## College of Central Florida Meeting of the District Board of Trustees Wednesday, February 27, 2019 3:00 p.m. Jack Wilkinson Levy Campus Chiefland, FL

### A G E N D A

#### CALL TO ORDER AND PLEDGE OF ALLEGIANCE

#### RECOGNITION

#### **PUBLIC COMMENT**

#### CONSENT AGENDA

#### **Routine Business**

- 1. Adoption of Minutes
- 2. Personnel Actions
- 3. Property Donations/Dispositions
- 4. Curriculum Changes

#### Agreements, Contracts, Leases

- 5. Health Care Affiliation and Internship Agreements
- 6. Appleton Museum of Art Loan Agreements

#### **OTHER BUSINESS**

#### **For Approval**

- 7. Lease Agreement Amendment #2 Between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and College of Central Florida
- 8. Appleton Museum of Art Loan Agreement Landau Traveling Exhibitions, LLC
- 9. Educational Plant Survey Vintage Farm Campus

#### **Acknowledge Receipt**

10. Financial Information - Monthly Financial Summary Report and List of Warrants

- For Information Only
  11. Levy Update
  12. Legislative Update
  13. Internal Controls and Fraud Procedures Update

#### **BOARD CHAIR/TRUSTEE REMARKS**

#### PRESIDENT'S REPORT

#### ADJOURNMENT

## COLLEGE OF CENTRAL FLORIDA

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### AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Minutes of the January 23, 2019 Meeting

INITIATOR: Dr. James D. Henningsen, President

DATE: February 20, 2019

**OBJECTIVE AND PERTINENT FACTS:** 

The college requests approval of the January 23, 2019 minutes of the meeting of the District Board of Trustees.

**RECOMMENDATION/ACTION REQUESTED:** 

That the Board approve the minutes of the meeting of the District Board of Trustees held January 23, 2019.

	January 23, 2019
The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, January 23, 2019 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held on the Ocala campus.	CALL TO ORDER
Members Present:Russell Branson, Chair Joyce Brancato, Vice Chair Avis Marie Craig Randy Ewers Dr. Robert WinslerBobby Durrance Bill Edgar James D. Henningsen, Board Secretary Robert Batsel, College Attorney	PRESENT
Members Absent: None	ABSENT
Sherri Hinkle, Lois Brauckmuller, Berry Davis, Danielle Doty, Christopher Knife, Vernon Lawter, Jessica Kummerle, Joe Mazur, Robert Reynolds, Mark Paugh, Jillian Ramsammy, Saul Reyes, Holly McGlashan, Judy Menadier, Jamie Clinton, Stephanie Cortes, Tommy Morelock, Katie Hunt, Maureen Anderson, Tammi Viviano-Broderick, Maggie Chaffin	ATTENDANCE
The Chair reported that the meeting had been properly noticed, the agenda was available one week prior to the meeting and there was a quorum present.	
Dr. Henningsen recognized newly appointed trustees Avis Marie Craig and Dr. Robert Winsler representing Citrus County. Marjorie McGee was recognized as the newly elected statewide President for the Association of Florida Colleges (AFC).	
The Chair asked if there was anyone in the audience that wished to address the Board. As there were no requests for public comment, the Chair moved to the next item on the agenda.	PUBLIC COMMENT
The Chair presented the Concert A can be for empressed which included the following items	CONSENT AGENDA
The Chair presented the Consent Agenda for approval, which included the following items:	CONSENT AGENDA
The minutes of the December 5, 2018 District Board of Trustees meeting.	Minutes
The minutes of the December 5, 2018 District Board of Trustees meeting.	Minutes Personnel Report
The minutes of the December 5, 2018 District Board of Trustees meeting.  Recommend Board approval of the following:  Full -Time Positions: That the record indicates that the following person(s) were authorized by	Minutes Personnel Report
The minutes of the December 5, 2018 District Board of Trustees meeting.  Recommend Board approval of the following:  Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:	Minutes Personnel Report
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#### <u> Auxiliaries – Fund 3:</u>

None this reporting period.

#### **Reorganizations:**

None this reporting period.

**<u>Adjunct Instructors:</u>** That the following persons be appointed to teach credit courses on a termby-term basis as needed:

> Paschke, Deborah J. Ramsammy, Jillian D. Robison, Dennis A. Tribble, Maria V. Umholtz, Sarah C.

Bracey, Keith L.	Gustavson, Richard L.
Esposito, Dorrie K.	James, Nastasia A.
Gamberg, Alissa E.	Mills, Dejuan
Gonzalez De Jesus, Alberto	Nelson, Linda J.
Grant, Shena R.	Norman, Rocky G.

<u>Instructors, Hourly – Non-Credit</u>: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an asneeded basis:

Beaudet, Beth A.	Kirshenbaum, Shad M.	Maurer, Sonya K.
Fisher, Shelby G.		-

#### Temporary Part - Time Career Service: OPS

Aponte, Sarah I.	Gonzalez, Leyda S.	Nguyen, Trang NC
Babine, Crystal N.	Hunter, Sandra J.	Noussier, Hanya M.
Barclay, Jordan D.	James-Johnson, Tamara	Owens, Parker B.
Bivins, Autum M.	Leaman, David R.	Smith, Cheyenne A.
Burpee, Janet M.	Mccune, Jessica SW	Scott, Vanessa
Campbell, Mario L.	Mctaggart, Dawn M.	Shotwell, Jan D.
Chandler, II, Marcus L.	Merritt, Brett R.	Townsing, Amy L.

**<u>Temporary Part - Time Hourly:</u>** That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.25:

Acosta, II, Bernard G.Coombs, Joseph R.Greenspan, Michael B.Adams, Leeannalyn M.Daugherty, Jonathan D.Morgan, Toni L.Ayala Mercado, Valerin M.Doty, Gabriel T.Trono, Joshua E.

#### Notification of engagement in outside employment or extra college activities:

None this reporting period

**Retirements:** That the following individual(s) be approved for retirement:

Wanamaker, Wayne M. - Faculty - Math - Citrus Campus - May 6, 2019

#### **Resignations:**

Beaudet, Beth A. – Faculty – Associate Degree Nursing – Health Sciences – December 31, 2018 Housenick, Mitchell A. – Faculty – Radiography Program Director – Health Sciences – December 17, 2018 Maasch, Patricia A. – Student Services Specialist – Enrollment Services – Citrus Campus –

December 7, 2018 Patten, John M. – Instructional I Thibault, Jessyca A. – Title III 15, 2018		
Terminations.		
None this reporting period.		
Separation from the College du	e to end of temporary appoin	tment:
Fugate, Michael L. – Faculty – R 31, 2018		
Broaderick, Travis S. – Faculty – Bailey, Patrick J. – Faculty – Hur		
Separation from the College du	e to end of grant funding: No	one this reporting period.
Separation from the College du	e to Leave of Absence: None	this reporting period.
Separation from the College due	e to Elimination of Position:	None this reporting
period.		
Completion of 90-Day Observat completed the required 90-day ob		bloyee(s) successfully
Records Conway, Terrence L. – Staff Assi Hernandez, Julia J. – Preschool T. Moore, Andrew L. – Manager – F Piper, Heath D. – Trades Specialis Reynolds, Robert J. – PC/AV Tec Wallace, Maraci A. – Coordinaton Business & Technology Welch, Ari M. – Audio/Video Au Market Pricing Equity Adjustme	eacher II – Child Care ine Arts Center – Visual & Per st – HVAC/Preventative Mainte hnician – Information Technolo – Perkins Professional Develo tomation Specialist – Informati	enance – Facilities ogy pment Institute – on Technology
	DOCITION	
ULL TIME EMPLOYEES revatt, II, Lewis D.	POSITION Manager – Public Safety	
uerin, Nelson J.	Public Safety Lieutenant	
helps, Lea A.	Public Safety Assistant	
onello, Theresa M.	Public Safety Officer	
enkins, Keith W.	Public Safety Coordinator	
		NEW CDADE
UBLIC SAFETY POSITIONS	CURRENT GRADE	NEW GRADE
Ianager – Public Safety	P-13	P-13
ublic Safety Coordinator ublic Safety Lieutenant	C-8 C-6	C-9 C-7
ublic Safety Assistant	C-6 C-5	C-6
ublic Safety Sergeant	C-4	C-5
ublic Safety Officer	C-4	

The Board was asked to approve the disposal of 25 items of surplus property valued at

C-4

C-3

Public Safety Officer

	January 23, 2019
\$50,469.77 in accordance with applicable state law, State Board of Education rules, and Board policy.	Property Donations/ Dispositions
The Board was asked to ratify approval of one (1) Health Care Affiliation & Internship Agreement and gives authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.	Health Care Affiliation & Internship Agreements
The Board was asked to ratify approval of the Agreement to Provide Professional Services and gives authorization to the Board Chair to sign the agreement on behalf of the College of Central Florida.	Agreements to Provide Professional Services
Upon a motion by Randy Ewers, seconded by Joyce Brancato and unanimously carried, the Board approved the items on the Consent Agenda. Copies of all materials relating to this portion of the agenda are on file in the President's office.	Approval of Consent Agenda
	PRESENTATION
Tommy Morelock, Director of Facilities, presented details of the planning process from beginning to the present for the building and site plan. Dr. Stephanie Cortes, Dean of Health Sciences, discussed the eight health science programs located on all four campuses. Community needs demonstrate the expansion of opportunities for the dental hygiene, sonography, respiratory therapy and cardiovascular technologists' programs. Additionally, a corresponding increase is needed in the building square footage, the addition of a fourth floor renovation, transformation of existing Nursing Building, and the long-term vision of a Hampton Center for Dental Studies.	New Health Science and Technology Building Programs
	OTHER BUSINESS
The Board was asked to approve the Strategic Plan 2019-24 for the coming fiscal year which identifies the college's strategic priorities, goals and objectives that will guide the college for the next five years. After discussion, upon a motion by Bill Edgar, seconded by Joyce Brancato and unanimously passed, the Board approved the Strategic Plan 2019-24.	Strategic Plan 2019-24
The Board was asked to ratify approval of the Professional Services Agreement with Moore Solutions, Inc. which will provide the Perkins Professional Development Institute (PDI) with Perkins PDA training workshops. After discussion, upon a motion by Bobby Durrance, seconded by Randy Ewers and unanimously passed, the Board ratified approval of the Professional Services Agreement with Moore Solutions, Inc.	Moore Solutions, Inc. Professional Services Agreement
The Board was asked to approve the Consent to Sublease by the City of Ocala for the Airport Facility Driving Pad. This will allow the college to enter into a sublease agreement with the School Board of Marion County for temporary use of the driving pad at the Ocala International Airport Facility for their commercial truck driving training program through Marion Technical College. Mr. Batsel advised that his law firm, Gilligan, Gooding Franjola and Batsel, P.A. also represents the City of Ocala. While the College and City are parties to the agreement, Mr. Batsel believes that he can provide competent and diligent representation to the College, as the representation does not involve the assertion of a position adverse to the City of Ocala. With the Board's informed consent, a different attorney within Mr. Batsel's firm would represent the city, and Mr. Batsel would represent the college. The Board agreed to waive the conflict of interest and consented to Mr. Batsel's ongoing representation of the College in contract review regarding the Airport Facility Driving Pad. After discussion, upon a motion by Randy Ewers, seconded by Joyce Brancato and unanimously passed, the Board approved the Consent to Sublease by the City of Ocala for the Airport Facility Driving Pad.	Consent to Sublease by the City of Ocala for the Airport Facility Driving Pad
The Board was asked to approve the Agreement to Sublease the Airport Facility Driving Pad to the School Board of Marion County. This will allow the School Board of Marion County's use of the driving pad at the Ocala International Airport Facility, for their commercial truck driving training program through Marion Technical College. After discussion, upon a motion by Bill	Agreement to Sublease the Airport Facility Driving Pad to the School Board of Marion County

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	January 23, 2019
Edgar, seconded by Randy Ewers and unanimously passed, the Board approved the Agreement to Sublease the Airport Facility Driving Pad to the School Board of Marion County.	
The Board was asked to approve the Agreement between FANUC America Corporation and the College of Central Florida to allow the Corporate College to partner with FANUC to make the College a FANUC Authorized Satellite Training (FAST) center. After discussion, upon a motion by Joyce Brancato, seconded by Bill Edgar and unanimously passed, the Board approved the Agreement between FANUC America Corporation and the College of Central Florida. The Board asked for a demonstration of the robotic training equipment to be presented at a future Board meeting.	Agreement between FANUC America Corporation and the College of Central Florida
The Board was asked to approve the College of Central Florida Foundation, Inc. 2019 Financial Memoranda of Understanding with the College. Florida Statute 1004.70(1)(a) provides that the College of Central Florida Foundation, Inc. is organized and operated as a direct support organization exclusively to receive, hold, invest, and administer property and to make expenditures to, or for the benefit of the College. The Financial Memoranda of Understanding documents the CF Foundation's anticipated use of College resources including the employee positions providing personal services, the office space and related buildings and property used by both parties, and the estimated value of both the College's and CF Foundation's resources provided. After discussion, upon a motion by Joyce Brancato, seconded by Bobby Durrance and unanimously passed, the Board approved the College of Central Florida Foundation, Inc. 2019 Financial Memoranda of Understanding	College of Central Florida Foundation, Inc. 2019 Financial Memoranda of Understanding
The Board was asked to approve the Sponsorship Agreement between CAMPUS USA Credit Union and the College of Central Florida which will add a consistent, long-term revenue stream to the College expressly for supporting various academic and administrative units of the College. After discussion, upon a motion by Bobby Durrance, seconded by Avis Marie Craig and unanimously passed, the Board approved the Sponsorship Agreement between CAMPUS USA Credit Union and the College of Central Florida.	Sponsorship Agreement between CAMPUS USA Credit Union and the College of Central Florida
	ACKNOWLEDGE RECEIPT
Mr. Mazur, Vice President of Administration and Finance reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the comparative periods ended November 30 <sup>th</sup> and December 31 <sup>st</sup> for the fiscal years 2017-2018 and 2018-2019. The report included information about general college operations (Fund 1). A list of warrants paid since the last meeting was provided for review. The Chair acknowledged receipt of the reports on behalf of the Board.	Financial Information – Monthly Financial Summary Report and List of Warrants
	FOR INFORMATION ONLY
Dr. Saul Reyes, Vice President of Student Affairs, presented an update on spring enrollment which is down .3% overall with full-time enrollment down 1.4%. The demographic ratio is 60/40 female-to-male with 18-24 being the largest age group. Dual enrollment is up 8.1% and comprises 13.8% of our student body. Health science is also up by 13.3%. Applications are up 18.1%, admissions 23% and new students enrolled 20%. A new customer relationship management system is being implemented in February and the results will be presented at a future board meeting.	Spring Enrollment Update
Jessica Kummerle, Governmental Relations Manager, provided an update on 2019 legislative session. She provided an overview on state governance, leadership, committee assignments and structure. She discussed the college's priorities including the health science center, restoring funding to the Appleton Museum of Art, and operational support.	Legislative Update
The Board had no comments.	BOARD CHAIR/ TRUSTEE COMMENTS

	January 23, 2019
	PRESIDENT'S REPORT
<ul> <li><u>Citrus Update.</u> On January 17th, the Citrus Campus hosted Galaxy of Stars, the annual teacher and staff recognition event for Citrus County schools. On January 18th, the Citrus Campus hosted the 4th annual Leadership Summit for Citrus County. The summit includes county commissioners, school board members and elected city leaders. At the annual summit, they discuss issues of mutual significance.</li> <li><u>Community Partnerships.</u> College of Central Florida held a holiday food drive for their education partner, College Park Elementary School. Forty-two families received food and the drive was led by the Criminal Justice division as a service project. This is the fifth year the department has organized the food drive. The Marion County Public Education Foundation recognized the College of Central Florida in December 2018 as the business partner of the month.</li> </ul>	Citrus Update Community Partnerships
<b>Ocala/Marion County Chamber and Economic Partnership.</b> On December 18, <b>Rusty Branson</b> and I met with <b>Kevin Sheilley</b> , CEO of the CEP. The purpose of the meeting was to discuss how our two organizations can enhance our relationship and impact on talent development in the region.	Ocala/Marion County Chamber and Economic Partnership
Academic Affairs. Faculty Professional Development Days kicked off the beginning of the semester, January 2nd through January 4th, 2019. New faculty participated in college orientation and joined returning faculty for professional development workshops and presentations. Multiple G.I.F.T.S. (Great Ideas For Teaching Students) workshops were presented by current CF faculty. Workshops included, "Stop the Bleed-Responding to Emergencies," "Writing and Winning a Mini-Grant," "Shake, Rattle and Roll," and "Do You have ESP?" The highlight of the program on January 3rd involved concurrent faculty group sessions facilitated by college instructional staff. Groups of 10 to 12 faculty discussed and brainstormed best practices for student retention and completion. At the conclusion of the individual workgroup sessions, all faculty reconvened in the Klein for a debriefing where the recorder for each group shared their findings. All of the information is currently being synthesized to be evaluated for appropriate implementation for college student retention and completion strategies.	Academic Affairs
<b>Vintage Farm Classroom Remodeling Project.</b> The Vintage Farm Classroom Remodeling project, to convert the former barn vehicle storage area into an ADA and Life Safety compliant instructional classroom, has been completed. The total cost for this remodeling was \$350,000 comprised of state PECO funds and \$100,000 in private donor funds. The remodeled classroom and additions was 2,298 square feet (ft2), total remodeled ADA and life-safety was 9,653 square feet (ft2), and a fire alarm system and site lighting were added under the project. For the initial spring semester, there are 5 courses scheduled in the equine and agri-business programs that serve approximately 75 students. The number of course offerings and students served will increase in future semesters. Future expansion and remodeling includes the move of the greenhouse from the Ocala Campus to the Vintage Farm Campus, pervious vehicle parking, additional safety and security site lighting, fencing enhancements, and a covered teaching arena with stadium style bleacher seating, once funding is secured.	Vintage Farm Classroom Remodeling Project
<b>Council of Presidents.</b> Jessica Kummerle and I attended the COP meeting held in Tallahassee on January 10 and 11. Legislative updates were provided by the Association of Florida Colleges lobbyists and the COP Policy and Advocacy Committee. Discussions continue to sound favorable for additional funding support for the Florida College System this session.	Council of Presidents
AACC Policy Update. As part of my AACC board member duties, I currently serve on AACC's Policy and Legislative Affairs Committee. We had a national conference call on January 18 to discuss updates from Washington D.C. including reviewing new congressional committee members and policies.	AACC Policy Update

	January 23, 2019
<b>Early Childhood Education.</b> Twelve alumni of the CF Bachelors in Early Childhood Education program have been named Rookie of the Year in Marion County Public Schools and will be honored at the Golden Apple Gala on January 25th. Recipients include Christy Benway (Bellview Middle), Jessy Nasworth (College Park Elementary), Brittany Danielson (Dunnellon Elementary), Estela Melendez (Emerald Shores Elementary), Zarah Turner (Evergreen Elementary), David Scalf (Maplewood Elementary), Lenisha Harris (Marion Oaks Elementary), Monira Zaman (Romeo Elementary), Tiffani Mckeown (South Ocala Elementary), Maritza Hernandez (Sparr Elementary), and Adam VanDerbeck (Sunrise Elementary).	Early Childhood Education
<b>Financial Aid. Patrick Hoffman</b> , Director, Financial Aid reported that 5,611 students were awarded financial aid totaling \$44,372,059 in 2018-2019. This includes all prospective students that apply and submit the financial aid application, and supporting documents to the college. In fall 2018, a total of \$14,340,291 was disbursed to 4,161 students.	Financial Aid
<b>Foundation Update.</b> The Foundation fiscal year ended January 31, 2018. Unaudited numbers show a strong fundraising year with more than \$2.1 million in development revenue. In 2018, more than \$1.2 million in student support, \$1.9 million in Appleton Museum of Art support, and \$4.1 million in academic and institutional support were provided to the College. The CF Reaching Higher comprehensive campaign currently stands with 70% (\$14 million) of the \$20 million goal committed. The total assets are estimated to be \$100,205,468; of which, ninety-seven percent of endowments are restricted.	Foundation Update
<b>Graduation. Dr. Alton Austin</b> , Registrar, reported 915 diplomas and certificates were awarded in December 2018.	Graduation
<b>Dr. Martin Luther King Jr. Day in the Park</b> . The college participated in the Dr. Martin Luther King Jr. Day in the Park on January 21st. Representatives of Marketing and Public Relations and Enrollment Services provided information about the college, upcoming Preview Night and Shop Talk Cancer Awareness programs to hundreds of community members.	Dr. Martin Luther King, Jr. Day in the Park
<b>Education Program.</b> In the newly released 2019 annual report on Florida Teacher Preparation, CF students ranked 2nd in the state in pass rates for the subtest in both Language Arts and Reading and Social Science categories, out of 76 ranked programs.	Education Program
<b>SARA</b> . On December 11, 2018, the College of Central Florida received official notification that our national application for the State Authorization Reciprocity Agreement (SARA) was approved. We were approved by the state of Florida on October 31, 2018, which allowed us to pursue the national SARA approval. As a SARA institution, we may serve students who are out of state through our extensive online course and program offerings.	
<ul> <li>Admissions.</li> <li>December 3rd-We hosted 25 students from Dunnellon Middle School's AVID Program</li> <li>December 4th- Fifty Liberty Middle School students received a campus tour and were given in formation on CF</li> <li>December 5th- 60 participates in our Spring Open House</li> <li>December 6th- North Marion Presentation</li> <li>December 7th- 10 members of the Marion Youth Academy was on campus for a tour.</li> <li>December 12th &amp; 13th- 35 West Port students received a campus tour and were able to apply with the application fee waived</li> <li>January 24th- Lake Weir Round-Up</li> <li>January 31st- College and Career Expo at The Villages High School</li> </ul>	
<b>International</b> . We currently manage 89 international students, representing 36 different countries.	International

	January 23, 2019
<b>Student Life/Student Activities Board.</b> Student Life hosted the Welcome Stations on January 7th and 8th with over 50 volunteers. Back again this year was "Rides with the President" with <b>Dr. Henningsen</b> escorting students by golf cart to class. On January 16th, Student Life and SAB hosted the Welcome Back & Club Rush Event with 247 students checking in. Five community supporters, 34 groups and 29 clubs participated in the event which featured a creative lunch of Walking Tacos and a laptop giveaway.	Student Life/Student Activities Board
Webber Events. The 2018 CF Trains at the Holidays exhibit, at the Webber Gallery, enjoyed approximately 2,500 visitors in just two weeks.	Webber Events
> Exhibits	Appleton Museum
<ul> <li>Through January 27:</li> <li>Elements of Art: An exhibit of artwork by children attending Marion County independent and private schools.</li> <li>Myth, Mother, Muse: The Paintings of Matthew Bennett. Bennett, a Jacksonville, Florida artist, uses saturated colors and loose brush strokes to emphasize emotional connections.</li> </ul>	
<ul> <li>Through February 4</li> <li>Art on the Move: License plate artwork by students in Marion School District.</li> </ul>	
<ul> <li>Opening on February 2</li> <li>America's Everglades: Through the Lens of Clyde Butcher - This exhibition of large format black and white photographs spans three decades and captures the rugged and remote beauty of the Everglades.</li> <li>Odalisque to be on exhibition in Paris, France: A painting from the museum's Orientalist Collection, Odalisque by Jean-LéonGérôme, will be featured as part of a major exhibition entitled L'Orient des peintres, du rêve á la lumière (Orientalist Painters: From Dream to Light) from March 1-July 21, 2019 at the Musée Marmottan Monet in Paris. The show will feature 60 masterpieces from the most important public and private collections in Europe and the United States, such as Musée du Louvre and Musée d'Orsay in Paris, the Rijksmuseum in Amsterdam, and the Clark Art Institute in Williamstown, MA. The comprehensive exhibition aims to reveal a new look at Orientalist painting and the birth of modern art.</li> </ul>	
<ul> <li><i>Education</i> <ul> <li>January 5</li> <li>First Saturday: Forty-four people attended the First Saturday program in the ARTSpace.</li> </ul> </li> </ul>	
<ul> <li>January 8</li> <li>Museum &amp; Me Program for Pre-K: A new addition to our educational offerings has proved to be popular. Over 35 parents and children participated in the January program.</li> </ul>	
<ul> <li>January 18</li> <li>Appleton-on-the-Go: Hollis Mutch, Museum Educator, and Patricia Beil, Docent, presented an Appleton-on-the-Go program to 32 students at the New Leaf Center.</li> </ul>	
The next meeting will be held <i>Wednesday, February 27, 2019,</i> at 3 p.m. at the Jack Wilkinson Levy Campus.	Next Board Meeting

		January 23, 2019
There being no further business to co to adjourn the meeting at 5:05 p.m.	ome before the Board, a motion was made by Chair Branson	ADJOURNMENT
Russell Branson, Chair	James D. Henningsen, Secretary	

## COLLEGE OF CENTRAL FLORIDA

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### AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

- SUBJECT: Personnel Actions
- INITIATOR: Jennifer Klepfer Director – Human Resources
- THROUGH: F. Joseph Mazur III, CPA Vice President of Administration and Finance
- DATE: February 20, 2019

#### OBJECTIVE AND PERTINENT FACTS:

The College routinely requests that the District Board approves personnel actions.

