2024
Figliomeni, Anthony	Faculty - supplemental	College of Education	8/12/2024
Foster, Erin	Professional, Hourly-OPS	Collegiate High School - DT	8/5/2024
Griffith II, Allen L	Adjunct Faculty	Engineering Technology CL	8/5/2024
Gruner, Paola	Faculty - supplemental	College of Education	8/12/2024
Haber, Jennifer R	Faculty - supplemental	Communications CL	8/16/2024
Hatziminadakis, Sofia	Faculty - supplemental	Mathematics TS	8/5/2024
Hersem, Amanda K	Adjunct Faculty	Public Policy & Legal Studies	7/24/2024
Hlebak, Amy L	Adjunct Faculty, Bach	College of Education	8/12/2024
Hurry, Tabitha	Professional, Hourly-OPS	Collegiate High School - DT	7/26/2024
Joyce, Dawn M	Faculty - supplemental	Communications SE	8/1/2024
Kandru, Rohini Sindhuja	Faculty - supplemental	College of Computer & InfoTech	8/12/2024
Kashef, Farah	Faculty - supplemental	College of Education	8/7/2024
Kerr, Jeremy W	Faculty - supplemental	Mathematics TS	8/5/2024
Leopold, Joseph S	Faculty - supplemental	Communications TS	8/12/2024
Ludwick, Keith W	Adjunct Faculty	Ethics CL	8/5/2024
Mallo, Krista S	Adjunct Faculty	Communications TS	8/12/2024

Marks, Alice M	Adjunct Faculty	Communications CL	8/12/2024
Michael, Georgii M	Faculty - supplemental	Mathematics TS	8/12/2024
Mills, Abigail R	Adjunct Faculty	Communications CL	8/12/2024
Nelson, Nydia N	Faculty - supplemental	College of Education	8/12/2024
Nguyen, Phi T	Faculty - supplemental	College of Education	8/7/2024
O'Neill, Meghan A	Adjunct Faculty	Communications TS	8/16/2024
Paris, Lisa M	Adjunct Faculty	Mathematics TS	8/5/2024
Peddie, Jennifer E	Adjunct Faculty	Communications TS	8/12/2024
Pittman, Keayah	Adjunct Faculty	Communications SPG	8/14/2024
Prifti, Bledar	Faculty - supplemental	Social & Behavioral Science CL	7/31/2024
Repici, Michael D	Faculty - supplemental	Communications TS	8/16/2024
Senevirathne, Nadeesha	Faculty - supplemental	Natural Science SE	8/5/2024
Setterlind, Sharon R	Adjunct Faculty	Business Administration SP	7/23/2024
Shedler, Alan	Project Deliverable-HourlyRate	Fire Sciences	8/1/2024
Simpson, James C	Adjunct Faculty	Ethics SPG	8/5/2024
Tave, Carolina	Faculty - supplemental	Communications SPG	8/1/2024
Theocharakis, Eleni W	Adjunct Faculty	Natural Science SPG	8/5/2024
Whitehurst, Karen M	Contributed Service	Early College/Dual Enrollment	8/19/2024
Wolter, Timothy C	Faculty - supplemental	Humanities & Fine Arts SE	8/1/2024

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Berry, Marva Y	Adjunct Faculty	Communications CL	8/12/2024
Cabrera Diaz, Juan	Adjunct Faculty	Natural Science CL	8/5/2024
Chambers, Elizabethann	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Crowder, Jennifer J	Interpreter/Teaching Asst-OPS	Accessibility Services	7/29/2024
Cruz-Rivera, Carmen E	Contributed Service	Early College/Dual Enrollment	8/5/2024
Gonzalez, Luis A	OPS Career Level 2	Student Activities CL	8/19/2024
Gordan, Alexander	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Griffith II, Allen L	Adjunct Faculty	Building Arts CL	8/5/2024
Hamilton, Sarah	OPS Career Level 5	Palladium	8/5/2024
Harris, Dana	Adjunct Faculty	Business Administration CL	8/5/2024
Hlebak, Amy L	Adjunct Faculty, Bach	College of Education	8/12/2024
Hulathduwa, Yasoma	Adjunct Faculty	Natural Science CL	8/5/2024
Igilar, Prince	Adjunct Faculty	Emergency Medical Services HC	8/5/2024
James, Rebecca D	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Krizek, Kurt	Adjunct Faculty	Mathematics CL	8/12/2024
Kuthoore, Anjali	Adjunct Faculty	Natural Science CL	8/12/2024
McCarthy, Kelley	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Mosko, Robert	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Murphy, Ericka C	Adjunct Faculty	Ethics SPG	8/12/2024
Nuguid, Teresita	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Oriol, Dorwayner	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Palmer, Alexandra V	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Pham, Sheila T	Adjunct Faculty	Natural Science CL	8/5/2024
Phyo, Myat Ei Ei	Adjunct Faculty	Mathematics CL	8/5/2024
Pittman, Keayah	Adjunct Faculty	Communications CL	8/5/2024
Potnis, Nicholas	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Read, Adrienne M	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Rowan, Matthew B	OPS Career Level 5	Humanities & Fine Arts SPG	8/12/2024
Spoor, Matthew L	Adjunct Faculty, Bach	Public Policy & Legal Studies	8/5/2024
Stewart, Elizabeth	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Trzynka, Kristen	Adjunct Faculty, HTF for HEC	Nursing HC	8/12/2024
Vomvoridi-Ivanovic, Eugenia	Adjunct Faculty	Mathematics CL	8/5/2024
Weaver, Eric R	Adjunct Faculty	Business Administration CL	8/12/2024
Weldon, Krystal D	Adjunct Faculty	Communications CL	8/5/2024
Youssef, Kyrollos	Adjunct Faculty	Natural Science CL	8/5/2024
Angulo-Cano, Yanira	Adjunct Faculty	Communications CL	8/5/2024
Ballard, Anthony W	Adjunct Faculty	Communications CL	8/5/2024

Barnes, Matthew R	Adjunct Faculty	Humanities & Fine Arts CL	8/5/2024
Bongiorno, Shawn M	Adjunct Faculty	Mathematics CL	8/12/2024
Byrne Peterson, Siobhan M	Adjunct Faculty	Natural Science TS	8/19/2024
Copenhaver, Carol C	Adjunct Faculty	Business Administration CL	8/5/2024
Dahl, Christopher	Adjunct Faculty	Communications CL	8/5/2024
Daka, Philius	Adjunct Faculty	Natural Science CL	8/5/2024
Deeley, Judith A	Professional Trainer-OPS	Workforce & Prof Development	7/29/2024
Deitche, Sari E	Adjunct Faculty	Natural Science CL	8/5/2024
Feuerherdt, Stacy J	Adjunct Faculty	Communications CL	8/5/2024
Franciszkievicz, Thadine S	Adjunct Faculty	Communications SPG	8/12/2024
Hutkin, Wendy B	Adjunct Faculty, Bach	College of Education	8/5/2024
Jefferis, Bonnie L	Adjunct Faculty	Communications CL	8/5/2024
Jordan, Renika N	Adjunct Faculty	Health Information Mgmt HC	8/5/2024
Kelley, Amy J	Project Deliverable-Flat Amt	Academic Affairs	8/1/2024
Mallo, Krista S	Adjunct Faculty	Communications CL	8/12/2024
Marks, Alice M	Adjunct Faculty	Communications CL	8/12/2024
Mazzant, Thomas A	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Michael, Georgii M	Faculty - supplemental	Mathematics TS	8/12/2024
Monroe, Janice A	Adjunct Faculty	Ethics SPG	8/12/2024
Moore, Eric A	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Mullholand, Connie L	Project Deliverable-HourlyRate	Early College/Dual Enrollment	8/5/2024
Rivera, Jerrick M	Adjunct Faculty, HTF for HEC	Respiratory Care HC	8/12/2024
Sandoval, Lissette	Professional Trainer-OPS	Workforce & Prof Development	8/19/2024
Seay, Latasha B	Adjunct Faculty	Mathematics TS	8/12/2024
Siegler, William J	Adjunct Faculty	Mathematics CL	8/5/2024
Suepaul, Shanelle O	Adjunct Faculty	Natural Science CL	8/5/2024
Taylor, Josh S	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Turner, Christina A	Adjunct Faculty	Natural Science CL	8/5/2024
Whitehurst, Karen M	Adjunct Faculty	Communications CL	8/19/2024
Agrusti, Thomas A	Adjunct Faculty	Baccalaureate Programs	8/5/2024
Ashley, Erick R	Adjunct Faculty	Humanities & Fine Arts CL	8/5/2024
Banks, Kayla R	Contributed Service	Early College/Dual Enrollment	8/12/2024
Bercume, Brooke N	Adjunct Faculty, HTF for HEC	Nursing HC	8/19/2024
Cercet, Nicole M	Adjunct Faculty, HTF for HEC	Respiratory Care HC	8/19/2024
Dahl, Christopher	Contributed Service	Early College/Dual Enrollment	8/1/2024
Daley, Kahlil	Coach-OPS	Athletics	8/19/2024
Darby, Beth	Project Deliverable-HourlyRate	Early College/Dual Enrollment	8/5/2024
Ekblad, Kathryn L	Adjunct Faculty	Communications SPG	8/19/2024
Eriksen, Ashley	Adjunct Faculty	Early College/Dual Enrollment	8/5/2024
Espinosa, John F	OPS Career Level 5	Palladium	8/5/2024
Foster, Erin	Professional, Hourly-OPS	Collegiate High School -Tarpon	8/5/2024
Fregoso, Robert T	Adjunct Faculty	Emergency Medical Services HC	8/5/2024
Gattuso, Nikkia C	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Ignatius, Tom	Adjunct Faculty	Natural Science CL	8/5/2024
Kirtley Jr, William E	Adjunct Faculty	Humanities & Fine Arts CL	8/5/2024
Klaiber, Maritza N	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Krauss, Peter A	OPS Career Level 1	Learning Resources	8/19/2024
Krayer, Robert E	Adjunct Faculty, HTF for HEC	Emergency Medical Services HC	8/5/2024
Lambert, David W	Adjunct Faculty	Business Administration CL	8/5/2024
Linardos, Lindsay E	Adjunct Faculty	Natural Science CL	8/5/2024
Lopez, Tania	Adjunct Faculty	Natural Science CL	8/5/2024
Ludwick, Keith W	Adjunct Faculty	Ethics SPG	8/5/2024
Mabee, Amber K	Adjunct Faculty	Natural Science CL	8/19/2024
Maklad, Saad	Adjunct Faculty	Ethics SPG	8/12/2024
Manarino, Cherlexia N	Adjunct Faculty, HTF for HEC	Nursing HC	8/5/2024
Negron, Jarrad A	Professional Trainer-OPS	SE Public Safety Institute AC	8/5/2024
Nguyen, Nghia	Contributed Service	Early College/Dual Enrollment	8/5/2024
Nuon, Channing N	OPS Career Level 5	Humanities & Fine Arts SPG	8/12/2024
Paris, Lisa M	Adjunct Faculty	Mathematics CL	8/5/2024

Philemy, Francesca	Adjunct Faculty	Health Information Mgmt HC	8/12/2024
Revard, Jacque	Project Deliverable-HourlyRate	Early College/Dual Enrollment	8/5/2024
Rome, Jennifer S	Contributed Service	Nursing HC	8/5/2024
Sanxhaktari, Lindita	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Simpson, James C	Adjunct Faculty	Ethics SPG	8/5/2024
Sprouse, Donald H	Adjunct Faculty	Business Administration CL	8/5/2024
Sweitzer Jr, Kenneth H	Professional Trainer-OPS	SE Public Safety Institute AC	8/5/2024
Tarascio, Kelci L	Adjunct Faculty	Baccalaureate Programs	8/5/2024
Taylor, Josh S	Contributed Service	Early College/Dual Enrollment	8/5/2024
Thomson, Rebecca N	Coach-OPS	Athletics	8/1/2024
Walch, Elizabeth C	Adjunct Faculty	Humanities & Fine Arts SPG	8/5/2024
Walters, Stephanie A	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024
Willoughby, Elizabeth	Adjunct Faculty	Early College/Dual Enrollment	8/5/2024
Wofford, Boisha W	Adjunct Faculty	Social & Behavioral Science CL	8/5/2024

TRAVEL OUTSIDE OF THE CONTINENTAL UNITED STATES			
Name	Title	Department/Location	Effective Date
Jurkovic, Frank	Dir, International Program	International Program	9/19/2024 - 9/26/2024

Destination: Jamiaca

Purpose/Beneift: To attend a in-person college recruitment fair in Nasau, Bahamas and visit 10 high schools in Kingston, Jamaica. The recruitment of Bahamian and Jamacian students will bring diversity to SPC along with additional enrollment


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

8-21-2024 DSB

September 17, 2024

M E M O R A N D U M

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Credit Curriculum: Spring 2025 (0645)

Approval is sought for proposed Curricular changes for the Spring 2025 Academic term.

