



ST. PETERSBURG COLLEGE

Board of Trustees Meeting
February 18, 2025
SPC Gibbs Campus (SU 236)
6605 5th Ave N
St. Petersburg, FL

SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. RECOGNITIONS/COMMENTS

- A. Board of Trustees
 - Chair
 - Trustees
- B. General Counsel

III. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting January 21, 2025 (*Action*)

IV. PUBLIC COMMENT Pursuant to §286.0105 FS*

V. PRESIDENT'S REPORT

- *Fall 2024 and Winter 2024 Success Rates Spring 2025 Student Profile* – Dr. Matthew Liao Troth, Vice President Academic Affairs and Dr. Mark Strickland, Vice President, Student Affairs
- *Annual Financial Health of the College* – Ms. Janette Hunt, Vice President, Finance and Business Operations, Mr. Mike Meigs, Associate Vice President, Accounting, Business and Financial Services and Dr. Hector Lora, Associate Vice President, Budgeting and Strategic Execution and James Veenstra, SPC Student, Seminole Campus

VI. CONSENT AGENDA

- A. OLD BUSINESS (**items previously considered but not finalized**) - NONE.

B. NEW BUSINESS

1. ADMINISTRATIVE MATTERS

- a. Human Resources
 - i. Personnel Report (*Action*)

2. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. Jobs for the Future—Accelerating Career Connections and Employment Success Strategies Grant (*Action*)
- b. National Science Foundation—Advancing Informational STEM Learning Grant (*Action*)
- c. SparkForce (formerly Nuts, Bolts & Thingamajigs) and PMMI Foundation—Manufacturing Summer Camp Grant (*Action*)

3. CAPITAL OUTLAY, MAINTENANCE, RENOVATION, AND CONSTRUCTION

- a. Project Authorization – Repair & Renovate Fire Training Center – Project Number: 1707-W-24-17 (*Action*)
- b. Project Authorization – Collegiate High School Renovation DT, Project Number: 1707-C-25-15 (*Action*)

4. OTHER

- a. Amendment to Lease Agreement with Cellco Partnership dba Verizon Wireless (*Action*)

VII. PROPOSED CHANGES TO BOT RULES MANUAL – *Public Hearing* -

- 6Hx23-1.02 Statement of Purpose and Mission
- 6Hx23-1.12 Approved Forms
- 6Hx23-1.13 Institutional Relationships
- 6Hx23-1.14 Advertising
- 6Hx23-1.19 Gambling
- 6Hx23-1.221 Use of College Vehicles
- 6Hx23-1.24 Installation of Special Equipment
- 6Hx23-1.26 Photography in the College
- 6Hx23-1.27 General Employee Meetings
- 6Hx23-1.28 Committees
- 6Hx23-1.341 Basic Human Rights
- 6Hx23-2.19 Employment of Career Services Employees

VIII. INFORMATIONAL REPORTS

A. Direct Support Organization

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

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

C. Leepa Rattner Museum of Art (*Informational*)

D. Fiscal Year 2024-2025 College General Operating Budget Report with Tuition Revenue (*Informational*)

IX. NEXT MEETING DATE AND SITE

March 25, 2025, SPC Tarpon Springs Campus, FA 132

X. 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.

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Dr. Tonjua Williams, President *(TW)*

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
Hafner, Lars A	Academic Program Coordinator	Social & Behavioral Science DT	1/13/2025
Kennedy, Tamia I	Admin Project Coordinator	Business Services	1/6/2025
LaMarca, Stacy L	Accessibility Svcs Coordinator	Accessibility Services	1/7/2025
Payne, Gabrielle R	Coord, StudentLife&Leadership	Associate Provost Office DT	1/6/2025
Pope-Rolewski, Andrew C	Career & Academic Advisor	Provost Office SE	1/21/2025

TRANSFER/PROMOTION Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
Brown, Joshua V	Assoc Dir, Lrng Res	Learning Resources	1/18/2025
Thompson, Brenda J	Project Coordinator	Workforce & Prof Development	1/18/2025

HIRE Budgeted Career Service

Name	Title	Department/Location	Effective Date
Byfield, Winston L	Facilities Specialist	Maintenance Services DT	1/6/2025
Donat, Andrew	Custodian	Custodial Services CL	1/6/2025
Espinosa, John F	Assistant House Manager	Palladium	1/6/2025
Fleming, Genevieve G	Administrative Svcs Specialist	Physical Therapist Asst HC	1/6/2025
Gonzalez, Ana D	Custodian	Custodial Services SE	1/6/2025
Lamb, Jerrell D	Sr Landscaper	Landscape Services CL	1/6/2025
Laubengeyer, Heather	Administrative Svcs Specialist	Provost Office SE	1/21/2025
Lindsay, Kevin P	Sr Landscaper	Landscape Services SPG	1/27/2025
Michaud, Kevin T	Custodian	Custodial Services SPG	1/6/2025
Onessimo, Michelle R	Administrative Svcs Specialist	Associate Provost Office SPG	1/21/2025
Stein, Robin	Student Support Specialist	Student Support Services SE	1/21/2025
Theocharakis, Eleni W	Instructional Supp Specialist	Learning Resources	1/6/2025
Vail, Linda A	Accounting Support Specialist	Accounting Services	1/6/2025

TRANSFER/PROMOTION Budgeted Career Service

Name	Title	Department/Location	Effective Date
Hall, Brittany L	Grant Support Specialist	Grant Development	1/11/2025

RENEWAL CONTRACT Budgeted Administrative & Professional

Name	Title	Department/Location	Effective Date
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FACULTY

Name	Title	Department/Location	Effective Date
Castillo, Franklin	Faculty	College of Computer & InfoTech	1/6/2025
Ladd, Elizabeth A	Faculty	Nursing HC	1/6/2025
Mhaskar, Asmita R	Faculty	Baccalaureate Programs	1/2/2025
Wood, George E	Faculty	College of Computer & InfoTech	1/6/2025
Zolecki, Jacqueline	Faculty	College of Computer & InfoTech	1/6/2025

SUPPLEMENTAL Temporary

Name	Title	Department/Location	Effective Date
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Allen, Kari A	Professional-Supplemental	College of Education	1/9/2025
Bell, Alan J	Adjunct Faculty, HTF for HEC	Academic Affairs	1/7/2025
Brulte, Anna	Adjunct Faculty, Bach	Ethics CL	1/13/2025
Brulte, Anna	Adjunct Faculty, Bach	Public Policy & Legal Studies	1/13/2025
Castillo, Franklin	Faculty - supplemental	College of Computer & InfoTech	1/6/2025
Eldridge, Deborah Cerminaro C	Adjunct Faculty	Public Policy & Legal Studies	1/6/2025
Fernandez, Jennifer S	Faculty - supplemental	College of Education	1/7/2025
Goethals, Kelley	Faculty - supplemental	Humanities & Fine Arts CL	1/9/2025
Hetzel, Daniel A	Project Deliverable-Flat Amt	Workforce & Prof Development	1/6/2025
Heuertz, Andrew A	Professional-Supplemental	College of Education	1/9/2025
Hlebak, Amy L	Professional-Supplemental	College of Education	1/9/2025
Kirtley Jr, William E	Adjunct Faculty	Humanities & Fine Arts CL	1/9/2025
Lightfoot, Randolph	Faculty - supplemental	Social & Behavioral Science CL	1/6/2025
Lynn, John M	Adjunct Faculty	Humanities & Fine Arts SE	1/9/2025
Magnani, Jessica	Faculty - supplemental	College of Education	1/10/2025
McFarland, John	Adjunct Faculty	Humanities & Fine Arts SE	1/9/2025
Minogue, Mary Jane	Professional, Hourly-OPS	Collegiate High School - DT	1/4/2025
Obando Garcia, Leonardo J	Adjunct Faculty	Humanities & Fine Arts SE	1/9/2025
Servis, Michael S	Adjunct Faculty, HTF for HEC	Academic Affairs	1/13/2025
Snell, Katy L	Faculty - supplemental	Communications CL	1/6/2025
Velazquez, Ruth	Supplemental, HTF for HEC	Nursing HC	1/9/2025
Vukota, Kaylie B	Faculty - supplemental	Academic Affairs	1/7/2025
Weber, Susan E	Faculty - supplemental	College of Education	1/7/2025
Xu, Hui	Professional, Hourly-OPS	Humanities & Fine Arts SPG	1/3/2025
Zien, Livia L	Adjunct Faculty	Mathematics SE	1/13/2025