### **RECOMMENDATION/ACTION REQUESTED:**

That the Board approves the personnel actions as noted in report.

## PERSONNEL ACTIONS

### FOR THE FEBRUARY 27, 2019 MEETING

### **Recommend Board approval of the following:**

**<u>Full -Time Positions</u>**: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

### **Operating Fund 1:**

Coffey, LoryAnn P. – Assistant Director – Admissions/International Students – Admissions & Records – February 18, 2019 Croker, Archie – Mail Courier – CF Printing & Postal Services – February 18, 2019 Davis, Tania A. – Programmer Analyst III – Information Technology – February 18, 2019

#### **Grants and Contracts – Fund 2:**

None this reporting period.

#### Auxiliaries – Fund 3:

None this reporting period.

#### **Reorganizations:**

### Academic Affairs Effective March 1, 2019

Danuff, Allan G. – Changed from Dean – Liberal Arts & Sciences to Associate Vice President – Arts & Sciences Fryns, Jennifer L. – Changed from Dean – Arts & Education to Associate Vice President – Career & Professional Programs Viviano-Broderick, Tamara F. – Changed from Dean – E-Learning & Learning Resources to Dean – E-Learning & Academic Services

### Marketing and Public Relations Effective March 1, 2019

Brauckmuller, Lois E. – Changed from Director – Marketing & Public Relations to Director – Marketing, Public and Community Relations

#### Institutional Effectiveness Effective March 1, 2019

Menadier, Judy D. – Changed from Sr. Analyst, Decision Support Systems to Director – Institutional Research & Effectiveness

### Administration and Finance Effective March 1, 2019

Lutz, Lana L. – Changed from Coordinator – Administrative Services to Business Analyst

<u>Adjunct Instructors</u>: That the following persons be appointed to teach credit courses on a termby-term basis as needed:

Crowder, Joanne E. Gassman, Kelly J. Kirby, David J.

Leonard, Shirley A.

<u>Instructors, Hourly – Non-Credit</u>: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an asneeded basis:

Bradshaw, Dale R.	Majoros, Andrew P.	Swengel, III, Robert O.
Fillyaw, Jr, Carl B.	Maurer, Sonya K.	Tallarico, Joseph C.
Jean Baptiste, Ketely	Nixon, Joshua B.	Thomas, Michael J.
Jernigan, Curtis L.	Scott, Kevin A.	Thorsberg, Donald L.

#### Temporary Part - Time Career Service: OPS

Conner, April E.	Leblanc, Danielle S.	Stedham, Jessica L.
Baker, Eden J.	Lowe, Jr, John T.	Strobert, Michael T.
Franklin, Gloria M.	Perez, Beatriz	Teachey, Debra Y.
Kellogg, Lorella J.	Roberson, Samuel FM	Torchia, Angela M.

<u>**Temporary Part - Time Hourly:**</u> That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.46:

Cupp, Sandra JK	Mckinnon, Jayme C.	Sierra, Jennifer
Dean, Abigail T.	Melendez, Yeimaris E.	Ward, Kristy A.
Fox, Joshua B.	Munoz Munoz, Ariadnna Y.	Warkoski, Cynthia A.
Lawrence, Jr, Elijah D.	Rodriguez, Danielle R.	

#### Notification of engagement in outside employment or extra college activities:

Marino, Robert M.

**<u>Retirements</u>**: That the following individual(s) be approved for retirement:

Morrison, Cindi E. - Director - Appleton Museum of Art - June 30, 2019

#### **Resignations:**

Coffey, LoryAnn P. – International Student Admissions & Advising Specialist – Admissions & Records – February 15, 2019 Davis, Tania A. – Programmer Analyst II – Information Technology – February 15, 2019

### **Terminations:**

None this reporting period.

### Separation from the College due to end of temporary appointment:

None this reporting period.

### Separation from the College due to end of grant funding:

None this reporting period.

### Separation from the College due to Leave of Absence:

None this reporting period.

### Separation from the College due to Elimination of Position:

None this reporting period.

**<u>Completion of 90-Day Observation Period:</u>** The following employee(s) successfully completed the required 90-day observation period:

Avila, Debora L. – Financial Aid Specialist II – Financial Aid Herrod, Virginia J. – Staff Assistant I – Citrus Campus LaPointe, Mary A. – Staff Assistant IV – Purchasing Toth, MaryAnn – Records Technician – Criminal Justice Institute

### Market Pricing Equity Adjustment Effective March 1, 2019

Dick, Sage L. – Executive Administrative Assistant – Administration & Finance Thornton, Sylvia T. – Executive Administrative Assistant – VP Instructional Staff

## COLLEGE OF CENTRAL FLORIDA

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### AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Property Donations/Dispositions

INITIATOR: F. Joseph Mazur III, CPA Vice President of Administration & Finance

DATE: February 20, 2019

OBJECTIVE AND PERTINENT FACTS:

By law, the Board is required to account for all property. Periodically, donations and dispositions are brought to the Board for recording and, subsequently, entered into our property records as required. This report covers donations and dispositions received by the College. Appropriate letters of appreciation have been or will be sent on behalf of the Trustees.

RECOMMENDATION/ACTION REQUESTED:

#### DISPOSITIONS

That the District Board of Trustees approves the disposition of all surplus property in accordance with the applicable state law, State Board of Education Rules, and CF Board Rules, including disposition of property, **capitalized** and **not capitalized**, which has been declared surplus. Disposition may include public auction, cannibalization, or other methods as deemed appropriate.

SEE ATTACHED LISTING: 22

Total

<u>\$164,056.60</u>

#### College of Central Florida ASSET DISPOSALS REPORT

School Tag #	Description	Dept. Respon.			Disposal Date	Acquired Price
0000003086	CABINET, 4 DRWR LEGAL VERTICAL FIREPROOF	 ВО	10/27/1993	PBA		1,192.00
0000005599	LAPTOP	CS	03/01/2000	PBA		2,515.82
0000006385	PROJECTOR, PROXIMA DS2	CS	06/28/2001	PBA		2,324.02
0000007865	LAPTOP, THINKPAD P4	CS	01/07/2004	PBA		1,737.99
0000007867	LAPTOP, THINKPAD P4	CS	01/07/2004	PBA		1,737.99
0000007868	LAPTOP, THINKPAD P4	CS	01/07/2004	PBA		1,737.99
0000008052	LAPTOP, THINKPAD P4	CS	05/26/2004	PBA		1,674.00
0000008054	LAPTOP, THINKPAD P4	CS	05/26/2004	PBA		1,674.00
0000008056	LAPTOP, THINKPAD P4	CS	05/26/2004	PBA		1,674.00
0000008234	VEHICLE, 2005 FORD PICKUP #3173	VEHI	11/03/2004	PBA		12,269.00
0000009222	COMPUTER, LAPTOP THINKPAD T60	CS	05/16/2007	PBA		1,991.21
0000009347	SOUNDCRAFT CONSOLE	V&PA	07/25/2007	PBA		92,000.00
0000009349	SOUNDCRAFT LOCAL RACK-CPU	V&PA	07/25/2007	PBA		11,064.00
0000009350	SOUNDCRAFT LOCAL RACK-OUTPUTS	V&PA	07/25/2007	PBA		11,064.00
0000009353	SOUNDCRAFT STAGEBOX	V&PA	07/25/2007	PBA		14,904,00
0000009435	COMPUTER, LAPTOP THINKPAD T60	CS	09/12/2007	PBA		1,929.00
0000054836	COMPUTER, THINKPAD X120E	CS	04/20/2011	PBA		443.25
0000054922	COMPUTER, APPLE IPAD2, BLACK TRIM	DL	11/30/2011	PBA		499.99
0000054931	COMPUTER, APPLE IPAD2, WHITE TRIM	CS	02/15/2012	PBA		479.00
0000054985	TABLET, ASUS EPAD TRANSFORMER	DL	01/05/2012	PBA		386.35
0000055005	COMPUTER, APPLE IPAD2, BLACK TRIM	CS	06/13/2012	PBA		399.00
0000055096	COMPUTER, APPLE IPAD2, BLACK TRIM	CS	03/13/2013	PBA		359.99
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22 Records for a Total

164,056.60

## COLLEGE OF CENTRAL FLORIDA

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### AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Curriculum Changes

INITIATOR: Dr. Mark Paugh, Vice President for Academic Affairs

DATE: January 31, 2019

**OBJECTIVE AND PERTINENT FACTS:** 

The Curriculum Committee recommended at its January 31, 2019 meeting that the attached changes to the college curriculum be approved. The President recommends these changes for Board approval.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the proposed curriculum changes.



## MEMORANDUM

TO: Dr. Mark Paugh, Vice President, Academic Affairs

FROM: Shana M. Miller, Coordinator, Curriculum Services and Faculty Credentialing

DATE: January 31, 2019

SUBJECT: Approved Curriculum Actions – January 2019

The following Curriculum actions were approved by the Curriculum Committee at its January 31, 2019 meeting, and are awaiting approval by the District Board of Trustees:

#### Proposal 2018-6 – Connie Hardgrove

New Program

BAS degree in Business and Organizational Management – Accounting Specialization (120 credits)

#### New Courses

- ACG3041 Applied Financial Accounting (3 credits)
- ACG3131 Accounting Theory (3 credits)
- ACG3401 Accounting Information Systems (3 credits)
- ACG4341 Cost Accounting (3 credits)
- ACG4631 Auditing (3 credits)
- TAX4001 Federal Income Tax (3 credits)

#### Proposal 2018-10 – Dave Lanzilla

Program Modifications

- 6213 College Credit Certificate in Human Resources Administrator (21 credits)
  - Remove GEB2350 Introduction to International Business as a required course and replace it with OST1384 Customer Service
- 6214 College Credit Certificate in Marketing Operations (30 credits)
  - Remove GEB2350 Introduction to International Business as a required course and replace it with OST1384 Customer Service

#### Proposal 2018-11 – Judy Downer

Course Modifications

- ANS1315 Equine Reproduction (3 credits)
  - Remove ANS1073C Equine Anatomy and Physiology as prerequisite

Please let me know if you need any additional information.

Thank you.

## COLLEGE OF CENTRAL FLORIDA

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#### **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Health Care Affiliation & Internship Agreements

INITIATOR: F. Joseph Mazur III, CPA Vice President of Administration & Finance

DATE: February 20, 2019

**OBJECTIVE AND PERTINENT FACTS:** 

### **HEALTH CARE AGENCY AFFILIATION & INTERNSHIP AGREEMENTS**

The President or his designee has signed the following Health Care Agency Affiliation and Internship Agreement(s), as authorized by the District Board of Trustees. These agreement(s) provide the facilities necessary for students enrolled in health-related programs at the College of Central Florida to obtain clinical and internship experience. The name of the agency and approval date is noted below:

HEALTH CARE AGENCY	DATE OF SIGNATURE	
Ocala Behavioral Health, LLC d/b/a The Vines Hospital	01/04/19	
Kids Central, Inc.	02/14/19	
Radiology Imaging Specialists, LLC	02/14/19	

**RECOMMENDATION/ACTION REQUESTED:** 

That the District Board of Trustees ratify approval of the Health Care Affiliation & Internship Agreement(s).

## EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 1 day of February, 2019, by and between the College of Central Florida ("University") and Ocala Behavioral Health, LLC d/b/a The Vines Hospital ("Facility").

#### **RECITALS**

WHEREAS, University desires to provide appropriate clinical learning experiences to its students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

#### I. <u>Mutual Responsibilities</u>

- A. <u>Assignment of Students.</u> Students subject to this Agreement are assigned to Facility by University for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).
- B. <u>Schedule of Assignments.</u> Prior to the initiation of any program for Students, the University shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and University shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.
- C. <u>Designated Representative</u>. The Facility and University shall each appoint a designated representative to coordinate the clinical education experience, and to work with the University's instructors and Students to facilitate a meaningful experience.
- D. <u>Changes in Curriculum. Program and Staff.</u> Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

- E. <u>Compliance with Applicable Laws.</u> The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- F. <u>Nondiscrimination</u>. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.
- G. Relationships Between Facility. University and Students.
  - 1. <u>Independent Entities.</u> This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and University shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between University and Facility.
  - 2. <u>Students.</u> The parties acknowledge that the Students of the University are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the University are not to be considered employees of either the University or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

#### H. Right to Withdraw Student from Program.

- 1. <u>By University</u>. University may withdraw a student from the program at any time, upon written notice to the Facility.
- 2. <u>By Facility.</u> Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter. Facility will notify the University of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the University after reviewing the matter and considering whatever factual information the Facility provides for the University; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.
- I. <u>Inspection of Records.</u> In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, University, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

### II. <u>University Responsibilities</u>

- A. University will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. University is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. University will notify Facility in writing of any change or proposed change in a Student's status.
- B. University will assign only those Students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation.
- C. University shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.
- D. <u>Liability Insurance</u>. University shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:
  - 1. Professional liability insurance coverage, with a minimum of \$2,000,000 each occurrence and a minimum of \$5,000,000 in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and
  - 2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of \$1,000,000 each occurrence, \$1,000,000 in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage.

The above coverage amounts shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, University shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

University shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to University for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of University's obligation to maintain such insurance.

### E. Representations and Warranties.

- 1. University represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If University's personnel will be on site at Facility's premises, then University additionally represents that it evaluates each student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. University shall provide Facility with evidence of compliance with this paragraph upon request.
- 2. University also represents and warrants to Facility that neither University nor any person providing services on behalf of University is a "Sanctioned Provider" meaning that neither University nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in University or any person providing services on behalf of University being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and University shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
- 3. University further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in University. For purposes of the preceding sentence, the term "immediately family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).
- F. <u>Confidentiality of Patient Information (HIPAA Requirements)</u>. University shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

- 1. University shall require each student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
- 2. University further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, University, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
- 3. University agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
- 4. University's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
- 5. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such Student's are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. University will notify each student of his or her status and responsibilities pursuant to this Agreement.
- G. <u>Confidentiality of Facility Information.</u> University understands and agrees that in connection with this Agreement, University and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, University agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by University's duties under this Agreement and with the consent of Facility, University may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. University will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.
- H. <u>Publications.</u> University will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student must clearly reflect that neither the University nor Facility endorses the article, even where a review has been made prior to publication.
- <u>Health Requirements.</u> University shall advise each affiliating student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. University and the affiliating student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. University and/or potentially exposed

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student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

- J. <u>Facility Policies, Rules, and Regulations.</u> University shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. University will specifically cover with each Student his or her responsibility to:
  - 1. Observe and respect all patient's rights, confidences, and dignity:
  - 2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
  - 3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.
- K. <u>Indemnification</u>. To the extent authorized by law, University shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of University, its employees or agents. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in Florida Statute 768.28, and the University will have no further obligation to defend, indemnify, or hold harmless the Facility in the event said limits are paid or otherwise exhausted. Nothing herein is to be considered a waiver of any sovereign immunity defenses under Florida Statute 768.28.
- L. <u>Business Associate Agreement</u>. University shall not have access to Facility patients' PHI and, in the event this occurs, University shall execute Facility's standard Business Associate Agreement.

### III. Facility Responsibilities

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- A. <u>Patient Care.</u> The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.
- B. <u>Premises and Equipment</u>. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.
- C. <u>Staff Supervision</u>. The Facility shall provide staff supervision, in conjunction with the faculty from University, for the Students in the program.
- D. <u>Orientation</u>. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.
- E. <u>Student/Faculty Evaluation</u>. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the University.

F. <u>Emergency Services</u>. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

#### IV. Terms of Agreement

- A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.
- B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.
- C. In the event of termination before any participating student(s) has completed the then-current term, such student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

#### V. Miscellaneous

- A. <u>Severability</u>. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.
- B. <u>Construction</u>. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. <u>Notice.</u> All notices, demands, requests, or other communications required to be given or sent by University or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:
  - <u>To University</u> College of Central Florida Dean, Health Sciences 3001 SW College Road Ocala, FL 34474
  - <u>To Facility:</u> The Vines Hospital 3130 SW 27<sup>th</sup> Avenue Ocala, FL 34471
- D. <u>Assignment.</u> This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.
- E. <u>Governing Law.</u> This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

- F. <u>Entire Agreement/Merger</u>. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.
- G. <u>Amendment.</u> No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
- H. <u>Captions.</u> All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.
- I. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. <u>No Right of Third Parties</u>. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. <u>Waiver</u>. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- L. Arbitration.
  - 1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph (b) below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.
  - 2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.
  - 3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the

arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue dayto-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Ocala Behavioral Health, LLC d/b/a The Vines Hospital

Chief Executive Office 1/14/19

Date:

The College of Central Florida
By
Dr. James Henningsen, President
Date: $1/4/29$

#### STUDENT INTERNSHIP PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**, a Florida political subdivision, 3001 SW College Road, Ocala, Florida, 34474 (hereinafter "College") and **KIDS CENTRAL, INC.**, a Florida Not For Profit Corporation, 901 Industrial Drive, Suite 200, Wildwood, FL 34785 (hereinafter "Provider") effective as of this <u>14+4</u> day of <u>January</u>, 2019.

WITNESSETH, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

- 1. **Definitions**. The following definitions apply.
  - a. "Internship" means a program of study as part of College course or degree requirements, conducted in cooperation with the Provider, whereby Students receive supervised experience and instruction in a professional setting.
  - b. "Site Supervisor" means that person employed or retained by the Provider as responsible for the development and administration of the Internship affiliation with the College.
  - c. "Intern" means a person enrolled in the University who is to perform the Internship.
  - d. "College Supervisor" means the person employed or retained by the College who is responsible for the development and administration of this Internship affiliation with the Provider.

#### 2. Purpose.

- a. As part of the College's educational requirements or as required for the award of a degree in particular areas of study, students must complete supervised experience, such as this Internship.
- b. The Provider has facilities and professional staff appropriate for this Internship.
- c. By entering into this Agreement, the parties hereto do not intend that any of the College's staff or any Intern is to be an employee of the Provider's for any purpose, except that to the extent that the activities performed hereunder may be subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), or in any such case in which Provider pays Intern monetary compensation for services provided in the same type of manner Provider pays its employees. The Parties hereto are not partners, agents nor principals of one another.

3. **Term.** The term of this Agreement shall be from the date written above to the Contract End Date set forth below, and may be extended in writing by mutual consent of the parties. Provided, however, that Interns shall be permitted to complete all Internships that began prior to the Contract End Date, and with respect to such Internships, all terms and conditions of this Agreement shall apply until the last such Internship is completed.

Contract End Date: 1) ecember 31, 2019 a.

#### 4. **Provider's Obligations.**

a. The Provider shall have sole authority and control over all aspects of client services, including those activities wherein Interns may be exposed to or interrelate with clients.

b. The Provider shall, in consultation with appropriate College faculty and the College Supervisor, designate those clients to whom Interns may be exposed for their Internship. The Provider shall determine the dates of Intern assignments for specific duties related to the Internship.

c. The Provider hereby agrees to orient Interns to the Provider's applicable policies and procedures.

d. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern whose performance is determined to be detrimental to the Provider's clients, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory.

e. The Provider shall contribute in the evaluation of Interns as may be requested by the College Supervisor.

#### 5. College's Obligations.

- a. The College shall be responsible for academic administration, curriculum content and programming, Intern recruitment, admission, promotion and graduation, maintenance of all Intern records and reports, and final determination of all grades to be awarded to Interns for Internship participation.
- b. The College shall ensure that all Interns have completed all applicable prerequisite courses and any other requirements necessary prior to Internship placement.
- c. The College will inform Interns of the Interns' responsibility to provide any transportation, meals, and lodging related to the Internship.
- 6. **Termination**. This Agreement may be terminated as follows:

a. **For Convenience.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party of its intention to terminate,

provided that Interns shall be permitted to complete Internships that began prior to the termination notice.

b. **For Default**. A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Internship as a result of the termination of this Agreement under this section.

- 7. **Jurisdiction and Venue**. This Agreement shall be governed by the laws of the State of Florida, and any legal action concerning the provisions hereof shall be brought in Marion County, Florida.
- 8. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
- 9. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
- 10. **Anti-Discrimination**. The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability status.
- 11. **Entire Agreement; Merger.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
- 12. **Amendment**. Any amendment to this Agreement must be in writing and must be signed by the parties.
- 13. Severability. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
- 14. Notices. All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

Attn: Dr. Rob Wolf	If to Provider:
Attn: <u>WADD WUT</u> College of Central Florida 3001 SW College Road Ocala, Florida 34474	ATT: HR Dept. 17105 Central, INC,
Tel: <u>352-873-5800</u>	901 Industrial DR, Suine 200
Fax: <u>352 - 873-587</u> 0	Wildwood FL 34785
	Tel: 352-873-6332
	Fax:

- 15. **Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16. **Confidentiality.** The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule. Although HIPAA excludes volunteers and trainees from the definition of a "business associate", by expressly including them in the definition of a health care provider's "workforce," the parties intend that PHI be protected by College faculty and students. The College agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in an internship experience with Provider. The College agrees to maintain the confidentiality of any PHI provided to it by Provider in accordance with all applicable Federal, State and local laws and regulations. The College represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program and internship that is the subject of this Agreement, and Provider relies upon such representation and warranty in providing the PHI. The College represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by Provider. The College represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/internship program. The College agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from Provider, and to prevent individuals not involved in the instructional/internship program from using or accessing the PHI. The College agrees that it will immediately report to Provider any use or disclosure of PHI received from Provider that is not authorized by or otherwise constitutes a violation of this Agreement. If it becomes necessary for the College to share PHI that has been disclosed to it by Provider with any person or any entity who is not an employee of Provider, then the College agrees to cause such person or entity to enter into a written agreement in which the

person or entity agrees to abide by all of the terms to which Provider is subject under this Agreement with respect to the PHI. The College understands that Provider is subject to state and federal laws governing the confidentiality of the PHI and agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Provider.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective representatives thereunto duly authorized on the dates indicated below.

DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

By: Livascu - HEW

Printed Name

Title: 5 Date:

PROVIDER

Bv

Printed Name

Title:

Date:

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# -----HEALTH CARE AGENCY AFFILIATION AGREEMENT-----

AGREEMENT entered into this 1 day of March, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and **Radiology Imaging Specialists, LLC**, hereinafter referred to as the HEALTH CARE AGENCY.

#### WITNESSETH:

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
- Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
- 3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
- 4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
- The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense.
- 6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.

- 7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
- 8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
- 9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
- 10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$2,000,000/\$5,000,000 per year for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
- 11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
- 12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
- 13. The terms of this agreement shall be for the period March 1, 2019, through February 29, 2020, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party. Current students scheduled or currently participating in clinical rotations at the HEALTH CARE AGENCY will be given the opportunity complete their clinical assignment
- 14. The person executing this contract on behalf of the HEALTH CARE AGENCY specifically warrants and represents to the COLLEGE that the person executing this agreement has authority to do so and to legally bind the HEALTH CARE AGENCY in regard to this agreement.
- 15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
- 16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.