The proposed curriculum was developed by the Academic Deans and faculty to ensure that the curriculum of St. Petersburg College is current, relevant and in compliance with requirements of the Florida Department of Education.

Matthew Liao-Troth, Vice President for Academic Affairs, recommends approval.

Attachment

The following is a summary of credit curriculum changes for which approval is sought for Spring and Summer 2025 (Terms 0645 and 0650).

New Program Highlights:

College of Computer and Information Technology:

- **Artificial Intelligence Responsible Use (AIRU-CT) (CIP#:0511020113)** 9-credit certificate designed to equip individuals with the essential knowledge and skills to navigate the rapidly evolving landscape of AI ethically and responsibly and serve as skilled professionals in a growing career field
 - *Job Opportunities: Computer Programmer*
- **Artificial Intelligence Responsible Use Practitioner (AIRUP-CT) (CIP#:0511010200):** 18-credit certificate intended to prepare students for a higher level of skills and knowledge in AI tools and their real-world applications, contributing to technological advancement and societal progress in the workforce.
 - *Job Opportunities: IT Specialist in AI, Artificial Intelligence Officer*

Transfer Plans: The following transfer plans provide students with a clearly defined path and seamless transition to a Baccalaureate program in partnership with New College of Florida.

- **New College of Florida - Chemistry (NCFCHEM-TR)**
- **New College of Florida - Economics (NCFECO-TR)**
- **New College of Florida – Psychology (NCFPSY-TR)**

Credit Curriculum Updates for Spring and Summer 2025 (0645 and 0650)
Summary of Curriculum Activity in Programs and Courses

NEW/DELETED/MODIFIED PROGRAMS:

<i>Career & Academic Community</i>	<i>New</i>	<i>Modified</i>	<i>Transfer</i>	<i>Deleted</i>	<i>Total</i>
Arts, Humanities, and Design					0
Business		1			1
Communications					0
Education					0
Engineering, Manufacturing, and Building Arts		3			3
Health Sciences and Veterinary Technology					0
Public Safety, Public Policy, and Legal Studies		1			1
Science and Mathematics			1		1
Social/Behavioral Sciences and Human Services			2		2
Information Technology	2				2
Total	2	5	3	0	10

NEW/DELETED/MODIFIED COURSES:

<i>Career & Academic Community</i>	<i>New</i>	<i>Modified</i>	<i>Revitalized</i>	<i>Deleted</i>	<i>Total</i>
Arts, Humanities, and Design	14	7			21
Business		2			2
Communications					0
Education	1	3		1	6
Engineering, Manufacturing, and Building Arts	2	3			5
Health Sciences and Veterinary Technology		12			11
Public Safety, Public Policy, and Legal Studies	2	1			3
Science and Mathematics		1			1
Social/Behavioral Sciences and Human Services					0
Information Technology	2				2
Total	21	29	0	1	51

Program & Course Updates Effective Spring and Summer 2025 (0645 and 0650)

Note: Closed programs follow a three-year teach-out period and deleted courses follow a five-year teach-out period, unless otherwise indicated.

ARTS, HUMANITIES, AND DESIGN

New Courses:

Course Prefix & Number	Course Title	Rationale
DIG 3110C	Media Production Fundamentals	SPC's Digital Media BAS was approved by the state of Florida in April. We are now building the classes needed to launch the program in Fall 2025. DIG 3110C Media Production Fundamentals will be an elective course for the Digital Media BAS program, intended to be taken as a technical support course during the first semester.
DIG 3119C	Digital Illustration	DIG 3119C Digital Illustration will be an elective course for the Digital Media BAS program.
DIG 3293C	Media Production for Video	DIG 3293C Media Production for Video will be an elective course for the Digital Media BAS program. Students will first take DIG 3110C Media Production Fundamentals, which is a broad digital media-focused course. They can then take a deep dive in the video and time-based aspects of digital media in DIG 3293C Media Production for Video.
DIG 3823C	Creative Digital Media Problem Solving	DIG 3823C Digital Media Problem Solving will be a required core course for the Digital Media BAS program. It is intended to be the very first class students will take.
DIG 4138C	Digital Imagery	DIG 4138 Digital Imagery will be an elective course for the Digital Media BAS program. It is intended to be the next step beyond or continuation of EGS Divergent Thinking.
DIG 4451C	Visual Storytelling & Development	DIG 4451 Visual Storytelling & Development will be an elective course for the Digital Media BAS program.
DIG 4521	Project Methodologies	DIG 4521 Project Methodologies will be a required core course for the Digital Media BAS program.
DIG 4595C	Portfolio Development	DIG 4595 Portfolio Development will be a required core course for the Digital Media BAS program. It is intended for students to take the portfolio development course during their last semester.
DIG 4943	Digital Media Internship	DIG 4943 Digital Media Internship will be a required core course for the Digital Media BAS program.
GRA 3104C Effective Spring 2025 (0645)	Advanced Visual Design Processes	GRA 3103 Advanced Visual Design Processes will be an elective course for the Digital Media BAS program. It is intended to be taken as a

technical support course during the second semester in support of GRA 3816 Conceptual Thinking.

GRA 3816C	Conceptual Thinking	GRA 3816C Conceptual Thinking will be a required core course for the Digital Media BAS program. It is intended to be the second core course taken after DIG 3823 Digital Media Problem Solving.
GRA 4138C	Digital Media Campaigns	GRA 4138 Digital Media Campaigns will be a required core course for the Digital Media BAS program. It will be the capstone course.
GRA 4139C	Time-Based Design	GRA 4139C Time-Based Design will be an elective course for the Digital Media BAS program.
GRA 4423	Business of Digital Media	GRA 4423 Business of Digital Media will be a required core course for the Digital Media BAS program.

Course Updates:

Course Prefix & Number	Course Title	Rationale
ART 1300C	Drawing I	Removing study abroad as this is not needed. Updated language in Major Learning Outcomes.
ART 1330C	Drawing II	Updated language in Major Learning Outcomes.
ART 2400C	Printmaking I	Updated language in Major Learning Outcomes to make it more current.
PGY 2201C	Photography Studio Lighting	Updated language in Major Learning Outcomes to make it more current.
PGY 2210C	Professional Studio Portraiture	Updated objectives and MLOs.
PGY 2404C	Intermediate Photography	Updated Major Learning Outcomes to make the course more current.
PGY 2470C	Themes for Photographers	Updated Major Learning Outcomes to make the course more current.

BUSINESS

Program Updates:

Program Code	Program Title	Rationale
MGTORG-BAS	Management and Organizational Leadership	Closing Sports Management (SPMGT) Subplan due to low enrollment. Multiple attempts to increase enrollment have been made since summer 2022. LAT: Fall 2024 (640); LTV/deactivation: Fall 2029 (715)

Course Updates:

Course Prefix & Number	Course Title	Rationale
MAN 2582	Introduction to Project Management	3 Year course review. Updating course description and MLOs to align with current industry standards.
MAR 2011	Principles of Marketing	Updating course description and MLOs to align with current industry standards.

EDUCATION

New Courses:

Course Prefix & Number	Course Title	Rationale
EDF 3931	Special Topics	This course will serve as an optional test preparation course for students in all certification pathways: ELED, PKPED, ENGED, ESED, and MTSED. Many students stop-out due to lack of success on required exams. This course will provide a way to support students, prepare them to take the exam with vetted test preparation materials, and monitor the fidelity with which they utilize these resources.

Course Updates:

Course Prefix & Number	Course Title	Rationale
EDF 3660	Education and Public Policy in the United States	The MLOs and course description are being refined to reflect updated course content and shifts in language utilization.
EDF 4930	EPI Capstone Seminar	The course MLOs are being updated to better reflect expected student competencies and skills.
EDF 4949	EPI Internship	The MLOs are being revised to better reflect the needs of our students.

Course Deactivations:

Course Prefix & Number	Course Title	Rationale
SCE 4330	Secondary School Science & Assessment with Technology	Course deactivation - course is no longer being offered; last offering was Fall 2022 (610).

ENGINEERING, MANUFACTURING, AND BUILDING ARTS

Program Updates:

Program Code	Program Title	Rationale
CAD-CT	Computer-Aided Design & Drafting	Replacing ETD 1390C with new course ETD 2370C on Program of Study and Pathway. Also adding "or" ETD 1390C as a course option so CT is fully embedded in AS.
ENG-AS	Applied Engineering Technology	This is an addition to the DDM subplan core courses that offers the opportunity to take existing course, AutoCAD Inventor (3D Modeling) (ETD 1350C) or new course, Fusion 360 (ETD 2370C). This is a flexibility being added to the program. Fusion 360 is an AutoDesk program that is gaining popularity. Many organizations are removing Inventor and starting to work in Fusion 360. We are in a transition phase and updating the program to reflect industry changes.
RAPID-CT	Rapid Prototyping and Design	Adding a new course Fusion 360 (ETD 2370C) and existing course Rapid Prototyping II-Manufacturing Methods (ETD 2372C) to the certificate. Major core options will now be listed as "Complete 12 credits."

New Courses:

Course Prefix & Number	Course Title	Rationale
EGS 3100	Divergent Thinking	This course is intended for use in SPC's upcoming Digital Media BAS program as a STEAM course to broaden our students' experiences in digital media-related fields. The content of this course directly applies engineering principles to electronic media presentation.
ETD 2367C	Fusion 360	Fusion 360 is usurping courses such as Inventor (ETD 1350C) and is becoming the solution as designers can work on the same model as the same time as other individuals. This will be a leading technology course. The course can also integrate to CAD or CNC operations.

Course Updates:

Course Prefix & Number	Course Title	Rationale
ARC 2201	Architectural Theory	Updating prerequisites. Current prerequisites are leading to enrollment issues.
BCN 1940	Construction Practicum	Updating prerequisites. Current prerequisites are leading to enrollment issues.
BCN 2949	Co-op Work Experience	Updating prerequisites. Current prerequisites are leading to enrollment issues.
BCT 1770	Construction Estimating	Updating prerequisites. Current prerequisites are leading to enrollment issues.
EET 2949	Engineering Technology Work Experience	Updating prerequisites. Current prerequisites are leading to enrollment issues.
TAR 1271	Professional Practice	Updating prerequisites. Current prerequisites are leading to enrollment issues.

HEALTH SCIENCES AND VETERINARY TECHNOLOGY

Course Updates:

Course Prefix & Number	Course Title	Rationale
DEH 1000	Introduction to Dental Hygiene	This course has not had a formal review since 2018. After review, we determined that MLOs need to be updated.
DEH 1800	Dental Hygiene II	This course has not had a formal review since 2007. After review, we determined that MLOs need to be updated.
DEH 1800L	Dental Hygiene II Clinic	This course has not had a formal review since 2013. After review, we determined that MLOs need to be updated.
PHT 1121	Functional Anatomy and Kinesiology	We noticed the current Course Outline in META is missing some MLOs and/or objectives. Adding minimum grade of C to PHT pre/co-req and BSC lecture.
PHT 1121L	Functional Anatomy and Kinesiology Laboratory	We noticed the current Course Outline in META is missing some MLOs and/or objectives. Adding minimum grade of C to PHT pre/co-req and BSC lecture.
PHT 1200L	Basic Patient Care Laboratory	We noticed the current Course Outline in META is missing some MLOs and/or objectives. Adding minimum grade of C to PHT pre/co-req.