HIRE Temporary			
Name	Title	Department/Location	Effective Date
Bankole, Olumide	Adjunct Faculty	Building Arts CL	1/13/2025
Bartolotti, Sheryl L	Professional, Hourly-OPS	Workforce & Prof Development	1/6/2025
Bedient, Cynthia B	Interpreter/Teaching Asst-OPS	Accessibility Services	1/27/2025
Binuelo-Gabriel, Gael	OPS Career Level 2	Student Activities CL	1/27/2025
Castillo, Vinicio A	OPS Career Level 5	Learning Resources	1/20/2025
Clayton, Matthew J	OPS Career Level 2	Student Activities CL	1/27/2025
Culotta, Chandler M	Adjunct Faculty	Humanities & Fine Arts CL	1/6/2025
Curran, Ian P	Adjunct Faculty, HTF for HEC	Emergency Medical Services HC	1/21/2025
Elghandour, Ashraf	Adjunct Faculty, Bach	Business Administration CL	1/13/2025
Farrand, Mary A	Adjunct Faculty	Human Services HC	1/13/2025
Gallinson, Dylan G	Adjunct Faculty, Bach	Natural Science CL	1/6/2025
Henderson, Kaitlyn	OPS Career Level 5	Asset Management	1/6/2025
Jones, Dianeka A	Adjunct Faculty	Human Services HC	1/13/2025
Kirsch, Madeline	OPS Career Level 5	Learning Resources	1/6/2025
Larsen, Jessica B	Contributed Service	Nursing HC	1/13/2025
Lewis, Mary E	Adjunct Faculty, HTF for HEC	Nursing HC	1/13/2025
Lindau, Chris H	Adjunct Faculty, HTF for HEC	Emergency Medical Services HC	1/21/2025
Lloyd, George E	Professional, Hourly-OPS	Center of Excellence	1/6/2025
Lumia, James C	Adjunct Faculty, Bach	College of Education	1/21/2025
Malmont, Andrea G	Adjunct Faculty, Bach	College of Education	1/13/2025
Muca, Arjolta	OPS Career Level 5	Learning Resources	1/21/2025
Papas, Zoe A	Adjunct Faculty	Humanities & Fine Arts SE	1/6/2025
Parda-Watters, Susan M	Adjunct Faculty, HTF for HEC	Nursing HC	1/13/2025
Poshi, Dorian	Adjunct Faculty	Business Administration CL	1/13/2025
Reamer, Angela R	Adjunct Faculty	Engineering Technology CL	1/13/2025
Ryan, Anne M	Professional, Hourly-OPS	College of Education	1/6/2025
Seay, Latasha B	Professional, Hourly-OPS	Collegiate High School - DT	1/4/2025
Stevens, Glen	Adjunct Faculty, Bach	College of Education	1/13/2025
Stodden, Clifford D	Faculty - supplemental	Natural Science TS	1/13/2025
Swartz, Aaron	OPS Career Level 5	New Initiative Program - HC	1/17/2025
Talley, Saunya R	Professional, Hourly-OPS	Accessibility Services/OSSD-SP	1/6/2025

Unger, Kadin N	Professional, Hourly-OPS	Learning Resources	1/6/2025
Warren, Sydney E	OPS Career Level 1	Learning Resources	1/21/2025
Wharton, Elizabeth	Adjunct Faculty	Humanities & Fine Arts CL	1/16/2025
Zien, Livia L	Professional, Hourly-OPS	Learning Resources	1/6/2025


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

NGS. 01/27/2025

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Jobs for the Future—Accelerating Career Connections and Employment Success Strategies Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to Jobs for the Future, by St. Petersburg College for the Accelerating Career Connections and Employment Success Strategies grant. Permission is also sought to accept an estimated \$300,000 in funding over a 26-month period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Jobs for the Future, in partnership with the PricewaterhouseCoopers Foundation, is offering a significant funding opportunity called Project ACCESS: Accelerating Career Connections and Employment Success Strategies. This initiative aims to support community and technical colleges in expanding and scaling effective programs that connect learners to paid work-based learning opportunities and quality jobs. Evaluation criteria for this opportunity includes strategic alignment with institutional goals and workforce needs, strength of partnerships, and innovative approaches. By providing comprehensive training to prepare students for the workplace, pre-internship coaching and mentoring students throughout the internship process offer the guidance and support to reduce unemployment and underemployment rates among neurodivergent adults.

The estimated period of performance will be from April 1, 2025, through June 30, 2027. The total project budget is projected to be \$300,000 over a 26-month period. See attached Information Summary for additional information.

Matthew Liao-Troth, Vice President, Academic Affairs; Mia Conza, Vice President, General Counsel and Compliance; and Jimmy Chang, Dean, Mathematics and Computer Information Technology, recommend approval.

Attachment
gms012725

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

Date of BOT Meeting: February 18, 2025

Funding Agency or Organization: Jobs for the Future (JFF)

Name of Competition/Project: Accelerating Career Connections and Employment Success Strategies (ACCESS)

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 4/1/2025 **End:** 5/31/2027

Administrator: Matthew Liao-Troth

Manager: Jimmy Chang

Focus of Proposal:

The JFF ACCESS “Expanding Opportunities for Neurodivergent Learners” proposal at St. Petersburg College will scale the resources currently being utilized for STEM internships. With the goals of increasing post-secondary completion, post-enrollment success and student social and emotional needs through internship support, not only is SPC building brighter futures for neurodiverse individuals but also unlocking the potential of this workforce.

The project will provide refined career development assessments and support services for a broad spectrum of self-identified neurodivergent students who request accessibility accommodations, and professional development for career readiness staff. The focus of the programmatic activities is to expand efforts to address constraints faced by this population in transitioning from academic life to careers in the fields of Science, Technology, Engineering, and Mathematics including Information Technology.

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	\$ 15,675
Fringe Costs	\$ 7,944
Conferences/meetings	\$ 12,000
Travel	\$ 3,000
Marketing and communications	\$ 7,000
Participant support and stipends	\$ 207,000
Project-specific supplies and technology	\$ 11,110
Indirect costs	\$ 8,271
Staff Professional Development	\$ 10,000
<u>Other (certification exams)</u>	<u>\$ 18,004</u>
Total Budget	\$ 300,000

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$ 300,000
Total amount from funder: **\$ 300,000**

Amount/value of match: \$0 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

College Values, Strategic Initiatives and Activities Addressed:

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

Strategic Initiative(s):
1. Deliver Excellence in Teaching and Learning
2. Strengthen Our Community

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President



SUBJECT: National Science Foundation—Advancing Informational STEM Learning Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees' approval, to the National Science Foundation by St. Petersburg College for the Advancing Informal STEM Learning (AISL) grant. Permission is also sought to accept \$703,228 in funding over a three-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 AISL Program is committed to funding research and practice, with continued focus on investigating a range of informal STEM learning (ISL) experiences and environments that make lifelong learning a reality. St. Petersburg College's AISL Project Type 4 is focused on AI literacy community outreach through the public library system and leverages innovative educational practices to apply activity-based learning of Artificial Intelligence (AI) concepts to teach and explore the rapidly advancing foundational capabilities of AI. The intent of the community outreach is to spark interest and engagement in AI by providing informal experiential learning mediated through the local library system in Tampa Bay.

Funding will support personnel, staff and student travel, program materials, and robust community outreach and engagement to teach fundamental AI literacy skills. The estimated period of performance will be from September 1, 2026, through August 31, 2029. The total project budget is projected to be \$703,228 per year over a three-year period, of which the College anticipates receiving the full amount.

Matthew Liao-Troth, Vice President, Academic Affairs; Mia Conza, Vice President, General Counsel and Compliance; and Jimmy Chang, Dean, Mathematics and Computer Information Technology, recommend approval.

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

Date of BOT Meeting: February 18, 2025

Funding Agency or Organization: National Science Foundation

Name of Competition/Project: Advancing Informal STEM Learning (AISL)

SPC Application or Sub-Contract: SPC Application

Grant/Contract Time Period: **Start:** 9/01/26 **End:** 08/31/29

Administrator: Jimmy Chang

Manager: Chad Mairn

Focus of Proposal:

The AISL Program is committed to funding research and practice, with continued focus on investigating a range of informal STEM learning experiences and environments that make lifelong learning a reality. This program seeks proposals that center on engagement, broadening participation, and belonging, and further the well-being of individuals and communities.

SPC has submitted a \$703,228 proposal to the National Science Foundation in support of our community focused AI literacy project leverages which innovative educational practices to apply activity-based learning of Artificial Intelligence (AI) concepts to teach and explore the rapidly advancing foundational capabilities of AI becoming embedded in personal, professional, and educational technology systems outside of formal education to broaden participation in STEM.

The intent of the community outreach is to spark interest and engagement in AI by providing informal experiential learning mediated through the local library system in Tampa Bay. The project will (1) Promote responsible, ethical use of AI including generative AI, chatbots, and assistive technology and instill a practical understanding of AI technologies through AI literacy activities outside of formal education and thereby broaden participation in STEM; (2) Assess and analyze the program while establishing a foundation for continuous AI literacy exposure to ensure community success and encourage lifelong learning; (3) Increase informal trialability and observability of AI, using a Diffusion of Innovation (DOI) theory of change, throughout the greater Tampa Bay region through training for 400 librarians/staff and community partners, open education resources (OER), and outreach.