- 17. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 18. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

If to College:	Dean, Health Sciences College of Central Florida 3001 SW College Road Ocala, FL 34474 Fax Number: (352) 873-5889
If to Agency:	Radiology Imaging Specialists, LLC Attn: Administrator 1714 SW 17 <sup>th</sup> Street Ocala, FL 34471 Fax Number: (352) 261-0816

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed if by fax, and
- (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
- 19. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
- 20. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

- 23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 26. CONFIDENTIALITY
  - a) The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.
  - b) Although HIPAA excludes volunteers and trainees from the definition of a "business associate", by expressly including them in the definition of a health care provider's "workforce," the parties intend that PHI be protected by COLLEGE OF CENTRAL FLORIDA (CF) faculty and students.
  - c) CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
  - d) CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
  - e) CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
  - f) CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
  - g) CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
  - h) CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
  - i) CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.

- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
- k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

FIRST WITNESS' SIGNATURE HNYI FIRST PRINTED NAME WITNESS' SIGNATURE SECO SECO D WITNESS' PRINTED NAME

COLLEGE OF CENTRAL FLORIDA By Fames D. Henningsen, President Date:

NESS PRINTED NAME WITNESS' SIGNATURE SECOND WITNESS' PRINTED NAME

# **RADIOLOGY IMAGING SPECIALISTS, LLC**

By: SIGNAT ŨRE PRINTED NAME Title Veta

# COLLEGE OF CENTRAL FLORIDA

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## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Appleton Museum of Art Loan Agreements

INITIATOR: F. Joseph Mazur III, CPA Vice President of Administration & Finance

DATE: February 20, 2019

OBJECTIVE AND PERTINENT FACTS:

# APPLETON MUSEUM LOAN AGREEMENTS

The President or his designee has signed the following Incoming Loan Agreement(s) with exhibition expenses totaling less than \$25,000 as authorized by the District Board of Trustees. The names of the lender(s) and approval dates are noted below:

APPLETON MUSEUM LOAN AGREEMENTS	<u>DATE OF</u> <u>SIGNATURE</u>	EXHIBITION EXPENSE
"At Home at the World: Photographs by Billy Joe Hoyle" Billy Joe Hoyle January 13, 2020 – June 27, 2020	02/05/19	\$0.00
"Across the Atlantic: American Impressionism Through the French Lens" Denver Art Museum November 2, 2019 – January 5, 2020	02/14/19	\$795.00

**RECOMMENDATION/ACTION REQUESTED:** 

That the District Board of Trustees ratify approval of the AMA Loan Agreement(s).



# Exhibition Title: Loan Agreement: Incoming

# AGREEMENT DATE:

LOAN NUMBER: L

LENDER		BORROWER	
Institution/ Individual:	Billy Joe Hoyle	Institution/ Individual:	District Board of Trustees of College of Central Florida as Operator of the Appleton Museum of Art
Address:	11920 69 <sup>th</sup> Street, East Parrish, FL 34219	Address:	Appleton Museum of Art 4333 E Silver Springs Blvd. Ocala, FL 34470-5001
Contact Person:	Billy Joe Hoyle	Contact Person:	David Reutter, Registrar
Telephone Number:	941-718-0462	Telephone Number:	352.291.4455 x 1605
Fax Number:		Fax Number:	352.291.4460
Email Address:	billyjoehoyle@gmail.com	Email Address:	reutterd@cf.edu

# DESCRIPTION OF OBJECT(S) LOANED

<u>X</u>Objects listed in attached checklist.

\_\_\_ Objects listed below.

## Object 1

Artist:				
Nationality:		Dates:		
Object Title:				
Object Date:				
Media:				
Dimensions:	Height:	Width:	Depth:	
Framed Dimensions:	Height:	Width:	Depth:	
Accession Number:			······································	
•				

# CREDIT LINE

Exact form of Lender's name or the way the Lender wishes to be named in labels/ publications: Billy Joe Hoyle

# INSURANCE

#### Insurance Value: \$ 212,000.00

Unless otherwise specified in an attachment to this agreement, the Borrower will insure the Object(s) for a total value (U.S. Dollars) of \$ \_\_\_\_\_\_ on the terms and conditions set forth in Paragraph 9 below. (NOTE: If more than one Object is loaned and Objects are to be insured at separate value, agreed-upon insured value for each Object should be set forth on the attachment to this agreement.)

EXHIBITION "At Home and the World: Photographs by Billy Joe Hoyle" January 25 - June 21, 2020

#### LOAN PERIOD

From: 1/13/20 To: 6/27/20

#### TRANSPORTATION

Arrival Locat	ion: Appleton Museum of Art	
Method of Arri	val: TBD	na mangang mangang pang kan dan sa
Date Object(s) to Arr	ive: 1/13/20	·Py-9004
Method of Ret	Jrn: TBD	
Date Object(s) to Le (See Paragraph 8 be		
Method of Paym	ent: N/A	
Confirm Arrangements w	ith: David Reutter, Registrar	1997-1

## CATALOGUE AND PUBLICITY

The Lender will supply:

- - - --

X_yesno	<u>    X</u> yes	Publication quality digital image:
_yesno	yes	Black/white photo:
_yesno	yes	Color slide:
_yesno	yes	Color transparency:

Except to the extent of any limitations set forth below, the Lender hereby authorizes the Borrower to photograph or to reproduce the Object(s) in any other appropriate media for archival, educational and publicity purposes.

# COPYRIGHT

The Lender X\_owns/ \_\_\_\_does not own the copyright to the Object(s).

If the Lender does not own the copyright, please insert:

The name and address of the owner of the copyright:

or

If such person is known to the Lender, the name and address of the last owner of the Object(s):

# CONDITIONS GOVERNING LOAN

- In accordance with the Terms and Conditions printed in this agreement, the Lender agrees to loan the items (herein "Objects") referred to in the Description of Object(s), to the Borrower for the period specified.
- 2. The Lender(s) affirm(s) that to the best of his/her/their knowledge, the object(s) has/have been legally exported from its/their country of origin and/or the country where it/they was/were last legally owned and has/have been legally imported into the United States in accordance with U.S. laws and treaties. The Lender(s) warrant(s) that he/she/they/ hold(s) title to the Object(s) identified in the Description of Object(s) of this agreement or is duly authorized by the owner to loan the Object(s) to the Borrower.
- Lender agrees that the Object(s) shall remain in the possession of the Borrower for the time specified in this
  agreement unless the Borrower notifies the Lender that it proposes to return the Object(s) at an earlier date.
- 4. For the period of the loan, the items may be displayed, stored, or otherwise utilized by the Borrower at its discretion, subject, however, to its exercising the same care in such display, use, and storage as is customary for the safekeeping of similar items owned by the Borrower.
- 5. The Borrower will exercise the same degree of care with respect to the Object(s) as it does in the care of the objects in its collection. The Borrower will not clean, restore or otherwise alter the Object(s) in any way without written consent of the Lender, unless the safety of the Object(s) makes such action imperative. If damage or deterioration or loss occurs, the Borrower will notify the Lender at once. In the event of damage, the Lender may withdraw the Object(s) from the exhibition.
- 6. The Object(s) will be transported by the method specified in this agreement. The Lender may be responsible for providing adequate packing and/or packaging for the Object(s) to insure that the Object(s) will arrive at the Borrower by the proposed method of transportation without damage, and for providing any special instructions for repacking. If damage occurs in transit, the Lender and the carrier will be notified and all packing material will be saved for inspection. The Borrower agrees that it will provide comparable packing and/or packaging for the return transportation.
- 7. Transportation costs shall be negotiated as to be paid by either the Borrower, the Lender, or shared between the Borrower and the Lender. Unless otherwise agreed upon, if the Object(s) are to be returned at the Lender's request to any address other than that from which they were shipped, the Borrower shall have the right to ask the Lender to pay any additional cost necessitated by such change.
- 8. The date of the return shipment from the Borrower is an estimated date. The Borrower agrees to contact the Lender prior to the return shipment after transportation agreements have been made to advise the Lender of the actual date of shipment.
- 9. Unless other provisions for insurance are made, the Borrower will be responsible for insuring the Object(s) "wall to wall" under a fine arts insurance policy at the value specified in this agreement or fair market value, whichever is lower, against all risks of direct physical loss or damage from any external cause during the Borrower's custody; provided, that if the Object(s) have been fabricated and can be replaced to the artist's satisfaction, the insurance recovery shall be limited to the cost of such replacement.

The referenced fine arts policy contains the usual exclusions for loss or damage due to such causes as gradual deterioration, inherent vice, damage sustained due to any repairing, restoration, or retouching process; or damage due to war risks including invasions or hostilities, rebellion, or insurrection, confiscation by order of any government or public authority, risks or contraband or illegal transportation or trade, and nuclear damage. The Lender agrees that the amount payable by this insurance shall be the sole source of recovery available to the Lender in the event of loss or damage to the Object(s), and the Borrower shall have no liability to the Lender for any of such loss or damage. A Certificate of Insurance will be sent upon request.

If the Lender elects to maintain his/her/their own insurance, the Borrower must receive a Certificate of Insurance either naming the Borrower, as an additional insured or waiving all rights of subrogation or any claims against the Borrower. The Borrower accepts no responsibility for any error or deficiency of information furnished to the Lender's insurer or for lapses in insurance coverage. If the Lender fails to supply the Certificate of Insurance or to properly insure the Object(s), or if the insurance is waived, this agreement shall constitute a release of the Borrower from any liability for damage or loss of the Object(s).

10. The Object(s) will be returned only to the Lender at the address stated in this agreement unless other arrangements are made. If legal ownership or authority to act in behalf of the legal owner should change, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner or agent prior to the return of the Object(s), may be required to establish a legal right to receive the Object(s) by proof satisfactory to the Borrower.

If the Lender fails to take possession of the Object(s) upon request, or if all efforts to contact the Lender at the expiration of the loan period are unsuccessful, then the Borrower shall have the right, in its sole discretion, to either use the Object(s) or to place them in storage at the Lender's sole risk and expense, to charge regular storage fees therefore, and to enforce a lien for such fees. The Object(s) will be so held by the Borrower for a period of five (5) years. If after five (5) years, the Object(s) have not been reclaimed, then, and in consideration of the expense of storing and safeguarding the Object(s) during such period, the Object(s) shall be deemed an unrestricted gift to the College of Central Florida Foundation, Inc.

- 11. The Lender gives attributions, dates, valuations and other information shown on the Description of Object(s) and this agreement. Any valuations are not to be considered as appraisals made by the Borrower and its staff.
- 12. This agreement constitutes the entire understanding between the parties and may not be modified except by writing signed by the parties. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- This agreement shall be governed by the laws of the State of Florida regardless of the place of execution or performance.
- 14. <u>Amendments</u>. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.
- 15. <u>Enforcement</u>. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 16. <u>Notices</u>. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

Dr. James Henningsen President College of Central Florida 3001 SW College Rd Ocala, Florida 34474 Telephone: 352.873.5835 Fax: 352.873.5847

David Reutter Registrar Appleton Museum of Art 4333 E Silver Springs Blvd. Ocala, FL 34470-5001 Telephone: 352.291.4455, x1605 Fax: 352.291.4460

Or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- a) On the date delivered if by personal delivery,
- b) On the date faxed if by fax, and
- c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
- 17. <u>Attorney's Fees</u>. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such part or parties may be entitled.
- 18. <u>Counterparts</u>. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. <u>Survival of Covenant</u>. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
- 20. <u>Remedies</u>. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 21. <u>Severability Clause</u>: Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 22. <u>Waiver</u>. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 23. Special Conditions:

I have read and agree to the above conditions for the loan materials listed in the "Description of Objects(s)."

BILLI JOE HONLE
Signature:
Title: OWNER ARTIST
District Board of Trustees of the College of Central Florida
Signature:
Title:

Date: 1 - 9 - 19

1-119 Date:



100 W 14th Ave Pkwy Denver, CO 80204-2788

720-865-5000 telephone 720-865-5121 fax www.denverartmuseum.org

# **Outgoing Loan Agreement**

Loan No: LO2019.39

Loan Period:	10/2/2019 to 1/19/2020	
Borrower:	The Appleton Museum of Art, COLLEGE & Central FLORIDA DISTRICT BOARD OF TRUSTEES	
	DISTRICT BOMED OF TRUSTEES	
	4333 NE Silver Springs Blvd. Ocala, FL 34470-5000	
Additional		
Venues/Dates:	The Appleton Museum of Art 11/2/2019 to 1/5/2020	
	4333 NE Silver Springs Blvd.	
	Ocala, FL 34470-5000	
(a) only.	he attached conditions governing outgoing loans, the works listed below are borrowed for the following	ourpose
Across the Atlantic:	American Impressionism Through the French Lens	
(LO2018.16) Readin	g Public Museum: September 8, 2018- January 20, 2019 If Art: November 2, 2019-January 5, 2020	
	ynopsis: ainting   The Ten Cent Breakfast   Willard Leroy Metcalf   American   canvas   oil paint   1887	Current Value:
	A-1504	\$1,500,000.00
INSURANCE: (Pleas	e see attached conditions)	
	X to be carried by Borrower	
	insurance waived	
	loan will be shipped to (if different from above)	
SHIPMENT TO BE V	IA:	
Outgoi	ng: To be approved by the Denver Art Museum	
Return	To be approved by the Denver Art Museum	
LABEL COPY and CF	REDIT LINE (for exhibition label and catalog):	
Willard	Leroy Metcalf, The Ten Cent Breakfast, 1887	
Denvei Photog	Art Museum Collection: Gift of T. Edward & Tullah Hanley Collection, 1974.418 raph courtesy of the Denver Art Museum	
SPECIAL REQUIREN	/ENTS (for installation and handling):	
DAM reserves the rig	ht to approve all transportation arrangements and may require a courier as deemed appropriate	
Individual alarm requ Light levels: 15 ftc (1	irea to be provided by borrower	
UV levels: less than		
RH: 50%, +/- 5%		
Temp: 66-72F (19-22		
Aust be handled with	period prior to uncrating required	
	kisting hanging system	
Must be installed awa	ay from heating/cooling vents, exterior walls, windows, draughts, etc.	
No food of drink in the	e gallery	
not damage occurred	ed of circumstances in the event of any change in environmental, fire or security conditions/breach whe on any artwork.	ther or
2	•	

#### GENERAL CONDITIONS GOVERNING OUTGOING LOANS RESPONSIBILITY OF LOSS AND DAMAGE

The Borrower assumes full responsibility for any loss or damage to the loaned object(s) during the entire period of the loan.

#### CARE AND PRESERVATION

The Borrower will exercise the same care with respect to the loaned work as it does in the safekeeping of comparable property of its own. All works will be handled only by experienced personnel and will be protected against loss, damage, deterioration and theft.

Unless otherwise indicated on the face of this form, the Borrower will display the loaned object(s) at less than 75microwatts/lumen of UV and 68-71F (19-21C). Additional climate requirements will be listed on face of this form. The loaned object(s) must be installed away from heating/cooling vents, exterior walls, windows, and drafts, and no food or drink is permitted in the gallery where loaned object(s) will be unpacked and exhibited. Lender must be notified of circumstances in the event of any change or breach in environmental, fire or security conditions whether or not damage occurred on any artwork. In addition, the Borrower agrees to meet any additional special requirements for shipping, packing, installation, storage, and display as noted on the face of this agreement.

No work (including all parts, frames, plexi coverings, bases, etc.) may be cleaned, restored, unframed, or otherwise altered without the consent of the Lender. A written report of the condition of the work prior to shipment will be sent to the Borrower by the lender. Upon receipt and prior to return of the loan, the Borrower will make a written record of condition. All condition reports will be returned to the Borrower at close of the loan. In the event of a condition change, the Borrower will notify the lender immediately by telephone or email and followed by a written report, including photographs if requested. Should damage occur in transit, the receiving party will be responsible for notifying the carrier, and all packing material shall be saved for inspection.

#### FACILITIES AND SECURITY

All loans are subject to conditions listed on the facility reports for the Borrower and all associated venues. The Borrower agrees that the loaned object(s) will be under continuous and vigilant protection from the hazards of fire, theft, exposure to high light levels, extremes of temperatures and relative humidity, insects, dirt, or handling by unauthorized or inexperienced persons or the public. A sufficient number of guards for adequate security must be present in the building where the object(s) are located. Exhibition galleries where the objects are located will be under guard during exhibition installation and de-installation, with access to the area limited to those staff immediately involved; and the area will be locked and secured when staff members are not working. Borrower must maintain records on all movement of loaned object(s), including internal relocations and only authorized members of the Borrower's registration or equivalent staff may approve these movements or removal of art.

#### TRANSPORTATION AND PACKING

Packing and transportation will be by safe methods approved by the Lender. Unless otherwise indicated, the crate and packing material must be stored in temperature controlled facilities and crate shall be allowed to acclimate for 24 hours before unpacking. Unpacking and repacking will be done by experienced personnel under competent supervision. Unpacking will not to take place until the Borrower is ready to install the object in its final position unless authorized in advance in writing by Lender. Repacking will be done with the same or similar materials and containers, and by the same methods as the work was received. Any additional instruction noted in this agreement shall be followed.

The Lender will organize or approve in advance all shipping arrangements, agents, and schedules for every transit, including intervenue shipments. All vehicles must have air-ride suspension and climate control, be manned with dual drivers and must never be left unattended. All shipments must be scheduled via the most direct route. For shipments to Europe, routing through London or Frankfurt must be considered if no domestic widebody flights exist to/from Denver.

Approved shipping agents include: Arteria (Italy), Cordova Plaza (Mexico), Constantine (UK), EXEL-Fine Art (Norway), Hasenkamp (Germany), Hiskia Van Kralingen (The Netherlands), LP Art (France), Martinspeed (UK), Masterpiece International (United States), and SIT (Spain). The Lender reserves the right to choose a transport company/agent other than the one selected by the Borrower including any company/agent selected during the tender/bid process if the company chosen is outside the list of approved shipping agents. Written approval must be obtained by the Lender should a shipper be chosen who is not on this list.

If loan requires a courier, the Borrower will provide round trip travel. Business class travel is required when couriers accompany art and on all flights 11 or more hours in length. Economy Plus or stretch seating is required for all flights over 3 hours in length when the courier is not accompanying art. Borrower will provide 2 nights accommodation and 3 days per diem at USD \$75/day for travel within the United States or Canada, a minimum of 3 nights accommodation and 4-5 days per diem at 75 EURO (or 60 GBP)/day) for travel to Europe or the United Kingdom and a minimum of 4 nights accommodation and 5-6 days per diem for travel to Australia or Asia. An additional stipend of USD \$100 or the equivalent for ground transportation is required for all couriers. Borrower agrees to provide additional accommodation and per diem, and a different per diem rate than quoted above if required by the Lender based on traveling circumstances or currency fluctuations.

#### INSURANCE

Each work will be insured during the period of the loan for the value stated on the face of this agreement under a wall-to-wall policy against all risks of physical loss or damage from any external cause while in transit or on location. This policy may be subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice, repairing, restoration, or retouching process, hostile or warlike action, insurrection, rebellion, nuclear reaction, nuclear radiation, or radioactive contamination. If the borrower is insuring the work, the Lender will be furnished with a certificate of insurance listing the Denver Art Museum as additional insured. Lender must receive certificate of insurance at least two (2) weeks prior to shipment of loan. The Museum's registrar must be notified in writing at least 20 days prior to any cancellation or change in the Borrower's policy that would affect insurance coverage of the work. The Borrower will not be released from liability for loss or damage by any failure on its part to secure

insurance or by any lapses or insufficiencies in its insurance coverage. The Lender's failure to adhere to any of the notification provisions of this agreement shall not release the Borrower from liability for loss or damage.

If the insurance is carried by the Lender, the Borrower will be responsible for payment of the \$2500 deductible(s) for any and all claims or losses relating to the loan(s).

The Lender may periodically review insurance values, and the Lender reserves the right to require the Borrower to obtain increased insurance coverage if required. The insurance value for each object set forth by the Lender on the face of this agreement is for the purpose of this loan only. This value in no way constitutes an appraisal of the work.

#### REPRODUCTION AND CREDIT

Each work will be labeled and credited to the lender. Unless otherwise stipulated in writing by the Lender, the visiting public may take impromptu photographs, but no other reproduction is permitted except photographic copies for catalog and publicity uses related to the stated purpose of the loan and approved in advance by the Lender, pending copyright restrictions. Refer to the Denver Art Museum Conditions for Permission to Publish, Outgoing Loans for complete guidelines and to obtain permission to publish images. Contact the Rights and Reproductions Department (email: ImageRights@denverartmuseum.org.).

#### CATALOGUES AND PUBLICATIONS

The Lender will be provided with 1 complementary exhibition catalogue or publication.

#### COSTS

Unless otherwise noted, a loan fee, packing, transportation, customs, insurance, courier and other loan-related costs shall be borne by the Borrower.

#### IMMUNITY FROM SEIZURE

Immunity from Seizure protection may be required from Borrowers for whom the laws of such countries provide such protection and will be noted in "Special Requirement".

The signatures below indicate that the conditions of this loan, as stated Borrower's signatory certifies that they have full legal authority to enter	above, have been read and are accepted. The into this agreement.
	2/4/19
Borrower (or Authorized Agent)	Date
SIMEN D. HENDINGS	N RESIDENT
Printed Name/Title	
- fun	Acu. 24, 2019
Lender /	Date

Christoph Heinrich, Frederick and Jan Mayer Director

Printed Name/Title

(Please sign and return all copies)

Please return loan agreement and all correspondence to: Office of the Registrar, Denver Art Museum 100 West 14th Avenue Parkway, Denver, CO 80204-2788

# COLLEGE OF CENTRAL FLORIDA

7

# AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

- SUBJECT: Lease Agreement Amendment #2 Between Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and College of Central Florida
- INITIATOR: F. Joseph Mazur III, CPA Vice President of Administration & Finance
- DATE: February 20, 2019

BACKGROUND AND PERTINENT FACTS (including Objective):

The College signed a lease agreement on December 27, 1993 with The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 3988 for the Hampton Center. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has requested an amendment to the existing ground lease to reference the correct legal description of the leased premises. College administration supports their request to amend the lease agreement.

## RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Amendment #2 to Lease Number 3988 with The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and authorize the Board Chair to sign.

This instrument prepared by: Brad Richardson Department of Environmental Protection Bureau of Public Administration Division of State Lands 3900 Commonwealth Blvd. MS 130 Tallahassee, Florida 32399-3000 AID# 38970

ATL1

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

# AMENDMENT NUMBER TWO TO LEASE NUMBER 3988

THIS LEASE AMENDMENT is entered into this 27thday of February, 2019, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as "LESSEE";

#### WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on December 27, 1993, LESSOR and LESSEE entered into Lease Number 3988 (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to modify the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

The legal description of the leased premises set forth in Exhibit "A" of Lease Number 3988 is hereby revised, replaced 1. and superseded, in its entirety, by the real property described in Exhibit "A" attached hereto and by reference made a part hereof.

