



Indian River State College

**DISTRICT BOARD OF TRUSTEES MEETING
Indian River State College – Chastain Campus
Wolf High-Technology Center, Room C101
2400 SE Salerno Road, Stuart, FL 34997**

April 28, 2026 – 1:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Chair’s Comments – *Chair Luna*
 - a. Recognition of Trustee Milo Thornton
 - b. University of East London Board of Governors and President’s Visit for Partnership Signing Ceremony on May 19, 2026 at the Pruitt Campus – Draft Agenda attached
 - c. Request approval to change the May 19th Board Meeting start time to 2:30 PM with Committee Meetings being held prior to the meeting, as needed, to accommodate the Signing Ceremony with the University of East London Board of Governors at 3:30 PM
3. Recognition:
 - a. Retirement Recognition for Twyla Blair for her 19 years of service to the College – *Beth Gaskin & Maria Johnson*
 - b. Recognition of FTYCMA Math Olympic Award Winners & College Math Olympic Competition and Award Winners – *Dr. Anthony Dribben & Tiffany Lewis*
 - c. Team Member of the Month:
 - April 2026 – Maureen Bennett *recognized by Dr. Heather Belmont*
4. Request approval of the March 24, 2026 Board of Trustees Meeting Minutes – *Chair Luna*

5. Open to Public Comment – *Chair Luna*
6. President’s Report – *Dr. Tim Moore*
 - a. President’s Update
 - b. Calendar of Events for May 2026
7. Strategic Initiatives – *Dr. Michael Hageloh*
8. Foundation Update – *Annabel Robertson*
 - a. Request approval of a Resolution approving the assignment of the 1993 River Hammock lease to River Hammock Holdings, LLC and execution of all related ground leases, easement, and transfer documents to facilitate ownership and operation of student housing
9. Public Safety Updates & Initiatives – *Don Bergmann*
10. Facilities Committee Meeting Report – *Trustee Schirard*
11. Finance Committee Meeting Report – *Trustee George*
12. Academic Affairs & Charter School Governance Committee Meeting Report – *Trustee Thornton*
13. Governance & Legislative Affairs Committee Meeting Report – *Trustee Kindell*
14. Consent Items: *Chair Luna*
 - a. Accounts Receivable Write-Offs
 - b. Addendum #01 to IRSC Facilities Lease Agreement with AgroSource, Inc.
 - c. Affiliation Agreements:
 1. The School Board of Highlands County
 2. The School Board of Osceola County, Florida
 - d. Career Pathways Program Articulation Agreements:
 1. Okeechobee County School District
 2. The School Board of Brevard County, Florida
 3. The School Board of Indian River County, Florida
 4. The School Board of Martin County, Florida
 5. The School Board of St. Lucie County, Florida

- e. Clinical Affiliation Agreements:
 - 1. East Florida Division, Inc. (Allied Health)
 - 2. East Florida Division, Inc. (Nursing)
 - 3. Okeechobee Health Care Facility
 - 4. Ovation Rehabilitation Services, LLC
 - 5. State of Florida, Department of Health, Martin County Health Department
- f. Florida Power & Light Contract for Fire Brigade Training
- g. Glatfelter University | VFIS University Affiliate Training Partnership for Emergency Vehicle Operations Certificate Curriculum
- h. Honorlock Renewal Contract
- i. International Travel Request:
 - 1. May 31 – June 5, 2026 – Executive Director of AI Initiatives plans to travel to Sydney, Australia to present at EduTech Australia about the College’s AI integration efforts and its partnership with Superhuman, June 3-4, 2026
- j. Memorandum of Understanding with the Coalition for Independent Living Options, Inc.
- k. Memorandum of Understanding between Indian River State College and Florida Atlantic University for the Link2FAU Program
- l. Property Surplus and Inventory Write-off
- m. Renewal of Lease Agreement with Leap Lab Florida
- n. Full-Time Appointments:
 - 1. Meghan Beaulieu (Registration Assistant, Registration - Mueller Campus)
 - 2. Jamar Belizaire (Senior Director of Development, Advancement)
 - 3. Andreina Boswell (Application Analyst – Student Information Systems, Advising and Career Services)
 - 4. Karen Diaz (Bank Reconciliation Accountant, Student Financials)
 - 5. Wyatt Evans (Program Specialist, School of Continuing Education)
 - 6. Katlyn Klein (Academic Advisor, Academic Advisor – Pruitt)
 - 7. Erin Laughlin (Application Analyst – Financial Aid and Accounts Receivable, Financial Aid)
 - 8. Alexandra Lord (Event Stewardship Coordinator, Foundation Manager)
 - 9. Hadeel Mustafa (Program Coordinator, Social Sciences)
 - 10. Coretta Reneau-Burnett (Program Coordinator, School of Continuing Education)

11. Julie Russakis (HR Information System (HRIS) and Operations Manager, Human Resources)
 12. Valeria Echezuria Salcedo (Student Wellness Specialist, Student Wellness)
 13. Lindsay Skully (Associate Vice President Brand Experience, Marketing, Media and Brand)
 14. Jennifer Tirado (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
- o. Retirements:
1. Terry Bilak (Academic Advisor, Advising Services)
 2. Twyla Blair (Campus Coordinator, Okeechobee County)
 3. Leslie Hayes (Counselor, Advising and Career Services)
 4. Elaine Howell (Tutoring Center Coordinator, Tutoring Centers)
 5. Brent Marshall (Executive Director of Infrastructure, Institutional Technology)
 6. Christine Richard (Career Services Coordinator, Career Services)
- p. Separations of Service:
1. Kevin Cisneros (Mechanical Engineer, Facilities)
 2. Joseph DellaRocca (Head Softball Coach, Athletics)
 3. Glorymar Duke (HR Information System (HRIS) & Operations Manager, Human Resources)
 4. Simone DuPree (Student Wellness Specialist, Office of Student Life)
 5. Parisa Erfani (Accounts Receivable Specialist, Accounts Receivable)
 6. Sandrine Petit Frere (Career Pathways Facilitator, Adult Secondary Education)
 7. Jesus Hernandez (Maintenance, Physical Plant/Maintenance)
 8. Athyna Jarrach (Financial Aid Advisor, Pruitt Campus)
 9. Shawnta Kelly (Student Conduct Case Manager, Student Conduct)
 10. Christina Lynch (Student Wellness Specialist, Student Wellness)
 11. Wendy McNall (Assistant Professor I, Health Science)
 12. Anthony Moore (Event Maintenance and Support, Physical Plant/Maintenance)
 13. Jennifer Neubauer (Project Coordinator – Project Vision, Innovation and Business Development)
 14. Christopher Rivers (Groundskeeper, Grounds)
 15. Michele Welch (CTE and Adult Education Data Coordinator, Adult Secondary Education)