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	\$ 102,838
Fringe	\$ 18,224
Travel	\$ 68,421
Supplies	\$ 66,169
Software	\$ 90,000
Printing and Dissemination	\$ 7,500
Indirect Costs	\$ 117,989
Contract (Evaluators, Subject Matter Experts, & Symposium)	\$ 117,920
Contracts for USF subrecipient	\$ 114,167
Total Budget	\$ 703,228

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below)	\$ 703,228
Total amount from funder:	\$ 703,228

Amount/value of match: \$0	Cash: N/A
	In-kind: N/A
Required match or cost sharing:	No <input checked="" type="checkbox"/> Yes
Voluntary match or cost sharing:	No <input checked="" type="checkbox"/> Yes
Source of match/cost sharing:	SPC Foundation
Negotiated indirect cost:	33.41%
(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
	3. Belonging
Strategic Initiative(s):	1. Strengthening our Communities
	2. Driving Economic Advancement

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: SparkForce (formerly Nuts, Bolts & Thingamajigs) and PMMI Foundation–
Manufacturing Summer Camp Grant

Confirmation is sought for a proposal that was submitted, subject to Board of Trustees’ approval, to SparkForce, in collaboration with the Association for Packaging and Processing Technologies (PMMI) Foundation, by St. Petersburg College for the Mechatronics and 3D Computer Aided Design Summer Camp grant. Permission is also sought to accept an estimated \$2,000.00 in funding over a six-month period for this proposal, if awarded, and enter into any amendments, extensions or agreements as necessary, within the original intent and purpose of the grant.

Since 2003, the Foundation of the Fabricators & Manufacturers Association, International, now named SparkForce, has awarded grants annually to trade schools and community/technical colleges for the purposes of hosting summer manufacturing camps for middle and high school aged youth. SPC proposes to offer a 2025 summer manufacturing and entrepreneurship camp for 15 students ages 13-16 at the Clearwater Campus. Participants will learn how to apply programming, additive manufacturing, electronics, mechatronics, machining, drilling and finishing in making a 3D design and fabrication of a memory game. The grant will be used to cover costs associated with program administration, marketing, materials and supplies.

The estimated period of performance will be from March 1, 2025, through August 31, 2025. The total project budget is projected to be \$2,000.00 over a six-month period. See attached Information Summary for additional information.

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

Attachment
gms012725

Funding:

Total proposal budget: (includes amount requested from funder, cash and in-kind matches listed below) \$2,000.00
Total amount from funder: \$2,000.00

Amount/value of match: Cash: N/A
In-kind: N/A
Required match or cost sharing: No Yes
Voluntary match or cost sharing: No Yes
Source of match/cost sharing: N/A
Negotiated indirect cost: N/A
(Fixed) administrative fee: N/A
Software/materials: N/A
Equipment: N/A
Services: N/A
Staff Training: N/A
FTE: N/A
Other: N/A

College Values, Strategic Initiatives and Activities Addressed:

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

Strategic Initiative(s):
1. Deliver Excellence in Teaching and Learning
2. Strengthen Our Community

February 18, 2025

Agenda Item VI – B.3a

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Project Authorization – Repair & Renovate Fire Training Center – Project Number: 1707-W-24-17

Approval is requested for Guaranteed Maximum Price (GMP) and to issue all necessary purchase orders for the Repair & Renovate Fire Training Center – Project Number: 1707-W-24-17.

A Florida College System institutions' Board of Trustees have certain authority and powers pursuant to Fla. Stat. §1001.64 and is vested with the responsibility to govern with such necessary authority as needed for the proper operation of the institution [§1001.64 (2)], including the authority to enter into purchase contracts. Pursuant to Fla. Stat. §1001.65(24), the Board may delegate or vest with the College President its granted authority, including authority to purchase and approve contracts.


On March 26, 2025, St. Petersburg College entered into an agreement with Pinellas County, in which the county committed to funding up to \$1,500,000 for the renovation and repair of the burn building and fire tower, based on two prior studies. Through the College's continuing contracts, Williamson Design Associates developed the design documents, and AD Morgan submitted a bid along with a GMP proposal of \$1,132,814.85. Authorization is requested to approve the GMP, issue all necessary purchase orders, and process any additional change orders, provided the total project cost does not exceed \$1,500,000.

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

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Project Authorization – Collegiate High School Renovation DT, Project Number: 1707-C-25-15

Authorization is sought to delegate authority to the President to approve all proposals and to issue all necessary purchase orders for Collegiate High School Renovation DT, Project Number: 1707-C-25-15.

A Florida College System institutions' Board of Trustees have certain authority and powers pursuant to Fla. Stat. §1001.64 and is vested with the responsibility to govern with such necessary authority as needed for the proper operation of the institution [§1001.64 (2)], including the authority to enter into purchase contracts. Pursuant to Fla. Stat. §1001.65(24), the Board may delegate or vest with the College President its granted authority, including authority to purchase and approve contracts.

To improve the security and comply with the Florida Safe Schools design criteria it is necessary to relocate the Downtown Collegiate High School to the first floor of the Downtown Center. This relocation will also move student support to the third floor and build out a suite for the College of Business. Authorization is requested to delegate authority to the President to approve all necessary proposals and purchase orders for this project, not to exceed \$3,200,000 total project cost.


Through the College's continuing contract, Harvard Jolly, is in process of finalizing the design. Foresight was selected as the construction manager through as a continued contract to complete these renovations.

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

February 18, 2025

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Amendment to Lease Agreement with Cellco Partnership dba Verizon Wireless

Approval is sought for an Amendment to the Lease Agreement, with Cellco Partnership dba Verizon Wireless, for the continued use of the St. Petersburg/Gibbs Campus cellphone tower. The Agreement is currently set to expire February 27, 2031. The Amendment provides the option to extend the Lease for three additional five-year terms (new renewal terms). All existing renewal terms and any new renewal terms shall automatically renew unless terminated by the parties pursuant to the notice and termination provisions of the Amendment.

In exchange for the Amendment to the Lease Agreement, the College will receive a one-time payment of \$30,000 and a yearly rent of \$36,000 per year. In February 2026, and on each successive annual period, the rent will increase by the greater of 3% of the current rent or the percentage increase of the Consumer Price Index for the preceding year.

The attached Amendment to 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; Adam Colby, Associate Vice President, Facilities Planning and Institutional Services; and Mia Conza, Vice President, General Counsel and Compliance, recommend approval.

Attachment

THE THIRD AMENDMENT TO GROUND LEASE AGREEMENT

This Third Amendment to Ground Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Board of Trustees of St. Petersburg College** ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated December 19, 1995 (the "**Original Lease**"), as amended by that certain First Amendment to Ground and Tower Lease Agreement dated December 8, 2009 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Ground and Tower Lease Agreement dated August 23, 2012 (the "**Second Amendment**") (the Original Lease, the First Amendment, and the Second Amendment, as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **thirty thousand and xx/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 15, 2025; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 28, 1996 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on February 27, 2031. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant’s receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Tenant’s Right to Expand Leased Premises.**

a. **Tenant’s Right to Expand Leased Premises.** For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Tenant’s sole and absolute discretion (the “**Expansion Area**”). Tenant may, by written notice to Landlord, exercise said option, in Tenant’s sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear brush and other obstructions (excluding trees) which may interfere, in Tenant’s sole discretion, with Tenant’s ability to conduct such evaluation activities. Tenant shall not remove any trees from within the Leased Premises without Landlord’s consent. Tenant, at Tenant’s sole expense, shall relocate any sidewalk located within the Expansion Area. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.

- b. The **“Commencement Date”** of the expansion of the Leased Premises, to include the Expansion Area, shall be the earlier of: (i) the date that one of Tenant’s (or American Tower’s) customers commences payment to Tenant (or American Tower) under a sublease, license or other form of collocation agreement that grants said customer use of the Expansion Area; (ii) the date that Tenant (and/or American Tower) issues a written ‘Notice To Proceed’ to one of Tenant’s (or American Tower’s) customers for the purpose of commencing said customer’s installation of equipment on all or a portion the Expansion Area; (iii) if no written ‘Notice to Proceed’ is issued, then the date that Tenant, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expansion Area; (iv) the date that Tenant (and/or American Tower) issues a written notice to Landlord evidencing its intent to commence leasing the Expansion Area; or (v) in the event Tenant (and/or American Tower) commences payment of the additional rent described in Section 5 below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.
4. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **thirty-six thousand and xx/100 Dollars (\$36,000.00)** per year (the **“Rent”**). Commencing on February 27, 2026 and on each successive annual anniversary thereof (the **“Increase Date”**), Rent due under the Lease, as amended herein, will be increased by the greater of (i) an amount equal to three percent (3%) of the then current Rent, or (ii) the percent increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the United States Department of Labor Statistics (1982-1984 = 100) (the **“Index”**) for the immediately preceding year. As used herein, “preceding year” means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. For example, if the rent increase is being determined in connection with an Increase Date of October 1st, then the ‘preceding year’ would be the 12-month period ending as of July 31st. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of U. S. Dollar, shall be selected by Tenant and the Index adjustment shall be based upon such index. In the event of any overpayment of Rent or Installation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Board of Trustees of St. Petersburg College**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
5. **Installation Fee.**
- a. In the event the Commencement Date has occurred, Tenant shall pay the Installation Fee (defined below) provided in Subsection 5(b) below; provided, however, in all events, the Parties agree that all of the other rights and obligations created by and pursuant to this Amendment shall remain in full force and effect.
- b. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to **two hundred fifty and xx/100 Dollars (\$250.00)** per month for each sublease, license or other collocation agreement for the use of any portion of the Expansion Area entered into by and between Tenant and a third party (any such party, the **“Additional Collocator”**) subsequent to the Effective Date (such amount, the **“Installation Fee”**). The Installation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease

- c. The initial payment of the Installation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Installation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Installation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - d. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant's communications tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - e. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Installation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises or Expansion Area ; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises or Expansion Area and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
6. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease at the time of this Amendment. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for modifying, repairing, or replacing existing improvements within the Leased Premises. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises and/or Expansion Area by Tenant and/or Tenant's customers, licensees, and sublessees. If Landlord does not respond to Tenant's written request to execute such document(s) related to the permitted use of the Leased Premises contemplated under the Lease within thirty (30) days of Landlord's receipt of such request, Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use

and zoning and building permit applications that concern the Leased Premises and/or Expansion Area on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises and/or Expansion Area as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises, Expansion Area or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

8. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises and Expansion Area are a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

9. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the

Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

10. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment. Notwithstanding the foregoing, both parties acknowledge that each is subject to and must comply with the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.
11. **Notices.** The Parties acknowledge and agree that Section 12 of the Original Lease and Section 6 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO Box 13489, Saint Petersburg, FL 33733; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921 Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
12. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
13. **Governing Law.** The Parties acknowledge and agree that Section 24(D) of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

14. **Waiver.** From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
15. **Taxes.** The Parties acknowledge and agree that Section 17 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within forty-five (45) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
16. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Board of Trustees of St. Petersburg College,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless,

By: **ATC Sequoia LLC**, a Delaware limited liability company
Its: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A portion of Lot 1, Block 1, Eagle Crest Block 30 Replat, recorded in Plat Book 76 Page 53, Public Records of Pinellas County, Florida

Formerly described as:

Lot 16, and West 21 feet of Lot 15, Block 30, Eagle Crest according to plat thereof, recorded in Plat Book 13 pages 6 thru 9, Public Records of Pinellas County, Florida As recorded in OR BOOK 3449 page 808.

and

Lot 17 of Block 30, Eagle Crest according to plat thereof, recorded in Plat Book 13 pages 6 thru 9, Public Records of Pinellas County, Florida, by Warranty Deed from Herman K. Drenning & Sara V. Drenning, his wife to District Board of Trustees of St. Petersburg Jr. College, dated July 15, 1975 Recorded in OR Book 4312 pg 848 Public Records of Pinellas County, Florida

Being situated in the County of Pinellas, State of Florida, and being known as
Pinellas County APN: 18-31-16-78373-001-0010.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

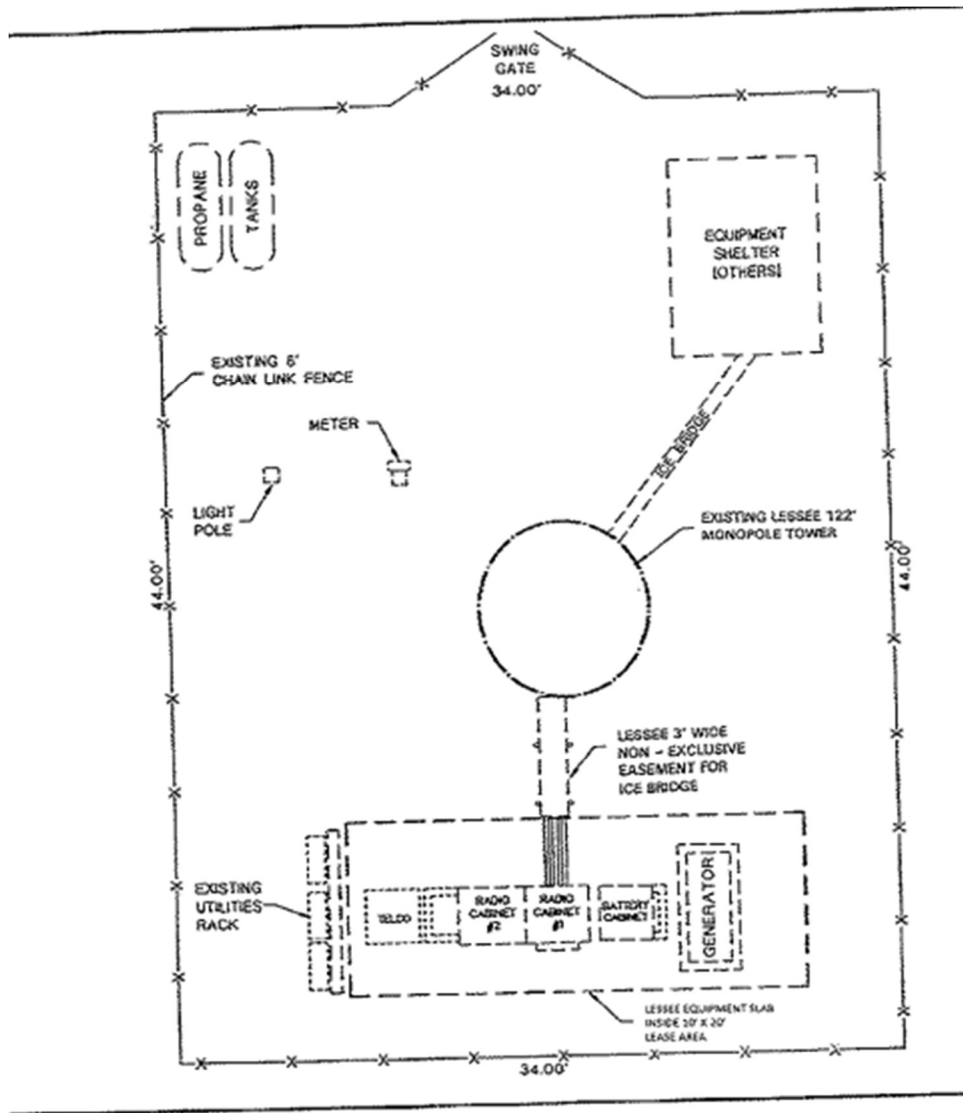


EXHIBIT A (CONTINUED)

Option for Expansion Area

Tenant has an irrevocable option to expand the Leased Premises to include an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Tenant's sole and absolute discretion.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

**FORM OF MEMORANDUM OF LEASE (WITH
OPTION TO EXPAND)**

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 412303
ATC Site Name: 70th Street North
Assessor's Parcel No(s): 18-31-16-78373-001-0010

Prior Recorded Lease Reference:

BK 17713 PG 236
Inst # 2012264413
State of Florida
County of Pinellas

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Board of Trustees of St. Petersburg College ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated December 19, 1995 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 27, 2046. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's

request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by approximately five hundred (500) square feet contiguous to the Leased Premises.
6. **Right of First Refusal.** There is a right of first refusal in the Lease.
7. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: PO Box 13489, Saint Petersburg, FL 33733; to Tenant at: Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921, Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
10. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Board of Trustees of St. Petersburg College,

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: **ATC Sequoia LLC**, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, by means of (____) physical presence or (____) online notarization, _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A portion of Lot 1, Block 1, Eagle Crest Block 30 Replat, recorded in Plat Book 76 Page 53, Public Records of Pinellas County, Florida

Formerly described as:

Lot 16, and West 21 feet of Lot 15, Block 30, Eagle Crest according to plat thereof, recorded in Plat Book 13 pages 6 thru 9, Public Records of Pinellas County, Florida As recorded in OR BOOK 3449 page 808.

and

Lot 17 of Block 30, Eagle Crest according to plat thereof, recorded in Plat Book 13 pages 6 thru 9, Public Records of Pinellas County, Florida, by Warranty Deed from Herman K. Drenning & Sara V. Drenning, his wife to District Board of Trustees of St. Petersburg Jr. College, dated July 15, 1975 Recorded in OR Book 4312 pg 848 Public Records of Pinellas County, Florida

Being situated in the County of Pinellas, State of Florida, and being known as
Pinellas County APN: 18-31-16-78373-001-0010.