PHT 1801L	Physical Therapy Clinical Practice I	Need to revise and align the objectives to the new version of the APTA clinical assessment tool (Web CPI 3.0). Also adjusting criteria performance standard.
PHT 2252	Orthopedic Disabilities and Treatment	We noticed the current Course Outline in META is missing some MLOs and/or objectives. Updating accordingly.
PHT 2252L	Orthopedic Disabilities and Treatment Laboratory	We noticed the current Course Outline in META is missing some MLOs and/or objectives. Adding minimum grade of C to PHT pre/co-reqs.
PHT 2810L	Physical Therapy Clinical Practice II	Need to revise and align the objectives to the new version of the APTA clinical assessment tool (Web CPI 3.0). Also making adjustments to criteria performance standard.
PHT 2820L	Physical Therapy Clinical Practice III	Revising and aligning the objectives to align with the new version of the APTA clinical assessment tool (Web CPI 3.0). Also making adjustments to criteria performance standard.
ATE 2612	Animal Medicine	Course content reflects need for pre-reqs to be added.

INFORMATION TECHNOLOGY

New Courses:

Course Prefix & Number	Course Title	Rationale
CAI 1000	Introduction to Artificial Intelligence	This course will be included in the two new AI certificates and supports the AI initiative and direction the college wants to pursue.
CAI 2511	Artificial Intelligence Systems	This course will be included in the new Artificial Intelligence Responsible Use Practitioner certificate (AIRUP-CT) and supports the AI initiative and direction the college wants to pursue.

PUBLIC SAFETY, PUBLIC POLICY, AND LEGAL STUDIES

Program Updates:

Program Code	Program Title	Rationale
CJPSS-AS	Public Safety	New course, CCJ 1629 Introduction to Murder, is being added to CJPSS and LAW ENF subplans. Due to state interest in cultural issues taught in CCJ 1512, this course will replace CCJ 2509 on CJPSS subplan.
PSA-BAS	Public Safety Administration	Adding new course, PAD 4426: Public Sector Labor Relations and Collective Bargaining, to the program major electives.

New Courses:

Course Prefix & Number	Course Title	Rationale
CCJ 1629	Introduction to Murder	This course will be a viable elective for many programs - those covering legal topics, psychology, public safety, etc. It is an entry-level course that will allow students to explore many topics that may lead them to career and/or degree selection.
PAD 4426	Public Sector Labor Relations and Collective Bargaining	Creating a course tailored to public sector employees and their engagement with unions. Our program caters to middle and upper-management leadership in public-sector employment, and most of our students who work in the public sector arena are unionized and deal with union issues frequently. The upper division program should familiarize public sector employees with union organizing, issues, and post-certification negotiation.

Course Updates:

Course Prefix & Number	Course Title	Rationale
PAD 3311	Program Planning & Evaluation	Course description, major learning outcomes and objectives are being updated.

SCIENCE AND MATHEMATICS

Course Updates:

Course Prefix & Number	Course Title	Rationale
GLY 2010L	Physical Geology Lab	Course revisions made as part of regular course review. Course has not been updated since 2008. Course description and MLOs are being updated.
PHY 2049	Physics II	Review of course found issue in alignment with math pathways. Course is being updated to correct this.

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Carryforward Spending Plan

Authorization is requested to approve Florida College System Carryforward Spending Plan pursuant to 1013.841 Florida Statutes.

In July 2019, the State of Florida adopted 1013.841 Florida Statute that requires “Florida College System institutions with a final FTE of 15,000 or less for the prior year that retains a state operating fund carry forward balance in excess of the 5 percent minimum shall submit a spending plan for its excess carry forward balance.” For the 2023-24 fiscal year, St. Petersburg College’s FTE calculation was 2.1 percent below the threshold. However, this is anticipated to be a one-time occurrence. The college is on course to surpass the 15,000 FTE threshold in the 2024-25 fiscal year.

Currently, the development of the three-year financial plan includes a comprehensive fiscal direction, focus on Financial Vitality actions, and support the strategic goals set forth by the Board of Trustees. In all our resources, St. Petersburg College looks to continue efforts towards activities that create better jobs, better lives, and better communities.

As we continue our efforts of prudent fiscal stewardship, we understand the need to invest in the future of St. Petersburg College. The report below illustrates a list of carryforward items to meet future needs.


Line Item #	Carryforward Spending Plan Category	Specific Expenditure/Project Title	Carryforward Amount Budgeted for Expenditure During FY 2024-25	Comments/Explanations
1.	(c) Completion of remodeling project	Health Education Program Capital Projects	8,000,000	Capital project to relocate health care programs from HEC to other campuses based on the results of the current master planning project.
2.	(b) Completion of renovation, repair or maintenance project	Master Plan Capital Projects	10,000,000	Capital projects related to the 5-year Facilities Plant Survey approved by Board of Trustees June 20, 2023.
3.	(e) Operating expenditures	Technology Refresh	5,000,000	One-time technology updates for sustainability in alignment with three-year financial strategies.
4.	(e) Operating expenditures	Academic & Student Success Innovation	9,044,901	Expenses to fund academic initiatives, as well as, innovated projects and programs in alignment with three-year strategic plan.
5.	(e) Operating expenditures	Employee Experience & Engagement	955,099	One-time expenses to develop employee life cycle growth models and robust learning and development systems.
6.	(g) Commitment to contingency reserve related to state declared emergency	State of Emergency Contingency	17,298,905	Governmental Finance Officers Association recommends no less than two months unencumbered reserves for regular operating fund expenditures.

Total as of July 1, 2024: *	\$ 50,298,905
Amount Requiring Spending Plan	\$ 50,298,905

Janette Hunt, Vice President, Finance and Business Operations; Hector Lora, Associate Vice President, Budgeting, Mike Meigs, Associate Vice President, Accounting, Business & Finance Services recommend approval.

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Firehouse Subs Public Safety Foundation Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, by St. Petersburg College Foundation for a grant from the Firehouse Subs Public Safety Foundation. Permission is also sought to accept an estimated \$42,340.00 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The mission of the Firehouse Subs Public Safety Foundation is to impact the life-saving capabilities and the lives of local heroes and their communities by supporting equipment, disaster relief, prevention education, support of members of the military, scholarships and continuing education. The Foundation supports public safety organizations in the communities served by Firehouse Subs restaurants across the country.

Aligned with this mission, SPC has requested funding for the purchase of training equipment for new and incumbent firefighters in SPC's Fire Academy as well as fire rescue personnel throughout the region through continuing education classes at the SPC Fire Training Center. SPC's equipment request includes 10 new sets of personal protective clothing (bunker gear) to replace the outdated and end-of-life clothing currently utilized. This bunker gear will be used almost daily as SPC's students and instructors wear it not only for familiarization with the equipment, but to provide a "muscle type memory" should they become involved in an emergency during firefighting operations.

The estimated period of performance will be from January 1, 2025, through December 31, 2025. The total project budget is projected to be \$42,340.00 over a one-year period, of which the College anticipates receiving the full value in equipment.

Matthew Liao-Troth, Vice President, Academic Affairs; Steven Marfongella, Public Safety Career Development Director; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment

gms081624

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: Firehouse Subs - Public Safety Foundation

Name of Competition/Project: Public Safety Equipment Grant

SPC Application or Sub-Contract: SPC Foundation Application

Grant/Contract Time Period: **Start:** 01/01/25 **End:** 12/31/25

Administrator: Matthew Liao-Troth

Manager: Steven Marfongella

Focus of Proposal:

SPC’s Fire Training Center serves more than 3,500 firefighters annually through continuing education and specialized training courses and approximately 160 students annually in its Fire Academy. Equipment from the Firehouse Subs Public Safety Foundation would expedite the training process, provide more individual training time, and provide the newest technology to improve the learning experience. Furthermore, requested equipment would allow the Fire Academy to fulfill training needs for basic recruit, in-service, and specialized training offered to first responders at the Fire Training Center. The availability of this additional equipment will provide participants with more hands-on training time and access to and experience with up-to-date training tools.

SPC’s equipment request includes 10 new sets of personal protective clothing (bunker gear) to replace the outdated and end-of-life clothing currently utilized. This bunker gear will be used almost daily as SPC’s students and instructors wear it not only for familiarization with the equipment, but to provide a “muscle type memory” should they become involved in an emergency during firefighting operations.

Funding, over this one-year period, will cover the cost of the equipment with associated shipping costs.

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 and Supplies	\$ 42,090.00
<u>Shipping</u>	<u>\$ 250.00</u>
Total Budget	\$ 42,340.00

Funding:

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

matches listed below) \$ 42,340.00

Total amount from funder: \$ 42,340.00

Amount/value of match: Cash: N/A

In-kind: N/A

Required match or cost sharing: No Yes

Voluntary match or cost sharing: No Yes

Source of match/cost sharing: N/A

Negotiated indirect cost: N/A

(Fixed) administrative fee: N/A


College Values, Strategic Initiatives and Activities Addressed:

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

- Strategic Initiative(s):
1. Drive Economic Advancement
 2. Deliver Excellence in Teaching and Learning

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Florida Department of Education—Tampa Bay Consortium College Reach Out Program

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Tampa Bay Consortium College Reach Out Program (CROP). Permission is sought to accept an estimated \$278,314 in funding over a one-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The College Reach-Out Program's Tampa Bay Consortium (TBC) has proudly served students in the Tampa Bay area for over 40 years. Covering four counties in the region, the consortium includes St. Petersburg College, Hillsborough Community College, and State College of Florida. The primary goal of TBC is to increase the number and percentage of low-income, educationally disadvantaged students in grades 6 through 12 who enter and successfully complete postsecondary education.

The estimated period of performance is from September 1, 2024 through August 31, 2025. The total project budget is projected to be \$278,314 over a one-year period. Of this amount, the College anticipates receiving approximately \$103,704 for its services over this same period. See attached Information Summary for additional information. Funding supports personnel and fringe, travel, supplies and contracted services.

Jamelle Conner, Vice President, Student Affairs; Shanya Turner, Executive Director of Holistic Student Services and Pre-College Success; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment

gms81624

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: Florida Department of Education

Name of Competition/Project: Tampa Bay Consortium College Reach Out Program (CROP)

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 9/1/24 **End:** 8/31/25

Administrator: Jamelle Conner

Manager: Keisha Blue

Focus of Proposal:

The College Reach-Out Program’s Tampa Bay Consortium (TBC) has proudly served students in the Tampa Bay area for over 40 years. Covering four counties in the region, the consortium includes St. Petersburg College, Hillsborough Community College, and State College of Florida. The primary goal of TBC is to increase the number and percentage of low-income, educationally disadvantaged students in grades 6 through 12 who enter and successfully complete postsecondary education.

To achieve this, TBC offers a variety of college and career readiness activities, including academic instruction, workshops, and college tours. These programs are designed to prepare approximately 400 socially and culturally diverse participants at 36 middle schools and 30 high schools across Pinellas, Hillsborough, Sarasota, and Manatee counties for the challenges and opportunities of postsecondary education. Activities include summer enrichment programs; student and parent workshops on topics pertinent to post-secondary enrollment, such as financial aid and course selection and sequencing; supportive student services, including one-on-one mentoring; and educational activities such as college tours and cultural outings. Funding supports personnel, travel to educational outings, educational and office materials, printing and supplies for events.