16. Jalisa Wingfield (Academic Coordinator, Educational Talent Search – Indian River County)
- q. Regular Part-Time Appointments:
 1. Gabriella Ammons (Program Assistant, Biological Sciences)
 2. Judy Lorenzi (Clerical Assistant, School of Continuing Education)
 3. Tracy Sharkey (HR Operations and Benefits Support Specialist, Human Resources)
 - r. Part-Time Temporary Non-Instructional Appointments:
 1. Solaris Alburry (Federal Work Study, Office of Student Life)
 2. Maria De La Cruz Aponte (Federal Work Study, Residence Life)
 3. Jayllyssa Destel (Federal Work Study, Recruitment and Admissions)
 4. Haschabna Dolce (Federal Work Study, Recruitment and Admissions)
 5. Deneka Findlay (Program Assistant, Workforce Education)
 6. Quiana Lundy (Federal Work Study, Office of Student Life)
 7. Yeimmy Ortiz (Adult Education Intake Specialist, Adult Secondary Education)
 8. Adrian Reyes (ASC Tutor, Tutoring Centers)
 9. Kyle Wilcox (Program Assistant, Workforce Education)
 - s. Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory)
 1. Lesly Bernard (Adult Education)
 2. Stephanie Davis-Chang (School of Business)
 3. Jorge Fernando Gravito Franco (English as a Second Language)
 4. Charles Kennedy (School of Business)
 5. Heather LaJoie (Health Science)
 6. Monserrath Martinez (Adult Education)
 7. John Payne (Biological Sciences)
 8. Devon Taylor (Adult Education)
 9. Jennifer Wright (Social Sciences)

15. Adjourn – *Chair Luna*

Indian River State College, Mission Statement

Indian River State College is dedicated to transforming lives by offering high-quality, affordable and accessible education.

The River is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing students of all backgrounds, ages, and abilities
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
CHAIR'S COMMENTS

TOPIC: Chair's Comments

SUMMARY:

Chair's Comments:

- a. Recognition of Trustee Milo Thornton
- b. University of East London Board of Governors and President's Visit and Partnership Signing Ceremony on May 19, 2026 at the Pruitt Campus
- c. Request approval to change the May 19th Meeting start time to 2:30 PM with Committee Meetings being held prior to the meeting to accommodate a Signing Ceremony with the University of East London Board of Governors at 3:30 PM

SUBMITTED BY:	Chair Luna	DATE:	4/28/26
BOARD ACTION:	None required	DATE:	4/28/26



**Indian River
State College**



**University of
East London**

**Board of Trustees & Board of Governor's Visit
Joint Luncheon, Partnership Signing Ceremony & Reception
Indian River State College – Pruitt Campus
500 NW California Blvd., Port St. Lucie, FL 34986**

May 19, 2026

9:45 AM – 10:00 AM	Arrive at Pruitt Campus - School of Nursing – Bldg. G Meet & Greet: Indian River State College: <ul style="list-style-type: none">• Dr. Tim Moore, President• Dr. Heather Belmont, VP of Academic Affairs, CAO University of East London: <ul style="list-style-type: none">• President & BOG
10:00 AM – 11:00 AM	Golf Cart Tour of Campus – STEM Center, Veteran's Center, Library & School of Nursing
11:00 AM – 12:15 PM Bldg. G, Room 105	Board of Trustees & Board of Governor's Joint Lunch
12:30 PM – 3:30 PM Bldg. G, Room 106	UEL Board of Governors Board Meeting (<i>Closed to public</i>)
12:30 PM – 2:30 PM STEM Center Research Coast Auditorium, S108	IRSC Board Committee Meetings (<i>As needed</i>)
2:30 PM – 3:30 PM STEM Center Research Coast Auditorium, S108	IRSC Board Meeting
3:30 PM – 5:00 PM STEM Center Research Coast Auditorium, S108	IRSC Board of Trustees & UEL Board of Governors Partnership Signing Ceremony & Reception

6:30 PM

IRSC & UEL Dinner (*optional for IRSC DBOT*)
Kyle G's Prime Seafood & Steaks
10900 S Ocean Drive
Hutchinson Island, FL 34957

DRAFT



Indian River State College

District Board of Trustees

2025/26 Meeting Schedule

Meetings will be held where indicated on the 4th Tuesday of the month at 1:00 PM unless otherwise noted. Committee meetings will be held prior to the Board Meeting as needed.

August 26, 2025

1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

September 23, 2025

1:00 PM

Education Lab, Room 157

Indiantown High School, Indiantown

October 28, 2025

1:00 PM

Williamson Conference Center Auditorium, C112

IRSC Dixon Hendry Campus, Okeechobee

November 18, 2025

(One week prior to Thanksgiving Holiday)

1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

January 27, 2026

1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

**Changed due to water issue at Chastain*



February 24, 2026

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

March 24, 2026

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

April 28, 2026

1:00 PM

Wolf High Technology Center - Johnson Auditorium, C101
IRSC Chastain Campus, Stuart

May 19, 2026

2:30 PM

(One week prior to Memorial Day Holiday)

STEM Center Research Coast Auditorium, S108
IRSC Pruitt Campus, Port St. Lucie

June 23, 2026

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

August 25, 2026

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

*No Meetings in July or December



TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

The Board and President wish to recognize and congratulate the following individuals:

- a. Retirement Recognition for Twyla Blair for her 19 years of service to the College – *recognition by Beth Gaskin & Maria Johnson*
- b. Recognition of the FTYCMA Math Olympic Award Winners & College Math Olympic Competition and Award Winners – *Dr. Anthony Dribben & Tiffany Lewis*
- c. Team Member of the Month:
 - April 2026 – Maureen Bennett - *recognized by Dr. Heather Belmont*

SUBMITTED BY: Dr. Tim Moore

DATE: 4/28/26

BOARD ACTION: None required

DATE: 4/28/26

Announcing the April 2026 Team Member of the Month

Maureen Bennett, Clerk
Academic Affairs, Massey Campus

Fort Pierce resident Maureen Bennett is the Indian River State College April 2026 Team Member of the Month.

Maureen is being recognized for going above and beyond in her part-time role as Clerk in the Office of Academic Affairs. When the Executive Manager of the President's Office was out on medical leave, Maureen didn't just maintain her part-time duties – she reached out on her own to volunteer to take on the critical responsibility of preparing for the District Board of Trustees Meetings.

As a part-time member of our team, she took on this critical responsibility with very little training. Her meticulous attention to detail and ability to complete these tasks effectively under pressure have been invaluable to our operations. The board materials were prepared professionally, accurately and were ready on time. Her ability to step up, take ownership of this important process, and deliver results effectively is a testament to her professionalism.

Those who work with Maureen agree, “We are truly lucky to have her on our team.”

Maureen first joined the College part-time in October of 2018, as a Clerk in the Office of Academic Affairs, where she still serves today.

CONGRATULATIONS, MAUREEN!