It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3988, 2. except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

It is understood and agreed by LESSOR and LESSEE that this Amendment Number 2 to Lease Number 3988 is hereby 3. binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

WITNESSES:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Original Signature	(SEAL)
	BY:
Print/Type Name of Witness	Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the
Original Signature	Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
Print/Type Name of Witness	······································

#### STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUE	JECT TO PROPER	EXECUTION:
Del	b. Arak	01-17-2019
DEP Attorney	From	Date

Notary Public, State of Florida

"LESSOR"

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.\_\_\_\_

WITNESSES:	DISTRICT BOARD OF TRUSTEES O CENTRAL FLORIDA	
		(SEAL)
· · · · · · · · · · · · · · · · · · ·	BY:Bussell Branson	
Original Signature	Russell Branson	
	Chairman	
Turned/Brinted Name - 611/14		
Typed/Printed Name of Witness		
Original Signature		
Typed/Printed Name of Witness		
rypedrimed name of wintess	"LESSEE"	
STATE OF		
COUNTY OF		
•		

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_, by <u>Russell Branson</u>, as <u>Chairman</u>, for and on behalf of <u>District Board of Trustees of the College of Central Florida</u>. He is personally known to me or has produced \_\_\_\_\_\_\_ as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

Commission/Serial No.\_\_\_\_\_

My Commission Expires:

### EXHIBIT "A"

The following lands located in Section 18, Township 15 South, Range 22 East, Marion County, Florida:

For the Point of Beginning, commence at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30.06 feet from the Southwest corner of Northwest ¼ of Section 18, Township 15 South, Range 22 East, thence North along the East boundary of 24<sup>th</sup> Street 539.2 feet, from the Point of Beginning thus described, thence North along the East boundary of 24<sup>th</sup> Street 100 feet, thence North 86 degrees 30 minutes 15 seconds East 389.7 feet, thence South 100 feet, thence South 86 degrees 30 minutes 15 seconds West 389.7 feet to the Point of Beginning.

#### AND

Beginning at a point North 41.45 feet and North 86° 30'15" East 30.06 feet from the S. W. corner of NW 1/4 of Section 18, Township 15 South, Range 22 East, thence North along east boundary of 24<sup>th</sup> Street 539.2 feet, thence North 86° 30' 15" East 389.7 feet, thence South 539.2 feet, thence South 86° 30' 15" West along north line of Broadway 389.7 feet to the Point of Beginning.

BSM: Acuy leur DATE: September 18, 2018

# THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY.

SECTION 18, TOWNSHIP 15 SOUTH, RANGE 22 EAST



# **CUL** Cover Sheet

DM ID
Document Type: Current Uplands Leases
Instrument: [X]Parent Lease []Amendment to Lease []Assignment of Lease
[]Release []Partial Release []Easement []Use Agreement []Sublease
[]Amendment to Sublease []Release of Sublease []Other
Lease Number: 003988
Document Date: <u>12-27-1993</u>
Original County: Marion
Section: 18
Township: <u>15 S</u>
Range: 22 E
Total Area / Area Unit: (A) Acreage (S) Square Feet
County Book / Page / Type: / B / P /
Instrument Number:
Comments:

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease No. 3988

THIS LEASE AGREEMENT, made and entered into this 27<sup>th</sup> day of <u>hecember</u> 19<u>93</u>, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and CENTRAL FLORIDA COMMUNITY COLLEGE, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. <u>DELEGATIONS OF AUTHORITY</u>: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease, is situated in the County of Marion, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. <u>TERM</u>: The term of this lease shall be for a period of Fifty (50) years commencing on <u>Thurkey</u> 1994 and ending on <u>Thurkey</u> 1,2044, unless sooner terminated pursuant to the provisions of this lease.

4. <u>PURPOSE</u>: The LESSEE shall manage the leased premises only for the establishment and operation of a comprehensive service center, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. <u>OUIET ENJOYMENT AND RIGHT OF USE</u>: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

Page 1 of 14 Lease No. 3988 6. <u>UNAUTHORIZED USE</u>: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. <u>ASSIGNMENT</u>: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Chapters 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and

Page 2 of 14 Lease No. 3988 shall be reviewed jointly by LESSEE and LESSOR at least every five (5) years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. <u>EASEMENTS</u>: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. <u>SUBLEASES</u>: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. <u>RIGHT OF INSPECTION</u>: LESSOR or its duly authorized agents, representatives or employees shall have the right at any responsible time after 24 hours notice to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. <u>PLACEMENT AND REMOVAL OF IMPROVEMENTS</u>: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. <u>INSURANCE REQUIREMENTS</u>: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full Page 3 of 14 Lease No. 3988

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insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000.00 per occurrence and \$200,000.00 per accident for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as co-insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. <u>LIABILITY</u>: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

Page 4 of 14 Lease No. 3988

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15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

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16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. <u>TIME</u>: Time is expressly declared to be of the essence of this lease.

18. <u>NON DISCRIMINATION</u>: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. <u>UTILITY FEES</u>: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. <u>MINERAL RIGHTS</u>: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to Page 5 of 14 Lease No. 3988 the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease at LESSOR's expense. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. <u>CONDITION OF PREMISES</u>: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE. Provided, however, that LESSEE shall not be held responsible for any costs or responsibility associated with cleaning up any and all contamination which occurred on-site during the term of Lease Number 3432 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Florida Department of Insurance, dated August 18, 1987.

23. <u>COMPLIANCE WITH LAWS</u>: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. <u>NOTICE</u>: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to 253.04, Florida Statutes, to the last address of the party to whom notice

Page 6 of 14 Lease No. 3988 is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR:	Department of Environmental Protection		
	Division of State Lands		
	Bureau of Land Management Services		
	3900 Commonwealth Boulevard		
	Tallahassee, Florida 32399		

LESSEE: Central Florida Community College Office of the President 3001 Southwest College Road Post Office Box 1388 Ocala, Florida 32678-1388

25. EREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR. LESSEE has the right to terminate this lease if LESSOR's default of this lease is not cured within 60 days.

26. <u>DAMAGE TO THE PREMISES</u>: (A) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof other than normal wear and tear. (B) Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States

Page 7 of 14 Lease No. 3988

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Florida Statutes, Chapter 376 and Chapter 403 and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE's obligations regarding indemnification and payment of costs and fees as set forth in Paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, Page 8 of 14

Lease No. 3988

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order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting period of the applicable agency.

27. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless the management plan indicates that LESSEE will remove any or all such improvements. The decision to retain any improvements upon termination or expiration of this lease shall be identified in the management plan. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the improvements, do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

28. <u>BEST MANAGEMENT PRACTICES</u>: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, Page 9 of 14 Lease No. 3988 or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

29. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

30. <u>PARTIAL INVALIDITY</u>: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

31. <u>ARCHAEOLOGICAL AND HISTORIC SITES</u>: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on stateowned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

32. <u>SOVEREIGNTY SUBMERGED LANDS</u>: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

33. <u>DUPLICATE ORIGINALS</u>: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

Page 10 of 14 Lease No. 3988 34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. <u>GOVERNING LAW</u>: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. <u>SECTION CAPTIONS</u>: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. <u>SPECIAL CONDITIONS</u>: The following special conditions shall apply to this lease.

Should LESSEE not utilize the facility and develop the comprehensive service center composed of educational, recreational, employment, social and economic development programs within three years from the date the Department of Environmental Protection declares the site inhabitable, given that the necessary action is taken by Central Florida Community College to move toward clean up of site contamination within the confines of those stipulations already noted in said LESSOR.

Page 11 of 14 Lease No. 3988

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IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

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•	BOARD OF TRUSTEES OF THESINTERNAL
	IMPROVEMENT TRUST FUND OF THE
	STATE OF FLORIDA
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Marin Munto	ALL ANOTHER AND AND
Witness	LITTLE HILL HILL (PAL)
Aclesia Hundler	CHIEF, BUREAU OF LAND MANAGEMENT
Bript (Bype Mittage Alena	SERVICES, DIVISION OF STATE
Print/Type Witness Name	LANDS, DEPARTMENT OF
R . ISA	ENVIRONMENTAL PROTECTION
mall unan	
Witness	
- BONNie WILSON	
Print/Type Witness Name	"LESSOR"
STATE OF FLORIDA	
COUNTY OF LEON	
Bureau of Land Management So	t was acknowledged before me this 19 <u>93</u> , by Daniel T. Crabb, as Chief, rvices, Division of State Lands, Protection, who is/are personally not) take an oath.
	LIMA U. SCOLD
	Notary Public, State of Florida
(07) 7 )	Children March
(SEAL)	
SYLVIA Y. SCOTT	Print/Type Notary Name
MY DOMMUSSION / CC295550 EXPIRES	
الله التي الله الله الله الله الله الله الله الل	Commission Number <u>CC295550</u>
A HEARD THE THEY FACE FACE HE.	
	My Commission Expires: July 25,1997
	Approved as to Form and Legality
	By: Departer

W Pr Witness int/Type me l プ La eque Print/Type Witness Name L-more

Page 12 of 14 Lease No. 3988

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CENTRAL FLORIDA COMMUNITY COLLEGE MARIQN COUNTY, FLORIDA · · · ..... lle By: (SEAL) د 21 s Its: Pres lent l "LESSEE"

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STATE OF FLORIDA COUNTY OF MARION

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The foregoing instrument was acknowledged before me this 20 day of <u>December</u> 1993, by <u>William J. Campion</u>, as <u>President</u>, Central Florida Community College, Marion County, Florida, who is/are personally known to me and who did/(did not) take an oath. (SEAL) CAROLA WOOSLEY MY COMMISSION & CC 202301 DOWNED The Motry Public, State of Florida DOWNED The Motry Public Undownerse Commission Number <u>CC 282381</u>

My Commission Expires: April 15, 1995

Page 13 of 14 Lease No. 3988

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF THE LEASED PREMISES

Beginning at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30 feet from the Southwest corner of the Northwest quarter of Section 18, Township 15 South, Range 22 East, being the point of intersection of the East boundary of 24<sup>th</sup> Street with the North boundary of West Broadway, Ocala, Florida, then North along the East boundary of 24<sup>th</sup> Street 450 feet, thence North 86 degrees 30 minutes 15 seconds East 350 feet, thence South 450 feet, to the North boundary of West Broadway, thence South 86 degrees 30 minutes 15 seconds West along North boundary of West Broadway 350 feet to the point of beginning;

#### and

For the point of beginning, commence at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30.06 feet from the Southwest corner of Northwest ½ of Section 18, Township 15 South, Range 22 East, thence North along the East boundary of 24<sup>th</sup> Street 539.2 feet, from the point of beginning thus described thence North along the East boundary of 24<sup>th</sup> Street 100 feet, thence North 86 degrees 30 minutes 15 seconds East 389.7 feet, thence South 100 feet, thence South 86 degrees 30 minutes 15 seconds West 389.7 feet to the point of beginning.

Page 14 of 14 Lease No. 3988

12

DMID 2282 1967 AGENCY DEED



September 10, 2018

- Public Land Survey System 2006
- State Land Records (BTLDSR)

		1:2,257	
0	0.0275	0.055	0.11 mi
0	0.0425	0.085	0.17 km

Esri, HERE , Garmin, © OpenStreetMap contributors

Esri, HERE, Garmin, & OpenStreetMap contributors, and the GIS user community Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

Map created by completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

1967 A GENCY DEED DMID 2282 23 1973 JAN 25 PK 3:09 CLERK CIRCUIT COURT 2282 BOOK 546 PAGE 716 LUS = 4207

DEED  $\mathcal{O}$ 

WHEREAS, by Section 253.03, Florida Statutes, as amended by Chapter 67-269 and Chapter 67-2236, both Acts of 1967, Laws of Florida, all lands held in the name of the State or any of its boards, departments, agencies or commissions, are vested in the State of Florida Board of Trustees of the Internal Improvement Trust Fund for the use and benefit of the State and

WHEREAS, the Department of Community Affairs as successor to the Board of Commissioners of State Institutions owns, or claims to own, the real property hereinafter described and desires to convey the same by properly executed deed, to the State of Florida Board of Trustees of the Internal Improvement Trust Fund in compliance with the foregoing statutory provision, NOW THEREFORE .

THIS INDENTURE made this <u>18th</u> day of <u>December</u> A. D. 1972, between the Department of Community Affairs, party of the first part, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund for the use and benefit of the State of Florida, party of the second part;

#### WITNESSETH:

That the Department of Community Affairs, party of the first part, pursuant to the mandate of the Legislature of Florida, hereinbefore mentioned, and in further consideration of the mutual convenants between the parties hereto, does hereby and herewith convey, transfer, deliver and set over to the State of Florida Board of Trustees of the Internal Improvement Trust Fund, party of the second part, their successors and assigns forever, all that certain parcel or parcels of land, situated in Marion County, Florida, more particularly described as follows:

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#### (Page 2)

BOOK 546 PAGE 717

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OR9 1949 DEED DB 288

pg 468

1954

#### (LEGAL DESCRIPTION)

Beginning at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30 feet from the Southwest corner of the Northwest quarter of <u>Section 18</u>, Town-ship <u>15</u> South, Range <u>22</u> East, being the point of intersection of the East boundary of 24th Street with the North boundary of or 24th Street with the North boundary of West Broadway, Ocala, Florida, thence North along the East boundary of 24th Street 450 feet, thence North 86 degrees. 30 minutes 15 seconds East 350 feet, thence South 450 feet, to the North boundary of West Broadway, thence South 86 degrees 30 minutes 15 seconds West along North boundary of West Broadway 350 feet to the point of beginning;

 For the point of beginning, commence at a point ORG PEED North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30.06 feet from the Southwest corner of Northwest ½ of Section 18. DB 328 Township 15 South, Range 22 East, thence North along the East boundary of 24th Street 539.2 Feet, from the point of beginning thus described thence North along the East boundary of 24th Street thence North along the East boundary of 24th Street 100 feet, thence North 86 degrees 30 minutes 15 seconds East 389.7 feet, thence South 100 feet, thence South 86 degrees 30 minutes 15 seconds West 389.7 feet to the point of beginning.

Together with all tenements, hereditaments and appurtenances, with every privilege, right title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF The Department of Community Affairs has caused these presents to be executed in its name by its Secretary, the day and year as foresaid.

WITNESS:

Department of Community Affairs

Kula R. Collins Viinan M. alrich

\$ M This deed prepared (by

Degartment of Legal Affairs The Capitol Tallahassee, Florida 32304 filed and recorded JAN 25 1973 to 0. R. Book 54 Page 717 Record Verified. John F. Nicholson, Clerk of Circuit Court, Marion Ca. He By \_\_\_\_\_\_ B. C.

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DB 288 Pg Y68 BACK UP DEED 1949 DMID# FOR AGEORY DEED UNL PARCEIA

Us# 47~~-

TOBE INACTIVATED

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THIS INDENTURE, Made this 15th day of \_\_\_\_\_ November A. D. 1949, between MARION COUNTY, a political subdivision of the State of Florida, party of the first part, and BOARD OF COMMISSIONERS OF STATE INSTITUTIONS OF THE STATE OF FLORIDA, an agency of the State of Florida, party of the second part,

#### WITNESSETH:

THAT WHEREAS, pursuant to Chapter 26002, Laws of Florida, Acts of 1949, authority is conferred upon the party of the first part to convey without charge to the party of the second part the hereinafter described real property, and the party of the first part having been requested to make such conveyance and it having been determined by the party of the first part that the same is for a public purpose and in the interest of the citizens and taxpayers of the party of the first part, therefore:

IN CONSIDERATION OF THE PREMISES, and of the sum of One Dollar (\$1.00) in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part the following described real property situate in Marion County, Florida, to-wit:



Beginning at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30 feet from the Southwest corner of the Northwest quarter of Section 18, Town-ship 15 South, Range 22 East, being the point of intersection of the East boundary of 24th Street with the North boundary of West Broadway, Ocala, Florida, thence North along the East boundary of 24th Street 450 feet, thence North 86 degrees 30 minutes 15 seconds East 350 feet, thence South 450 feet, to the North boundary of West Broadway, thence South 86 degrees 30 minutes 15 sec-onds West along North boundary of West Broadway 350 feet to the point of beginning;

To have and to hold the same unto the party of the second part, its successors and assigns, for the uses and purposes of the party of the second part in carrying out the functions provided by law pursuant to Chapter 25097, Laws of Florida, Acts of 1949, entitled "AN ACT creating a Board of Trustees of the Florida

State Fire College, establishing an institution to be known as the Florida State Fire College, providing for the organization, establishment, operation and management of the institution," as well as pursuant to any acts amendatory thereto.

IN WITNESS WHEREOF, the said party of the first part has executed these presents the day and year first above written.



for inthe

Signed, sealed and delivered in our presence as witnesses:

MARION COUNTY rman Commissioner Attest:

Foard of Commissioners

STATE OF FLORIDA COUNTY OF Mariner

Before me, the undersigned authority, personally appeared R. BRUCE MEFFERT and CARLYLE AUSLEY, to me well known and by me known to be the Chairman and Clerk, respectively, of the Board of County Commissioners of Marion County, Florida, and they severally acknowledged before me that they executed the foregoing instrument as such officials for the uses and purposes therein expressed for and on behalf of said Board of County Commissioners, for the purpose of giving effect thereto, and that said deed is the act and deed of said Board of County Commissioners of Marion County, Florida.

WITNESS my hand and official seal at Ocala, Marion County, Florida, this 5 day of MOTOMED , A. D. 1949 Public, State of Florida at Large My commission expires: 10-29-19,

28

53 MARION COUNTY, Grantor to DB 288, 468 FLORIDA STATE FIRE COLLEGE, Grantee. Filed for recoming the Drive stice Clerk of the Circuit Court of Marion Coupty, Florida, en the \_\_\_\_\_ day recorded 288 of allee 149 and record verifice WITNEST my hand and afficial seal CARLYLE AUSLEY, sterk / Same By, 9.0 WALLACE E. STURGIS ATTORNEY-AT-LAW OCALA, PLORIDA - RECOPIN VERIFIED

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BACKUP DEED 14456 FOR AGENCY DEED DESCRIPTION PARCEIB

BOOK 328 845. 487

THIS INDENTURE, Made and entered into this Z<sup>-</sup>day of December, 1954, by and between MARION COUNTY, a political subdivision of the State of Florida, party of the first part and BOARD OF COMMISSIONERS OF STATE INSTITUTIONS OF THE STATE OF FLORIDA, an agency of the State of Florida, party of the second part,

#### WITNESSETH:

That whereas, pursuant to Section 125.38, Florida Statutes 1953, authority is conferred upon the party of the first part to convey without charge to the party of the second part, the hereinafter described real property, and the party of the first part having been requested to make such conveyance and it having been determined by the party of the first part that the same is for a public purpose, namely, to be used to extend the existing facilities of the Florida State Fire College, therefore:

IN CONSIDERATION OF THE PREMISES and of the sum of One Dollar (\$1.00) in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, the following described real property, situate in Marion County, Florida, to-wit:

For the point of beginning, commence at a point North 41.45 feet and North 86 degrees 30 minutes 15 seconds East 30.06 feet from the Southwest corner of Northwest 1/4 of Section 18, Township 15 South, Range 22 East, thence North along the East boundary of 24th Street 539.2 feet, from the point of beginning thus described thence North along the East boundary of 24th Street 100 feet, thence North 86 degrees 30 minutes 15 seconds East 389.7 feet, thence South 100 feet, thence South 86 degrees 30 minutes 15 seconds West 389.7 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the party of the second

BOOK 328 REC 423

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part, its successors and assigns, for the uses and purposes of the party of the first part in carrying out the functions provided by law pursuant to Chapter 25097 Laws of Florida, Acts of 1949, as well as pursuant to any Acts ammendatory thereto; and if same be not used for such purposes and uses, then said real property shall revert to party of the first part.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year aforesaid.



STATE OF FLORIDA HATTY OF MARION TO INSTRUMENT FILED AND RECORDED SHART, NICHOLSON, CLERK OF THE CIRCUN COURT \_D. C 500

# 1952 DEED DB 302 PG 552 MARION CO. TO BD OF COMMISSIONERS OF STATE INSTITUTIONS



September 14, 2018

- Public Land Survey System 2006
- State Land Records (BTLDSR)

		1:2,257	
0	0.0275	0.055	0.11 mi
0	0.0425	0.085	0.17 km

Esri, HERE, Garmin, © OpenStreetMap contributors

Esri, HERE, Garmin, @ OpenStreetMap contributors, and the GIS user community Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,

Florida Department of Environmental Protection makes no warranty,expressed or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infininge privately owned rights.

Lus # 720780 THIS INDERTURE, Mado this 15th day of April, A. D. 1952, between MARICH COUNTY, & political subdivision of the State of Florida, party of the first part, and BOARD OF COMMISSIGNERS OF STATE INSTITUTIONS OF THE STATE OF PLORIDA, an agency of the State of Florida, party of the second part,

Deed (2)

# 3874

DMID#11615

WITNESSETH: THAT WHEREAS, pursuant to Chapter 26002, Laws of Florida, Acts of 1949, authority is conferred upon the party of the first part to convey without charge to the party of the second part the hereinafter described real property, and the party of the first part having been requested to make such conveyance and it having been determined by the party of the first part that the same is for a public purpose and in the interest of the citizens and taxpayers of the party of the first part, therefore:

IN CONSIDERATION OF THE PREMISES, and of the sum of One Dollar (\$1.00) in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the party of the second part the following described real property situate in Marion County, Plorica, to-wit:

> Beginning at a point north 41.45 feet and north 86" 30' 15" east 30.06 feet from the S. W. corner of NW1 of Section 18, Township 15 South, Range 22 East, thence North along east boundary of 24th street 539.2 feet, thence north 86° 30' 15" east 389.7 feet, thence south 539.2 feet, thence south 86\* 30' 15" west along north line of Broadway 389.7 feet to the point of beginning.

To have and to hold the same unto the party of the second part, its successors and  $\tilde{e}_{2}$ signs, for the uses and purposes of the party of the second part in carrying out the functions provided by law pursuant to Chapter 25097, Laws of Florida, Acts of 1949, entitled "AN ACT creating a Board of Trustees of the Florida State Fire College, establishing an institution to be known as the Florida State Fire College, providing for the organization, establishment, operation and management of the institution," as well as purguant to any acts amondatory

thereto.

18 - 155 22E

D.B. 302 J.9. 552

IN WITNESS WHEREOF, the said party of the first part has exceuted these presents the day and year first above written.

Signed, scaled and delivered	HARION COUNTY		
in our presence as witnesses:	By J. O. (Jim) Monroe		
C. M. Brakefield, Jr.	Chairman, Board of County Com-		
E. B. Lane (County Commissioner's Scal)	Attest: Carlyle Augley		
(10¢ Fla. Doc. Stamps Cancelled	d) Clerk, Board of County Commissioners		

STATE OF FLORIDA COUNTY OF MARION

Before me, the undersigned authority, personally appeared J. O. (Jim) Monroe and Carlyle Ausley, to me well known and by me known to be the Chairman and Clerk, respectively, of the Board of County Commissioners of Marion County, Florida, and they severally acknowledged before me that they executed the foregoing instrument as such officials for the uses and purposes therein expressed for and on behalf of said Board of County Commissioners, for the purpose of giving effect thereto, and that say deed is the act and deed of said Board of County Commissioner of Marion County, Florida.

WITNESS my hand and official scal at Ocala, Marion County, Plorida, this 15 day of April A. D. 1952.

E. B. Lane Notary Fublic, State of Florida at Large, My commission expires: 10-29-1953.

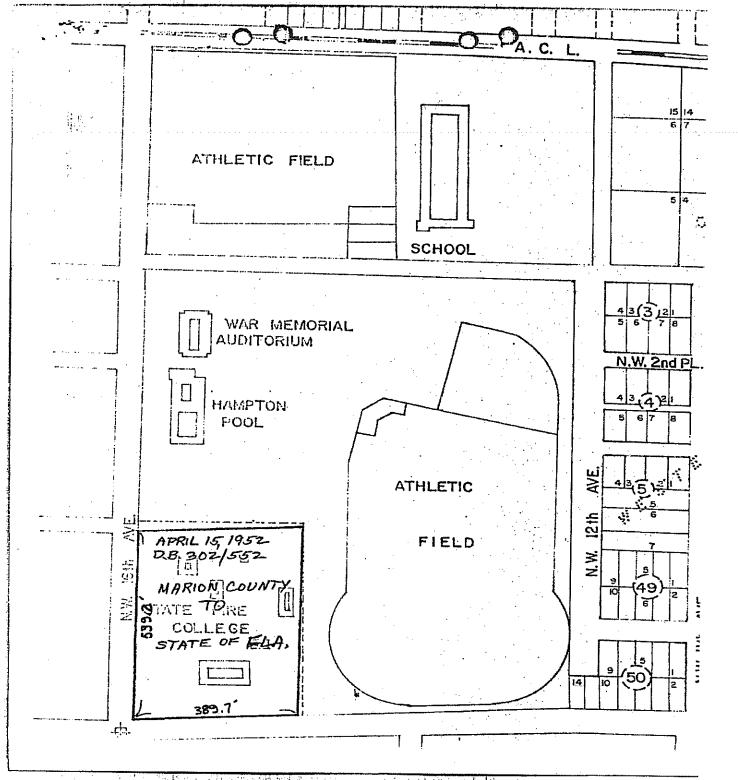
DC.