Budget for Proposal:

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

Personnel	\$ 33,118.16
Fringe	\$ 3,571.00
Travel	\$ 29,900.00
Printing	\$ 600.00
Office materials	\$ 650.00
Contract services	\$ 17,100.00
Supplies and Instructional materials	\$ 6,540.18

Contractual (Consortium Partners)	\$ 186,834.26
Total Budget	\$ 278,314

Funding:

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

\$ 909,115.41

Total amount from funder:

\$ 278,313.60 (SPC’s Portion - \$ 103,704.34)

Amount/value of match:

Cash: \$ 382,675.51
(SPC’s Contribution - \$ 123,445.13)

In-kind: \$ 105,404.50
(SPC’s Contribution - \$0)

Other Funding Sources: \$ 142,721.08
(SPC’s Contribution - \$ 0)

Required match or cost sharing:
Voluntary match or cost sharing:
Source of match/cost sharing:

No	Yes	X
No	Yes	X
Staff and program funds, room and facility usage		

Negotiated indirect cost:
(Fixed) administrative fee:
Software/materials:
Equipment:
Services:
Staff Training:
FTE:
Other:

N/A
N/A
N/A
N/A
N/A
N/A
N/A
N/A

College Values, Strategic Initiatives and Activities Addressed:

Value(s):

1. Community Focus
2. Belonging
3. Student Success

Strategic Initiative(s):

1. Strengthen our Community

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Florida Department of Education – Workforce Development Capitalization Incentive Grant (CAP)

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Department of Education by St. Petersburg College for the Workforce Development Capitalization Grant Program. Permission is also sought to accept an estimated \$4,000,000 in funding over three years for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Workforce Development Capitalization Incentive Program (CAP) was created in s. 1011.801, F.S. Its purpose is to provide grants to school districts and Florida College System institutions to fund some or all the costs associated with the creation or expansion of career and technical education workforce development programs that lead to industry certifications included on the CAPE Industry Certification Funding List. All programs funded serve secondary students and are matched with an industry certification on the CAPE Industry Certification Funding List which aligns with high-demand occupations in Florida's economy.

SPC's CAP proposal will focus on establishing an Industry 4.0 Advanced Manufacturing lab and programs at the Mid-town campus gym for semiconductor technician and Clean Room Operator technician training. Funding will cover renovations, curriculum development from subject matter experts, project management and administrative support, career and academic advisement, laboratory equipment, co-labs meetings for industry suggestions and feedback and recruitment and enrollment support for 120 dual enrollment students into the high wage careers of semiconductor technician and Clean Room Operator.

The estimated period of performance will be from July 1, 2024, through June 30, 2027. The total project budget is projected to be \$4,000,000 over this three-year period, of which the College anticipates receiving the full amount.

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

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: Florida Department of Education

Name of Competition/Project: Workforce Development Capitalization Incentive Grant (CAP)

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 7/1/2024 **End:** 06/30/27

Administrator: Natavia Middleton

Manager: TBD

Focus of Proposal:

The Workforce Development Capitalization Incentive Grant is created to provide grants to school districts and Florida College System Institutions to fund some or all the costs associated with the creation or expansion of career and technical education programs that lead to industry certifications. The programs must serve secondary students and may also serve post-secondary students.

SPC will expand its 60-credit AS Engineering Technology program by developing a Semiconductor Manufacturing Subplan that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in the Manufacturing career cluster. Additionally, the curriculum will provide technical skill proficiency, competency-based applied learning that contributes to academic knowledge, higher-order reasoning and problem-solving skills. Work attitudes, general employability skills, technical skills and occupation-specific skills, and knowledge of all aspects of the Manufacturing career cluster will also be integrated into the program. SPC will also develop a new six course, 18 credit hour Semiconductor Cleanroom Operator program in the Manufacturing Career Cluster.

The programs will be housed at the SPC Midtown Campus. Funding will be used to develop the clean room, semiconductor lab space, complete with equipment, personnel and design and construction costs. The programs are intended to expand the current STEM focused Collegiate High School at the SPC Downtown Center into the Midtown Center in order to provide an additional AS career option for students. The program will serve 120 dual enrollment students over three years.

Budget for Proposal:

Renovations	\$ 2,519,000
Equipment	880,000

Co-labs	55,000
Recruitment and Enrollment	60,000
Personnel	486,000
Total Budget	\$4,000,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 4,000,000
Total amount from funder:	\$ 4,000,000


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:	5% on project management only

College Values, Strategic Initiatives and Activities Addressed:

Value(s):	<ol style="list-style-type: none"> 1. Student Success 2. Community Focus 3. Growth and Empowerment
Strategic Initiative(s):	<ol style="list-style-type: none"> 1. Drive Economic Advancement 2. Deliver Excellence in Teaching and Learning

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Florida Education Fund - Center of Excellence Program

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Florida Education Fund by St. Petersburg College for the Center of Excellence Program (COE) grant opportunity. Permission is sought to accept an estimated \$21,000 in funding over one year for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The Florida Education Fund's mission is to strengthen the larger community by creating and implementing programs and services that lead to institutional enhancement and support the advancement of educationally and economically disadvantaged students. The impact of FEF's innovative programs and non-traditional approach to enhancing educational outcomes has been demonstrated across various educational levels, through several highly acclaimed programs.

The four primary components of the COE are:

1) Developing Academic Enrichment Centers where students receive after-school assistance with homework/tutoring to build skills in language arts/communication and mathematics; 2) Recognizing high achieving students and inducting them into the National Achievers Honor Society; 3) Sponsoring countywide and regional Culture Brain Bowl, mathematics, and spelling competitions; and 4) Participating in the Annual Statewide Brain Bowl Competitions and Florida National Achievers Society Summit.

The estimated period of performance will be from July 1, 2024 through June 30, 2025. The total project budget is projected to be \$21,000 over a one-year period. See attached Information Summary for additional information.

Jamelle Conner, Vice President, Student Affairs; Shanya Turner, Executive Director of Holistic Student Services and Pre-College Success; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment
gms081324

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: Florida Education Fund

Name of Competition/Project: Center of Excellence Program (COE)

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 7/1/24 **End:** 6/30/25

Administrator: Jamelle Conner

Manager: Nikishea Wright

Focus of Proposal:

The Center of Excellence Program (COE) utilizes group achievement strategies to support educationally and economically disadvantaged students and promote higher education. The COE includes four components: 1) Academic Enrichment Centers-programs operate in communities to supplement student educational experiences through tutoring and standardized test preparation; 2) National Achievers Society-identifies, acknowledges, and prepares high achieving underserved students for higher education; 3) Brain Bowl Competition-improves academic skills outside traditional classrooms through local and statewide scholarship competitions in history and culture, mathematics, and speechwriting/oration, as well as contests in coding, word definition, and writing; and 4) Annual Statewide Brain Bowl Competitions and Florida National Achievers Society Summit. Established in 1984, Centers of Excellence are community-based initiatives whose mission is to identify and motivate underserved elementary and secondary students to pursue higher education.

SPC will serve approximately 200 students through various COE activities, and also engage local organizations such as churches and recreation centers to leverage resources and achieve program goals. Funding will support transportation costs associated with field trips for educational and cultural events; student activity costs; student/parent seminars and meeting expenses; and costs for materials, printing, and supplies.

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.)

Salaries & Benefits	\$ 1,667
Printing and Supplies	\$ 150
Travel	\$ 9158
Student Activities Cost (materials & supplies)	\$ 9700
Other Expenses	<u>\$ 325</u>

Total Budget \$ 21,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 21,000
Total amount from funder: \$ 21,000

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. Growth and Empowerment
2. Community Focus
3. Belonging

Strategic Initiative(s):
1. Strengthen our Community

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: U.S. Department of Education - TRIO Student Support Services

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Education by St. Petersburg College for the TRIO Student Support Services (SSS). Permission is also sought to accept \$1,742,570 in funding over a five-year period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The purpose of the TRIO SSS Program is to increase the number of college students, and college students with disabilities, who successfully complete a program of study at the postsecondary level. These services should increase the retention and graduation rates for these categories of students and facilitate their transfer from two-year to four-year colleges and universities. SPC has submitted a proposal to continue its TRIO Student Support Services at both the Gibbs and Clearwater campuses which have the greatest need for program services. The goal of the SSS program is to provide support services to 167 SSS-eligible students at the two campuses with the largest concentration of SSS-eligible students. To maximize SSS student success, the program will incorporate several documented best practices including dedicated coaches, comprehensive assessments, individualized plans to map their success strategies, tutoring, and financial and physical resources. In order to achieve program goals and objectives, SPC will provide intentional and holistic wellness programming, increase financial literacy and responsibility amongst SSS students, and help SSS students enter and be successful on workforce paths in in-demand fields by focusing on our new *Better Jobs, Better Lives* strategic plan through collaboration with the Aspen Institute and the College's revised Career Mapping Templates.

Funding will support personnel, staff and student travel, program materials, and robust student support services targeted to disadvantaged students, including low income, first generation, and students with disabilities. The estimated period of performance will be from September 1, 2026, through October 15, 2031. The total project budget is projected to be \$348,514 per year over a five-year period, of which the College anticipates receiving the full amount.

Jamelle Conner, Vice President, Student Affairs; Shanya Turner, Executive Director of Holistic Student Services and Pre-College Success; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment

gms081624

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

Date of BOT Meeting: September 17, 2024

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

Name of Competition/Project: TRIO Student Support Services

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 9/01/26 **End:** 10/15/31

Administrator: Shanya Turner

Manager: Kelly Fried

Focus of Proposal:

The TRIO SSS Program will increase the number of disadvantaged students, including low-income college students, first-generation college students, and college students with disabilities, who successfully complete a program of study at the postsecondary level. The support services that are provided should increase the retention and graduation rates for these categories of students and facilitate their transfer from two-year to four-year colleges and universities. The support services should also foster an institutional climate that supports the success of students who are limited English proficient, students with disabilities, students who are homeless children and youths, students who are in foster care or are aging out of the foster care system, and other disconnected students. Student support services should also improve the financial and economic literacy of students. SPC's proposal will support the current programs at Clearwater and Gibbs Campuses and address new funding priorities which require work-based learning and social and emotional learning opportunities for SPC students.

SPC has submitted a \$1,742,570 proposal to the U.S. Department of Education in support of SPC's TRIO SSS program with the goal of the SSS program is to provide support services to 167 SSS-eligible students at the two campuses with the largest concentration of SSS-eligible students. To maximize SSS student success, the program will incorporate several documented best practices including dedicated coaches, comprehensive assessments, individualized plans to map their success strategies, tutoring, and financial and physical resources. The latest direction of our TRIO SSS program will focus on holistic services for students that focus on *social, emotional, academic, and career development needs*. This will be mediated through Academic Success Coaching, revised guided pathways models, program staff trained in mental health first aid, financial literacy, and more.

Budget for Proposal:

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

Personnel	\$ 964,485
Fringe	\$ 530,465
Travel	\$ 25,500
Software	\$ 6,250
Printing and Dissemination	\$ 5,000
Indirect Costs	\$ 120,035
Scholarship	\$ <u>90,835</u>
Total Budget	\$ 1,742,570

Funding:

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

\$ 1,742,570

Total amount from funder:

\$ **1,742,570**

Amount/value of match:

Cash: \$488,425

In-kind: N/A

Required match or cost sharing:

No Yes

Voluntary match or cost sharing:

No Yes

Source of match/cost sharing:

SPC Foundation

Negotiated indirect cost:

8%

(Fixed) administrative fee:

N/A

Software/materials:

N/A

Equipment:

N/A

Services:

N/A

Staff Training:

N/A

FTE:

N/A

Other:

N/A

College Values, Strategic Initiatives and Activities Addressed:

Value(s):

1. Student Success
2. Growth and Empowerment
3. Belonging


Strategic Initiative(s):

1. Strengthen our Community
2. Drive Economic Advancement

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Community Policing Development: Law Enforcement Products and Resources Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), by St. Petersburg College for the Law Enforcement Products and Resources grant. Permission is sought to accept an estimated \$500,000 in funding for this proposal, if awarded, and enter into any amendments, extensions, or agreements as necessary, within the original intent and purpose of the grant.

SPC's Center for Public Safety Innovation (CPSI) is proposing to advance the practice of community policing by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. The CPD – Law Enforcement Products and Resources program is a competitive grant program that will fund projects to develop products and resources designed for national distribution that offer creative ideas of advancing community policing. Specifically, CPSI will develop webinars and roll-call videos on various community policing topics for use at the national level.