April 2026 Team Member of the Month

The Team Member of the Month Award recognizes a non-instructional employee. Nominations are evaluated by the Employee Recognition Committee, which is comprised of IRSC staff members, faculty, and administrators. For more information, contact Committee Chair Sera Fini Phillips at 772-462-7234.



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the March 24, 2026 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Request approval of the March 24, 2026 Board Meeting Minutes.

SUBMITTED BY: Suzanne Parsons

DATE: 4/28/26

BOARD ACTION:

DATE: 4/28/26

**INDIAN RIVER STATE COLLEGE
DISTRICT BOARD OF TRUSTEES**

REGULAR MEETING

March 24, 2026

The regular meeting of the District Board of Trustees of Indian River State College was held on March 24, 2026, beginning at 1:00 PM in the Board Room, A301 in the Ben L. Bryan Administration Building at the Indian River State College Massey Campus in Fort Pierce, FL.

REGULAR MEETING

Those present:

**Christa Luna, Okeechobee County, presiding
Susan Caron, St. Lucie County
Anthony George, Martin County
Vicki Davis, Martin County
J. Brantley Schirard, St. Lucie County
Jose Conrado, Indian River County
Melissa D. Kindell, Okeechobee County**

ATTENDANCE

Absent:

Milo Thornton, Indian River County

Also Present:

**Timothy E. Moore, Ph.D., President
Kevin Hyde, General Counsel
Brianne Hutchinson, Recorder**

Others present:

Heather Belmont, Vice President of Academic Affairs

**Angela Browning, Vice President of Research &
Governmental Relations**

Beth Gaskin, Vice President for Student Success

**Edith Pacacha, Vice President of Administration &
Finance, CFO**

**Annabel Robertson, Vice President of Institutional
Advancement**

Don Bergmann, Chief of Campus Safety

**Tony Quinn, Associate Vice President of Capital
Planning, Projects, and Facilities**

**Andrew Treadwell, Associate Vice President of
Government & Community Relations**

**Calvin Williams, Associate Vice President of Advising
and Career Services**

**Mia Tignor, Associate Vice President of Academic
Affairs**

**Floralba Arbelo, Associate Vice President of Student
Life**

**Emily Mass, Associate Vice President of Recruitment
and Admission**

Lou Caprino, Executive Dean of Public Service

Scott Kimmelman, Athletic Director

Anthony Dribben, Executive Dean of Math & Science

**Stephanie Etter, Executive Dean of Adult and
Continuing Education**

**Patty Gagliano, Executive Dean of Health & Human
Services**

**Alex Kanter, Associate Dean of English, Philosophy
And Performing Arts**

Tiffany Lewis, Associate Dean of Mathematics
Adriene Jefferson, Dean of Northwest Center
Victoria Ortiz-Lucas, Chief Budget Officer
**Cindy Bruin, Executive Director, Grants, and
Sponsored Programs**
**Lisa Davenport, Executive Director/Principal –
Indiantown High School**
**Leslie Judd, Executive Director/Principal –
Clark Advanced Learning Center**
**Giovanni Barbieri, Director of Institutional Projects
and Community Engagement**
**Samantha Cullinan, Early Childhood Education
Director**
Sion Brinn, Head Men and Women’s Swim Coach
Soeurette Bruny, Faculty
Scott Simmons, Faculty
Shaun Wightman, Faculty
Maureen Bennett, Staff
Gracia Buzziz, Staff
James Crocco, Staff
Ashley Days, Staff
Hudson Lana, Staff
Howard Matnzer, Staff
Lily Medina Gonzalez, Staff
Laura Midkiff, Staff
Zujey Perez, Staff
Frances Rowles, Staff
Kathleen Walter, Staff
Joe Wilson, Staff
Makaria Sandlin, SGA President
Dan Yankwitt, Student

Larryton McNealy, Martin Luther King, Jr.

Commemorative Committee of St. Lucie County

Breanna Hoot, Guest

Ashley Dean, Guest

Chair Luna called the meeting to order at 1:00 PM and led the Pledge of Allegiance.

Makaria Sandlin, SGA President, provided the Student Government Association report. She provided updates on current initiatives promoting academic support and student wellness resources, including tutoring and test anxiety workshops. Upcoming student events include the April 3 Grad Bash Pool Party.

The Board was informed of upcoming honor society inductions for NSLS, SALUTE Veterans (inaugural), and Phi Theta Kappa, highlighting significant student participation and growth.

The Florida College System Student Government Association end-of-year conference will be hosted at IRSC April 9–11.

David Yankwitt and several students reported on their participation in the inaugural Sunshine State Debate, noting its success and expressing pride in the

CALL TO ORDER

**STUDENT GOVERNMENT
ASSOCIATION REPORT**

students, noting that several students are interns for Trustee Davis' office. Students also expressed interest in exploring IRSC as a future host site for debates.

Head Swimming & Diving Coach Sion Brinn reported on the program's success at the 2026 NJCAA Swimming & Diving Championships held March 4–7 at IRSC. Coach Brinn highlighted the men's team earning its 52nd consecutive National Championship, extending the longest active championship streak in collegiate sports, and the women's team capturing its 48th National Championship. He noted multiple national-record performances and the women's team winning every event at the meet.

Coach Brinn recognized his coaching staff and support team for their critical role in the program's continued success and emphasized that sustained excellence is made possible through strong institutional support and leadership. He expressed pride in the student-athletes, staff, and the College community, noting the significance of achieving these milestones at IRSC's home facility.

Adriene Jefferson introduced Larryton McNealy, Chair of the Martin Luther King, Jr. Commemorative

**RECOGNITION
SWIMMING AND DIVING
TEAMS**

**RECOGNITION OF DR.
MOORE BY THE MARTIN
LUTHER KING, JR.
COMMEMORATIVE**

Committee of St. Lucie County, who presented Dr. Timothy E. Moore with a recognition plaque in grateful appreciation of his dedication to the Martin Luther King Jr. Society and his partnership in advancing its mission of leadership, educational access and equity, service, and community engagement.

COMMITTEE OF ST. LUCIE COUNTY

Dr. Heather Belmont invited Makaria Sandlin to recognize the following Faculty Members of the Month:

FACULTY MEMBERS OF THE MONTH

- February 2026 – Shaun Wightman
- March 2026 – Soeurette Bruny

**FEBRUARY 2026 – SHAUN WIGHTMAN
MARCH 2026 – SOEURETTE BRUNY**

President Moore, Dr. Belmont, and the Board congratulated Shaun and Soeurette on their accomplishments and presented them with their coins.

Alex Kanter recognized Joe Wilson, Assistant Technical Director in the Performing and Visual Arts Department, who was awarded the Kennedy Center American College Theatre Festival (ACTF) Gold Medallion at the 58th ACTF Region IV Festival in Montgomery, Alabama. The Gold Medallion is the highest regional honor in collegiate theatre education and recognizes extraordinary contributions to theatre education and long-standing service to the American College Theatre Festival. This recognition reflects both

RECOGNITION OF AMERICAN THEATRE FESTIVAL GOLD MEDALLION WINNER – JOE WILSON

Mr. Wilson’s dedication to student development and Indian River State College’s continued excellence in the performing arts.