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

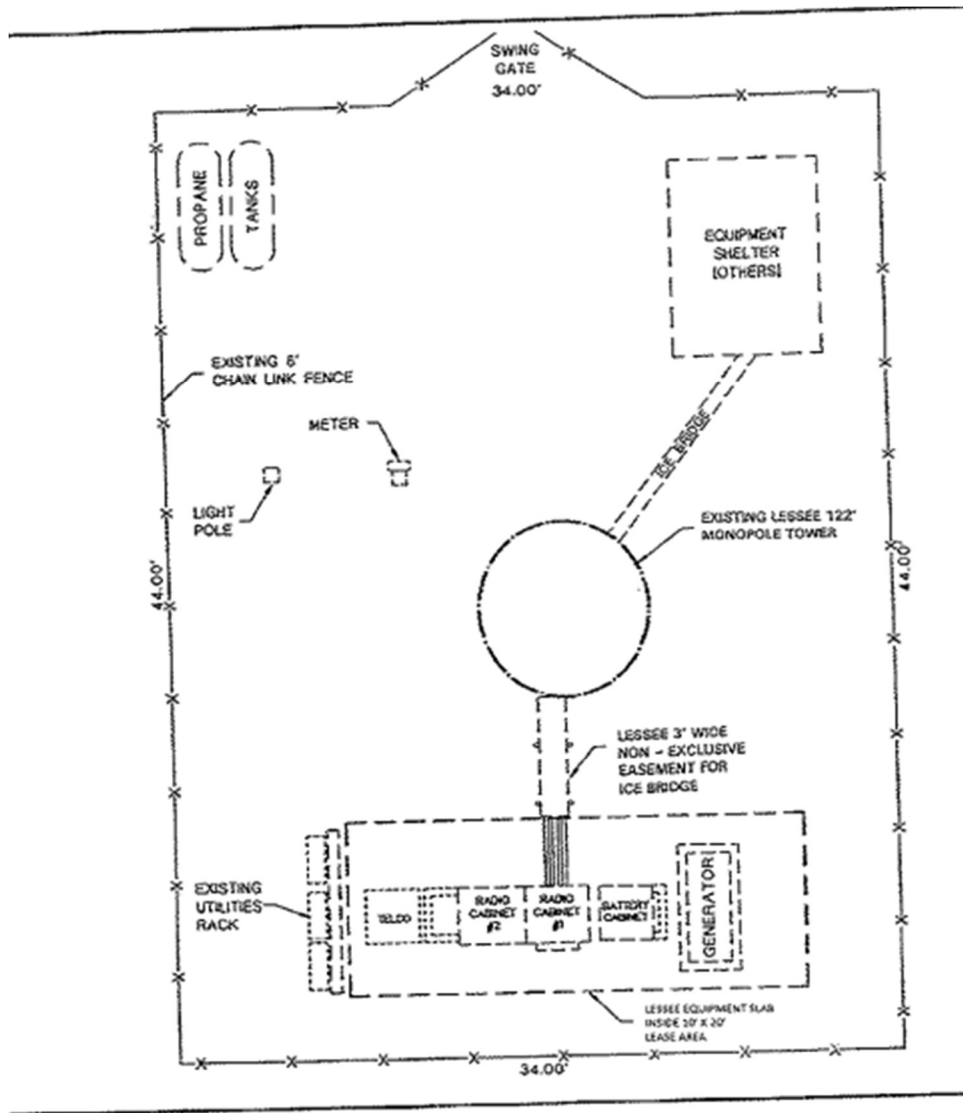


EXHIBIT A (CONTINUED)

Option for Expansion Area

Tenant has an irrevocable option to expand the Leased Premises to include an additional five hundred (500) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Tenant's sole and absolute discretion.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President



SUBJECT: Board of Trustees' Rules

Approval is sought for the following proposed changes to the Rules Manual, which are being submitted for your consideration.

6Hx23-1.02 Statement of Purpose and Mission—The proposed changes to the Rule will amend the title of the Rule to *Mission Statement and Strategic Plan*. The purpose of the proposed changes is to modify the Rule to streamline the process of establishing, reviewing, and revising the mission statement and strategic plan and to provide details about reporting of performance of goals for the strategic plan.

6Hx23-1.12 Approved Forms—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.13 Institutional Relationships—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.14 Advertising—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.19 Gambling—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.221 Use of College Vehicles—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.24 Installation of Special Equipment—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.26 Photography in the College—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.27 General Employee Meetings—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.28 Committees—The proposed changes to the Rule will repeal the Rule which is no longer applicable.

6Hx23-1.341 Basic Human Rights—The proposed changes to the Rule will repeal the Rule which is addressed in other College rules and procedures.

6Hx23-2.19 Employment of Career Services Employees—Standards of Conduct, Discipline and Corrective Action—The proposed changes will amend the title of the Rule to *Employment of College Employees – Personnel Actions, Standards of Conduct, Discipline and Corrective Action*. The purpose of the proposed changes is to modify the application of the Rule to all College employees, to add language relating to personnel actions, and to provide details regarding the application of College Rules and Procedures for College employees covered by a collective bargaining agreement.

Mia Conza, Vice President, General Counsel and Compliance recommends approval.

Attachment

6Hx23-1.02 STATEMENT OF PURPOSE AND MISSION STATEMENT AND STRATEGIC PLAN

The Board of Trustees authorizes and directs the President or designee to establish, review, and ~~make revisions~~ revise to develop a clearly defined, comprehensive mission statement and strategic plan for the College. The mission statement and strategic plan will be reviewed and updated ~~every 3 years~~ regularly; ~~in addition to the development of an annual strategic plan.~~ Revisions to the College's mission statement and strategic plan shall be approved by the Board. The Board of Trustees shall be provided with periodic reports indicating progress towards the performance of goals established by the strategic plan.

The mission statement and the strategic plan will be adopted, published, implemented and made available to ~~all constituencies~~ of the College and to the general public.

Specific Authority: 1001.64(2) & (4), F.S.
Law Implemented: 1001.64, 1012.855(2), F.S.

History: Formerly 6Hx23-1-0.00; Readopted 10/25/77; Amended 1/18/79, 9/17/81; Filed and effective 9/17/81; 5/18/99. Filed - 5/18/99. Effective - 5/18/99; 12/14/99. Filed - 12/14/99. Effective - 12/14/99; 8/21/01. Filed - 8/21/01. Effective - 8/21/01; 3/20/07. Filed - 3/20/07. Effective - 3/20/07; 10/20/09. Filed - 10/20/09. Effective - 10/20/09; 6/21/11. Filed - 6/21/11. Effective - 6/21/11; 4/17/12. Filed - 4/17/12. Effective - 4/17/12; 3/19/13. Filed - 3/19/13. Effective - 3/19/13; 2/18/25. To Be Filed - 2/18/25. To Become Effective - Upon Board Approval.

6Hx23-1.12 — APPROVED FORMS

~~The St. Petersburg College Board of Trustees delegates to the President the process of authorizing forms to be promulgated for use with students and the general public in the College's operation.~~

Specific Authority: ~~1001.64(2) & (4), F.S.~~ 1001.64(4)(a) and (b), F.S.

Law Implemented: ~~1001.65, 1001.64(4)(a) & (b), (8), F.S.~~ _

History: Formerly 6Hx23-2-7.02; Adopted 6/16/77; Readopted 10/25/77. Amended 11/16/78, 1/17/81, 2/19/82, 5/24/83, 2/16/84, 4/17/91. Filed 4/17/91. Effective 4/17/91; 12/16/03. Filed – 12/15/03. Effective – 12/16/03; 10/17/11. Filed – 10/17/11. Effective – 10/17/11; 2/18/25. To Be Repealed – Upon Board Approval.

~~6Hx23-1.13~~ INSTITUTIONAL RELATIONSHIPS

~~The college shall seek and maintain such active affiliation, through both institutional and individual membership in commissions, committees, and agencies at the local, state, regional, and national level, as seems applicable and desirable.~~

~~General- Specific Authority: 240.319(3)(b), F.S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 240.319(3)(a), 240.325, F.S.; SBE Rule 6A-14.61(6), F.A.C. 1001.64(4)(a) and (b), F.S.~~

History: Formerly - 6Hx23-3-2.01; Readopted - 10/25/77; Amended, Filed, and Effective - 9/17/81; 2/18/25. To Be Repealed – Upon Board Approval.

6Hx23-1.14 — ADVERTISING

~~The Board of Trustees delegates to the President the establishment of policies and procedures related to the approval, distribution and use of advertising materials.~~

Specific Authority: ~~1001.64(2) & (4) F.S.~~ 1001.64(4)(a) and (b), F.S.
Law Implemented: ~~1001.64, 1001.65 F.S.~~ 1001.64(4)(a) and (b), F.S.

History: Formerly - 6Hx23-3-3.01; Readopted - 10/25/77; Amended, Filed, and Effective - 9/17/81; 10/17/11. Filed – 10/17/11. Effective – 10/17/11; 2/18/25. To Be Repealed – Upon Board Approval.

6Hx23-1.19 — GAMBLING

~~Gambling of any kind, including raffles, games of chance such as bingo, etc., by any person or group using college facilities, is prohibited.~~

General Specific Authority: ~~240.319(3)(b), F.S.~~ 1001.64(4)(a) and (b), F.S.

Law Implemented: ~~240.319(3)(a), F. S.; SBE Rule 6A-14.262(12), F.A.C.~~ 1001.64(4)(a) and (b), F.S.

History: Formerly - 6-Hx23-3-3.07; Readopted - 10/25/77; Amended, filed and effective - 9/17/81; 2/18/25. To Be Repealed – Upon Board Approval.

~~6Hx23-1.24 — INSTALLATION OF SPECIAL EQUIPMENT~~

~~Any personal equipment to be installed or used at the college, or any equipment or device requiring special utilities or alterations to buildings, shall be installed only upon the approval of the president~~

~~General Specific Authority: 240.319(3)(b), F.S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 240.319(3)(a), F.S.; SBE Rule 6A-14.262, F.A.C. 1001.64(4)(a) and (b), F.S.~~

~~History: Formerly - 6Hx23-3-4.04; Readopted, filed and effective - 10/25/77; 2/18/25. To Be Repealed – Upon Board Approval.~~

~~6Hx23-1.26 — PHOTOGRAPHY IN THE COLLEGE~~

~~The president shall determine and approve the extent, purpose and procedure of all photographs taken under college sponsorship for purposes of administrative records, publications, student publications or college-sponsored publicity purposes.~~

~~General Specific Authority: 240.319(3)(b), F.S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 240.319(3)(a), F.S.; SBE Rules 6A-14.261, 6A-14.262, F.A.C. 1001.64(4)(a) and (b), F.S.~~

History: Formerly - 6Hx23-3-5.01; Readopted - 10/25/77; Amended, filed and effective - 9/17/81; 2/18/25. To Be Repealed – Upon Board Approval.