By Zarajorie Craft-

The foregoing is a true record of the original, filed and recorded May 30th, A. D., 1952. CARLYLE AUGLEY, Clerk.

CERTIFIED A TRUE COPY. JOHN F. NICHOLSON, Clerk BR Blackman, D.C.

(Notarial Scal)



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## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

- SUBJECT: Appleton Museum of Art Loan Agreement Landau Traveling Exhibitions, LLC
- INITIATOR: F. Joseph Mazur III, CPA Vice President of Administration & Finance
- DATE: February 20, 2019

## OBJECTIVE AND PERTINENT FACTS:

The Appleton Museum of Art plans to host the exhibition, "Alphonse Mucha: Master of Art Nouveau." The rental fee for this exhibit is \$35,000 with one-way shipping costs of \$3,750.

## RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with Landau Traveling Exhibitions, LLC and authorize the Board Chair to sign.



# Exhibition Title: Loan Agreement: Incoming

# AGREEMENT DATE: \_\_\_\_\_

LOAN NUMBER: L

LENDER		BORROWER	
Institution/ Individual:	Landau Traveling Exhibitions, LLC	Institution/ Individual:	District Board of Trustees of College of Central Florida as Operator of the Appleton Museum of Art
Address:	3615 Moore St., Los Angeles, CA 90066	Address:	Appleton Museum of Art 4333 E Silver Springs Blvd. Ocala, FL 34470-5001
Contact Person:	Jeff Landau	Contact Person:	David Reutter, Registrar
Telephone Number:		Telephone Number:	352.291.4455 x 1605
Fax Number:		Fax Number:	352.291.4460
Email Address:		Email Address:	reutterd@cf.edu

## DESCRIPTION OF OBJECT(S) LOANED

- <u>X</u> Objects listed in attached checklist.
- \_\_\_ Objects listed below.

Object	1
--------	---

Artist:				
Nationality:		Dates:		·····
Object Title:				
Object Date:			······	
Media:		**************************************	·······	
Dimensions:	Height:	Width:	Depth:	
Framed Dimensions:	Height:	Width:	 Depth:	
Accession Number:			······································	

# CREDIT LINE

Exact form of Lender's name or the way the Lender wishes to be named in labels/ publications:

#### INSURANCE

Insurance Value: \$ \$1,013,250

Unless otherwise specified in an attachment to this agreement, the Borrower will insure the Object(s) for a total value (U.S. Dollars) of \$ <u>\$1.013.250</u> on the terms and conditions set forth in Paragraph 9 below. (NOTE: If more than one Object is loaned and Objects are to be insured at separate value, agreed-upon insured value for each Object should be set forth on the attachment to this agreement.)

**EXHIBITION** "Alphonse Mucha Master of Art Nouveau: Selections From the Dhawan Collection from November 6, 2021 - January 9, 2022

#### LOAN PERIOD

From: 10/25/2021 To: 1/21/2022

#### TRANSPORTATION

Arrival Location:	Appleton Museum of Art		
Method of Arrival:	Fine Art Shipper		
Date Object(s) to Arrive:	10/25/2021		
Method of Return:	Fine Art Shipper	Art	·
Date Object(s) to Leave (See Paragraph 8 below)			
Method of Payment:			
Confirm Arrangements with:	David Reutter, Registrar		

## CATALOGUE AND PUBLICITY

The Lender will supply:

Publication quality digital image:	<u>X</u> yes	no
------------------------------------	--------------	----

Black/white photo: \_\_\_\_yes no

- Color slide: \_\_\_yes \_\_\_no
- Color transparency: \_\_\_\_yes \_\_\_\_no

Except to the extent of any limitations set forth below, the Lender hereby authorizes the Borrower to photograph or to reproduce the Object(s) in any other appropriate media for archival, educational and publicity purposes.

## COPYRIGHT

The Lender \_\_\_\_\_owns/ \_\_\_\_does not own the copyright to the Object(s).

If the Lender does not own the copyright, please insert:

The name and address of the owner of the copyright:

or

If such person is known to the Lender, the name and address of the last owner of the Object(s):

## CONDITIONS GOVERNING LOAN

- 1. In accordance with the Terms and Conditions printed in this agreement, the Lender agrees to loan the items (herein "Objects") referred to in the Description of Object(s), to the Borrower for the period specified.
- 2. The Lender(s) affirm(s) that to the best of his/her/their knowledge, the object(s) has/have been legally exported from its/their country of origin and/or the country where it/they was/were last legally owned and has/have been legally imported into the United States in accordance with U.S. laws and treaties. The Lender(s) warrant(s) that he/she/they/ hold(s) title to the Object(s) identified in the Description of Object(s) of this agreement or is duly authorized by the owner to loan the Object(s) to the Borrower.
- 3. Lender agrees that the Object(s) shall remain in the possession of the Borrower for the time specified in this agreement unless the Borrower notifies the Lender that it proposes to return the Object(s) at an earlier date.
- 4. For the period of the loan, the items may be displayed, stored, or otherwise utilized by the Borrower at its discretion, subject, however, to its exercising the same care in such display, use, and storage as is customary for the safekeeping of similar items owned by the Borrower.
- 5. The Borrower will exercise the same degree of care with respect to the Object(s) as it does in the care of the objects in its collection. The Borrower will not clean, restore or otherwise alter the Object(s) in any way without written consent of the Lender, unless the safety of the Object(s) makes such action imperative. If damage or deterioration or loss occurs, the Borrower will notify the Lender at once. In the event of damage, the Lender may withdraw the Object(s) from the exhibition.
- 6. The Object(s) will be transported by the method specified in this agreement. The Lender may be responsible for providing adequate packing and/or packaging for the Object(s) to insure that the Object(s) will arrive at the Borrower by the proposed method of transportation without damage, and for providing any special instructions for repacking. If damage occurs in transit, the Lender and the carrier will be notified and all packing material will be saved for inspection. The Borrower agrees that it will provide comparable packing and/or packaging for the return transportation.
- 7. Transportation costs shall be negotiated as to be paid by either the Borrower, the Lender, or shared between the Borrower and the Lender. Unless otherwise agreed upon, if the Object(s) are to be returned at the Lender's request to any address other than that from which they were shipped, the Borrower shall have the right to ask the Lender to pay any additional cost necessitated by such change.
- The date of the return shipment from the Borrower is an estimated date. The Borrower agrees to contact the Lender prior to the return shipment after transportation agreements have been made to advise the Lender of the actual date of shipment.
- 9. Unless other provisions for insurance are made, the Borrower will be responsible for insuring the Object(s) "wall to wall" under a fine arts insurance policy at the value specified in this agreement or fair market value, whichever is lower, against all risks of direct physical loss or damage from any external cause during the Borrower's custody; provided, that if the Object(s) have been fabricated and can be replaced to the artist's satisfaction, the insurance recovery shall be limited to the cost of such replacement.

The referenced fine arts policy contains the usual exclusions for loss or damage due to such causes as gradual deterioration, inherent vice, damage sustained due to any repairing, restoration, or retouching process; or damage due to war risks including invasions or hostilities, rebellion, or insurrection, confiscation by order of any government or public authority, risks or contraband or illegal transportation or trade, and nuclear damage. The Lender agrees that the amount payable by this insurance shall be the sole source of recovery available to the Lender in the event of loss or damage to the Object(s), and the Borrower shall have no liability to the Lender for any of such loss or damage. A Certificate of Insurance will be sent upon request.

If the Lender elects to maintain his/her/their own insurance, the Borrower must receive a Certificate of Insurance either naming the Borrower, as an additional insured or waiving all rights of subrogation or any claims against the Borrower. The Borrower accepts no responsibility for any error or deficiency of information furnished to the Lender's insurer or for lapses in insurance coverage. If the Lender fails to supply the Certificate of Insurance or to properly insure the Object(s), or if the insurance is waived, this agreement shall constitute a release of the Borrower from any liability for damage or loss of the Object(s).

10. The Object(s) will be returned only to the Lender at the address stated in this agreement unless other arrangements are made. If legal ownership or authority to act in behalf of the legal owner should change, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner or agent prior to the return of the Object(s), may be required to establish a legal right to receive the Object(s) by proof satisfactory to the Borrower.

If the Lender fails to take possession of the Object(s) upon request, or if all efforts to contact the Lender at the expiration of the loan period are unsuccessful, then the Borrower shall have the right, in its sole discretion, to either use the Object(s) or to place them in storage at the Lender's sole risk and expense, to charge regular storage fees therefore, and to enforce a lien for such fees. The Object(s) will be so held by the Borrower for a period of five (5) years. If after five (5) years, the Object(s) have not been reclaimed, then, and in consideration of the expense of storing and safeguarding the Object(s) during such period, the Object(s) shall be deemed an unrestricted gift to the College of Central Florida Foundation, Inc.

- 11. The Lender gives attributions, dates, valuations and other information shown on the Description of Object(s) and this agreement. Any valuations are not to be considered as appraisals made by the Borrower and its staff.
- 12. This agreement constitutes the entire understanding between the parties and may not be modified except by writing signed by the parties. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
- 13. This agreement shall be governed by the laws of the State of Florida regardless of the place of execution or performance.
- 14. <u>Amendments</u>. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.
- 15. <u>Enforcement</u>. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
- 16. <u>Notices</u>. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

Dr. James Henningsen President College of Central Florida 3001 SW College Rd Ocala, Florida 34474 Telephone: 352.873.5835 Fax: 352.873.5847

David Reutter Registrar Appleton Museum of Art 4333 E Silver Springs Blvd. Ocala, FL 34470-5001 Telephone: 352.291.4455, x1605 Fax: 352.291.4460

Or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- a) On the date delivered if by personal delivery,
- b) On the date faxed if by fax, and
- c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
- 17. <u>Attorney's Fees</u>. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such part or parties may be entitled.
- 18. <u>Counterparts</u>. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. <u>Survival of Covenant</u>. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
- 20. <u>Remedies</u>. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 21. <u>Severability Clause</u>: Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 22. <u>Waiver</u>. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 23. Special Conditions:

\$35,000.00 loan fee with \$20,000 due with signed contract, and \$15,000 plus one-way shipping costs, immediately upon delivery to & receipt of works by Exhibitor.

At least one guard will be assigned to monitor the special exhibition gallery at all times during public hours. Landau Traveling Exhibitions will provide the following materials:

- A. text panel copy
- B. label copy for the works.
- C. Images of the works for press and promotional uses
- D. 2 copies of the catalog for curatorial use

In the galleries where the Exhibition is installed and for all publicity, promotional, and educational materials, the exhibition will be identified prominently with the full title of the exhibition and with the following credit line: "Exhibition and museum tour organized by Landau Traveling Exhibitions, Los Angeles, CA."

The exhibition objects may not be filmed, taped, or digitized without express permission from LTE.

I have read and agree to the above conditions for the loan materials liste	ed in the "Description of Objects(s)."
_ LANDAU TRAVEZING EXHIBITIONS	
Lender	
Signature:	Date: (3)19
Title: DIRECTOR	

District Bo	pard of Trustees of the College of Central Florida
Signature:	
Title:	PPEB DENG

 $\bigcap$ 

Date: 2(5(49

Signature:

Date:

Title: Board Chair, Russell Branson

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## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED:February 27, 2019SUBJECT:Educational Plant Survey – Vintage Farm CampusINITIATOR:F. Joseph Mazur III, CPA<br/>Vice President of Administration & FinanceDATE:February 20, 2019

## **OBJECTIVE AND PERTINENT FACTS:**

This College administration requests the District Board of Trustees approve the attached Educational Plant Survey as required by Florida Statute Section 1013.31 and the State Requirements for Educational Facilities Section 3.1. This survey is a localized needs assessment for capital outlay purposes. The educational plant survey process is used to aid in formulating plans for housing the college's educational programs to meet the current and projected student population of the district and campus.

The Vintage Farm Campus located at 4020 SE 3rd Ave, Ocala, Florida, consists of 103 acres with 6 existing structures, VF1-House Museum, VF2-Main Barn, VF3-Animal Clinic, VF4-Maintenance Barn, VF5-Chicken Coup, and VF6-Greenhouse. The Vintage Farm was donated to the College Foundation in December 2015, and was deeded to the college in January 2018. The Florida College System, Office for Educational Facilities has approved this location as Site 5 and approved the addition to the college's facility inventory.

## **RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the Educational Plant Survey for the Vintage Farm Campus, and authorize the Board Chair to sign.



# PLANT OPERATIONS DEPARTMENT

# MEMORANDUM

To: Joe Mazur, Vice President Administration and Finance Date: February 18<sup>th</sup>, 2019 From: Tommy Morelock Signature

Re: Vintage Farm Site 5 – Educational Plant Survey

For your review / approval and District Board of Trustees Approval:

#### Item Description

This agenda item request the District Board of Trustees approval of the attached Educational Plant Survey as required by Florida Statute Section 1013.31 and the State Requirements for Educational Facilities Section 3.1. This survey is a localized needs assessment for capital outlay purposes. The educational plant survey process, is used to aid in formulating plans for housing the colleges educational programs to meet the current and projected student population of the district and campus.

#### **Overview and Background**

The Vintage Farm Campus located at 4020 SE 3<sup>rd</sup> Ave, Ocala, Florida. Consist of 103 acres with 6 existing structures, VF1-House Museum, VF2-Main Barn, VF3-Animal Clinic, VF4-Maintenance Barn, VF5-Chicken Coup, and VF6-Greenhouse. The Vintage Farm was donated to the College Foundation in December 2015, and has been formerly transferred to the college. The Florida College System, Office for Educational Facilities has approved this location as Site 5 and approved the addition to the colleges facility inventory.

#### Past Action by the Board

The current college wide 5 Year Educational Plant Five Year Survey was approved at the June 2017 District Board of Trustees.

## **Funding / Financial Implications**

The College is not committed to expend funds simply by approval of this request. Any additional action will be undertaken under the rules of the Florida Statute and State Requirements for Educational Facilities and direction from the College Administration and approval of the Board of Trustees.

College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Survey: 2 Version: 2

Status: Active Pending

# Section 11: Recommendation Details

College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey : 2 Version : 2

Active Pending

# COLLEGE WIDE RECOMMENDATIONS

NUMBER	DESCRIPTION	ESTIMATED
SR.01		COST
	Correct deficiencies relating to safety to life, health, and sanitation as identified in the comprehensive Safety Inspection Report pursuant to §4.4(1) and §5(1) SREF.	1,250,000
SR.02	Necessary modifications for the physically disabled in existing buildings recommended for continued use as provided for in §255.21 F.S.	750,000
SR.03	Replacement of roofs at existing facilities as provided in §1.2(55) SREF and §423.12 Florida Building Code.	800,000
SR.04	Replace or purchase of equipment for existing facilities pursuant to §1.2(55) SREF.	2,500,000
SR.05	Provide for sanitation facilities for students, staff, and the public pursuant to §5(1) SREF and §423.2 Florida Building Code.	1,000,000
SR.06	Provide for custodial facilities pursuant to §423.20 Florida Building Code.	250,000
	Total :	6,550,000

COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT

Site No:

Site Name: OCALA CAMPUS

1

#### SITE RECOMMENDATIONS

NUMBER	R DESCRIPTION	ESTIMATE D COST
1.001	Acquire parcels of land, with improvements, adjacent and near adjacent to Ocala Campus approximately thirty-five (35) acres.	1,000,000
1.002	Develop newly acquired property; approximately thirty- five (35) adjacent and near adjacent acres to be purchased with all necessary improvements to include utilities, roads, and water management.	7,000,000
1.003	Construct 1000 vehicle parking spaces with; hard surface, positive drainage, curbing, illumination, and xeriscape landscaping.	3,000,000
1.004	Construct open air (uncovered) concrete amphitheater with tiered concrete seating and electrical services, for student activities; approximately 6,000 NSF. This would also include an area designated as Student Services Plaza in the new updated Campus Master Plan.	500,000
1.005	Construct completion campus-wide infrastructure to include; electrical distribution, domestic and fire water service, telecommunications and systems for wireless communications, related equipment, electronic reader display, and security systems including security lighting.	3,000,000
1.006	Construct completion of campus-wide irrigation system to include; installation of pumping stations, irrigation lines and automation of all valves.	1,000,000
1.007	Construct covered walkway adjacent to and connecting groups of buildings.	1,200,000
1.008	Renovate interior campus sidewalks between buildings.	750,000
1.009	Construct campus wide storm water management improvements to include; berms, underground drainage mechanisms and storm water retention areas.	1,300,000
1.010	Construct a composite rubberized/asphalt training track to include; illumination, restrooms, and exercise stations; for physical education, and employee wellness programs; approximately 16 feet wide by 2,640 feet long.	750,000
1.011	Construct a composite rubberized/asphalt training track separate from public use for Law enforcement training to include; illumination, restrooms, and exercise stations; with specific training buildings for Law Enforcement; approximately 16 feet wide by 2,640 feet long.	1,000,000

## College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey: 2 Version: 2

Active Pending

# SITE RECOMMENDATIONS

		ESTIMATE D COST
1.013	submitted Castaldi reports on file for each building and an OEF concurrence letter dated 11/9/17 is on file). Replacement/relocation of Buildings 21 22, by Sustainable Relocation Facilities Program as described in Castaldis and reference in the concurrence letter will be added as site recommendations to the new Agriculture Business Spot Survey to be conducted after this Current Survey approval. Building 23 has been determined to remain in its existing location and be repurposed as Additional Central Energy Plant on the north end of the Ocala Campus	2,500,00
1.014	Construct softball and baseball fields with covered seating and illumination for college athletics.	1,000,000
1.015	Construct new chiller plant and complete additions to campus-wide chilled water loop with distribution piping to include; ice storage.	12,000,000
1.016	Renovate campus-wide, existing exterior lighting for roadways and parking lots.	1,500,000
1.017	Renovate campus-wide, existing exterior signs, maps and directories.	
1.018	Renovate existing campus-wide underground utilities systems to include; water lines, sewage lines, lift stations, and site drainage; 24,000 linear feet.	500,000
1.019	Renovate existing two-lane loop roadway for diversity of the	2,000,000
1.020		3,000,000
1.021	Renovate campus-wide, existing HVAC electronic energy management systems to include fiber-optic interface.	1,000,000
	Renovate campus-wide, existing energy management systems to include energy efficient windows and doors.	1,000,000
1.022	Renovate campus-wide, existing exterior walls of facilities to include; waterproofing and sealing of all caulking joints.	1,000,000
1.023	Renovate campus-wide, existing parking areas and roadways to include; resurfacing and re-striping; approximately 600,000 square feet.	2,000,000
1.024	Renovate campus-wide, existing telecommunications systems to include; installation of phone switch hardware/software, handsets, network backbone of cabling and inter/intra-building raceways; approximately 500,000 linear feet.	1,800,000
1.025	Renovate campus-wide, existing data-communications system to include; increased capacity servers, hubs, advanced network switching equipment, cabling backbone and inter/intra-building raceways; 500,000 linear feet.	2,000,000
1.026	Renovate campus-wide, existing utilities services; exterior and interior to building systems.	750 000
1.027	Renovate campus-wide, existing fire and security alarm systems to include; installation of state-of-the art electronic monitoring, distribution, keyless entry, and reporting systems.	750,000 750,000
1.028	Renovate campus-wide, existing chiller water system.	
1.029	Renovate interior campus access road Boulevard (Campus access road) to re-aline to new Ocala Campus Master Plan.	4,000,000 3,000,000
1.030	Construct indoor firing range in association with the Law Enforcement/Corrections programs to include; range (4,800 NSF), student shower, locker, and toilet areas (1,400 NSF), related instruction classroom (525 NSF) and arms storage (500 NSF); (7,225 NSF, 10,262 GSF). Note SF developed from SREF Standards.	5,000,000
	OCALA CAMPUS Total :	65,300,000
	NEW CONSTRUCTION / REMODEL / RENOVATE	
MBER	DESCRIPTION	TIMATED

1.050 New Construction: Adding Vocational Labs (20 SS), (3755 NSF), (5334 GSF); Dental Hygiene (3755 NSF)

COST

1,439,910

College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey : 2 Version : 2

Active Pending

NUMBED	DESCRIPTION	
		ESTIMATED COST
1.051	New Construction: Adding Vocational Labs (20 SS), (5565 NSF), (7905 GSF); Cardiopulmonary Technology (5565 NSF)	2,134,080
1.052	New Construction: Adding Non-Vocational Labs (20 SS), (1690 NSF), (2400 GSF); College Prepatory (1690 NSF)	648,000
1.053	New Construction: Adding Non-Vocational Labs (20 SS), (2940 NSF), (4176 GSF); Preparation for the GED Test (2940 NSF)	1,127,250
1.057	New Construction: Adding Non-Vocational Labs (80 SS), (5100 NSF), (7244 GSF); Physical Sciences (5100 NSF)	1,955,880
1.062	New Construction: Adding Non-Vocational Labs (120 SS), (7875 NSF), (11186 GSF); Biological Sciences (7875 NSF)	3,019,950
	Remodeling Building Number - 5, Building Name - STUDENT UNION/PAT. C: Adding Classrooms (200 SS), (5600 NSF), (7954 GSF); Non-Vocational Labs (20 SS), (1000 NSF), (1420 GSF); Vocational Labs (90 SS), (6920 NSF), (9829 GSF); Office (2000 NSF), (2841 GSF); Circulation (7944 NSF), (11284 GSF); Mechanical/Sanitation (6000 NSF), (6522 GSF); Classroom (5600 NSF, 200 SSC), Computer & Information Systems (1000 NSF, 20 SSC), Business Data Processing (6920 NSF, 90 SSC), Office (2000 NSF), Mechanical / Sanitation (6000 NSF), Circulation (7944 NSF) and Removing (0 SS), (29464 NSF) Room 100 (1426 NSF), Room 1004 (294 NSF), Room 1008 (322 NSF), Room 100C (48 NSF), Room 1000 (1426 NSF), Room 1004 (50 NSF), Room 1016 (32 NSF), Room 100C (48 NSF), Room 1010 (149 NSF), Room 1010 (50 NSF), Room 1014 (176 NSF), Room 1016 (170 NSF), Room 1010 (146 NSF), Room 1011 (979 NSF), Room 1014 (176 NSF), Room 1012 (170 NSF), Room 1016 (296 NSF), Room 1012 (2054 NSF), Room 1024 (198 NSF), Room 1028 (232 NSF), Room 102C (97 NSF), Room 1022 (95 NSF), Room 1028 (232 NSF), Room 1022 (95 NSF), Room 1027 (95 NSF), Room 1022 (96 NSF), Room 1021 (95 NSF), Room 1022 (95 NSF), Room 1024 (198 NSF), Room 1027 (95 NSF), Room 1022 (128 NSF), Room 1024 (127 NSF), Room 1024 (128 NSF), Room 1024 (129 NSF), Room 1027 (147 NSF), Room 1026 (234 NSF), Room 1074 (42 NSF), Room 1028 (48 NSF), Room 1027 (147 NSF), Room 1036 (214 NSF), Room 1074 (42 NSF), Room 2004 (195 NSF), Room 1026 (165 NSF), Room 2006 (216 NSF), Room 2000 (1450 NSF), Room 2010 (146 NSF), Room 2016 (216 NSF), Room 2006 (216 NSF), Room 2000 (145 NSF), Room 2016 (153 NSF), Room 2016 (93 NSF), Room 2014 (164 NSF), Room 2016 (93 NSF), Room 2016 (93 NSF), Room 2016 (153 NSF), Room 2016 (93 NSF), Room 2014 (164 NSF), Room 2016 (93 NSF), Room 2016 (154 NSF), Room 2016 (93 NSF), Room 2017 (157 NSF), Room 2014 (142 NSF), Room 2016 (93 NSF), Room 2011 (156 NSF), Room 2016 (93 NSF), Room 2011 (157 NSF), Room 2014 (150 NSF), Room 2016 (93 NSF), Room 2011 (156 NSF), Room 2016 (93 NSF), Room 2017 (157 NSF), Ro	3,977,640