Cindy Bruin recognized the following Team Member of the Month:

- March 2026 – Ashley Days

President Moore and the Board congratulated Ashley on her accomplishments and presented her with the Team Member of the Month Challenge Coin.

Chair Luna requested a motion to approve the minutes of the February 24, 2026 Board Meeting.

On a motion by Tony George, seconded by Brant Schirard, and passed by the Board, the minutes of the February 24, 2026 Board Meeting were approved.

Chair Luna received no requests for public comment, so she moved on to the next item on the agenda.

President Moore presented to the Board, for its information, the following updates:

- Shared additional conceptual photos of the commissioned Falcon statue by artist Geoffrey Smith, providing greater perspective on the scale of the piece.

RECOGNITION - TEAM MEMBER OF THE MONTH

MARCH 2026 – ASHLEY DAYS

**REQUEST APPROVAL OF THE FEBRUARY 24, 2026 BOARD MEETING MINUTES
MOTION TO APPROVE THE FEBRUARY 24, 2026 BOARD MEETING MINUTES**

OPEN TO PUBLIC COMMENT

PRESIDENT’S REPORT

Previous images had been shared, but these further illustrate its impact. The statue is expected to serve as an iconic campus focal point, photo opportunity, and symbol of pride.

- Shared his pride in the strong student leadership at the College, commending the students who presented earlier.
- Reported that USA Team Handball is officially on campus following the launch of the strategic partnership and expressed excitement about the collaboration.

President Moore presented to the Board, for its information, the Calendar of Events for April 2026.

CALENDAR OF EVENTS

Dr. Hageloh presented the Strategic Initiatives Update:

STRATEGIC INITIATIVES

Dr. Hageloh provided a brief update on the ERP rollout, noting that multiple components will be going live soon, and thanked Praveen and his team for their hard work on the project. He also introduced Lindsay Ann Skully as the College's new Associate Vice President of Brand Experience, highlighting her background in paid media, strategic campaign

planning, and cross-platform optimization, with prior roles at Monks, Goodway Group, and Tilted Chair.

Annabel Robertson presented the Foundation Update:

FOUNDATION UPDATE

- Annabel reported on the recent Foundation Board of Directors strategic planning meeting, noting that the plan is being finalized for approval by the Foundation Board and will then be brought to the District Board of Trustees. She shared that the Foundation continues to experience strong growth, with current endowment and total assets totaling approximately \$170 million, and fundraising on track at approximately \$2.5 million for the current budget year.
- She noted the Foundation is entering its budgeting process and will work closely with the College's financial team to prioritize needs.
- Upcoming events include the Entrepreneur of the Year event, beginning with a breakfast in April, and the Promise Cup Golf Tournament scheduled for May 15.

- Annabel also introduced the Foundation's new Event and Stewardship Coordinator, Alexandra "Allie" Lord.

Don Bergmann presented the Campus Safety

CAMPUS SAFETY UPDATE

Update:

- An overview was provided of cross-functional public safety initiatives aimed at modernizing campus police operations, including transitioning to a hybrid campus police security force, pursuing professional accreditation, enhancing officer recruitment and training, establishing police and dispatcher job classifications, expanding access control and camera coverage, assessing staffing levels, and centralizing communications through a single emergency number with 24/7 certified dispatch.
- It was noted that the Board will be asked to consider a resolution establishing the Indian River State College Police Department under Florida statute, which would initiate the FDLE process and formalize sworn law enforcement authority on college property.

Andy Treadwell presented the Legislative Update:

**2026 LEGISLATIVE
UPDATE**

- The Florida Legislative Session concluded without final approval of the state budget. While higher education funding priorities were outlined by both chambers, a special session or extended negotiations are anticipated to complete the budget.

Tony George reported on the Finance Committee Meeting held earlier in the day.

**FINANCE COMMITTEE
MEETING REPORT**

On a motion by Tony George, seconded by Susan Caron and passed by the Board, the following Finance Committee Meeting items were approved and/or presented for information only:

**MOTION ON FINANCE
COMMITTEE MEETING
ITEMS**

1. 2025-26 Budget Amendments:
 - a. No. 7 – Fund 1 - Current Fund-
Unrestricted
 - b. No. 8 – Fund 2 – Current Fund
Restricted
 - c. No. 9 - Fund 7 - Unexpended Plant

**2025/26 BUDGET
AMENDMENTS NO. 7, 8 &
9**

2. Increase to the Standard Unsolicited Proposal Review Fee to \$25,000 with ability to add additional fees as deemed necessary

**INCREASE TO STANDARD
UNSOLICITED PROPOSAL
REVIEW FEE TO 25,000
WITH ABILITY TO ADD
ADDITIONAL FEES AS
DEEMED NECESSARY**

3. Indian River State College Financial Audit Report for the Fiscal Year Ended June 30, 2025 (*information only*)

IRSC FINANCIAL AUDIT REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025

4. Historical Summary – Fund 1 (*information only*)

HISTORICAL SUMMARY – FUND 1

5. Condensed Financial Report & Highlights as of January 2026 (*information only*)

CONDENSED FINANCIAL REPORT & HIGHLIGHTS AS OF JANUARY 2026

Jose Conrado reported on the Academic Affairs & Charter Schools Governance Committee Meeting held earlier in the day.

ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING

On a motion made by Jose Conrado, seconded by Susan Caron, and passed by the Board, the following Academic Affairs & Charter Schools Governance Committee Meeting items were approved:

MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

1. Clark Advanced Learning Center 2026-2027 Academic Calendar

CLARK 2026-2027 ACADEMIC CALENDAR

2. University of East London (UEL) and IRSC Affiliate Partnership Agreement

UEL AND IRSC AFFILIATE PARTNERSHIP AGREEMENT

3. Child Development Center (CDC) weekly rate increase

CHILD DEVELOPMENT CENTER (CDC) WEEKLY RATE INCREASE

Brant Schirard reported on the Facilities Committee Meeting held earlier in the day.