~~6Hx23-1.27 — GENERAL EMPLOYEE MEETINGS~~

~~Official meetings on campus of the general faculty, staff or career service personnel shall be called only with the approval of the president, naming the time and place of the meeting.~~

~~General Specific Authority: 240.319(3)(b), F.S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 240.319(3)(a), F.S.; SBE Rules 6A-14.261, 6A14.262, F.A.C. 1001.64(4)(a) and (b), F.S.~~

History: This history reflects changes to the rule and procedure which were formerly combined. Formerly - 6Hx23-3-6.01; Readopted - 10/25/77; Amended, filed and effective - 9/17/81; 2/18/25. To Be Repealed – Upon Board Approval.

6Hx23-1.28 — COMMITTEES

~~Committees may be named by the president with prescribed advisory and recommending functions, either on a standing or an ad hoc basis.~~

~~General Specific Authority: 240.319(3)(b), F. S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 240.313(7), 240.319(3)(a), F. S.; SBE Rules 6A0143.261, 6A014.262, F.A.C. 1001.64(4)(a) and (b), F.S.~~

History: Formerly - 6Hx23-306.02; Readopted - 10/26/77; Amended, filed and effective - 9/17/81; 2/18/25. To Be Repealed – Upon Board Approval.

~~6Hx23-1.221 COLLEGE VEHICLES, USE OF~~

- ~~I. The President of the College shall be furnished with a motor vehicle for use in connection with the business of the College with its community involvement and agencies. Since the College operates both day and night classes and since its board believes that it is prudent that the President should be available at all times to deal with College problems and to meet with community leaders and groups concerning the College, the College President is authorized to use a College vehicle to drive between the College facilities and his home in order that same will be available for his use on the business of the College. The maximum non-college use of the vehicle will be specified by contract.~~
- ~~II. Authorization must be obtained from the President for the use of College vehicles.~~

Specific Authority: 240.319(2) & (3), F.S. 1001.64(4)(a) and (b), F.S.
Law Implemented: 240.319(3)(a), F.S. Rule 6A-14.0262, F.A.C. 1001.64(4)(a) and (b), F.S.

History: Formerly 6Hx23-3-4.02. Readopted 10/25/77. Amended 12/18/78, 9/17/81. Filed and effective 9/17/81; Formerly 6Hx23-1.22; 2/18/25. To Be Repealed – Upon Board Approval.

~~6Hx23-1.341 BASIC HUMAN RIGHTS~~

~~I. Policy~~

~~The purpose of this policy is to provide for and encourage protection of the basic human rights of all individuals, that is, freedom from racial, ethnic, religious, gender, marital status, and disability discrimination.~~

~~The College does not condone discrimination and all College personnel are expected to exercise common decency in relationships with one another and with the students the College serves.~~

~~Students are also expected to exercise such common decency in relationships with one another and with the College's personnel.~~

~~No member of the College community with a decent respect for others should use, or encourage others to use, slurs and epithets intended to discredit another's race, ethnic group, religion, disability, gender or marital status. It may sometimes be necessary in a college for civility and mutual respect to be superseded by the need to guarantee free expression. The values superseded are, nevertheless, important and every member of the College community should consider them in exercising the fundamental right to free expression. The College will, however, speak out against abuses by members of the College community who use slurs and/or epithets intended to discredit another's race, ethnic group, religion, disability, gender, or marital status.~~

~~General Specific Authority: 240.319(2),(3)(h) F.S. 1001.64(4)(a) and (b), F.S.~~

~~Law Implemented: 1001.64(4)(a) and (b), F.S.~~

~~History: Adopted 6/15/93. Effective - 6/15/93; 2/18/25. To Be Repealed – Upon Board Approval.~~

6Hx23-2.19

EMPLOYMENT OF CAREER SERVICE COLLEGE EMPLOYEES—
PERSONNEL ACTIONS, STANDARDS OF CONDUCT, DISCIPLINE
AND CORRECTIVE ACTION

The Board of Trustees authorizes the President to develop and establish College Procedures regarding the employment of ~~career service~~ College employees; ~~the imposition of probationary status~~ personnel actions, including but not limited to, recruitment and selection, appointment, reappointment, contract status (length and type), promotion, suspension, dismissal, demotion, termination, and granting of short-term, extended personal, professional leaves, and administrative leaves with and without pay; and the general expectations and standards of conduct, discipline, and corrective action for College employees.

As to College employees covered by a collective bargaining agreement, in the event of a conflict between College Rules and Procedures and the collective bargaining agreement, the collective bargaining agreement will control.

Specific Authority: 1001.64 (2) & (4), 1001.64 (18), F.S.

Law Implemented: 1001.64 (2) & (4), 1001.64 (18), F.S., 6A-14.041 F.A.C.; ~~SBE Rule 6A-14.0261, F.A.C.~~

History: Adopted 10/25/77. Amended 6/29/81; 9/26/95. Filed - 9/26/95. Effective - 10/1/95; 10/19/98. Filed - 10/19/98. Effective - 10/19/98; 1/18/00. Filed - 1/8/00. Effective - 1/18/00; 10/20/09. Filed - 10/20/09. Effective - 10/20/09; 4/15/14. Filed – 4/15/14. Effective – 4/15/14; 2/18/25. To Be Filed – 2/18/25. To Become Effective – Upon Board Approval.

Programs

February 26th, 2025 @ 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, Greg Lovelace, Senior Vice President 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 February 10th.
 - The various working committees of the board will host their quarterly meetings the week prior on February 3rd.
 - Michelle Grimsley is a speaker at [TEDxBradenton](#).
- Team Updates
 - [Jamal Sowell](#), current Vice President of Government Relations at Florida A&M University (FAMU) and former Florida Secretary of Commerce, and [Bemetra Simmons](#), President and CEO of the Tampa Bay Partnership, were featured on the fourth and fifth episodes of the Economic Interview Series.
 - ISPS attended all the Grand Debate preliminary rounds across the state of Florida at Eastern Florida State College, [Palm Beach State College](#), Hillsborough Community College and St. Petersburg College.
 - [Lily Shores](#) joined the ISPS team as our 4th Student Fellow. We are proud to continue to expand our team.
 - ISPS published its [November](#) and [December](#) newsletters.
- Staff Updates
 - The News Service of Florida [honored](#) Kimberly G. Jackson as a 2024 Florida Impact Awards recipient.
 - Aron Bryce completed his Master of Science in Leadership with a concentration in Organizational Leadership from Nova Southeastern University and received the Leadership St. Pete Alumni Association Community Service Award.
 - Sam Jenkins completed the Nonprofit Leadership Center's Certificate in Leadership.
 - Student Fellows, Katie Algarin and Morgan Labita, helped lead SPC's MUN team that brought home many accolades from NMUN DC 2024.



Kindly follow us on:



Kimberly G. Jackson, Esq.
Executive Director
ISPS

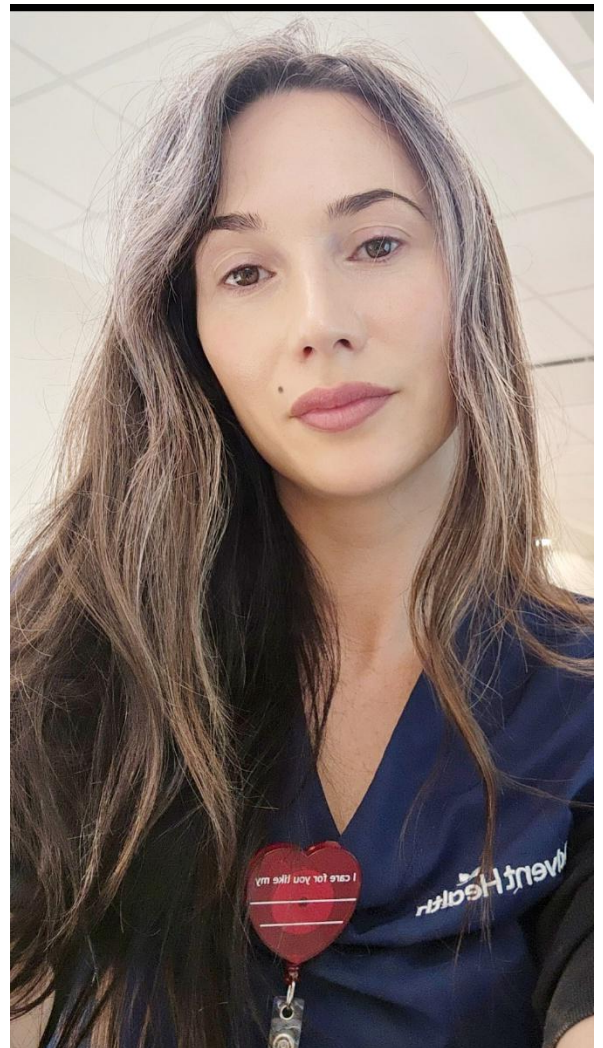
Foundation Report

BOT February 2025 Update

Mission Moment 2025

Lindsay McQuinn is a nursing student looking to complete her Bachelors. She has 2 children and wishes to lead a life which serves a loving purpose and to motivate the hearts of my counterparts in hopes of generating a benevolent cycle.