The estimated period of performance will be from October 1, 2024 through September 30, 2026. The total award amount is projected to be \$500,000 over a two-year period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President, Academic Affairs; Mia Conza, Vice President, General Counsel and Compliance; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment
el0819241

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: U.S. Department of Justice: Office of Community Oriented Policing Services (COPS)

Name of Competition/Project: Community Policing Development: Law Enforcement Products and Resources Program

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 10/1/24 **End:** 9/30/26

Administrator: Matthew Liao-Troth

Manager: Eileen LaHaie

Focus of Proposal:

SPC’s Center for Public Safety Innovation (CPSI) is proposing to advance the practice of community policing by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities designed for national distribution. Specifically, CPSI proposes to address these issues, by improving the skills, abilities, and knowledge of law enforcement officers across the nation in the principles of community policing. To adapt to this changing training landscape, CPSI will develop a series of innovative webinars, roll-call videos and short 30-minute “learning block” vignettes to supplement, and in some cases, replace traditional face-to-face classroom trainings, especially for small, rural and tribal law enforcement agencies with limited budgets and staffing. CPSI proposes to develop and deliver a combination of eight (8) webinars (1-2 hours in length) that will discuss a variety of topics that are priorities of the COPS Office. These webinars will be recorded live and posted on a CPSI website as a resource that law enforcement will be able to access at any time from a laptop, tablet or a smart phone. CPSI will also develop a series of six (6) roll-call videos (5 minutes in length) using segments from the proposed 30-minute “learning blocks” and/or the webinars for law enforcement agencies’ use.

Budget for Proposal:

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

Personnel	\$182,145
Benefits	92,891
Travel	3,116
Consultants/Contractors	93,600
Supplies & Materials	2,360
Other Costs	675
Indirect Cost	125,213
Total Budget	\$500,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$500,000
Total amount from funder:	\$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:	\$125,213
(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
-----------	--------------------

Strategic Initiative(s):	1. Strengthen our Community
--------------------------	-----------------------------

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: U.S. Department of Justice, Victims of Crime Act (VOCA) Formula Grant Program via Office of the Florida Attorney General, Division of Victim Services-Victim of Crime Assistance Program

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the Office of the Florida Attorney General, the pass-through agency for the U.S. Department of Justice Victims of Crime Act (VOCA) funding program, by St. Petersburg College for the Victim of Crime Assistance program. Permission is also sought to accept an estimated \$965,048 in funding for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

The purpose of the Victims of Crime Assistance (VOCA) program is to support the provision of services to victims of crime, including responding to their emotional and physical needs, stabilizing their lives after victimization, assisting them with understanding and participating in the criminal justice system, and providing victims of crime with a measure of safety and security. The goal of the project is to deliver training throughout Florida directed toward people encountering victims as part of their work. SPC will oversee and coordinate the delivery of various face-to-face and online trainings, creating a more comprehensive and cohesive system of care through training and education.

The estimated period of performance will be from October 1, 2024 through September 30, 2025. The total award amount is projected to be \$965,048 over a one-year period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President, Academic Affairs; Mia Conza, Vice President, General Counsel and Compliance; and Eileen LaHaie, Executive Director, Center for Public Safety Innovation, recommend approval.

Attachment

el0819241

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

Date of BOT Meeting: September 17, 2024

Funding Agency or Organization: U.S. Department of Justice, Victims of Crime Act (VOCA) Formula Grant Program via Office of the Florida Attorney General, Division of Victim Services

Name of Competition/Project: Victims of Crime Assistance Program

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: Start: 10//01/24 End: 09/30/25

Administrator: Matthew Liao-Troth

Manager: Eileen LaHaie

Focus of Proposal:

St. Petersburg College is proposing to continue its training program that focuses on delivering education to victim-service providers, nonprofits, school personnel and the community to improve interaction and service delivery to victims of crimes. The goal of this program is to deliver training throughout Florida directed toward people encountering victims as part of their work.

The College will use a multi-faceted approach to training that will involve a variety of audiences and training platforms, including both face-to-face and online. Training offered will be geared towards victims’ services on a variety of topics, including, but not limited to: situational awareness for the social worker; fentanyl and opioid awareness/safety; surviving secondary trauma; compassion fatigue; understanding substance use, abuse, and overdose; strategies for communicating with people who are deaf or hard of hearing and others with access and functional needs; Sexual Assault Nurse Examiner; understanding intimate partner violence and the impact on children; human trafficking and trauma-informed care. It is estimated that the program will deliver up to 50 training sessions on varying topics, ranging in length from one to forty hours using both online and traditional delivery methods.

Budget for Proposal:

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

Personnel	\$ 279,370.00
Fringe	\$ 142,479.00
Travel	\$ 5,008.00
Supplies	\$ 1,500.00
Consultants/Contractors	\$ 319,158.00
Other Costs	\$ 30,520.00

<u>Indirect Costs</u>	\$ 187,013.00
Total Budget	\$ 965,048.00

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 965,048.00

Total amount from funder: \$ 965,048.00

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:	\$187,013		
(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. Growth and Empowerment

Strategic Initiative(s): 1. Strengthen our Community

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College
FROM: Tonjua Williams, Ph.D., President 
SUBJECT: Lease Transfer, JAQOB, Inc. dba Nature's Table Epi Center

Approval is sought to transfer the remaining term of the Lease Agreement with JAQOB, Inc dba Natures Table Epi Center to the new franchise owner Besta Endeavor, LLC. Authorization is also sought 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 Board of Trustees approved the lease with JAQOB, Inc. to provide food service at the Epi Center at a monthly rate of \$300.00 for years 1 - 3 (\$3,600 annually), with a 3% increase for each of the five, one-year optional renewals on March 23, 2023. In August 2024, the JAQOB, Inc.'s franchise owners retired and sold the franchise to Besta Endeavor, LLC.

To prevent disruption to the food service needs at the Epi Center, the new franchise owner, Besta Endeavor, LLC has agreed to assume the remaining Lease period, and agrees to be bound by all the terms, convents, and conditions of the Lease, including the timely payment of rent and any other required amounts to the College.

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

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

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

Attachment

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

Table of Contents

1. PREMISES	3
2. TERM	3
3. BASE RENT	4
4. OPERATING EXPENSES, TAXES AND INSURANCE:	5
5. LANDLORD SERVICES	5
6. PERMITTED USE	6
7. TENANT’S WORK	6
8. TENANT’S CARE OF PREMISES	6
9. MECHANICS LEIN	8
10. LANDLORDS RIGHTS	8
11. ENTRY BY LANDLORD	9
12. INDEMNIFICATION OF LANDLORD	10
13. INSURANCE	11
14. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS	12
15. CONDEMNATION	14
16. DESTRUCTION OF PREMISES	14
17. EVENTS OF DEFAULT	14
18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT	15
19. LANDLORD'S DEFAULT	18
20. CONDITION UPON SURRENDER OF PREMISES	18
21. MISCELLANEOUS	19
EXHIBIT “A” - FLOOR PLAN	25
EXHIBIT “B” - EQUIPMENT LIST	26
EXHIBIT “C” - TENANT’S WORK	27
EXHIBIT “D” - BUILDING RULES AND REGULATIONS	29
EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR	32
LEASE ADDENDUM	33

COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 24th Day of April, 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.

Initials

- 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

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

Initials

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.

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:

- 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;

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

Initials

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;

Initials

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,

Initials

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)

Initials

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

Initials

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

Initials

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

Initials

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

Initials

right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

- E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 18.

19. LANDLORD'S DEFAULT

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

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

21. **MISCELLANEOUS**

- 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: JAQOB, 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

Initials

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

Initials

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;

Initials

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

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

W. **NO WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.

X. **RADON GAS:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is given pursuant to 404.056(5) Florida Statutes.

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

Initials

- Z. LIMITATION ON RECOURSE:** It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.
- AA. SEVERABILITY:** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- BB. LIEN FOR RENT:** Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.
- CC. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED:** This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Initials

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



Signature

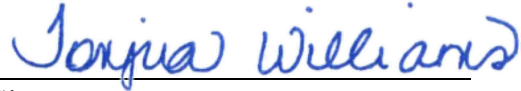
Robert Carpenter, President

Name & Title

4/25/2023

Date

ST. PETERSBURG COLLEGE



Signature

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

Name & Title

4/24/23

Date

General Counsel's Office:
Appr. as to Form/Content MACps
Appr. by BOT on 4/18/23

EXHIBIT "A" - FLOOR PLAN

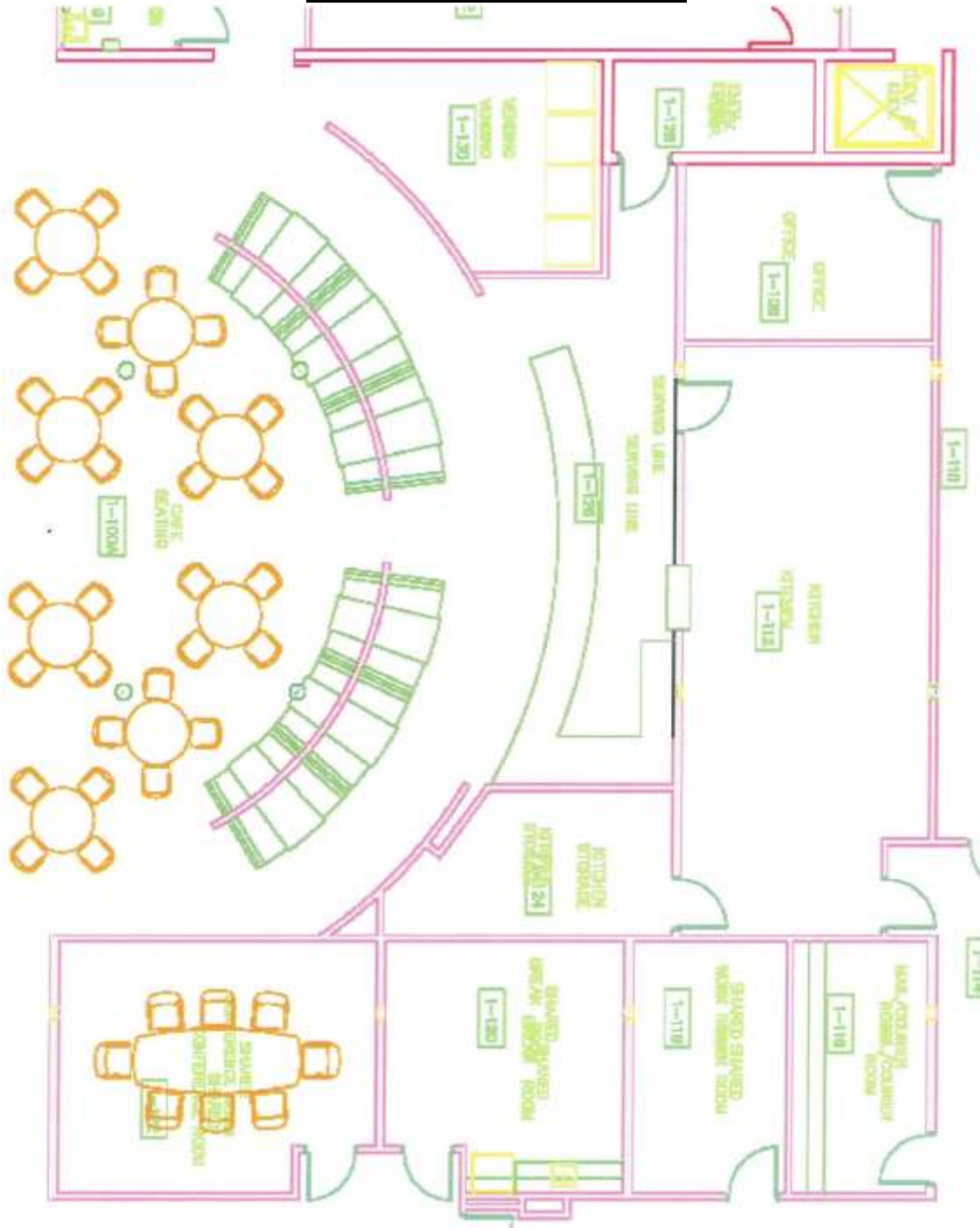


EXHIBIT "B" - EQUIPMENT LIST

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "C" - TENANT'S WORK

Tenant's improvements to space shall meet the requirements listed below:

- a. All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- b. No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- c. All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- d. Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- e. All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- f. Tenant's work shall not at any time impede, or otherwise interfere with any work being accomplished or performed by Landlord.
- g. In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

Initials

- h. Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;
- i. All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;
- j. All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- k. Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

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.