College:

3-COLLEGE OF CENTRAL FLORIDA

NUMBER DESCRIPTION

# Survey:

Status:

Survey: 2 Version: 2

Active Pending

NUMBER	DESCRIPTION	ESTIMATED COST
	Remodeling Building Number 40, Building Name - CENTURY CENTER : Adding Student Services (19591 NSF), (27827 GSF): Office (16000 NSF), (2226 GSF): Circulation (17841 NSF), Office (16000 NSF), Mechanical/Sanitation (3000 NSF), (2216 GSF): Circulation (17841 NSF) and Removing (373 SS), (56432 NSF), Room 1000 (1854 NSF), Room 100A (1292 NSF), Room 100B (79 NSF), Room 100C (56 NSF), Room 1000 (1864 NSF), Room 100A (1292 NSF), Room 100B (79 NSF), Room 100U (180 NSF), Room 100D (54 NSF), Room 100C (633 NSF), Room 100B (513 NSF), Room 100J (181 NSF), Room 100P (57 NSF), Room 100C (635 NSF), Room 100S (517 NSF), Room 100X (238 NSF), Room 100P (57 NSF), Room 100C (635 NSF), Room 100S (517 NSF), Room 101A (110 NSF), Room 101B (241 NSF), Room 1012 (233 NSF), Room 1014 (1160 NSF), Room 101E (230 NSF), Room 1012 (119 NSF), Room 1012 (233 NSF), Room 102A (236 NSF), Room 1012 (205 NSF), Room 1012 (119 NSF), Room 1020 (533 NSF), Room 102A (236 NSF), Room 1012 (148 NSF), Room 1028 (88 NSF), Room 1028 (218 NSF), Room 1032 (200 NSF), Room 1032 (148 NSF), Room 1038 (88 NSF), Room 1032H (218 NSF), Room 1032 (206 NSF), Room 105 (248 NSF), Room 1038 (88 NSF), Room 1032H (218 NSF), Room 104B (131 NSF), Room 105 (368 NSF), Room 104 (238 NSF), Room 1044 (113 NSF), Room 104B (131 NSF), Room 105 (368 NSF), Room 1054 (515 NSF), Room 1056 (115 NSF), Room 104B (131 NSF), Room 105 (131 NSF), Room 1074 (192 NSF), Room 1068 (61 NSF), Room 1086 (61 NSF), Room 1056 (113 NSF), Room 1074 (192 NSF), Room 1066 (63 NSF), Room 1066 (333 NSF), Room 1086 (315 NSF), Room 1086 (317 NSF), Room 1086 (315 NSF), Room 1086 (317 NSF), Room 1066 (333 NSF), Room 1086 (315 NSF), Room 2004 (328 NSF), Room 2004 (328 NSF), Room 2004 (328 NSF), Room 2005 (333 NSF), Room 2014 (126 NSF), Room 2016 (253 NSF), Room 2016 (253 NSF), Room 2016 (253 NSF), Room 2016 (263 NSF), Room 2016 (263 NSF), Room 2016 (263 NSF), Room 2016 (273 NSF), Room 2016 (263 NSF), Room 2010 (265 NSF), Room 2016 (268 N	7,618,320

College:

3-COLLEGE OF CENTRAL FLORIDA

#### Survey:

Status:

Survey: 2 Version: 2

Active Pending

NUMBER	DESCRIPTION	
		ESTIMATED COST
1.066	<ul> <li>1.066 Remodeling Building Number - 19, Building Name - HEALTH SCIENCE : Adding Classrooms (200 SS), (5600 NSF), (7954 GSF); Vocational Labs (25 SS), (8690 NSF), (12343 GSF); Office (5000 NSF), (7102 GSF); Custodial (300 NSF), (426 GSF); Circulation (4502 NSF), (6395 GSF); Mechanical/Sanitation (1000 NSF), (1420 GSF); Classroom (5600 NSF, 200 SSC), Law Enforcement (6185 NSF, 10 SSC), Correctional Officer (2505 NSF, 15 SSC), Office (5000 NSF), Custodial (300 NSF), Mechanical / Sanitation (1000 NSF), Circulation (4502 NSF) and Removing (230 SS), (25092 NSF) Room 100 (3602 NSF), Room 100A (76 NSF), Room 101 (1281 NSF), Room 101A (318 NSF), Room 102 (48 NSF), Room 102A (76 NSF), Room 102E (139 NSF), Room 102C (12 NSF), Room 102 (48 NSF), Room 102A (91 NSF), Room 102E (139 NSF), Room 102G (96 NSF), Room 102D (96 NSF), Room 1032 (182 NSF), Room 102E (198 NSF), Room 1032G (96 NSF), Room 104A (210 NSF), Room 103 (182 NSF), Room 104C (102 NSF), Room 104B (105 NSF), Room 104C (102 NSF), Room 104A (100 NSF), Room 104F (100 NSF), Room 104C (102 NSF), Room 104D (102 NSF), Room 104A (210 NSF), Room 104F (100 NSF), Room 104C (102 NSF), Room 106 (1107 NSF), Room 106A (50 NSF), Room 104F (100 NSF), Room 107 (85 NSF), Room 108 (1085 NSF), Room 106A (106 NSF), Room 108B (165 NSF), Room 108C (700 NSF), Room 1108 (165 NSF), Room 1108 (165 NSF), Room 110A (104 NSF), Room 1108 (165 NSF), Room 1108 (165 NSF), Room 110A (104 NSF), Room 1108 (165 NSF), Room 1112 (1337 NSF), Room 112A (109 NSF), Room 1118 (216 NSF), Room 113A (116 NSF), Room 113B (256 NSF), Room 113C (128 NSF), Room 1144 (1335 NSF), Room 115A (98 NSF), Room 115B (97 NSF), Room 115C (100 NSF), Room 115A (98 NSF), Room 115B (97 NSF), Room 116 (717 NSF), Room 117 (424 NSF), Room 115A (98 NSF), Room 115B (97 NSF), Room 116 (717 NSF), Room 1174 (424 NSF), Room 115E (99 NSF), Room 115B (97 NSF), Room 116C (100 NSF), Room 1142 (137 NSF), Room 1152 (101 NSF), Room 1154 (99 NSF), Room 1155 (100 NSF), Room 1155 (100 NSF), Room 1154 (99 NSF), Room 1156 (90 NSF), Room 11</li></ul>	
1.067	Remodeling Building Number - 9, Building Name - INSTRUCTIONAL CENTER: Adding Vocational Labs (5 SS), (2465 NSF), (3501 GSF); Emergency Medical Tech. (2465 NSF, 5 SSC) and Removing (16 SS), (1297 NSF) Room 101 (902 NSF), Room 101A (96 NSF), Room 101B (154 NSF), Room 101C (26 NSF), Room 101D (119 NSF)	332,775
	Remodeling Building Number - 3, Building Name - LEARNING RESOURCES C: Adding Non- Vocational Labs (9 SS), (505 NSF), (717 GSF); Library/Study (12029 NSF), (17086 GSF); Office (4000 NSF), (5682 GSF); Custodial (300 NSF), (426 GSF); Mechanical/Sanitation (1000 NSF), (1420 GSF); Computer & Information Systems (505 NSF, 9 SSC), Office (4000 NSF), Custodial (300 NSF), Mechanical / Sanitation (1000 NSF), Library / Study (12029 NSF) and Removing (9 SS), (30674 NSF) Room 100 (2035 NSF), Room 101A (282 NSF), Room 101C (164 NSF), Room 101D (154 NSF), Room 103 (565 NSF), Room 104 (833 NSF), Room 104A (42 NSF), Room 104B (42 NSF), Room 103 (565 NSF), Room 104D (147 NSF), Room 104E (220 NSF), Room 104F (355 NSF), Room 106 (2840 NSF), Room 106A (148 NSF), Room 107 (169 NSF), Room 108 (1997 NSF), Room 108A (137 NSF), Room 108B (192 NSF), Room 108C (114 NSF), Room 108D (137 NSF), Room 108E (119 NSF), Room 109 (169 NSF), Room 110 (193 NSF), Room 117E (66 NSF), Room 102 (170 NSF), Room 163 (48 NSF), Room 164 (3576 NSF), Room 165 (357 NSF), Room 200 (165 NSF), Room 201 (12368 NSF), Room 202 (405 NSF), Room 205 (513 NSF), Room 206 (140 NSF), Room 207 (118 NSF), Room 208 (169 NSF), Room 209 (169 NSF), Room 212 (88 NSF), Room 213 (67 NSF), Room 214 (125 NSF), Room 215 (125 NSF), Room 216 (125 NSF), Room 217 (128 NSF), Room 219 (420 NSF), Room 219A (100 NSF)	4,140,990
1.069	Renovating Building Number - 5, Building Name - STUDENT UNION/PAT. C (0 SS), (9588 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 103 (4190 NSF), Room 103A (486 NSF), Room 103B (1071 NSF), Room 103C (580 NSF), Room 103D (122 NSF), Room 103E (103 NSF), Room 103F (85 NSF), Room 103G (47 NSF), Room 103H (207 NSF), Room 103I (537 NSF), Room 103J (80 NSF), Room 104 (1294 NSF), Room 105 (786 NSF)	862,920
     	Renovating Building Number - 71, Building Name - THE WEBBER CENTER (0 SS), (8548 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100 (333 NSF), Room 100A (81 NSF), Room 100B (182 NSF), Room 100C (170 NSF), Room 100D (82 NSF), Room 101 (1944 NSF), Room 102 (416 NSF), Room 103 (434 NSF), Room 103A (110 NSF), Room 103B 194 NSF), Room 103C (30 NSF), Room 104 (254 NSF), Room 104A (141 NSF), Room 104B (91 NSF), Room 104C (21 NSF), Room 104D (525 NSF), Room 104E (20 NSF), Room 105 (2555 NSF), Room 105A (336 NSF), Room 106 (269 NSF), Room 107 (139 NSF), Room 108 (221 NSF)	769,320

Colleg 3-COLLI	e: EGE OF CENTRAL FLORIDA	<b>Survey:</b> Survey : 2 Version : 2	Status: Active Pending
	NEW CONSTRUCT	TION / REMODEL / RENOVATE	
NUMBEI	R DESCRIPTION		ESTIMATED COST
1.071	Renovating Building Number - 68, Building N Apply Painting, Floor Cover, Electrical, Lighti NSF), Room 102 (126 NSF)	ame - SOFTBALL BATTING CAG (0 SS), (30 ng, Retrofit for Technology, Other to Room	
1.072	Renovating Building Number - 67, Building Na Apply Painting, Floor Cover, Electrical, Plumb 101 (3103 NSF)	ame - BASEBALL BATTING CAG (0 SS), (31 ing, Lighting, Retrofit for Technology, Other t	03 NSF) 279,270 o Room
1.073	Renovating Building Number - 66, Building Na Apply Painting, Floor Cover, Electrical, Plumb Alarm Systems, Retrofit for Technology, Othe Room 102 (78 NSF), Room 103 (59 NSF) Room 106 (27 NSF), Room 107 (33 NSF)	ing, Windows, Lighting, HVAC Systems, Bell r to Room 100 (445 NSF), Room 101 (2 ) Room 104 (205 NSF), Room 105 (40)	/Fire
1.074	Renovating Building Number - 65, Building Na Apply Painting, Floor Cover, Electrical, Plumbi Alarm Systems, Retrofit for Technology, Other Room 102 (35 NSF), Room 103 (36 NSF)	Ing, Windows, Lighting, HVAC Systems, Bell	Fire
1.075	Renovating Building Number - 64, Building Na Apply Painting, Floor Cover, Electrical, Plumbi Alarm Systems, Retrofit for Technology, Other Room 102 (63 NSF), Room 103 (881 NSF Room 103C (100 NSF), Room 104 (104 NS Room 107 (140 NSF), Room 104 (104 NS Room 107 (140 NSF), Room 108 (434 NS Room 109 (358 NSF), Room 110 (217 NS Room 201A (53 NSF), Room 201B (67 NSF Room 202A (24 NSF)	ng, Windows, Lighting, HVAC Systems, Bell/ to Room 100 (184 NSF), Room 101 (23 ), Room 103A (46 NSF), Room 103B (22 SF), Room 105 (38 NSF), Room 106 (38 F), Room 108A (543 NSF), Room 108B ( SE) Room 150 (52 NSF), Room 108B (	Fire 32 NSF), 3 NSF), 3 NSF), 40 NSF),
1.076	Renovating Building Number - 62, Building Nar Apply Painting, Floor Cover, Electrical, Window	ne - HANDBALL COURTS (0 SS), (357 N /s, Lighting, Other to Room 101 (357 NSF)	SF) 32,130
1.077	Renovating Building Number - 60, Building Nan Apply Painting, Floor Cover, Electrical, Plumbin Alarm Systems, Retrofit for Technology, Other Room 101B (34 NSF), Room 102 (36 NSF)	lg, Windows, Lighting, HVAC Systems, Bell/F	ire
1.078	Renovating Building Number - 59, Building Nam Painting, Floor Cover, Electrical, Plumbing, Win Systems, Retrofit for Technology, Other to Roo 101A (100 NSF), Room 102 (206 NSF), Ro	dows, Lighting, HVAC Systems, Bell/Fire Ala	
1.079	Renovating Building Number - 58, Building Nam Apply Painting, Floor Cover, Electrical, Plumbing Alarm Systems, Retrofit for Technology, Other to Room 102 (690 NSF)	O Windows Lighting UVAC Sustainty o up	• • • • • • • •

Colleg		Survey:	Status:
3-COLLI	EGE OF CENTRAL FLORIDA	Survey : 2 Version : 2	Active Pending
	NEW CONSTRUC	TION / REMODEL / RENOVATE	· · · · · · · · · · · · · · · · · · ·
NUMBE	R DESCRIPTION		ESTIMATED COST
1.080	Renovating Building Number - 57, Building N Apply Painting, Floor Cover, Electrical, Plum Alarm Systems, Retrofit for Technology, Oth Room 102 (581 NSF), Room 102A (160 NSF), Room 105 (207 NSF), Room 201	loing, Windows, Lighting, HVAC Systems, B er to Room 101 (306 NSF), Room 101A	2250 NSF) 1,102,500 ell/Fire
1.081	Renovating Building Number - 56, Building N Apply Painting, Floor Cover, Electrical, Plum Alarm Systems, Retrofit for Technology, Oth Room 102A (80 NSF)		
1.082	Renovating Building Number - 55, Building N Painting, Floor Cover, Electrical, Plumbing, V Systems, Retrofit for Technology, Other to R 102 (333 NSF), Room 103 (30 NSF), Ro 106 (280 NSF), Room 145 (45 NSF)	Vindows, Lighting, HVAC Systems, Bell/Fire	Alarm
1.083	Renovating Building Number - 54, Building Na Apply Painting, Floor Cover, Electrical, Plumb Alarm Systems, Retrofit for Technology, Othe Room 107 (800 NSF)	VIDA Mindowa Lightigg three of the	
1.084	Renovating Building Number - 51, Building Na Apply Painting, Floor Cover, Electrical, Plumb Alarm Systems, Retrofit for Technology, Othe NSF), Room 102 (76 NSF), Room 103 (2	to Room 101 (7615 NOT) D	
1.085	Renovating Building Number - 18, Building Na Apply Painting, Floor Cover, Electrical, Plumbi Alarm Systems, Retrofit for Technology, Other Room 101 (340 NSF), Room 102 (81 NSF Room 105 (616 NSF), Room 102 (81 NSF Room 105 (616 NSF), Room 105A (172 N Room 108 (43 NSF), Room 109 (43 NSF) Room 112 (128 NSF), Room 109 (43 NSF) Room 112 (128 NSF), Room 113 (37 NSF Room 112 (128 NSF), Room 113 (216 NSF Room 117 (84 NSF), Room 118 (216 NSF Room 121 (117 NSF), Room 122 (59 NSF Room 125 (26 NSF), Room 126 (26 NSF) Room 129 (977 NSF)	Ing, Windows, Lighting, HVAC Systems, Bel to Room 100 (1168 NSF), Room 100A F), Room 103 (28 NSF), Room 104 (28 SF), Room 105 (34 NSF), Room 107 (7 , Room 110 (48 NSF), Room 111 (50 K F), Room 115 (320 NSF), Room 116 (5 F), Room 119 (140 NSF), Room 120 (4 F), Room 123 (58 NSF), Room 120 (4)	I/Fire (74 NSF), NSF), 72 NSF), 95F), 0 NSF), 0 NSF),
	Renovating Building Number - 16, Building Nat Apply Floor Cover, Electrical, Plumbing, Windo Systems, Retrofit for Technology, Other, Painti NSF), Room 100B (173 NSF), Room 101 ( (108 NSF), Room 104 (108 NSF), Room 10 (149 NSF), Room 104 (108 NSF), Room 11 (149 NSF), Room 108 (149 NSF), Room 1 110A (300 NSF), Room 111 (149 NSF), Roo 114 (330 NSF), Room 115 (60 NSF), Roo 118 (140 NSF), Room 119 (140 NSF), Roo 122 (285 NSF), Room 123 (174 NSF), Roo Room 150 (44 NSF), Room 151 (44 NSF),	ws, Lighting, HVAC Systems, Bell/Fire Alar, ng to Room 100 (2730 NSF), Room 100 (200 NSF), Room 102 (108 NSF), Room 05 (108 NSF), Room 106 (149 NSF), Ro 09 (212 NSF), Room 106 (1170 NSF), Ro 09 (212 NSF), Room 110 (1170 NSF), Ro 112 (149 NSF), Room 113 (149 NSF) m 116 (121 NSF), Room 117 (126 NSF) 0m 120 (143 NSF), Room 121 (169 NSF) 0m 120 (143 NSF), Room 121 (169 NSF) 0m 120 (1102 NSF)	m /A (140 103 poom 107 Room /F), Room /), Room

**College:** 

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Survey: 2 Version: 2

Status:

Active Pending

369,000

315.090

#### **NEW CONSTRUCTION / REMODEL / RENOVATE** NUMBER DESCRIPTION ESTIMATED COST 1.087 Renovating Building Number - 12, Building Name - AQUATIC CENTER (0 SS), (4100 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100 (622 NSF), Room 100A (43 NSF), Room 100B (272 NSF), Room 100C (134 NSF), Room 100D (22 NSF), Room 100A (45 NSF), Room 101A (27 NSF), Room 102 (103 NSF), Room 103 (1044 NSF), Room 104 (1045 NSF), Room 150 (595 NSF), Room 150A (24 NSF) 1.088 Renovating Building Number - 11, Building Name - BUS. SUPPORT/VETERAN (0 SS), (3501 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100 (816 NSF), Room 100A (18 NSF), Room 101 (316 NSF), Room 101A (118 NSF), Room 101B (103 NSF), Room 101C (103 NSF), Room 101C (103 NSF), Room 101D (61 NSF), Room 102 (724 NSF), Room 103 (51 NSF), Room 104 (53 NSF), Room 106 (128 NSF), Room 107 (179 NSF), Room 108 (385 NSF), Room 108A (77 NSF), Room 109 (120 NSF), Room 150 (103 NSF), Room 151 (146 NSF) 1.089 Renovating Building Number - 9, Building Name - INSTRUCTIONAL CENTER (124 SS), (11731 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, 1,055,790 Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100 (1429 NSF), Room 100A Definite Alarin Systems, Retront for recinology, Other to Room 100 (1429 NSF), Room 100A (97 NSF), Room 100B (53 NSF), Room 100C (200 NSF), Room 100D (237 NSF), Room 100E (264 NSF), Room 102 (192 NSF), Room 102A (140 NSF), Room 102B (180 NSF), Room 103 (533 NSF), Room 103A (75 NSF), Room 104 (244 NSF), Room 102B (180 NSF), Room 106 (596 NSF), Room 107A (175 NSF), Room 107A (110 NSF), Room 107B (175 NSF), Room 107C (118 NSF), Room 107D (83 NSF), Room 108 (684 NSF), Room 108A (75 NSF), Room 107D (118 NSF), Room 107B (175 NSF), Room 108 (684 NSF), Room 108A (75 NSF), Room 107D (118 NSF), Room 107D (110 NSF), Room 108 (120 NSF), Room 108A (75 NSF), Room 108 (120 NSF), Room 108A (75 (75 NSF), Room 1070 (114 NSF), Room 1090 (75 NSF), Room 100 (00+ NSF), Room 100A (75 NSF), Room 109 (785 NSF), Room 109A (75 NSF), Room 110 (760 NSF), Room 110A (88 NSF), Room 111 (114 NSF), Room 112 (111 NSF), Room 113 (111 NSF), Room 114 (111 NSF), Room 150A (826 NSF), Room 151 (271 NSF), Room 114 (111 NSF), Room 150A (826 NSF), Room 151 (271 NSF), Room 151A (504 NSF), Room 152 (42 NSF), Room 153 (1034 NSF)

1.090 Renovating Building Number - 10, Building Name - PLANT OPERATIONS (0 SS), (5743 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Apply Painting, Floor Gover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100 (128 NSF), Room 101 (302 NSF), Room 101A (73 NSF), Room 101B (125 NSF), Room 102 (207 NSF), Room 103 (86 NSF), Room 103A (436 NSF), Room 104 (161 NSF), Room 105 (178 NSF), Room 106 (527 NSF), Room 106A (252 NSF), Room 107 (185 NSF), Room 108 (192 NSF), Room 109 (223 NSF), Room 110 (370 NSF), Room 111 (193 NSF), Room 111A (225 NSF), Room 114 (414 NSF), Room 115 (600 NSF), Room 116 (68 NSF), Room 117 (231 NSF), Room 117A (118 NSF), Room 117B (54 NSF), Room 117C (8 NSF), Room 117D (4 NSF), Room 118 (275 NSF), Room 119 (108 NSF) (275 NSF), Room 119 (108 NSF)

516,870

College:

3-COLLEGE OF CENTRAL FLORIDA

NUMBER DESCRIPTION

## Survey:

Survey: 2 Version: 2

Status: Active Pending

# NEW CONSTRUCTION / REMODEL / RENOVATE

 DESCRIPTION	ESTIMATED COST
Renovating Building Number - 4, Building Name - FINE ARTS/COMMUNICAT (175 SS), (45969 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 100D (2307 NSF), Room 100A (54 NSF), Room 100B (78 NSF), Room 100C (100 NSF), Room 100D (37 NSF), Room 100E (43 NSF), Room 101A (130 NSF), Room 101B (256 NSF), Room 101D (105 NSF), Room 103 (135 NSF), Room 103A (126 NSF), Room 1014 (535 NSF), Room 104A (85 NSF), Room 105 (257 NSF), Room 106 (192 NSF), Room 107 (168 NSF), Room 108 (162 NSF), Room 109 (163 NSF), Room 110 (73 NSF), Room 110A (936 NSF), Room 111 (169 NSF), Room 112 (75 NSF), Room 113 (222 NSF), Room 114 (75 NSF), Room 116 (71 NSF), Room 112 (75 NSF), Room 113 (222 NSF), Room 119 (77 NSF), Room 120 (111 NSF), Room 121 (58 NSF), Room 1122 (1556 NSF), Room 122A (80 NSF), Room 122B (80 NSF), Room 121 (58 NSF), Room 122 (1556 NSF), Room 123 (1131 NSF), Room 122B (80 NSF), Room 122C (61 NSF), Room 124 (2896 NSF), Room 123 (1131 NSF), Room 125A (92 NSF), Room 126 (323 NSF), Room 127 (152 NSF), Room 128 (244 NSF), Room 128 (30 NSF), Room 132 (163 NSF), Room 132 (195 NSF), Room 133 (2431 NSF), Room 134 (195 NSF), Room 135 (191 NSF), Room 135A (87 NSF), Room 135B (186 NSF), Room 134 (195 NSF), Room 137 (658 NSF), Room 139 (480 NSF), Room 138A (193 NSF), Room 138B (52 NSF), Room 137 (658 NSF), Room 139 (480 NSF), Room 138A (193 NSF), Room 138B (52 NSF), Room 137 (658 NSF), Room 139 (480 NSF), Room 139A (256 NSF), Room 1424 (1404 NSF), Room 1039 (430 NSF), Room 201 (142 NSF), Room 202 (143 NSF), Room 202A (87 NSF), Room 203 (40 NSF), Room 204 (160 NSF), Room 204 (100 NSF), Room 204B (200 NSF), Room 205 (746 NSF), Room 204 (100 NSF), Room 204 (100 NSF), Room 204B (200 NSF), Room 205 (746 NSF), Room 204 (100 NSF), Room 204 (100 NSF), Room 204B (200 NSF), Room 205 (746 NSF), Room 207 (683 NSF), Room 204 (100 NSF), Room 204B (200 NSF), Room 205 (746 NSF), Room 207 (683 NSF), Room 207 (75 NSF), Room 206 (110 NSF), Room 207 (75 NSF	4,137,210