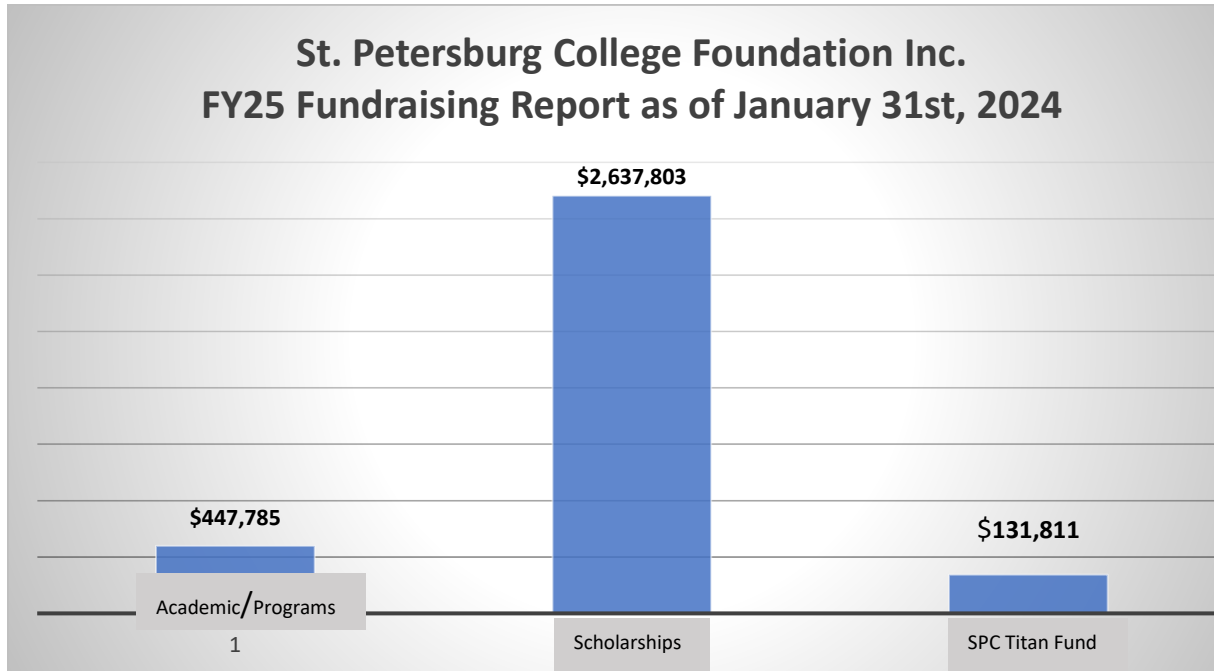
She says, “I have struggled with addiction since the age of 13. It took me down a dark path I thought I might not have ever recovered from. As a result of this disease, I once lost my home, my career, and my dignity only to slowly obtain it again with a greater passion for life and inspiring others. With almost six years sober, I would not have near the compassion and empathy I have for others today if it was not for the adversity I experienced. Graced with the opportunity to continue being a nurse, my purpose goes beyond the profession of nursing or providing for my family. Helping others is the core of my recovery, offering peace when the moments seem bleak. My tribulations are no secret because I know how important it is to hear and see that recovery is attainable to those who are actively suffering. Working in the neuro intensive care unit (ICU), I routinely meet patients that need to be reassured of hope after addiction has earned them a bed in the ICU. These patients are desperate for understanding and do not want to be stigmatized by their nurse. After establishing a career as a nurse anesthetist to adequately provide for my family, my future plans are to coordinate with AdventHealth in opening a community center in Tampa for women with children recovering from addiction. I stayed at a women’s recovery shelter in Pinellas County that contributed to the change in my life after having lost nearly everything. I want to offer a similar structured program in Hillsborough County to inspire the same hope in other families plagued by addiction.”



Foundation Report

BOT February 2025 Update

Dashboard



Fund Category	FY25	FY24
Academic/Student Programs	\$ 447,785	\$ 4,572,124
Scholarships	\$ 2,637,803	\$ 4,539,186
SPC Titan Fund	\$ 131,811	\$ 148,237
Total:	\$ 3,217,399	\$ 9,259,547

Expense Report:

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

- **\$1.7M** in scholarships to SPC students.
- **\$1.8M** in program support, providing support to such programs as
 - Alumni Association
 - Academic Affairs Department
 - African American Male Initiative
 - Athletic Boosters
 - Black Girl Magic Event
 - Business Plan & Elevator Pitch Competition
 - College of Education
 - College of Nursing
 - Dental Hygiene Department
 - Fall Enrollment Initiative

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

Topic of the Month

- The Annual Donors & Scholars Luncheon April 4th, 2025.

Palladium Board Report February 2025

1. On Tuesday, Feb. 4, the Palladium hosted the Mayor's State of the City address. It was a major production with two choirs, three ministers, a poet, and lots of video, along with a one-hour speech by the Mayor to almost 700 live and an on-line audience. Executive Director Paul Wilborn welcomed the gathering in a video-taped segment and the Mayor called out the Palladium for its excellent work twice during the program. He said he was looking forward to the renovation of the historic theater. The city has contributed \$1 million (over four years) the project.

2. In 2020 the Palladium launched the annual Palladium Creative Fellowship, awarding \$30,000 in \$2,500 increments to local performers and artists. The Fellows use the stipend to create new work, pay for a recording, or do something else to further their careers. If they perform the new work at the Palladium, they are paid for the performance. We're celebrating the 2024 fellows with a three-day festival on Feb. 6, 7 and 8. And we are announcing the 2025 fellowship class this week. The money for these stipends comes from Palladium donors.

3. The theater is launching a "Buy A Seat" Campaign this month expected to raise between \$800,000 and \$1 million toward the renovation.

4. On January 18 we presented its 2025 Palladium Jazz Award to Rachel Domber, president of Arbors Records, a jazz label based in Clearwater. More than 400 people attended the concert that featured stars from the Arbors stable of musicians.

5. The resurfacing of the south lot is complete. It is a major improvement.

**Leepa-Rattner Museum of Art (LRMA)
February 2025 Report of SPC BOT**

LRMA Exhibitions

January 11 – April 27, 2025

- **Noelle Mason | *X Ray Vision vs. Invisibility*** (Mitchell Galleries): Noelle Mason is a USF professor and artist who examines the authority and objectivity of surveillance imagery, transforming mechanized representations into tactile, humanized works that challenge notions of control. Supported by Creative Pinellas and Pinellas County.
- **Renato Rampolla | *Dignity: The Light Within*** (Center Gallery): Tampa photographer Renato Rampolla shifts the focus to the margins of society, offering deeply empathetic portraits that emphasize shared humanity, and the strength found in vulnerability and interconnectedness.
- **Frank Rampolla | *Reflections: The Legacy of Frank Rampolla*** (Lothar and Mildred Uhl Works on Paper Gallery): Frank Rampolla’s legacy as an educator and artist is celebrated through a series that underscores his unique artistic vision, engaging audiences in an exploration of existential themes that continue to resonate in contemporary art today.

January 21 – March 2, 2025

- **Pinellas County Schools: *Visual Metaphors High School Show*** (Interactive Gallery) 2-D and 3-D work from over 50 high school students in grades 9-12 explore the concept of “visual metaphors” in which they use comparisons to create a heightened awareness or emotional connection to a figure of speech.

March 11 – April 27, 2025

- **Pinellas County Schools: *State of the Digital Arts (SODA) K-8th Grade*** (Interactive Gallery) Digital art, design, sequential art, digital photography, and films by more than 100 students in K-8th grade with access to Digital Arts Lab in their art classrooms, thanks to Pinellas County Schools Referendum funding.

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.:
 - Feb. 7 – Richard Mayhew, *Summation*, print
 - Mar. 7 – Maurie Kerrigan, *Holy Cow*, print
- Bi-Monthly **ABC Art Book Reading Club.** Partner with Palm Harbor Library, 11:30 am – 1p.m.


Upcoming Special Programs in the Interactive Gallery

- Sat., Feb. 15 Kevin Grass Memorial Service, 2-4pm
- Thur., Feb. 20 Artist Talk: Noelle Mason, 6-8pm
- Thurs. Feb. 27 Visual Metaphors Awards Ceremony 6-7:30 pm