FACILITIES COMMITTEE MEETING REPORT

On a motion made by Brant Schirard, seconded by Vicki Davis, and passed by the Board, the following Facilities Committee Meeting items were Tabled and/or approved:

**MOTION ON FACILITIES
COMMITTEE MEETING
ITEMS**

1. College Owned Properties (Tabled)

**COLLEGE OWNED
PROPERTIES (ITEM
TABLED)**

- a. 2501 S 29th Street Proposal
- b. 2515 S 29th Street Proposal
- c. 2603 S 29th Street Proposal
- d. 2622 S 30th Street Proposal
- e. 2950 Edwards Road Proposal
- f. 3049 Old Edwards Road Proposal
- g. 3063 Old Edwards Road Proposal
- h. 3089 Old Edwards Road Proposal
- i. South 29th Street Proposal
- j. TBD Edwards Road Proposal

**2. Massey Campus Science “N” Building Phase
IV, 1st Floor and Building Systems Design**

**MASSEY CAMPUS
SCIENCE “N” BLDG,
PHASE IV, 1ST FLOOR &
BLDG SYSTEMS DESIGN
INDEPENDENT
CONTRACTOR AGRMTS
AIRSTRON MECHANICAL**

3. Independent Contractor Agreements:

- a. Airstron Mechanical
- b. The BG Group

THE BG GROUP

Chair Luna requested a motion on the Consent Items.

CONSENT ITEMS

On a motion by Vicki Davis, seconded by Jose Conrado, and passed by the Board, the following Consent Items were approved:

MOTION ON CONSENT ITEMS

- | | |
|---|---|
| a. Child Development Center (CDC) Weekly Rate Increase (moved to Academic Affairs & Charter Schools Governance Committee) | CHILD DEVELOPMENT CENTER WEEKLY RATE INCREASE MOVED TO COMMITTEE |
| b. IRSC Summer 2026 4-day week Summer Schedule | IRSC SUMMER 2026 4-DAY WEEK SUMMER SCHEDULE |
| c. Approval for Board Policy Update – Holidays and Closed Periods | APPROVAL FOR BOARD POLICY UPDATE – HOLIDAYS AND CLOSED PERIODS |
| d. Clinical Teaching Experience Agreement with Imagine School, West Melbourne, FL | CLINICAL TEACHING EXPERIENCE AGREEMENT WITH IMAGINE SCHOOL, WEST MELBOURNE, FL |
| e. Clinical Teaching Experience Agreement with Vanguard School, Coconut Grove, FL | CLINICAL TEACHING EXPERIENCE AGREEMENT WITH VANGUARD SCHOOL, COCONUT GROVE, FL |
| f. CareerSource Heartland MOU Renewal | CAREERSOURCE HEARTLAND MOU RENEWAL |
| g. Purchase of Computers for Dental Department | PURCHASE OF COMPUTERS FOR DENTAL DEPARTMENT |
| h. Subscription Order for Ascend Software for Dental Department w/Henry Schein | SUBSCRIPTION ORDER FOR ASCEND SOFTWARE FOR DENTAL DEPARTMENT W/ HENRY SCHEIN |

- i. Academic Impressions Services Agreement
- j. Full-Time Appointments
- k. Retirements
- l. Separation of Service
- m. Regular Part-Time Appointments
- n. Part-Time Temporary Non-Instructional Appointments
- o. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED Vocational Credit; Vocational Supplemental; and Vocational Preparatory)

ACADEMIC IMPRESSIONS
 SERVICES AGREEMENT
 FULL-TIME
 APPOINTMENTS
 RETIREMENTS
 SEPARATION OF
 SERVICE
 REGULAR PART-TIME
 APPOINTMENTS
 PART-TIME TEMPORARY
 NON-INSTRUCTIONAL
 APPOINTMENTS
 PART-TIME
 INSTRUCTIONAL
 CERTIFICATIONS

There being no further business, the meeting
 adjourned at 2:33 PM.

ADJOURNMENT

 Christa Luna
 Chairperson

 Timothy E. Moore, Ph.D.
 Secretary

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR
OPEN TO PUBLIC COMMENT

IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS

The District Board of Trustees (Board) recognizes the value of receiving input from the public. To maintain orderly conduct and proper decorum at its meetings, this policy sets forth the Board's viewpoint-neutral rules related to public input at Board meetings, which are limited public forums.

Members of the public shall be given a reasonable opportunity to provide input to the Board.

Definitions

Presiding Officer is a member of the Board that is serving in the role of Chair.

For purposes of this policy, a proposition is an item before the Board for a vote, and includes, but is not necessarily limited to, all items on the agenda noted as unfinished business, consent, and nonconsent. A proposition may also include a vote on a motion to rescind or to amend action previously taken, but does not generally include items on the special order agenda.

Propositions do not include the following:

- A. an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;
- B. an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- C. a meeting that is exempt from F.S. 286.011 (the Public Meetings Law); or
- D. a meeting at which the Board is sitting in its quasi-judicial capacity.

Nothing in this policy otherwise limits the right of an individual to be heard as otherwise required by law or Board policy.

Designated Public Input Period

The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action.

The portion of the meeting during which participation of the public is invited shall be limited to a total of thirty (30) minutes, unless adjusted by a vote of the Board. Public input will be received prior to the Board taking official action on a proposition.

Requirements When Providing Public Input

When providing public input, an individual must adhere to the following requirements:

- A. Individuals desiring to provide public input must complete a public input form with their name and identify the proposition or matter on which the individual desires to speak.
- B. Individuals will be given the opportunity to speak in the order in which their form is received.
- C. Each individual speaker shall be allotted up to a total of three (3) minutes. The time period may be adjusted by the presiding officer.
- D. Individuals who have filled out the Board's public input form may not delegate their allotted time to speak to other individuals.
- E. If the number of individuals signed up to provide public input exceeds the number of minutes designated for public input, the total allotted time for public input may be prorated evenly among all individuals who have completed a public input form.
- F. Rather than all members of groups or factions desiring to speak on a particular matter at meetings in which a large number of individuals wish to be heard, the Board encourages representatives of such groups or factions to address the matter in their representative capacity.
- G. Individuals may not utilize any demonstrative aids when providing public input.

Additional Rules of Decorum and Conduct

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct. Pursuant to Florida law, the presiding officer may request that a law enforcement authority or sergeant-at-arms designated by the presiding officer remove a disorderly individual when such individual fails to adhere to the Board's rules after being warned that continued interference with the orderly processes of the meeting will result in removal.

The presiding officer shall be guided by the following rules:

- A. Public input shall be permitted as indicated on the order of business and before the Board takes an official position on any action item under consideration.

AGENDA ITEM NO. 5

B. Individuals must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.

C. All statements shall be directed through the presiding officer. Staff members shall not be expected to answer questions from the audience unless called upon by the presiding officer or the President.

D. Audio or video recordings are permitted under the following conditions:

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted in the meeting room while the Board is in session.
3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

E. The presiding officer may:

1. stop, interrupt, or warn, an individual when a statement is repetitive or a true threat;

A statement that is threatening in nature is one containing language meant to frighten or intimidate one (1) or more specified persons into believing they will be harmed by the speaker or someone acting at the speaker's behest.

2. stop, interrupt, or warn an individual when their language or gestures that are crude, abusive, vulgar, offensive, pornographic, depict or describe sexual conduct, or indecent.

An abusive statement shall be understood to mean containing language that is harsh, insulting, cruel, or malicious.