 1.092 Renovating Building Number - 3, Building Name - LEARNING RESOURCES C (29 SS), (12874 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 101 (3584 NSF), Room 101B (20 NSF), Room 101E (148 NSF), Room 101F (145 NSF), Room 101G (672 NSF), Room 101H (146 NSF), Room 101J (662 NSF), Room 101K (734 NSF), Room 111 (101 NSF), Room 112 (743 NSF), Room 112A (110 NSF), Room 112B (260 NSF), Room 113 (400 NSF), Room 113A (92 NSF), Room 113B (195 NSF), Room 115 (477 NSF), Room 117 (444 NSF), Room 117A (206 NSF), Room 117B (145 NSF), Room 117C (175 NSF), Room 117D (547 NSF), Room 117F (97 NSF), Room 117G (110 NSF), Room 117H (154 NSF), Room 117J (154 NSF), Room 117K (148 NSF), Room 119 (196 NSF), Room 121 (193 NSF), Room 160 (107 NSF), Room 160A (48 NSF), Room 160B (52 NSF), Room 161 (136 NSF), Room 166 (608 NSF), Room 203 (178 NSF), Room 204 (200 NSF), Room 210 (91 NSF), Room 211 (200 NSF), Room 218 (196 NSF)

1,158,660

**College:** 

3-COLLEGE OF CENTRAL FLORIDA

NUMBER DESCRIPTION

#### Survey:

Status:

Survey : 2 Version : 2

Active Pending

**ESTIMATED** 

## NEW CONSTRUCTION / REMODEL / RENOVATE

		COST
<ul> <li>1.093 Renovating Building Number - 2, Building Name - SCIENCE. NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Wind Bell/Fire Alarm Systems, Retrofit for Technology, Other to R (750 NSF), Room 103 (130 NSF), Room 104 (608 NSF) 105A (120 NSF), Room 105B (120 NSF), Room 105C (1 Room 106 (995 NSF), Room 106A (709 NSF), Room 106 (995 NSF), Room 106B (728 NSF), Room 112 (106 NSF), Room NSF), Room 108 (728 NSF), Room 115A (78 NSF), Room NSF), Room 115 (528 NSF), Room 115A (78 NSF), Room NSF), Room 116 (525 NSF), Room 116A (84 NSF), Roo NSF), Room 118A (634 NSF), Room 118B (260 NSF), Roo NSF), Room 118A (634 NSF), Room 120 (825 NSF), (850 NSF), Room 121A (75 NSF), Room 120 (825 NSF), (850 NSF), Room 121A (75 NSF), Room 123 (991 NSF), 123B (170 NSF), Room 124 (236 NSF), Room 124A (24 Room 125A (183 NSF), Room 125B (174 NSF), Room 12 NSF), Room 126 (1384 NSF), Room 126A (885 NSF), R (1008 NSF), Room 127D (158 NSF), Room 128 (1159 NS 191 (56 NSF), Room 127D (158 NSF), Room 128 (1159 NS 191 (56 NSF), Room 127D (158 NSF), Room 128 (1159 NS 191 (56 NSF), Room 200A (86 NSF), Room 203 (130 Room 204A (75 NSF), Room 205 (282 NSF), Room 205/ NSF), Room 205C (208 NSF), Room 206 (456 NSF), Roo (1023 NSF), Room 207A (268 NSF), Room 207J (71 NSF) 207D (71 NSF), Room 207A (268 NSF), Room 207J (71 NSF) 207D (71 NSF), Room 207A (268 NSF), Room 207J (71 NSF) 207D (71 NSF), Room 207A (71 NSF), Room 215A (84 N 217A (116 NSF), Room 217E (116 NSF), Room 215A (84 N 217A (116 NSF), Room 217B (116 NSF), Room 215A (84 N 217A (116 NSF), Room 217B (116 NSF), Room 215A (84 N 217A (116 NSF), Room 217B (116 NSF), Room 215A (113 NSF), 219B (113 NSF), Room 218E (113 NSF), Room 218D (113 NSF), Room 218D (113 NSF), Room 219C (111 Room 219F (113 NSF), Room 219C (112 NSF), Room 219D (11 Room 219F (113 NSF), Room 219C (113 NSF), Room 220E (104 NSF), Room 220 NSF), Room 220D (104 NSF), Room 220E (104 NSF), Room 220 NSF), Room 220D (104 NSF), Room 220E (104 NSF), Room 220 NSF), Room 220D (104 NSF), Room 220E (104 NSF), Room 220 NSF), Room 22</li></ul>	lows, Lighting, HVAC Systems, Joom 100 (4852 NSF), Room 102 , Room 105 (1892 NSF), Room 26 26 NSF), Room 105D (272 NSF), 7 (383 NSF), Room 107A (145 Jorn 114 (836 NSF), Room 117A (75 m 115B (78 NSF), Room 117A (75 Joom 118C (75 NSF), Room 117A (75 Joom 120A (90 NSF), Room 121 Room 120A (90 NSF), Room 121 Room 120A (267 NSF), Room 121 Room 123A (267 NSF), Room 121 Room 126B (181 NSF), Room 127 JF), Room 190 (42 NSF), Room SF), Room 199 (608 NSF), Room SF), Room 204 (382 NSF), Room SF), Room 204 (382 NSF), Room SF), Room 207G (71 NSF), Room SF), Room 207G (71 NSF), Room SF), Room 207K (71 NSF), Room SF), Room 207K (71 NSF), Room SF), Room 214 (424 NSF), Room SF), Room 214 (424 NSF), Room SF), Room 217D (100 NSF), 7G (104 NSF), Room 217H (112 om 218C (113 NSF), Room 3 NSF), Room 219E (113 NSF), Room 3 NSF), Room 219E (113 NSF), Room 3 NSF), Room 219E (113 NSF), Room	3,988,260
(115 NSF), Room 220H (105 NSF), Room 220I (312 NSF),	Room 224 (56 NSF)	

 1.094 Renovating Building Number - 1, Building Name - FOUNDERS HALL (0 SS), (21285 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology, Other to Room 104B (199 NSF), Room 104C (159 NSF), Room 104D (158 NSF), Room 104E (178 NSF), Room 104F (171 NSF), Room 104G (70 NSF), Room 105 (270 NSF), Room 106 (304 NSF), Room 106A (78 NSF), Room 107 (280 NSF), Room 107A (407 NSF), Room 107B (375 NSF), Room 107C (171 NSF), Room 107D (167 NSF), Room 108 (430 NSF), Room 108A (159 NSF), Room 108B (159 NSF), Room 108C (117 NSF), Room 108D (220 NSF), Room 108E (65 NSF), Room 109 (166 NSF), Room 109A (170 NSF), Room 110 (1550 NSF), Room 110A (183 NSF), Room 111 (392 NSF), Room 111A (38 NSF), Room 112 (669 NSF), Room 112A (310 NSF), Room 112E (306 NSF), Room 112C (309 NSF), Room 112D (257 NSF), Room 112A (310 NSF), Room 112F (100 NSF), Room 112G (105 NSF), Room 112H (133 NSF), Room 112N (174 NSF), Room 112P (143 NSF), Room 150 (328 NSF), Room 200 (1364 NSF), Room 200A (176 NSF), Room 200B (18 NSF), Room 200C (133 NSF), Room 201 (437 NSF), Room 202 (234 NSF), Room 203 (388 NSF), Room 203A (235 NSF), Room 203B (77 NSF), Room 204 (436 NSF), Room 100 (3700 NSF), Room 100A (211 NSF), Room 100B (18 NSF), Room 101 (338 NSF), Room 101A (142 NSF), Room 101B (136 NSF), Room 100G (37 NSF), Room 101 (338 NSF), Room 101A (142 NSF), Room 101B (136 NSF), Room 101C (375 NSF), Room 101D (343 NSF), Room 101A (142 NSF), Room 102A (280 NSF), Room 101C (375 NSF), Room 101D (343 NSF), Room 101A (142 NSF), Room 102A (280 NSF), Room 1014 (467 NSF), Room 104A (68 NSF)

 New Construction: Adding Vocational Labs (15 SS), (3230 NSF), (4588 GSF); Surgical Technology (3230 NSF)

1.096 New Construction: Adding Vocational Labs (15 SS), (3125 NSF), (4439 GSF); Diagnostic Medical 1,198,260 Sonography (3125 NSF)

1,915,650

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1,238,490

# College:

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3-COLLEGE OF CENTRAL FLORIDA

# Survey:

Status:

Survey : 2 Version : 2

Active Pending

NUMBER	DESCRIPTION	ESTIMATED COST
1.097	New Construction: Adding Vocational Labs (15 SS), (3345 NSF), (4751 GSF); Emergency Medical Tech. (3345 NSF)	1,282,770
1.098	New Construction: Adding Vocational Labs (15 SS), (3375 NSF), (4794 GSF); Nuclear Medical Technology (3375 NSF)	1,294,110
1.099	New Construction: Adding Vocational Labs (15 SS), (2045 NSF), (2905 GSF); Physical Therapy Assistant (2045 NSF)	784,080
1.100	100 New Construction: Adding Vocational Labs (15 SS), (2550 NSF), (3622 GSF); Respiratory Therapy Tech. (2550 NSF)	
1.101	New Construction: Adding Non-Vocational Labs (80 SS), (2300 NSF), (3267 GSF); Mathematics (2300 NSF)	881,820
1.102	New Construction: Adding Non-Vocational Labs (90 SS), (4250 NSF), (6037 GSF); Computer & Information Systems (4250 NSF)	1,629,720
1.103	New Construction: Adding Classrooms (775 SS), (21700 NSF), (30823 GSF); Classroom (21700 NSF)	8,321,940
	OCALA CAMPUS Total :	67,509,135

College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey : 2 Version : 2

Active Pending

# COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT

Site No:

# Site Name: LEVY-FANNING SPRINGS

3

#### SITE RECOMMENDATIONS

NUMBER	DESCRIPTION	
<b></b>		ESTIMATE D COST
3.003	Construct open air (uncovered) concrete amphitheater with tiered concrete seating and electrical services, for student activities; approximately 6,000 NSF.	500,000
3.004	Construct completion campus-wide infrastructure to include; electrical distribution, domestic and fire water service, telecommunications and systems for wireless communications, related equipment, electronic reader display, and security systems including security lighting, keyless entry, and reporting systems.	3,000,000
3.005	Construct campus-wide irrigation system to include; installation of pumping stations, irrigation lines and automation of all valves.	250,000
3.006	Construct interior campus sidewalks between buildings.	250,000
3.007	Construct campus wide storm water management improvements to include; berms, underground drainage mechanisms and storm water retention areas.	750,000
	LEVY-FANNING SPRINGS Total :	4,750,000
	NEW CONSTRUCTION / REMODEL / RENOVATE	
NUMBER	DESCRIPTION	STIMATED

 *****		ESTIMATED COST
3.025	Renovating Building Number - 3, Building Name - WELDING TECHNOLOGIES (31 SS), (5110 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 101 (2232 NSF), Room 101A (94 NSF), Room 101E (400 NSF), Room 102 (2095 NSF), Room 102A (94 NSF), Room 102B (95 NSF), Room 102C (100 NSF)	
3.026	New Construction: Adding Support Services (880 NSF)	337,230
3.027	New Construction: Adding Custodial (25 NSF)	9,450
3.028	New Construction: Adding Physical Education (670 NSF)	256,770
3.029	New Construction: Adding Auditorium / Exhibition (1000 NSF)	383,400
3.030	New Construction: Adding Audiovisual (900 NSF)	345,060
3.031	New Construction: Adding Library / Study (350 NSF)	134,190
	LEVY-FANNING SPRINGS Total :	1,926,000

College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey: 2 Version: 2

Active Pending

# COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT

Site No:

#### Site Name: HAMPTON CAMPUS

#### SITE RECOMMENDATIONS

NUMBER	DESCR	<b>IPTION</b>

4

NOWBER	DESCRIPTION	ESTIMATE D COST
4.001	Renovate campus-wide, existing exterior walls of facilities to include; waterproofing and sealing of all caulking joints.	750,000
4.002	Renovate campus-wide, existing telecommunications systems to include; installation of phone switch hardware/software, handsets, network backbone of cabling and inter/intra-building raceways; approximately 50,000 linear feet.	1,800,000
4.003	Renovate campus-wide, existing data-communications system to include; increased capacity servers, hubs, advanced network switching equipment, cabling backbone and inter/intra-building raceways; 50,000 linear feet.	1,000,000
4.004	Renovate campus-wide, existing fire and security alarm systems to include; installation of state-of-the art electronic monitoring, distribution, keyless entry, and reporting systems.	750,000
4.005	Renovate campus-wide, existing exterior lighting for roadways and parking lots.	1,500,000
4.006	Renovate campus-wide, existing exterior signs, maps and directories.	500,000
	HAMPTON CAMPUS Total:	6,300,000

# NEW CONSTRUCTION / REMODEL / RENOVATE

NUMBER	DESCRIPTION	ESTIMATED COST
4.007	Renovating Building Number - 2, Building Name - WAREHOUSE (0 SS), (942 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting to Room 101 (705 NSF), Room 103 (237 NSF)	84,780
4.008	Renovating Building Number - 1, Building Name - HAMPTON CENTER (133 SS), (19801 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (4032 NSF), Room 101 (754 NSF), Room 101A (75 NSF), Room 102 (685 NSF), Room 102A (75 NSF), Room 103 (162 NSF), Room 103A (173 NSF), Room 103B (28 NSF), Room 104 (498 NSF), Room 104A (75 NSF), Room 105 (425 NSF), Room 103B (28 NSF), Room 105B (418 NSF), Room 104A (75 NSF), Room 105 (425 NSF), Room 105A (279 NSF), Room 105B (418 NSF), Room 1066 (255 NSF), Room 106A (151 NSF), Room 106B (13 NSF), Room 106C (90 NSF), Room 106D (93 NSF), Room 106E (95 NSF), Room 106F (129 NSF), Room 107 (543 NSF), Room 107A (278 NSF), Room 107B (18 NSF), Room 107D (763 NSF), Room 108 (957 NSF), Room 108A (232 NSF), Room 108D (232 NSF), Room 109 (1382 NSF), Room 109B (80 NSF), Room 109E (129 NSF), Room 110 (1597 NSF), Room 110A (314 NSF), Room 110B (936 NSF), Room 110C (250 NSF), Room 111 (82 NSF), Room 112 (529 NSF), Room 112C (93 NSF), Room 112D (69 NSF), Room 112E (1495 NSF), Room 112F (353 NSF), Room 112H (576 NSF), Room 113 (103 NSF), Room 113A (113 NSF), Room 114 (86 NSF), Room 116 (86 NSF)	1,782,090
	HAMPTON CAMPUS Total :	1,866,870
	COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT	
Site lo:	5	

Site Name: CF VINTAGE FARM

College:

**3-COLLEGE OF CENTRAL FLORIDA** 

Survey:

Status:

Survey : 2 Version : 2

Active Pending

#### NUMBER DESCRIPTION ESTIMATE D COST Acquire parcels of land, with improvements, adjacent and near adjacent to Vintage Farm Center 5.001 1,000,000 approximately thirty-five (35) acres. Develop newly acquired property; approximately thirty- five (35) adjacent and near adjacent acres to be 5.002 purchased with all necessary improvements to include utilities, roads, and water management. 7,000,000 Construct 500 vehicle parking spaces with; hard surface, positive drainage, curbing, illumination, and 5.003 xeriscape landscaping. 1,000,000 Construct completion center-wide infrastructure to include; electrical distribution, domestic and fire 5.004 water service, telecommunications and systems for wireless communications, related equipment, 1,500,000 electronic reader display, and security systems including security lighting. Construct completion of center-wide irrigation system to include; installation of pumping stations, 5.005 1,000,000 irrigation lines and automation of all valves. 5.006 Construct covered walkway adjacent to and connecting groups of buildings. 500,000 "Construct campus wide storm water management improvements to include; berms, underground 5.007 drainage mechanisms and storm water retention areas." 500,000 Renovate by relocation Buildings 21 22, by Sustainable Relocation Facilities Program as described in 5.008 Castaldis and reference in the concurrence letter. This is added as site recommendations to the new 250,000 Agriculture Business Spot Survey 5.009 Construct new energy plant near existing Maintenance building (4) 500.000 **CF VINTAGE FARM** Total : 13,250,000

SITE RECOMMENDATIONS

NUMBER	DESCRIPTION	
		ESTIMATED COST
5.010	New Construction: Adding Mechanical / Sanitation (2900 NSF)	1,112,130
5.011	New Construction: Adding Circulation (15600 NSF)	5,982,660
5.012	New Construction: Adding Custodial (390 NSF)	149,310
5.013	New Construction: Adding Office (4200 NSF)	1,610,550
5.014	New Construction: Adding Physical Education (1800 NSF)	690,120
5.015	New Construction: Adding Student Services (2700 NSF)	1,035,450
5.016	New Construction: Adding Vocational Labs (25 SS), (4925 NSF), (6995 GSF); Ornamental Horticulture (4925 NSF)	1,888,650
5.017	New Construction: Adding Vocational Labs (25 SS), (4470 NSF), (6349 GSF); Forestry (4470 NSF)	1,714,230
5.018	New Construction: Adding Vocational Labs (25 SS), (3175 NSF), (4510 GSF); Natural Agricultural Resource (3175 NSF)	1,217,430
5.019	New Construction: Adding Vocational Labs (25 SS), (5870 NSF), (8338 GSF); Agricultural Production and Processing (5870 NSF)	2,250,990
5.020	New Construction: Adding Vocational Labs (20 SS), (5510 NSF), (7826 GSF); Agricultural Mechanics (5510 NSF)	2,113,020
5.021	New Construction: Adding Non-Vocational Labs (30 SS), (1900 NSF), (2699 GSF); Agricultural & Natural Resources (1900 NSF)	728,460
5.022	New Construction: Adding Classrooms (140 SS), (3950 NSF), (5611 GSF); Classroom (3950 NSF)	1,514,700

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3-COLL	EGE OF CENTRAL FLORIDA	Survey: 2 Version: 2	Active Pending
	NEW CONSTRUCT	TION / REMODEL / RENOVATE	
NUMBE	ER DESCRIPTION		ESTIMATED COST
5.023	Remodeling Building Number - 2, Building Na (1150 NSF), (1633 GSF); Classroom (1150 N 103 (1140 NSF)	ame - BARN : Adding Classrooms NSF, 40 SSC) and Removing (0 SS), (1140	(42.00)
5.024	· ·	S Lighting HVAC Suctome Dellicter Aleren	NSF) 36,720 Systems,
5.025	Renovating Building Number - 5, Building Nat Apply Painting, Electrical, Plumbing, Windows Room 100 (322 NSF), Room 101 (132 N	S LIGNING HVAC Systems Ball/Firm Alarma	NSF) 40,860 Systems to
5.026	Renovating Building Number - 4, Building Nar Apply Painting, Floor Cover, Electrical, Plumb Alarm Systems, Retrofit for Technology to Ro		
5.027	Renovating Building Number - 3, Building Nar Painting, Floor Cover, Electrical, Plumbing, W Systems, Retrofit for Technology to Room 10 (250 NSF), Room 103 (198 NSF), Room 1 151 (163 NSF)	indows, Lighting, HVAC Systems, Bell/Fire	Alarm
5.028	Renovating Building Number - 2, Building Nan Painting, Floor Cover, Electrical, Plumbing, Wi Systems, Retrofit for Technology to Room 10 (125 NSF), Room 100F (122 NSF), Room 1 100J (194 NSF), Room 100K (186 NSF), R Room 101B (148 NSF), Room 102 (379 N NSF), Room 102C (132 NSF), Room 102D (360 NSF)	indows, Lighting, HVAC Systems, Bell/Fire 10 (758 NSF), Room 100D (30 NSF), Ro 100G (122 NSF), Room 100H (122 NSF), 100m 101 (3570 NSF), Room 101A (80 N SE), Room 102A (122 NSF), Room 101A (80 N SE), Room 102A (122 NSF), Room 101A (80 N 102A (122 NSF), Room 101A (122 NSF), Room 100A (122 NSF), Room 10A (122 NSF), Room	Alarm om 100E Room ISF),
.029	Renovating Building Number - 1, Building Nam Apply Painting, Floor Cover, Electrical, Plumbin Alarm Systems, Retrofit for Technology to Roc 100C (72 NSF), Room 100D (14 NSF), Roo 102A (7 NSF), Room 102B (10 NSF), Roo 129 (129 NSF), Room 150 (320 NSF), Roo 200B (30 NSF), Room 200C (12 NSF), Roo 201B (10 NSF), Room 202 (216 NSF), Roo	ng, Windows, Lighting, HVAC Systems, Bell om 100 (364 NSF), Room 100B (4 NSF) om 101 (207 NSF), Room 102 (295 NSF n 103 (147 NSF), Room 103A (14 NSF), om 151 (295 NSF), Room 200 (23 NSF) m 201 (216 NSF), Room 200 (23 NSF)	/Fire , Room ), Room Room , Room
		CF VINTAGE FARM	Total : 23,416,830
	COMMUNITY COLLEGE RE	COMMENDATION DETAIL REPORT	
Site :	6		
e Name	: CITRUS COUNTY CAMPUS		
		OMMENDATIONS	
IMBER	DESCRIPTION		ESTIMATE D COST
3.001	Renovate campus-wide, existing exterior walls of		

College:

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Active Pending

Status:

## NUMBER DESCRIPTION

NUMBER	DESCRIPTION	ESTIMATE D COST
6.002	Renovate campus-wide, existing telecommunications systems to include; installation of phone switch hardware/software, handsets, network backbone of cabling and inter/intra-building raceways; approximately 100,000 linear feet.	1,800,000
6.003	Renovate campus-wide, existing data-communications system to include; increased capacity servers, hubs, advanced network switching equipment, cabling backbone and inter/intra-building raceways; 100,000 linear feet.	2,000,000
6.004	Renovate campus-wide, existing fire and security alarm systems to include; installation of state-of-the art electronic monitoring, distribution, keyless entry, and reporting systems.	750,000
	Construct open air (uncovered) concrete amphitheatre with tiered concrete seating and electrical services, for student activities; approximately 6,000 NSF. This would also include an area designated as Student Services Plaza in the new updated Campus Master Plan.	500,000
6.006	Construct completion of campus-wide irrigation system to include; installation of pumping stations, irrigation lines and automation of all valves.	1,000,000
6.007	Construct covered walkway adjacent to and connecting groups of buildings.	1,200,000
6.008	Construct campus wide storm water management improvements to include; berms, underground drainage mechanisms and storm water retention areas.	1,300,000
6.009	Renovate campus-wide, existing exterior lighting for roadways and parking lots.	1,500,000
6.010	Renovate campus-wide, existing exterior signs, maps and directories.	500,000
6.011	Renovate existing campus-wide underground utilities systems to include; water lines, sewage lines, lift stations, and site drainage; 24,000 linear feet.	2,000,000
6.012	Renovate campus-wide, existing HVAC electronic energy management systems to include fiber-optic interface.	1,000,000
6.013 I	Renovate campus-wide, existing energy management systems to include energy efficient windows and doors.	1,000,000
	CITRUS COUNTY CAMPUS Total :	15,550,000