February 18, 2025

MEMORANDUM

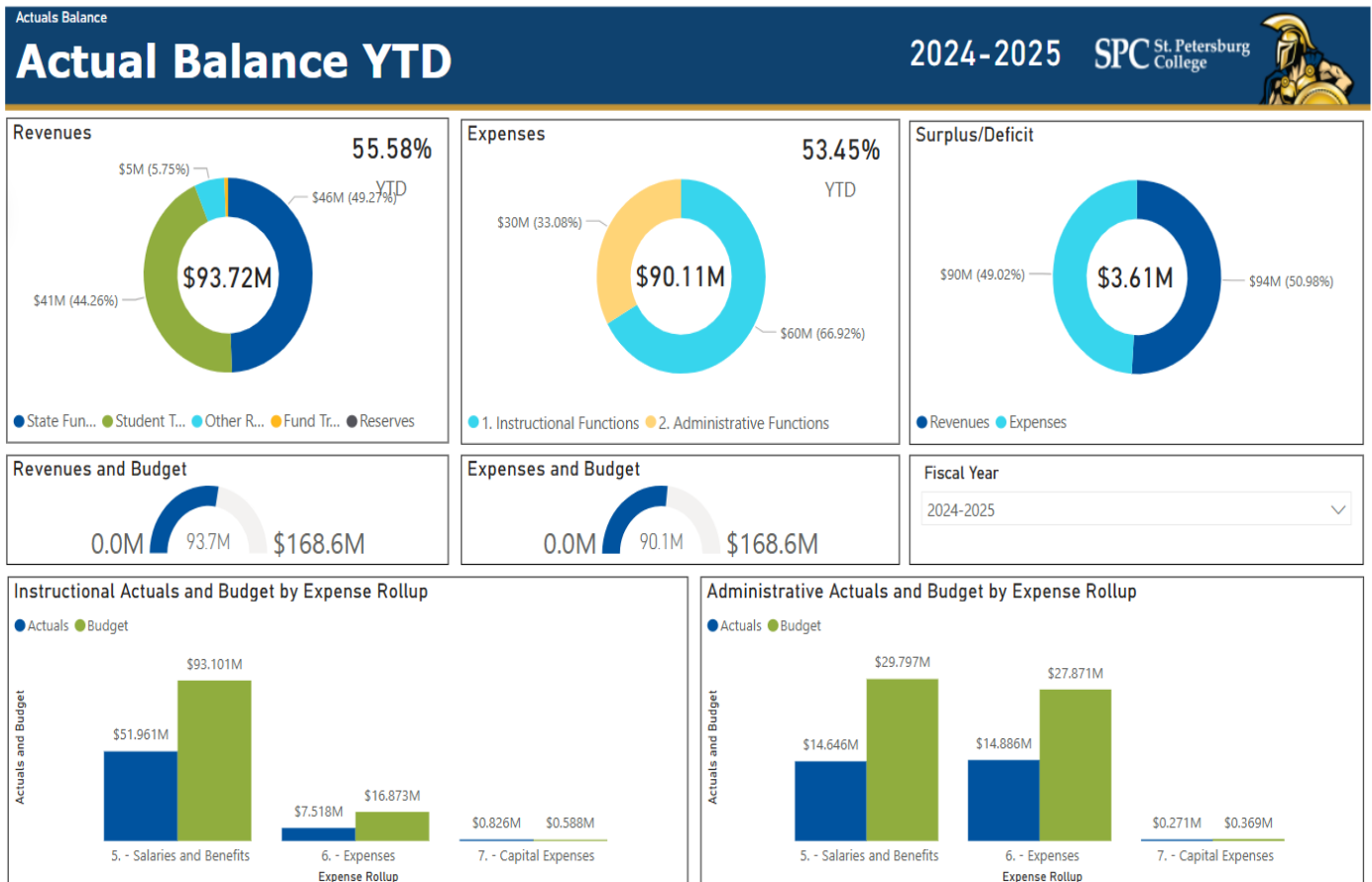
TO: Board of Trustees, St. Petersburg College

FROM: Tonjua Williams, Ph.D., President 

SUBJECT: Fiscal Year 2024-2025 College General Operating Budget Report with Tuition Revenue

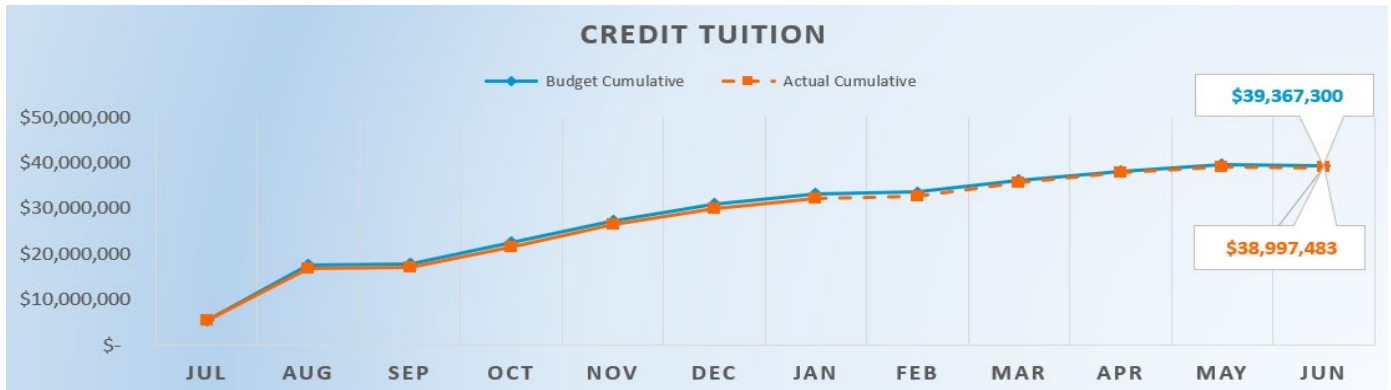
The FY24-25 fund 1 operating budget report through January 31, 2025, is attached.

As of January 31, 2025, the overall revenue was \$93.72M, which represents 55.58 % of the operating budget. The overall expense was \$90.11M, which represents 53.45% of the operating budget. Personnel expenses represent 73 % of the annual operating budget. As of this report date, personnel expenses total \$66.6M or 54.2 % of the total budget of personnel expenses. Instructional personnel expenses account for \$51.9.3M and \$14.7M for Administration personnel expenses. Current and Capital expenses total \$23.51M. The net balance of revenue less expense is \$3.61M; which excludes net pension adjustments.

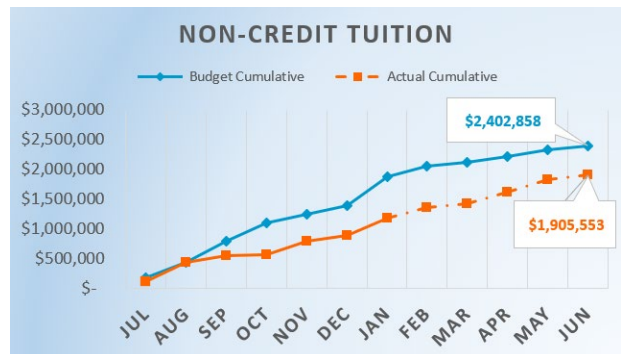


Displayed below are charts for projected tuition revenue. There are three types of tuition revenue: credit tuition, non-credit tuition, and postsecondary adult vocational tuition.

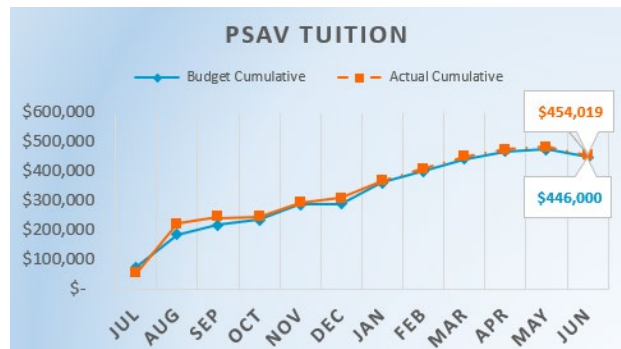
Credit Tuition Revenue – The chart below displays the credit tuition portion of the budget to the actual amount. As of January 31, 2025, the tuition actual is \$370K below the budgeted amount.



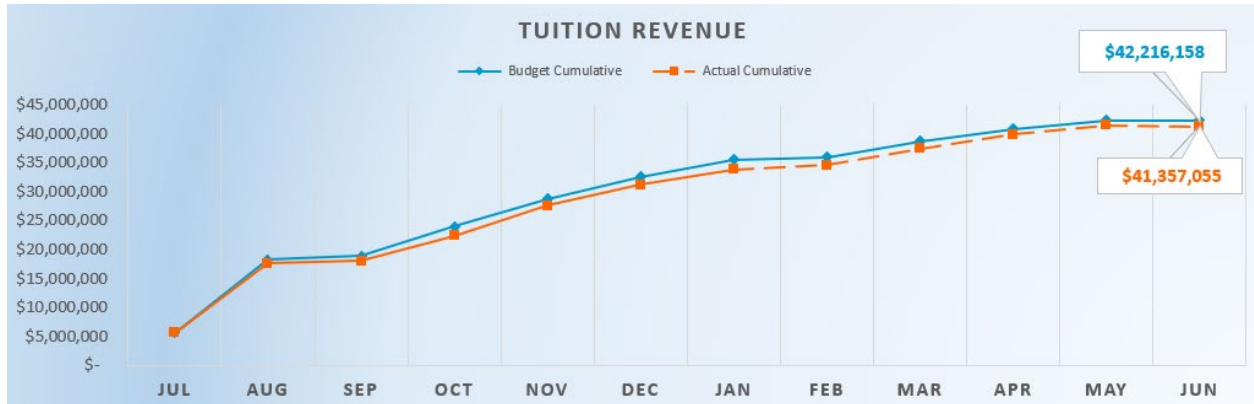
Non-Credit Tuition Revenue – The chart to the right displays the non-credit portion of the budget to the actual amount. As of January 31, 2025, the tuition actual is \$497K below the budgeted amount.



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 January 31, 2025, the tuition actual is \$8K above the budgeted amount.



Total Tuition Revenue - The chart below displays the total operating tuition budget to the actual amount. As of December 31, 2024, the overall tuition actual is \$859K below the budgeted amount.



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

Attachment