3. stop, interrupt, or warn an individual when a statement is not related to a proposition before the Board;
4. stop, interrupt, or warn an individual when the individual shouts, uses profanity, causes a disruption to the Board's ability to maintain orderly conduct and proper decorum, or engages in conduct that constitutes a violation of F.S. 877.13;
5. request any individual to stop speaking and/or leave the meeting when that person fails to adhere to the Board's rules of decorum and conduct; and
6. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

AGENDA ITEM NO. 5

Any person or group challenging any Board action decided in a Board business meeting shall ensure that a verbatim record is made at that person or group's expense of the portion of the Board business meeting which includes the action challenged and all testimony or other evidence required to comply, in all respects, with F.S. Chapter 120 and F.S. 286.0105 and 286.0114.

Effective 11/1/23

Revised 6/24/25

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DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

- Monthly President's Report:
- a. President's Update
 - b. Calendar of Events for May 2026

SUBMITTED BY: Dr. Tim Moore DATE: 4/28/26

BOARD ACTION: None required DATE: 4/28/26



TOPIC: Strategic Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:
The Executive Vice President of Strategic Initiatives will provide a monthly update;

ALTERNATIVE(S): N/A

FOR CONTRACTS: N/A

PRESIDENT’S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Michael Hageloh

DATE: 4/2/26

BOARD ACTION: None Required

DATE: 4/28/26



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Foundation Update

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Vice President of Institutional Advancement requests approval of a Resolution approving the assignment of the 1993 River Hammock lease to River Hammock Holdings, LLC and approve execution of all related ground leases, easement, and transfer documents to facilitate ownership and operation of student housing.

Jonathan D. Wallace, Esquire, with Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. have prepared all documents for the Indian River State College Foundation

ALTERNATIVE(S): N/A

FOR CONTRACTS: N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Annabel Robertson

DATE: 4/2/26

BOARD ACTION:

DATE: 4/28/26

RESOLUTION

for consideration by

The District Board of Trustees of Indian River State College, Florida

at Meeting on April 28, 2026

[approval of River Hammock Holdings, LLC real estate documents]

WHEREAS, The District Board of Trustees of Indian River State College, Florida (the “District Board of Trustees”) leased property to Indian River State College Foundation, Inc. (the “Foundation”) for the purpose of constructing student housing, pursuant to that certain Lease Agreement, between the District Board of Trustees and the Foundation, dated March 23, 1993 (the “1993 Lease”); and

WHEREAS, the Foundation constructed the River Hammock student housing on the property leased pursuant to the 1993 Lease; and

WHEREAS, the Foundation has formed River Hammock Holdings, LLC, a single member limited liability company wholly-owned by the Foundation, to hold and operate the River Hammock student housing.

NOW, THEREFORE, it is

RESOLVED, that the District Board of Trustees is authorized to enter into that certain Lease Assignment and Indemnity, by and among Indian River State College Foundation, Inc. as “Assignor”, River Hammock Holdings, LLC as “Assignee”, and the District Board of Trustees as “Landlord”, pursuant to which Assignor and Landlord agree and intend that all rights and obligations under the 1993 Lease shall be assigned to Assignee; and

FURTHER RESOLVED, that the District Board of Trustees is authorized to enter into that certain Amended and Restated Ground Lease Agreement, by and among River Hammock Holdings, LLC as “Tenant” and The District Board of Trustees as “Landlord”, pursuant to which The District Board of Trustees and River Hammock Holdings, LLC, amend and restate the 1993 Lease; and

FURTHER RESOLVED, that the District Board of Trustees is authorized to enter into that certain Memorandum of Ground Lease, by and between the District Board of Trustees as “Landlord” and River Hammock Holdings, LLC as “Tenant”, which describes the Amended and Restated Ground Lease Agreement for recording; and

FURTHER RESOLVED, that the District Board of Trustees is authorized to enter into that certain Easement Agreement, by and between the District Board of Trustees as “Grantor” and River Hammock Holdings, LLC as “Grantee”, pursuant to which Grantor grants to Grantee a non-exclusive easement over, under and across the Easement Property (as defined in the Easement Agreement); and

FURTHER RESOLVED, that the District Board of Trustees hereby approves, adopts, ratifies and confirms the terms and provisions of the Lease Assignment and Indemnity, the Amended and Restated Ground Lease Agreement, the Memorandum of Ground Lease (and the recording of the Memorandum of Ground Lease), and the Easement Agreement, including all exhibits attached thereto (collectively, the “Real Estate Documents”); and

FURTHER RESOLVED, that in connection with the authorization of the Real Estate Documents, the District Board of Trustees approves the Foundation’s transfer of its interest in the River Hammock student housing to River Hammock Holdings, LLC, by Quit Claim Deed; and

FURTHER RESOLVED, that Timothy E. Moore, President of Indian River State College and Corporate Secretary of the Board of Trustees, is hereby empowered, authorized and directed to cause the District Board of Trustees to execute and deliver the Real Estate Documents on behalf of the District Board of Trustees; and

FURTHER RESOLVED, that Timothy E. Moore, President of Indian River State College and Corporate Secretary of the District Board of Trustees, is hereby authorized and directed to take all such further actions as he shall deem necessary, desirable, advisable or appropriate, to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing Resolutions.

Real Estate Documents (Attached):

Lease Assignment and Indemnity
Amended and Restated Ground Lease Agreement
Memorandum of Ground Lease
Easement Agreement

LEASE ASSIGNMENT AND INDEMNITY

This **LEASE ASSIGNMENT AND INDEMNITY** ("Assignment") is executed this 28th day of April 28, 2026, by and among the INDIAN RIVER STATE COLLEGE FOUNDATION, INC., a Florida not for profit corporation ("Assignor"), RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company ("Assignee") and THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA ("Landlord").

RECITALS:

Landlord and Assignor are party to that certain Lease Agreement dated March 23rd, 1993 (the "Original Lease") pursuant to which Landlord leased certain premises to Assignor as more particularly set forth therein ("Leased Premises"). A true and complete copy of the Original Lease is attached hereto as Exhibit A.

On or about the date hereof, Assignor and Landlord agree and intend that all rights and obligations under the Original Lease (including to all improvements thereon) shall be absolutely assigned by Assignor to Assignee.

AGREEMENT:

1. Assignment. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby fully assigns all right, title and interest in and under the Original Lease to Assignee, and Assignee hereby accepts the assignment of all right, title and interest of Assignor under the Lease and agrees to assume all obligations thereunder from the date of this Assignment forward.

2. Release and Indemnity. Landlord and Assignor hereby release and indemnify Assignee for any obligations of any nature as tenant under the Original Lease which remain outstanding, unpaid, or unperformed as of the date hereof.

3. Miscellaneous.

(a) This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument.

(b) This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

(c) All rights and liabilities of the parties hereto shall extend to and bind the respective heirs, legal representatives, successors and assigns of the parties hereto.