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.

LEASE ADDENDUM

THIS ADDENDUM dated 4/24/23 , is hereby agreed to and made a part of that certain lease agreement dated 4/24/23 , 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.

Tonjua Williams 4/24/23

SIGNATURE

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

RC

SIGNATURE

Robert Carpenter

NAME

President

TITLE

ASSIGMENT OF LEASE

This assignment of Lease (“Assignment”) is entered into by and between JAQOB, Inc. a Florida not for profit corporation, with a principal address of 13805 58 St. N, Clearwater, FL 33760 (“Assignor”) and BESTA ENDEAVOR LLC. a limited liability company with a principal address of _____ (“Assignee”).

WITNESSETH

WHEREAS, by a certain Commercial (Food Service) Lease dated April 24, 2023, the Board of Trustees of St. Petersburg College (“Landlord”), leased to Assignor as tenant 1002 square feet of exclusive use space for the preparation and serving of food at Landlord’s Epi Center 13805 58 St. N, Clearwater, FL 33760 (“Premises”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of the Assignor’s rights and obligations as the tenant under the Lease, with consent of the Landlord; and

WHEREAS, the Lease authorizes Assignor to assign the Lease upon Landlord’s prior written consent.

Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.
2. **Assignment**. Assignor hereby assigns the Lease, attached as Exhibit A and incorporated by reference, and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights under the Lease including, without limitation, the option to renew the Lease, provided Assignee is in good financial standing with Landlord.
3. **Assumption**. Assignee hereby assumes and agrees to be bound by all of Assignor’s obligations under the Lease. Assignee will perform all the terms, covenants, and conditions of the Lease, including the timely payment of rent and any other required amounts to Landlord, after the date hereof.
4. **Indemnification**. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses, and liabilities of whatever nature, including attorneys’ fees, arising under the Lease or relating to the Premises after the date hereof.
5. **Assignment**. Assignee shall not assign the Lease any further or sublet all or any portion of the Premises without the prior written consent of Landlord.

6. **Order of Precedence**. Except as specifically modified herein, the Lease will continue in full force and effect. If any of the provisions of this Assignment conflict with and terms of the Lease, the provisions of this Assignment will govern and control.

7. **Successors and Assigns**. This Assignment shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

CONSENT OF LANDLORD

Landlord hereby consents to the above Assignment and releases Assignor from all obligations and liabilities arising under the Lease after the date hereof.

In Witness Whereof, the Assignment of Lease is executed on this _____ day of _____, 2024.

ASSIGNOR:

By: _____

Name: Robert Carpenter

Title: _____

Date: _____

LANDLORD:

By: _____

Name: Janette Hunt

Title: VP, Finance & Business

Date: _____

ASSIGNEE:

By: _____

Name: Besmir Berboti

Title: _____

Date: _____

Exhibit A

LEASE

BETWEEN

JAQOB, INC.

AS TENANT

AND

ST. PETERSBURG COLLEGE

AS LANDLORD

Table of Contents

1. PREMISES..... 3

2. TERM..... 3

3. BASE RENT 4

4. OPERATING EXPENSES, TAXES AND INSURANCE: 5

5. LANDLORD SERVICES 5

6. PERMITTED USE..... 6

7. TENANT’S WORK 6

8. TENANT’S CARE OF PREMISES 6

9. MECHANICS LEIN 8

10. LANDLORDS RIGHTS 8

11. ENTRY BY LANDLORD 9

12. INDEMNIFICATION OF LANDLORD 10

13. INSURANCE 11

14. REQUIREMENTS OF LAW; FIRE INSURANCE/HAZARDOUS MATERIALS 12

15. CONDEMNATION..... 14

16. DESTRUCTION OF PREMISES 14

17. EVENTS OF DEFAULT 14

18. REMEDIES OF LANDLORD ON DEFAULT OR BREACH BY TENANT 15

19. LANDLORD'S DEFAULT 18

20. CONDITION UPON SURRENDER OF PREMISES 18

21. MISCELLANEOUS..... 19

EXHIBIT “A” - FLOOR PLAN 25

EXHIBIT “B” - EQUIPMENT LIST..... 26

EXHIBIT “C” - TENANT’S WORK..... 27

EXHIBIT “D” - BUILDING RULES AND REGULATIONS 29

EXHIBIT “E” - COLLEGE ACADEMIC CALENDAR..... 32

LEASE ADDENDUM..... 33

COMMERCIAL (FOOD SERVICE) LEASE

THIS LEASE made and entered into this 24th Day of April, 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.

Initials

- 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

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

Initials

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.

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:

- 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;

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

Initials

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;

Initials

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,

Initials

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)

Initials

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

Initials

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

Initials

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

Initials

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

Initials

right or remedy provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

- E. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Paragraph 18.

19. LANDLORD'S DEFAULT

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

20. CONDITION UPON SURRENDER OF PREMISES

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building; Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such fixtures or equipment will result in impairing the structural strength of the Building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Paragraph 10. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

21. **MISCELLANEOUS**

- 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: JAQOB, 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

Initials

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

Initials

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;

Initials

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

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

W. **NO WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of the Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, not to justify or authorize the non-observance on any other occasion of the same or any other covenant or condition hereof; nor shall the acceptance of rent or other payment by the Landlord at any time when the Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of the Landlord's right to terminate the Lease on account of such default; nor shall any waiver or indulgence granted by the Landlord to the Tenant be taken as an estoppel against the Landlord, it being expressly understood that if at any time the Tenant shall be in default in any of its covenants or conditions hereunder, and acceptance by the Landlord of rental or other payment during the continuance of such default or the failure on the part of the Landlord promptly to avail itself of such other rights or remedies as the Landlord may have, shall not be construed as a waiver of such default, but the Landlord may at any time thereafter, if such default continues, terminate the Lease on account of such default in the manner provided for in the Lease.

X. **RADON GAS:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is given pursuant to 404.056(5) Florida Statutes.

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

Initials

- Z. LIMITATION ON RECOURSE:** It is agreed that Landlord (and its shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to and will not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or relief in any suit or action in connection with enforcement or collection of amounts that may become owing or payable under or on account of insurance maintained by Landlord.
- AA. SEVERABILITY:** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- BB. LIEN FOR RENT:** Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or on the Premises and such other property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein or for services or costs relating to the Premises that the Tenant may hereafter agree to pay Landlord. Said lien shall be in addition to and cumulative of the Landlord's lien rights provided by law.
- CC. ENTIRE AGREEMENT /WRITTEN AMENDMENT REQUIRED:** This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises, the Building, or the Project. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.
- DD. COUNTERPARTS AND ELECTRONIC SIGNATURES:** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. Each party agrees that this Lease and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Initials

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



Signature

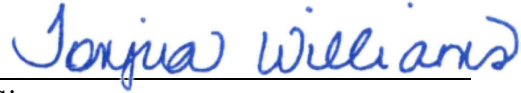
Robert Carpenter, President

Name & Title

4/25/2023

Date

ST. PETERSBURG COLLEGE



Signature

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

Name & Title

4/24/23

Date

General Counsel's Office:
Appr. as to Form/Content MACps
Appr. by BOT on 4/18/23

Initials

TW RPC

EXHIBIT "A" - FLOOR PLAN

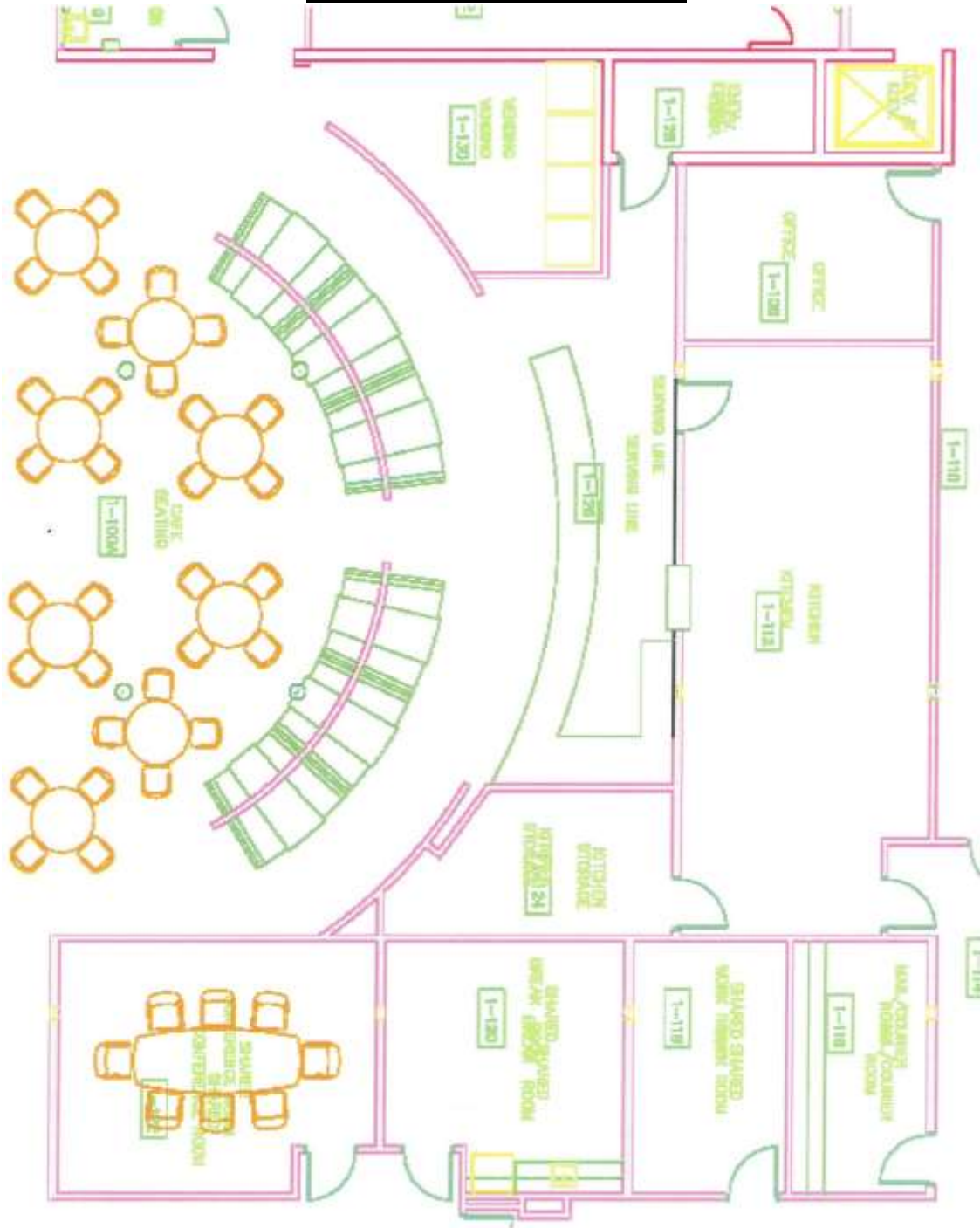


EXHIBIT "B" - EQUIPMENT LIST

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT "C" - TENANT'S WORK

Tenant's improvements to space shall meet the requirements listed below:

- a. All tenant improvement plans and specifications for the work and for later alterations, additions, substitutions and improvements shall be submitted to the Landlord and preapproved by Landlord in writing.
- b. No Premises work shall be initiated until Tenant shall have procured, so far as the same may be required by law from time to time, all permits, authorizations, reports and/or other necessary action of all municipal agencies and departments of governmental agencies and subdivisions having applicable jurisdiction;
- c. All improvements shall be installed in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with applicable insurance requirements. All construction shall be done in conformity with all health and safety requirements and in a good and workmanlike manner;
- d. Prior to the commencement of any work, and at Landlord's request, Tenant shall, at Tenant's expense, furnish to Landlord a payment and performance bond covering the cost of the work and the performance thereof;
- e. All work shall be performed by duly licensed and qualified contractors and shall be approved by Landlord;
- f. Tenant's work shall not at any time impede, or otherwise interfere with any work being accomplished or performed by Landlord.
- g. In connection with the completion of the work, (i) Tenant shall provide Landlord with sufficient proof that lien waivers have been obtained from all contractors, subcontractors, and material and labor suppliers performing work or providing labor in connection with the work; (ii) Tenant's architect shall have inspected the Premises and certified that the work has been completed in accordance with the approved plans and specifications; (iii) Tenant shall obtain a certificate of occupancy for the Premises, and (iv) Tenant's architect shall have issued a certificate of substantial completion which is in form and content customary in the industry. The general contractor shall be obligated to list as an attachment to the construction contract all contractors and subcontractors to be performing the work. The general contractor, shall be obligated to furnish Landlord with certificates of insurance with an insurance company that has an A.M. Best rating A VII naming Landlord and any other required entities as an additional insured which such policies shall include general liability insurance (occurrence form) as follows: \$2,000,000 Each Occurrence; \$2,000,000 Personal and Advertising Injury; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate; \$100,000 Fire Damage (Any One Fire); \$5,000 Medical Expense (Any One Person) as well as evidence of adequate workman's compensation, and commercial automobile liability coverage, \$1,000,000 minimum combined single limit;

Initials

- h. Landlord may file and record at the time of the execution of this Lease a notice of nonresponsibility or a similar notice as may be provided by law, so that whenever any work shall be undertaken by Tenant on the Premises no mechanic's lien or lien for materials or labor could attach to or affect the reversionary status or other estate, right or interest of Landlord in and to the Land;
- i. All nonfixtures goods, effects, personal property, business and trade fixtures, machinery and equipment owned by Tenant and installed at Tenant's expense, shall remain the personal property of Tenant and may be removed by Tenant at any time, and from time to time, during the Lease Term provided that any damage caused by such removal can be totally repaired and Tenant, in removing any of such property, does in fact repair all damage to the Premises and the Building caused by such removal;
- j. All alterations, additions, substitutions and improvements made and installed by Tenant pursuant to this Exhibit "D", shall be and remain Landlord's property and at no expense to the landlord, except the items referenced in subparagraph (i) of this Exhibit "D";
- k. Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Lease Term upon the property of Tenant which is located in the Premises.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

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.

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.

LEASE ADDENDUM

THIS ADDENDUM dated 4/24/23 , is hereby agreed to and made a part of that certain lease agreement dated 4/24/23 , 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.

Tonjua Williams 4/24/23

SIGNATURE

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

RC

SIGNATURE

Robert Carpenter

NAME

President

TITLE

September 17, 2024

Agenda Item VI – B.3b

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Enterprise Fleet Management - Fleet Lease Agreements

Authorization is sought to enter into one additional vehicle lease agreement with Enterprise Fleet Management in the amount of \$61,442.80. The addition of this Lease Agreement brings the aggregate total for all leases through October 2024 to \$683,336.40.

On October 6, 2020, the President approved entering into a Master Lease Agreement (MLA) with Enterprise Fleet Management that allows for the leasing and maintenance of multiple vehicles to be used collegewide. The terms of the MLA are ongoing and apply to individual vehicle lease schedules, which are currently for a period of five years. In April 2024, the Board confirmed the leases through December 2023 and this approval confirms the leases through October 2024, which are more clearly detailed in the chart below. .


Lease Dates	Number Vehicles	Total Cost of Lease Agreement
January 2021	10	\$258,341.40
May 2022	5	\$136,423.80
October 2022	1	\$28,663.80
December 2023	4	\$196,464.60
October 2024	1	\$61,442.80
Aggregate Totals	21	\$683,336.40

Janette Hunt, Vice President, Finance and Business Operations; Mia Conza, Vice President, General Counsel and Compliance; and Adam Colby, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Professional Service Contracts (RFQ 07-23-24)

Authorization is sought to negotiate with the selected ranked companies for design professional services (architectural, civil, structural, and mechanical, electrical, and plumbing) continuing contract services.

In the February 20, 2024, Board of Trustees meeting, it was approved to advertise for continuing contract professional design services, with the intent of selecting 3-5 firms for each professional specialty. The number of firms selected will be based on the College’s needs, project timelines, scheduling, and the specific services required. On May 8, 2024, Facilities Planning and Institutional Services (FPIS) issued a public RFQ for architectural, civil, structural, and mechanical, electrical, and plumbing (MEP) services.

The selection committee reviewed thirteen (13) architectural, nine (9) civil, ten (10) structural, and fourteen (14) MEP proposals. These proposals were evaluated and ranked based on several criteria, including the company’s general information, financial capability, relevant experience and ability, scheduling and cost control, on-site and in-house staff, and potential beneficial community impact. Based on the committee’s rankings, six (6) architectural, five (5) civil, five (5) structural, and seven (7) MEP firms were shortlisted and invited to present to the committee. The selection committee then ranked the firms in the following order:

Architectural	Civil	Structural	MEP
1. Williamson Design Associates, Inc.	1. George F. Young, INC	1. George F. Young, INC	1. Engineering Matrix
2. Harvard Jolly Architecture	2. Osborn Engineering	2. Kimley-Horn and Associates	2. Phoenix Engineering Group
3. Fleischman Garcia Maslowski Architecture	3. TranSystems	3. Pennoni Associates Inc.	3. TLC Engineering Solutions, Inc.
4. Hepner Architects, Incorporated	4. Kimley-Horn and Associates	4. Walker Consultants, Inc.	4. McKim & Creed, Inc.

5. Zyscovich Inc	5. McKim & Creed, Inc.	5. Graef-USA Inc.	5. SGM
6. ASD SKY			6. Kimley-Horn and Associates
			7. OCI

Based on the College’s needs, it was decided to select three firms for each specialty. After reviewing the presentations of the shortlisted firms, the selection committee recommends the following companies:

Architectural	Civil	Structural	MEP
Williamson Design Associates, Inc.	George F. Young, INC.	George F. Young, INC	Engineering Matrix
Harvard Jolly Architecture	Osborn Engineering	Kimley-Horn and Associates	Phoenix Engineering Group
Fleischman Garcia Maslowski Architecture	TranSystems	Pennoni Associates Inc.	TLC Engineering Solutions, Inc.

If authorized, FPIS will enter into negotiations with the first ranked firm. Should FPIS be unable to negotiate a satisfactory contract with the firm deemed most qualified, negotiations with that firm will be formally terminated and FPIS will proceed to negotiate with the second most qualified firm. Should FPIS be unable to negotiate a satisfactory contract with the second most qualified firm, FPIS will proceed to negotiate with the third most qualified firm. Should FPIS be unable to negotiate a satisfactory contract with the selected firms, FPIS shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with the law until an agreement is reached.


The intent is to enter into a three-year and six-month contract with an option for two (2) one-year extensions. Once a contract is negotiated by FPIS, the contract will be presented for the President’s approval.

Janette Hunt, Vice President, Finance and Business Operations; and Adam Colby, Associate Vice President, Facilities Planning and Institutional Services, recommend approval.

September 17, 2024

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: **Authorization to Close on Health Education Center South Annex**

Approval is sought for a Resolution of the College’s Board of Trustees authorizing the President to sign all necessary documentation, including the deed, to close the transaction of the sale of the Health Education Center South Annex in accordance with the Purchase and Sale Agreement dated July 19, 2024 (the “Agreement”) and the Amendment to the Agreement. The sale is anticipated to close on September 18, 2024, through Norton, Hammersley, Lopez & Skokos, P.A.

Janette Hunt, Vice President, Finance & Business Operations; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment



Board of Trustees

Resolution

WHEREAS, St. Petersburg College is a state college in the Florida College System, organized pursuant to Sec. 1001.60, Fla. Stat. and governed by a Board of Trustees (the “Board”), and

WHEREAS, the Board is granted the authority to purchase and dispose of property of the Board of Trustees of St. Petersburg College, pursuant to Sec. 1001.64(25), (26) and (37), Fla. Stat., and to authorize the College President, or her designee, to act on behalf of the Board; and

WHEREAS, a meeting was called for the Board of Trustees for the purpose of voting on the transaction detailed below;

NOW THEREFORE, be it resolved that the Board of Trustees authorize St. Petersburg College’s President, Dr. Tonjua Williams, to transact all business and sign all necessary documents related to the closing and sale of the College’s Health Education Center South Annex, commonly known as 6698 68th Avenue North, Pinellas Park, Florida 33781 and more particularly described on ~~the attached~~ Exhibit “A” attached hereto (the “Property”), and pursuant to the Purchase and Sale Agreement dated July 19, 2024 (the “Agreement”) and Amendment to the Agreement dated August 27, 2024, which provides for the sale of the Property to 6698 68th Ave Land Trust, a Florida limited liability company, for \$2,150,000.00. It was specifically found that the sale of the Property is in the best interest of St. Petersburg College.

IT IS HEREBY RESOLVED that the undersigned does certify that this Resolution has been adopted by the Board of Trustees of St. Petersburg College pursuant to, and in accordance with, its authority on this 17th day of September, 2024.

Board of Trustees of St. Petersburg College

By: _____
Jason Butts
Its: Chairman of the Board

EXHIBIT "A"

~~Lot 1, Block 1, THE CHASE MANHATTAN BANK SUBDIVISION, according to the plat thereof as recorded in Plat Book 111, Page 96, Public Records of Pinellas County, Florida, together with the benefits of the Utility Easement recorded July 15, 2008 in Book 16318, Page 956, and together with benefits of Easements as contained in Reciprocal Utilities and Drainage Easement recorded March 13, 1995 in Book 8935, Page 72.~~

Lot 1, Block 1, THE CHASE MANHATTAN BANK SUBDIVISION, according to the plat thereof as recorded in Plat Book 111, Page 96, Public Records of Pinellas County, Florida, together with the benefits of the Utility Easement recorded July 15, 2008 in Official Records Book 16318, Page 956, Public Records of Pinellas County, Florida and together with the benefits of Easements as contained in Reciprocal Utilities and Drainage Easement recorded March 13, 1995 in Official Records Book 8935, Page 72, Public Records of Pinellas County, Florida.

Formatted: Font: Times New Roman, 12 pt

Programs

September 27th, 2024 via Zoom (11:30 am to 1:00 pm)

Cybersecurity in Florida

In the digital age where sensitive information is accessible online, protecting yourself on the web is pivotal. ISPS, SPC Professor Laura Malave, and our panel of cyber security experts, including Connor McCasland, Cybersecurity Instructor, UWF Center for Cybersecurity and ITGulfCoast Board Member, Sali Osman, Director, IDEA Schools; Advisory Board Member, SullivanCotter; Former CISO, IMF; and Risk Advisor Aramco, and Michele Millich, Information Security Technician, St. Petersburg College, will discuss staying safe online and exploring careers in the industry.

October 9th, 2024 @ USF's Marshall Student Center - MSC 4100 (6:00 pm to 7:30 pm)

The Future of Florida's Transportation

ISPS and our panel of experts, including Vickie Chachere (Event Moderator), Journalist and Communications Consultant, Wade Elliot, Senior VP of Marketing and Business Development, Port Tampa Bay, Jason Jackman, Senior Research Associate, Center for Urban Transportation Research at the University of South Florida and Gina Dew, Government Relations Director, Tampa International Airport, will discuss Florida's infrastructure, emerging developments, and how it impacts our statewide workforce.

News

- Board of Directors Updates
 - ISPS will host a [quarterly](#) Board of Directors' meeting on November 4th.
 - The various working committees of the Board will host their quarterly meetings the week prior on October 28th.
 - Thank you to Trustee Katie Cole for remaining on the Board with us.
 - Kimberly G. Jackson received a [wonderful letter](#) from former ISPS Board Member Glen Gilzean in response to the ISPS magazine and recent achievements.
- Team Updates
 - ISPS is excited to welcome Katie Algarin to the team as a Student Fellow.
 - Student Fellows [Katie Algarin](#) and [Michael Ballard](#) were featured in the *St. Pete Catalyst*.
 - ISPS published its [August](#) newsletter.
 - ISPS is asking community members for their input via a [survey](#) to garner new support and identify potential partners for the upcoming year.