SITE RECOMMENDATIONS

	DESCRIPTION	ESTIMATED COST
6.014	New Construction: Adding Circulation (19000 NSF)	7,286,490
6.015	New Construction: Adding Custodial (300 NSF)	115,020
6.016	New Construction: Adding Support Services (600 NSF)	230,040
6.017	New Construction: Adding Office (50 NSF)	19,170
6.018	New Construction: Adding Physical Education (10000 NSF)	3,835,080
6.019	New Construction: Adding Audiovisual (2000 NSF)	766,800
6.020	New Construction: Adding Library / Study (3400 NSF)	1,303,830
6.021	New Construction: Adding Non-Vocational Labs (20 SS), (1900 NSF), (2699 GSF); Health Professions (1900 NSF)	728,460
6.022	New Construction: Adding Classrooms (50 SS), (1400 NSF), (1989 GSF); Classroom (1400 NSF)	536,760
6.023	New Construction: Adding Vocational Labs (10 SS), (4245 NSF), (6030 GSF); Practical Nursing (LPN) (4245 NSF)	1,627,830
6.024	New Construction: Adding Vocational Labs (20 SS), (4875 NSF), (6924 GSF); Nursing (RN) (4875 NSF)	1,869,480
6.025	New Construction: Adding Vocational Labs (16 SS), (3375 NSF), (4794 GSF); Dental Hygiene (3375 NSF)	1,294,110

College:

3-COLLEGE OF CENTRAL FLORIDA

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Active Pending

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NUMBER	DESCRIPTION	
·		ESTIMATED COST
6.026	New Construction: Adding Vocational Labs (40 SS), (3145 NSF), (4467 GSF); Business Data Processing (3145 NSF)	1,206,090
6.027	Remodeling Building Number - 4, Building Name - CLCC : Adding Non-Vocational Labs (25 SS), (1725 NSF), (2450 GSF); Physical Sciences (1725 NSF, 25 SSC) and Removing (56 SS), (1584 NSF) Room 205 (662 NSF), Room 205A (81 NSF), Room 207 (760 NSF), Room 207A (81 NSF)	232,875
6.028	Remodeling Building Number - 2, Building Name - MULTI-PURPOSE : Adding Classrooms (60 SS), (1725 NSF), (2450 GSF); Classroom (1725 NSF, 60 SSC) and Removing (0 SS), (1752 NSF) Room 105 (439 NSF), Room 105A (35 NSF), Room 106 (1230 NSF), Room 106A (12 NSF), Room 106B (12 NSF), Room 106C (12 NSF), Room 106D (12 NSF)	236,520
6.029	Remodeling Building Number - 2, Building Name - MULTI-PURPOSE : Adding Student Services (4520 NSF), (6420 GSF); Student Services (4520 NSF) and Removing (75 SS), (4826 NSF) Room 101 (1260 NSF), Room 102 (872 NSF), Room 102A (72 NSF), Room 103 (686 NSF), Room 103A (20 NSF), Room 104 (1062 NSF), Room 104A (100 NSF), Room 104B (66 NSF), Room 104C (100 NSF), Room 104D (96 NSF), Room 104E (106 NSF), Room 104F (166 NSF), Room 104G (20 NSF), Room 104H (200 NSF)	651,510
6.030	Renovating Building Number - 52, Building Name - PAVILION (0 SS), (1972 NSF) Apply Painting, Electrical, Lighting to Room 100 (1972 NSF)	177,480
6.031	Renovating Building Number - 51, Building Name - MAINTENANCE/STORAGE (0 SS), (1085 NSF) Apply Painting, Electrical, Lighting to Room 100 (1085 NSF)	97,650
6.032	Renovating Building Number - 50, Building Name - MAINTENANCE/STORAGE (0 SS), (775 NSF) Apply Painting, Electrical, Lighting to Room 101 (750 NSF), Room 102 (25 NSF)	6 <del>9</del> ,750
	Renovating Building Number - 4, Building Name - CLCC (172 SS), (27767 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (4842 NSF), Room 100C (311 NSF), Room 101A (2494 NSF), Room 101B (2494 NSF), Room 101C (74 NSF), Room 102 (401 NSF), Room 102C (168 NSF), Room 102D (56 NSF), Room 101C (74 NSF), Room 102 (401 NSF), Room 102C (168 NSF), Room 102D (56 NSF), Room 102E (549 NSF), Room 102F (279 NSF), Room 103 (893 NSF), Room 104 (387 NSF), Room 104A (116 NSF), Room 102F (279 NSF), Room 106 (899 NSF), Room 106A (134 NSF), Room 106B (273 NSF), Room 106C (104 NSF), Room 106 (92 NSF), Room 106A (134 NSF), Room 106B (273 NSF), Room 106C (121 NSF), Room 106H (127 NSF), Room 106J (131 NSF), Room 106K (122 NSF), Room 106L (25 NSF), Room 107 (531 NSF), Room 106J (131 NSF), Room 106K (122 NSF), Room 106L (25 NSF), Room 109B (443 NSF), Room 108 (763 NSF), Room 109 (180 NSF), Room 105L (524 NSF), Room 200 (1735 NSF), Room 200C (83 NSF), Room 200D (293 NSF), Room 201 (524 NSF), Room 201A (99 NSF), Room 201B (98 NSF), Room 201C (139 NSF), Room 201D (102 NSF), Room 201E (96 NSF), Room 201F (131 NSF), Room 203 (1454 NSF), Room 203A (184 NSF), Room 203B (70 NSF), Room 203C (79 NSF), Room 203D (90 NSF), Room 204 (860 NSF), Room 204A (75 NSF) NSF), Room 206A (75 NSF), Room 208 (875 NSF), Room 208A (75 NSF)	2,499,030
F	Renovating Building Number - 3, Building Name - CLASSROOMS AND LABS (310 SS), (14478 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 101 (1356 NSF), Room 101A (176 NSF), Room 101B (172 NSF), Room 104 (1350 NSF), Room 104A (175 NSF), Room 104B 169 NSF), Room 105 (903 NSF), Room 105C (95 NSF), Room 105D (110 NSF), Room 107 (736 NSF), Room 107A (75 NSF), Room 108 (748 NSF), Room 108A (75 NSF), Room 200 (1010 NSF), Room 201 (761 NSF), Room 201A (75 NSF), Room 202 (761 NSF), Room 202A (75 NSF), Room 204 (770 NSF), Room 206A (75 NSF), Room 205 (760 NSF), Room 205A (80 NSF), Room 206 (780 NSF), Room 206A (75 NSF), Room 207 (780 NSF), Room 206C (95 NSF), Room 208 (1034 NSF), Room 208A (92 NSF), Room 208B (99 NSF), Room 208C (95 NSF), Room 208D (99 NSF), Room 208E (99 NSF), Room 208F (100 NSF), Room 208G (94 NSF), Room 208H (106 NSF), Room 208J (103 NSF), Room 208K (98 1SF), Room 208M (132 NSF), Room 208N (110 NSF)	1,303,020

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#### NEW CONSTRUCTION / REMODEL / RENOVATE NUMBER DESCRIPTION ESTIMATED COST 6.035 Renovating Building Number - 2, Building Name - MULTI-PURPOSE (35 SS), (14710 NSF) 1,323,900 Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Apply Painting, Floor Cover, Electrical, Flumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 107 (240 NSF), Room 110 (303 NSF), Room 111 (102 NSF), Room 111C (45 NSF), Room 112 (377 NSF), Room 112A (336 NSF), Room 112B (160 NSF), Room 112C (230 NSF), Room 112D (160 NSF), Room 113 (454 NSF), Room 200 (888 NSF), Room 200A (99 NSF), Room 201A (680 NSF), Room 201B (853 NSF), Room 201C (38 NSF), Room 202 (4832 NSF), Room 202A (730 NSF), Room 202B (607 NSF), Room 202F (794 NSF), Room 202G (270 NSF), Room 202J (200 NSF), Room 202K (108 NSF), Room 202L (104 NSF), Room 202M (104 NSF), Room 203 (1700 NSF), Room 203A (98 NSF). Room 203B (100 NSF). Room 203C (98 NSF) Room 203A (98 NSF), Room 203B (100 NSF), Room 203C (98 NSF) 6.036 Renovating Building Number - 1, Building Name - ADMINISTRATION (0 SS), (2987 NSF) Apply 268,830 Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (616 NSF), Room 101 (408 NSF), Room 102 (485 NSF), Room 102B (32 NSF), Room 103 (225 NSF), Room 104 (154 NSF), Room 104A (12 NSF), Room 105 (140 NSF), Room 110 (224 NSF), Room 111 (66 NSF), Room 112 (154 NSF), Room 113 (135 NSF), Room 116 (156 NSF), Room 117 (180 NSF) **CITRUS COUNTY CAMPUS Total :** 27.679.725 COMMUNITY COLLEGE RECOMMENDATION DETAIL REPORT Site 7 No: Site Name: AIRPORT SITE RECOMMENDATIONS NUMBER DESCRIPTION **ESTIMATE** D COST 7.001 Acquire parcels of land, with improvements, adjacent and near adjacent to Airport /Corrections center 5,000,000 approximately thirty-five (35) acres. Develop newly acquired property; approximately thirty- five (35) adjacent and near adjacent acres to 7.002 7,000,000 be purchased with all necessary improvements to include utilities, roads, and water management. Construct 1000 vehicle parking spaces with; hard surface, positive drainage, curbing, illumination, and 7.003 3,000,000 xeriscape landscaping. 7.004 Construct open air (uncovered) concrete amphitheater with tiered concrete seating and electrical services, for student activities; approximately 6,000 NSF. This would also include an area designated 500,000 as Student Services Plaza in the new updated Center Master Plan.

"Construct completion center-wide infrastructure to include; electrical distribution, domestic and fire 7.005 water service, telecommunications and systems for wireless communications, related equipment, 3,000,000 electronic reader display, and security systems including security lighting." "Construct completion of center-wide irrigation system to include; installation of pumping stations, 7.006 500,000 irrigation lines and automation of all valves." Construct professional skid pad for Law Enforcement Driving skills including wet pad areas simulation. 7.007 1,500,000 GSF to be determined by programs certification needs 7.008 Construct covered walkway adjacent to and connecting groups of buildings. 500,000 7.009

7.009 "Construct a composite rubberized/asphalt training track separate from public use for Law enforcement 1,000,000 training to include; illumination, restrooms, and exercise stations; with specific training buildings for Law Enforcement; approximately 16 feet wide by 2,640 feet long.

College:

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SITE RECOMMENDATIONS

Survey: 2 Version: 2

Active Pending

Status:

	DESCRIPTION	ESTIMATE D COST						
7.010	onstruct indoor firing range in association with the Law Enforcement/Corrections programs to include; range (4,800 NSF), student shower, locker, and toilet areas (1,400 NSF), related instruction classroom (525 NSF) and arms storage (500 NSF); (7,225 NSF, 10,262 GSF). Note SF developed from SREF Standards.							
7.011	Construct new chiller plant and complete additions to center-wide chilled water loop with distribution piping to include; ice storage.							
7.012	"Renovate center-wide, existing exterior lighting for roadways and parking lots.	500,000						
7.013	Renovate center-wide, existing exterior signs, maps and directories.	500,000						
	AIRPORT Total :	33,000,000						
	NEW CONSTRUCTION / REMODEL / RENOVATE							
	DESCRIPTION E	STIMATED COST						
7.014	New Construction: Adding Mechanical / Sanitation (6360 NSF)	2,438,910						
7.015	New Construction: Adding Circulation (33100 NSF)	12,694,050						
7.016	6 New Construction: Adding Custodial (550 NSF)							
7.017	New Construction: Adding Office (6000 NSF)							
7.018	New Construction: Adding Physical Education (2500 NSF)							
7.019	9 New Construction: Adding Student Services (3750 NSF)							
7.020	New Construction: Adding Auditorium / Exhibition (1500 NSF)	1,438,020 575,100						
7.021	New Construction: Adding Audiovisual (3200 NSF)	1,227,150						
7.022	New Construction: Adding Library / Study (5000 NSF)	1,917,540						
7.023	New Construction: Adding Vocational Labs (25 SS), (1035 NSF), (1470 GSF); Public Service Telecommunications (1035 NSF)	396,900						
7.024	New Construction: Adding Vocational Labs (100 SS), (20050 NSF), (28479 GSF); Law Enforcement (20050 NSF)	7,689,330						
7.025	New Construction: Adding Vocational Labs (50 SS), (9200 NSF), (13068 GSF); Fire Fighting (9200 NSF)	3,528,090						
7.026	New Construction: Adding Vocational Labs (25 SS), (5075 NSF), (7209 GSF); Criminal Justice Technology (5075 NSF)							
7.027	New Construction: Adding Vocational Labs (25 SS), (3475 NSF), (4936 GSF); Criminal Justice Assiling (3475 NSF)							
7.028	New Construction: Adding Vocational Labs (25 SS), (3325 NSF), (4723 GSF); Correctional Officer (3325 NSF)	1,274,940						
7.029	New Construction: Adding Classrooms (250 SS), (7000 NSF), (9943 GSF); Classroom (7000 NSF)	2,684,340						
	AIRPORT Total :	42,613,560						

Site

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No:

Site Name: APPLETON CULTRAL CTR

# College:

3-COLLEGE OF CENTRAL FLORIDA

Survey:

Status:

Survey: 2 Version: 2

Active Pending

# SITE RECOMMENDATIONS

	DESCRIPTION	ESTIMATE D COST
10.001	Renovate campus-wide, existing exterior walls of facilities to include; waterproofing and sealing of all caulking joints.	1,000,000
10.002	Renovate campus-wide, existing parking areas and roadways to include; resurfacing and re-striping; approximately 600,000 square feet.	1,500,000
10.003	Renovate campus-wide, existing telecommunications systems to include; installation of phone switch hardware/software, handsets, network backbone of cabling and inter/intra-building raceways; approximately 50,000 linear feet.	1,800,000
10.004	Renovate campus-wide, existing data-communications system to include; increased capacity servers, hubs, advanced network switching equipment, cabling backbone and inter/intra-building raceways; 50,000 linear feet.	2,000,000
10.005	Renovate campus-wide, existing fire and security alarm systems to include; installation of state-of-the art electronic monitoring, distribution, keyless entry, and reporting systems.	750,000
10.006	Renovate existing campus-wide underground utilities systems to include; water lines, sewage lines, lift stations, and site drainage; 24,000 linear feet.	2,000,000
10.007	Renovate campus-wide, existing energy management systems to include energy efficient windows and doors.	1,000,000
	APPLETON CULTRAL CTR Total :	10,050,000

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	DESCRIPTION	ESTIMATED COST
10.008	Renovating Building Number - 4, Building Name - APPLETON MUSEUM ANNE (0 SS), (9975 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 100 (758 NSF), Room 100A (63 NSF), Room 101 (434 NSF), Room 102 (252 NSF), Room 102A (310 NSF), Room 102B (358 NSF), Room 103 (92 NSF), Room 103A (118 NSF), Room 103B (20 NSF), Room 103C (255 NSF), Room 104 (4858 NSF), Room 150 (56 NSF), Room 151 (2401 NSF)	897,750
10.009	Renovating Building Number - 3, Building Name - CARPENTRY SHOP (0 SS), (1709 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 0101 (312 NSF), Room 0102 (247 NSF), Room 0103 (1150 NSF)	153,810
10.010	Renovating Building Number - 2, Building Name - CHILLER PLANT (0 SS), (1589 NSF) Apply Painting, Floor Cover, Electrical, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 0102 (232 NSF), Room 101 (1189 NSF), Room 103A (168 NSF)	143,010

College:

#### Survey:

Status:

3-COLLEGE OF CENTRAL FLORIDA

Survey : 2 Version : 2

Active Pending

# NEW CONSTRUCTION / REMODEL / RENOVATE

NUMBER	DESCRIPTION	
		ESTIMATED COST
	Renovating Building Number - 1, Building Name - APPLETON CULTURAL CE (0 SS), (53789 NSF) Apply Painting, Floor Cover, Electrical, Plumbing, Windows, Lighting, HVAC Systems, Bell/Fire Alarm Systems, Retrofit for Technology to Room 0010 (2872 NSF), Room 0011 (153 NSF), Room 0012 (273 NSF), Room 0014 (143 NSF), Room 100 (10830 NSF), Room 100A (135 NSF), Room 100F (63 NSF), Room 101G (135 NSF), Room 100H (48 NSF), Room 1001 (26 NSF), Room 1011 (2521 NSF), Room 101A (45 NSF), Room 100H (48 NSF), Room 103 (421 NSF), Room 103A (132 NSF), Room 104 (741 NSF), Room 102 (136 NSF), Room 103 (421 NSF), Room 103A (132 NSF), Room 104 (219 NSF), Room 104A (23 NSF), Room 105 (100 NSF), Room 106 (305 NSF), Room 108 (219 NSF), Room 114 (24 NSF), Room 111 (152 NSF), Room 112 (106 NSF), Room 113 (500 NSF), Room 114 (24 NSF), Room 115 (70 NSF), Room 118 (1237 NSF), Room 118A (558 NSF), Room 114 (24 NSF), Room 115 (70 NSF), Room 118 (1237 NSF), Room 118A (558 NSF), Room 118B (120 NSF), Room 118C (124 NSF), Room 118E (200 NSF), Room 119 (3345 NSF), Room 120 (840 NSF), Room 120A (300 NSF), Room 121 (2263 NSF), Room 122 (63 NSF), Room 124 (654 NSF), Room 124A (110 NSF), Room 125 (654 NSF), Room 126 (654 NSF), Room 127 (280 NSF), Room 127A (13 NSF), Room 129 (127 NSF), Room 129A (93 NSF), Room 130 (721 NSF), Room 201 (732 NSF), Room 201A (204 NSF), Room 201B (84 NSF), Room 201D (324 NSF), Room 201E (168 NSF), Room 201G (162 NSF), Room 201H (106 NSF), Room 201 (106 NSF), Room 202 (321 NSF), Room 202A (135 NSF), Room 202C (120 NSF), Room 203 (3153 NSF), Room 204 (772 NSF), Room 205 (270 NSF), Room 205A (255 NSF), Room 205C (200 NSF), Room 205D (255 NSF), Room 206 (929 NSF), Room 206A (273 NSF), Room 206B (113 NSF), Room 207 (1456 NSF), Room 208 (1746 NSF)	4,841,010

APPLETON CULTRAL CTR Total

6,035,580

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## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED:

February 27, 2019

SUBJECT: Financial Information

 Monthly Financial Summary Report
 List of Warrants

 INITIATOR: F. Joseph Mazur III, CPA

 Vice President of Administration & Finance
 DATE: February 20, 2019

## **OBJECTIVE AND PERTINENT FACTS:**

Each month the Board is advised of the financial status of the College, including the month-end warrant list, etc. These financial items are reflected under the Board agenda "Financial Information."

- 1. **Monthly Financial Summary Report**: Each month the Board is provided with a Monthly Financial Summary Report and additional information of general college operations (Fund 1) indicating major fiscal matters, including revenue and expense analysis. The Monthly Financial Summary Report is attached.
- 2. **Warrant List**: A list of warrants paid since the last Board meeting will be available at the Board meeting.

## **RECOMMENDATION/ACTION REQUESTED:**

That the Board acknowledges the receipt of the Monthly Financial Summary Report and requests the report be filed with the Board meeting records.

That the Board acknowledges the list of warrants paid since the last meeting and requests that this list be filed for audit purposes.

# COLLEGE OF CENTRAL FLORIDA GENERAL COLLEGE OPERATIONS FUND 1 MONTHLY FINANCIAL SUMMARY AS OF JANUARY 31 FOR FISCAL YEARS 2018 AND 2019 Reflecting Actual Results for 58% of the Fiscal Year

		FY2017-18 1/31/2018	FY2018-19 1/31/2019	% Inc (Dec)		FY2018-19 Budget	% of Budget Recognized
	REVENUES						
1	Student Fees	\$ 11,615,500	\$ 11,312,666	-3%	\$	14,610,267	77%
2	State Support	9,771,138	10,396,019	6%		23,444,786	44%
3	Other Revenue	819,098	917,580	12%	_	1,350,000	68%
4	TOTAL REVENUE	\$ 22,205,736	\$ 22,626,265	2%	\$	39,405,053	57%
	<u>EXPENSES</u>						
	Personnel Expense						
5	Salary and Wages	\$ 12,048,789	\$ 12,598,667	5%	\$	23,285,911	54%
6	Employee Benefits	2,932,913	 3,134,986	7%		6,219,142	50%
7	Subtotal Personnel Expense	\$ 14,981,702	\$ 15,733,653	5%	\$	29,505,053	53%
	Current Expenses						
8	Operating	\$ 4,248,987	\$ 4,572,003	8%	\$	7,038,376	65%
9	Supply & Material	480,733	534,471	11%		1,072,598	50%
10		440,750	549,252	25%		889,026	62%
11	Subtotal Current Expense	\$ 5,170,470	5,655,726	9%	\$	9,000,000	63%
12	Capital Outlay Expense	\$ 378,782	\$ 700,362	85%	\$.	900,000	78%
13	TOTAL EXPENSES	\$ 20,530,954	\$ 22,089,741	8%	\$	39,405,053	56%
14	Increase/Decrease to Fund Balance	\$ 1,674,782	\$ 536,524	-68%	\$	0	

# COLLEGE OF CENTRAL FLORIDA January 2019 Financial Summary Variance Notes FY 2017-18 TO FY 2018-19

#### Revenues

- Line 1: Decrease in enrollment compared to this period last year.
- Line 2: State Appropriations increased due to performance based incentive funding and nonrecurring appropriations compared to this period last year.
- Line 3: Timing of grant administration revenue and increase in child care and interest revenue compared to last year.

#### Expenses

- Line 5: Increase in salary and wages due to increased summer overload and one-time non-recurring payment for all employees compared to this period last year.
- Line 6: Increase in Social Security and FRS contributions due to increased summer overload and non-recurring payment for all employees compared to this period last year.
- Line 8: Increases in repair/maintenance technology, student and general liability insurance and contract instr organization expenses compared to this period last year.
- Line 9: Timing of purchase of educational, maintenance, and other materials and supplies compared to this period last year.
- Line 10: Increase in write off of student debt and fundable fee waivers compared to this period last year.
- Line 12: Increase in Capital Outlay expenses compared to this period last year.

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## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Levy Update

INITIATOR: Dr. Vernon Lawter Vice President, Regional Campuses

DATE: February 20, 2019

OBJECTIVE AND PERTINENT FACTS:

Dr. Vernon Lawter will provide a Levy update.

**RECOMMENDATION/ACTION REQUESTED:** 

For the Board's information only – No action needed.

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## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Legislative Update

INITIATOR: Dr. James D. Henningsen President

DATE: February 20, 2019

OBJECTIVE AND PERTINENT FACTS:

Dr. Henningsen will provide a legislative update.

**RECOMMENDATION/ACTION REQUESTED:** 

For the Board's information only – No action needed.

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# AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: February 27, 2019

SUBJECT: Internal Controls and Fraud Procedures Update

INITIATOR: Dr. James D. Henningsen President

DATE: February 20, 2019

OBJECTIVE AND PERTINENT FACTS:

Joe Mazur to give an update on the College's internal controls and fraud prevention policies.

RECOMMENDATION/ACTION REQUESTED:

For information only – no action required.