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

LANDLORD:

THE DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE, FLORIDA

By: _____
Name: Timothy E. Moore
Title: Secretary

ASSIGNOR:

INDIAN RIVER STATE COLLEGE
FOUNDATION, INC., a Florida not for profit
corporation

By: _____
Name: Annabel Robertson
Title: Executive Director

ASSIGNEE:

RIVER HAMMOCK HOLDINGS, LLC, a Florida
limited liability company

By: _____
Name: Annabel Robertson
Title: Executive Director

EXHIBIT "A"

AGENDA ITEM NO. 9
March 23, 1993

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 23rd day of March, 1993, between DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER COMMUNITY COLLEGE, Fort Pierce, Florida, its successors and assigns, hereinafter referred to as IRCC, Lessor, and INDIAN RIVER COMMUNITY COLLEGE FOUNDATION, INC., Fort Pierce, Florida, herein after called FOUNDATION, Lessee;

IN CONSIDERATION of the promises and conditions contained herein, IRCC and FOUNDATION agree as follows:

1. IRCC hereby leases to FOUNDATION that certain real estate on which student housing is to be constructed, said real estate being described in Exhibit A attached hereto.

2. USE OF PREMISES. FOUNDATION agrees to construct student housing of a design and quality approved by IRCC on the leased premises.

3. TERM. The term of this Lease shall be for ninety-nine (99) years, commencing the day both parties have executed this Lease.

4. RENT. There shall be Ninety-nine Dollars (\$99.00) paid to IRCC from FOUNDATION at the commencement of this Agreement as total rent for the entire lease term.

5. INSURANCE. FOUNDATION agrees to maintain and keep in full force and effect during the term of this Lease fire and extended coverage and liability insurance covering the leased premises and improvements thereon of an amount agreeable to IRCC and FOUNDATION and in an amount sufficient to cover liability as provided in Florida Statutes.

6. AMENDMENT. This Lease Agreement may be amended jointly by IRCC and FOUNDATION.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates as indicated below.

Signed by the President of DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER COMMUNITY COLLEGE, this 23rd day of March, 1993.

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER COMMUNITY COLLEGE
Lessor.

By Edwin R. Massey
Edwin R. Massey, President
Indian River Community College

EXHIBIT "A"

LEASE AGREEMENT - Page Two

Signed by the President of INDIAN RIVER COMMUNITY COLLEGE
FOUNDATION, INC., this 9th day of ~~March~~, 1993.

^{April}
INDIAN RIVER COMMUNITY COLLEGE
FOUNDATION, INC., Lessee

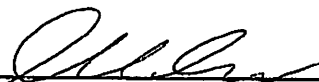
By 
Alto Adams, Jr., President

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 87°32'47" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 547.53 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 87°32'47" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 76.54 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE NORTHEAST 1/4; OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE CONTINUE NORTH 87°32'47" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LEAVING SAID SOUTHLINE OF SAID NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 524.29 FEET; THENCE NORTH 02°27'13" EAST LEAVING SAID SOUTH LINE, A DISTANCE OF 266.33 FEET; THENCE SOUTH 87°32'47" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 02°27'13" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 87°32'47" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 02°27'13" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 87°32'47" EAST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 02°27'13" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 87°32'47" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 02°27'13" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 87°32'47" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 02°27'13" WEST, A DISTANCE OF 266.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.522 ACRES.

BEARING BASE: THE SOUTH R/W LINE OF CANAL NO. 8 IS TAKEN TO BEAR S.87°42'57"E. AND ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

LEGEND:

P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.O.C. = POINT OF COMMENCEMENT

AMENDED AND RESTATED GROUND LEASE AGREEMENT

This **AMENDED AND RESTATED GROUND LEASE AGREEMENT** (this “Lease”) is made effective the ____ of _____, 2026 (the “Effective Date”), by and between the RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company (the “Tenant” hereunder), as successor in interest by assignment by Indian River State College Foundation, Inc., a Florida not for profit corporation (the “Foundation”), and THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA (the “Landlord” or the “College” hereunder).

RECITALS

A. Landlord is the fee simple owner of that certain real property located in St. Lucie County, Florida (hereinafter referred to as the “College Property”); and

B. Pursuant to the terms of that certain Lease Agreement dated March 23, 1993 executed by and between the Landlord, as lessor, and the Foundation, as lessee (“Original Ground Lease”), Landlord leased a portion of the College Property to the Foundation described on Exhibit A attached hereto (the “Facilities Property”) upon which the Foundation constructed and has operated six (6) dormitory buildings comprising student housing for the College (such improvements and all appurtenances thereto, the “Facilities”); and

C. On or about the date hereof, the Foundation has absolutely assigned to Tenant, a wholly-owned limited liability company of the Foundation, all of its right, title and interest as lessee under the Original Ground Lease pursuant to that certain Assignment of Lease and Indemnity Agreement dated of even date herewith executed by the Foundation, as assignor, and Tenant, as assignee (“Assignment”).

D. Following the Assignment, Landlord and Tenant have agreed and do hereby intend to amend and restate the Original Ground Lease, in its entirety, as further specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars, the obligations of Tenant to pay rent as provided hereinbelow, and the terms, provisions and covenants hereinafter set forth, the parties do hereby agree as follows:

1. **Recitals; Conflicts.** The above recitals are true and correct in all respects and are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and provisions of the Original Ground Lease and this Lease, the terms and provisions of this Lease shall control and prevail.

2. **Restatement of Lease; Lease of Facilities Property.** Landlord and Tenant hereby agree that the terms of this Lease constitute a restatement, in its entirety, of the terms of the Original Ground Lease and an uninterrupted continuation thereof. Landlord hereby

continues to lease to Tenant, and Tenant leases from Landlord, the Facilities Property upon the terms and condition as set for herein.

3. **Term.** The term of this Lease shall run until the date that is ninety-nine (99) years after the Effective Date (the "Term").

4. **Access to College Property; Grant of Easement.** Landlord acknowledges and agrees that it shall grant access to Tenant (for the benefit of Tenant and its agents, employees, licensees, invitees, lessees) over and across those portions of the College Property depicted and legally described on Exhibit B attached hereto for ingress, egress, parking, use of common roadway, storm water drainage, lighting, landscaping, irrigation and other systems and facilities serving the Facilities ("Easement Area"). The form of easement to be executed and recorded by Landlord concurrent with the execution of this Lease is as attached as Exhibit C attached hereto.