Kindly follow us on:



Kimberly G. Jackson, Esq.
Executive Director
ISPS

St. Petersburg College Board of Trustees Meeting

Palladium Theater Report

September 2024

1. Rental business at the Palladium slows down July – September, but we use that window to present more shows by our staple of great local performers. And those shows have all done well. We had multiple sold out shows in the Side Door and attendance upstairs of 500 and 400 for two locally based blues bands. And our side door show featuring local sax player Trace Zacur sold out last week and the show doesn't happen until Sept. 14!
2. The Palladium Chamber Series returns for five-concerts in the 24-25 season and our season subscriptions go on sale on Sept. 11. These popular concerts draw more than 400 fans to Hough Hall on Wednesday nights. We also raise around \$30,000 per season in support of this series.
3. With \$9 million in pledges and direct gifts in hand, the Cap Campaign is about to launch a "Buy A Seat" Campaign expected to raise between \$800,000 and \$1 million. A humorous video in the final editing stage and will be shown before most performances and shared with donors and supporters and on social media. We expect to kick off the seat campaign at a date TBD in mid-October.
4. SPC Facilities is working toward a July 2025 start date for the renovation project. More details to come in the next board report.

**Leepa-Rattner Museum of Art (LRMA)
September 2024 Report of SPC BOT**

LRMA Exhibitions

Fall 2024:

August 24 – December 15, 2024

- **Recontextualizing the Atlas: Five Decades of Barton Gilmore** (James W. Mitchell, Jr. Gallery) - Retrospective celebrates SPC Professor and Photography Dept. Chair Barton Gilmore who retires this fall. Over 33 years, Gilmore shaped generations of young artists. Highlighting more than 70 photographic and mixed media works, this exhibit delves into the profound connection between Gilmore's practice in photography, the influences that have shaped his career and his role as an educator.

August 24 – December 8, 2024

- **Bruce Marsh: Terra Incognita** (Interactive Gallery) - Known for his naturalistic style and interest in the Florida landscape, Bruce Marsh is fascinated with the sky, light and shadow that animates Tampa Bay. Marsh shaped the SPJC Fine Arts department in the 1960s and the University of South Florida (retiring as Professor Emeritus in 2003). Exhibition includes loaned paintings from Raymond James and Tampa Museum of Art.
- **Dolores Coe: Lost Worlds** (Center Gallery) - Unveils new paintings by Dolores Coe, retired professor at Ringling College of Art & Design. In paint and mixed media, Coe constructs works of invented spaces and narratives populated by references to landscape and its inhabitants—the iconic, cultural, and the everyday.
- **Peter Milton, City of Dreams: Through the Veil of Surrealism** (Uhl Works on Paper Gallery) celebrates the new acquisition of master printmaker Peter Milton's detailed etchings and loaned prints from Eckerd College.

Spring 2025:

January 11 – April 27, 2025

- Noelle Mason (USF Professor) and Ron Rampolla (Tampa photographer) explore the human condition (focus on migrant workers and portraits of the homeless) making the invisible visible.

Pinellas County School exhibitions:

January 21 – March 6, 2025

- Visual Metaphors High School Student Show (Interactive Gallery)

March 11 – April 27, 2025

- State of the Digital Arts (SODA) K-8th Grade (Interactive Gallery)

LRMA Education/Programs - Please visit <https://leeparattner.org/calendar/>

- Weekly **Docent tours:** Wednesdays & Sundays at 2 p.m.
- Monthly **Focus Friday lecture series** at 12 p.m.:
 - Sept. 6 – Robert Cumming “Odessa,” 1988, woodcut
 - Oct. 4 – Ricardo Mosner, “Untitled,” 1986, lithograph *Hispanic Heritage Month
 - Nov. 1 – Bill Renc, “Trout Palms,” 1996, watercolor
 - Dec. 6 – Peter Milton works on paper exhibition
- Monthly **Leap into Art: Monthly children's story/art hour.** Partner with Palm Harbor Library, 3-4 p.m.
- Bi-Monthly ABC Art Book Reading Club. Partner with Palm Harbor Library, 11:30 am – 1p.m.

Upcoming Special Programs

- Artist Talk: Dolores Coe - Friday, September 20, 2024 at 6 – 8 p.m.
- Artist Talk: Barton Gilmore - Friday, October 4, 2024 at 6 – 8 p.m.
- Artist Talk: Bruce Marsh - Thursday, October 17, 2024 at 6 – 8 p.m.

LRMA in the Media

Back-to-school cross-promotion partnership with HCC / UT / USF / LRMA-SPC:

https://mcusercontent.com/b0f171fb4425059574faca681/files/a98fa579-8dbc-d3c4-5397-2218c9b68c50/Vol2No1_Hawktown.pdf

Creative Pinellas Arts Coast Magazine - Wearable Art Fashion Show by Carlene Cobb –8/20/24:

<https://creativepinellas.org/magazine/wearable-art-no-rules-just-wow/>

September 17, 2024

MEMORANDUM

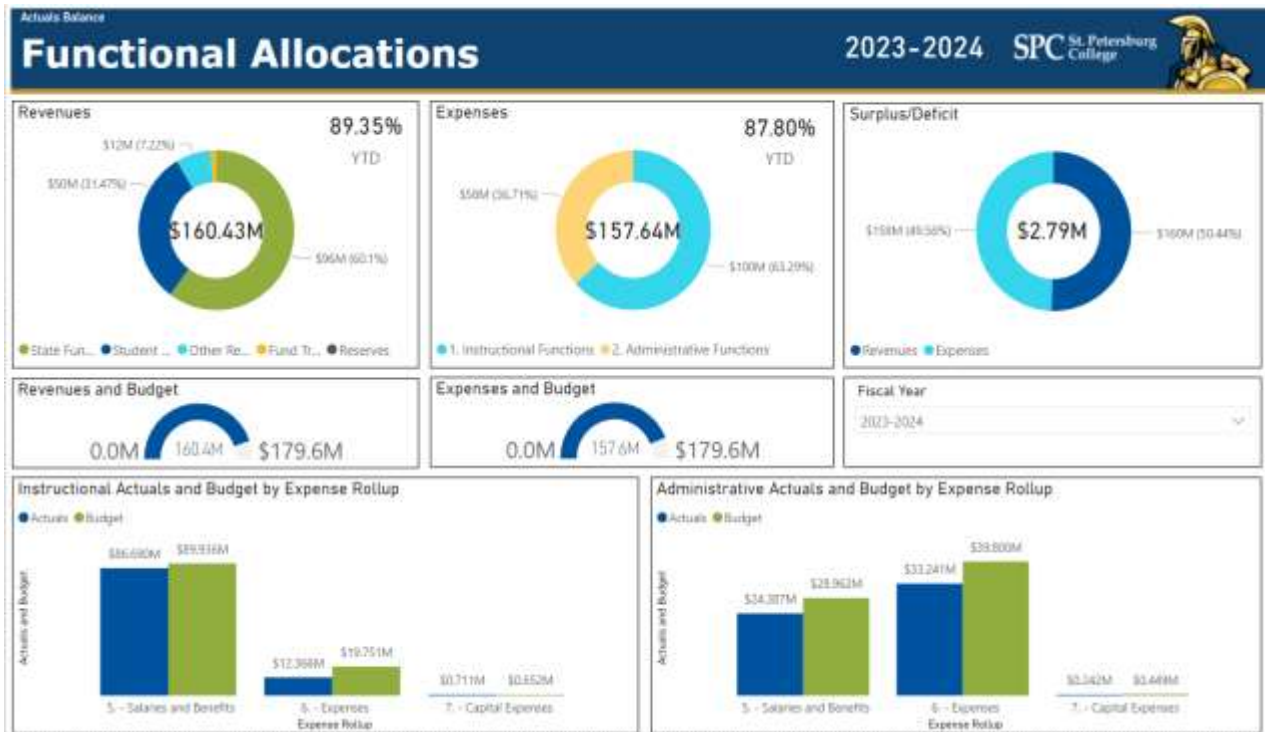
TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fiscal Year End 2023-2024 College General Operating Budget Report with Tuition Revenue

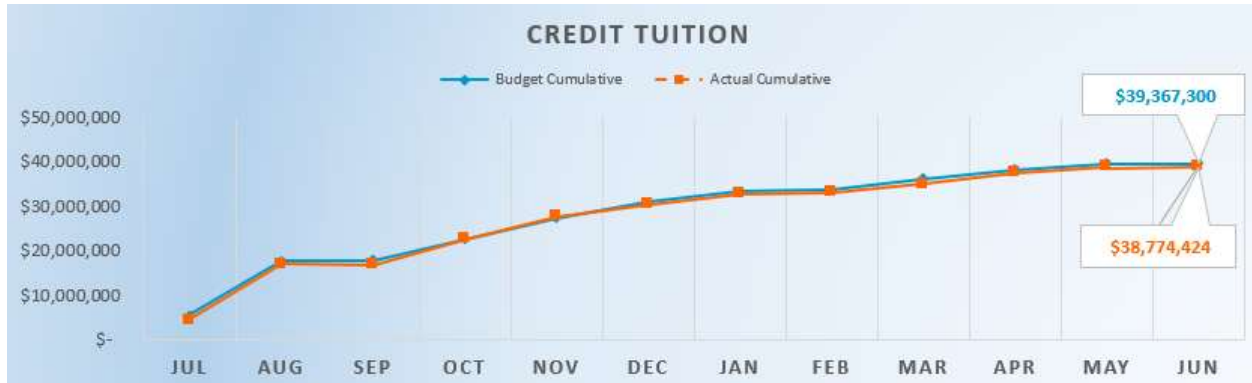
The FY23-24 fund 1 operating budget report through June 30, 2024, is attached.

As of June 30, 2024, the overall revenue was \$160.43M, which represents 89.35 % of the operating budget. The overall expense was \$157.64M, which represents 87.80 % of the operating budget. Personnel expenses represent 74.11 % of the annual operating budget. As of this report date, personnel expenses total \$111.07M or 93.4 % of the total budget of personnel expenses. Instructional personnel expenses account for \$86.69M and \$24.38M for Administration personnel expenses. Current and Capital expenses total \$46.57M. The net balance of revenue less expense is \$2.79M; which excludes net pension adjustments.

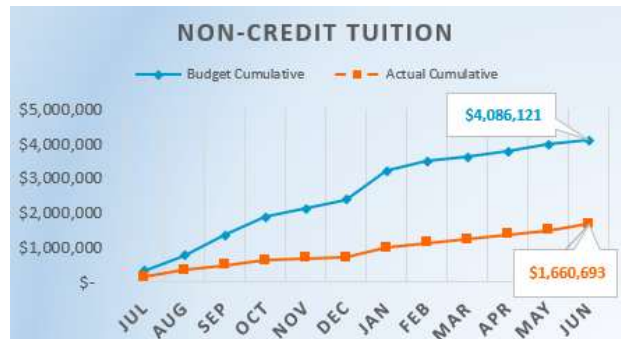


Displayed below are charts for projected tuition revenue. There are three types of tuition revenue: credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

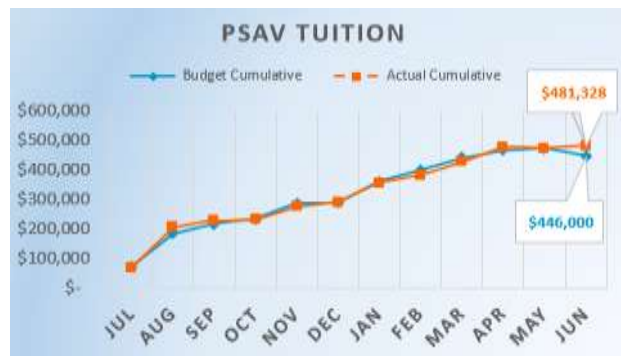
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the actual amount. As of June 30, 2024, the actual tuition is \$593 K below the budgeted amount.



Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the actual amount. As of June 30, 2024, the actual tuition is \$2.4 M 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 actual amount. As of June 30, 2024, the actual tuition is \$35K above the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the actual amount. As of June 30, 2024, the overall actual tuition is \$2.9 M below the budgeted amount.



Dr. Hector Lora, Associate Administrative Vice President, Budgeting and Strategic Execution

Attachment