5. **Ownership of Facilities.** During the Term of this Lease, Tenant shall own all of the Facilities. At the expiration or earlier termination of the Term of this Lease, Tenant shall yield the Facilities to Landlord in its "as is" condition, and the Improvements and any other leasehold improvements shall become the sole property of Landlord without any compensation to Tenant and free and clear of any right, title, interest, claim or demand of Tenant or of anyone claiming through or under Tenant. Notwithstanding the foregoing to the contrary, Tenant shall have the right, at any time during the Term, and up to thirty (30) days after the expiration or earlier termination of this Lease, to remove any or all of Tenant's trade fixtures, furniture, equipment, and property from the Facilities. Tenant shall repair any damage which may result to the Facilities from such removal, normal wear and tear excepted. In the event Tenant fails to remove those items, the items shall be deemed abandoned and shall be the property of Landlord. On or before the expiration or termination of this Lease, Tenant shall cause any mortgages, deeds of trust, liens or encumbrances created by, through or under Tenant to be fully released and discharged. Subject to abandonment by Tenant more than thirty (30) days after the expiration or earlier termination of the Term, all trade fixtures, furniture, equipment, leasehold improvements and property of any nature which may be installed or placed in or upon the Property by Tenant shall remain the property of Tenant.

6. **Use of Facilities.** Tenant shall use the Facilities solely for residential housing of active and current students of the College. Tenant shall not use the Facilities, or permit or suffer the Facilities to be used, for any other use or purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall not injure, overload, or deface or suffer to be injured, overloaded or defaced, the Facilities or any part thereof, or store inflammable or explosives in any part thereof. Tenant shall comply with all laws and all governmental authorities and the provisions of all existing recorded instruments respecting the use of and operations and activities on the Facilities, and shall not make, suffer or permit any unlawful, improper or offensive use of the Facilities or permit any nuisance or menace thereon. Tenant shall, at Tenant's sole cost and expense, faithfully observe all governmental ordinances and state and federal statutes and regulations now in force or which may hereafter be in force with respect to the use of and operations and activities on the Facilities.

7. **Rent.** Tenant shall pay to Landlord on the date of this Agreement, and by execution below acknowledges receipt of, the sum of Ninety-nine Dollars (\$99.00) as total rent due for the entire Term.

8. **Subordination, Non-disturbance, Attornment and Estoppel Certificate.**

(a) Landlord represents and warrants that as of the Effective Date, the Facilities Property are free from all mortgages and other instruments of financing. Tenant agrees that this Lease shall be subordinate to the lien of any mortgage or mortgages or to any other instruments of financing which hereafter encumber the Facilities Property, or any portion thereof, and to all advances hereafter to be made upon the security thereof; provided, however, the holder of such mortgage or other financing first shall provide Tenant with an executed non-disturbance agreement in form and content reasonably acceptable to Tenant.

(b) Notwithstanding any other provision of this Section, any such subordination by Tenant is and shall be with the understanding that so long as Tenant is not in default of its obligations under this Lease beyond applicable notice and cure periods, the tenancy provided for herein shall continue in full force and effect and Tenant shall be permitted to occupy the Premises under the terms hereof notwithstanding any default by Landlord under such mortgages or security instruments, or any transfer of title to the Premises by foreclosure, deed-in-lieu of foreclosure or otherwise.

(c) Tenant shall, in the event of the sale or assignment of Landlord's interest in the Facilities, or in the event of any proceeding filed for the foreclosure of any mortgage covering the Facilities, attorn to and recognize such purchaser, assignee or mortgagee as Landlord under this Lease.

(d) Tenant shall, within fifteen (15) business days after written notice and request from Landlord, execute and deliver to Landlord, in recordable form, an estoppel certificate stating, among other things, that to the best of Tenant's knowledge, this Lease is unmodified and in full force and effect, or in full force and effect as modified, stating the modifications.

9. **Signs, Fixtures and Alterations.** Tenant shall not erect any sign (not already in existence) on the Facilities or make or cause to be made any alterations, additions or improvements to the Facilities without obtaining Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations, renovations, improvements, changes and other work done by Tenant in or to the Facilities and further agrees to indemnify and save harmless Landlord from and against any and all costs and liabilities incurred by Landlord and against any and all construction, materialman's, laborer's and other statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the Facilities or the College Property or any portion thereof as a result of the acts or omissions of Tenants, its agents, employees, contractors and assigns.

Notwithstanding anything to the contrary set forth in this Lease, the interest of Landlord in all or any part of the Facilities shall not be subject to any liens of any kind for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the permission or by agreement between Tenant and Landlord, and this Lease expressly prohibits any construction, materialman's, laborer's or other statutory or common law liens for improvements or work made or done by or at the instance of Tenant, or concerning which Tenant is responsible for payment under the terms hereof or otherwise, and all persons dealing with or contracting with Tenant or any contractor of Tenant are hereby put on notice of these provisions. In the event any notice, claim or lien shall be asserted or recorded against the interest of Landlord in the Facilities, or any portion thereof, on the account of or extending from any improvement or work made or done by or at the instance of Tenant, or any person claiming by, through or under Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within twenty (20) days after notice from Landlord to Tenant, and in the event that Tenant fails to do so, Tenant shall be considered in default under this Lease. Tenant agrees upon Landlord's request to join Landlord in the execution of a short form lease to be recorded in the Public Records of St. Lucie County, Florida for the purpose of giving constructive notice of the provisions of this Section.

10. **Insurance**

(a) **Tenant Required Insurance.** At all times during the Term of this Lease, Tenant shall carry and maintain, at Tenant's expense:

(1) **General Public Liability Insurance.** Comprehensive general public liability and property damage insurance, with a combined single occurrence limit of not less than \$1,000,000.00, and general aggregate of \$2,000,000.00. If Landlord's insurance advisor reasonably concludes that the amount of comprehensive general public liability and property damage insurance provided for above is no longer adequate (based on coverages generally carried for similar properties and use in St. Lucie County, Florida), then such amount of coverage shall be increased and obtained to an amount deemed adequate by Landlord's insurance advisor.

(2) **Casualty Insurance.** Fire and extended coverage casualty insurance covering the Facilities and all of Tenant's improvements, equipment, trade fixtures, appliances, furniture, furnishings and personal property from time to time in, on or upon the Facilities. Such insurance will be in an amount not less than the full replacement cost without deduction for depreciation. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed, if such damage or destruction would if left unrepaired or replaced would render the Facilities unusable or untenable for Tenant; however, if this Lease ceases under the provisions of Section 17 hereinbelow, Tenant will be entitled to any proceeds resulting from damage to Tenant's improvements, equipment, trade fixtures, appliances, furniture, furnishings and personal property and the insurance proceeds attributable to the Facilities shall be allocated consistent with the provisions of Section 17 hereinbelow.

(3) Workmen's Compensation insurance. In the event Tenant shall undertake any material additions, alterations or improvements to the Facilities, workmen's compensation insurance satisfying Tenant's obligations under the workmen's compensation laws of Florida.

(4) Builders Risk. During any period of construction, reconstruction, renovation or alteration at the Facilities, Tenant shall, at its sole expense, obtain and keep in force a complete value "All Risks" Builders Risk form or "Course of Construction" insurance policy in non-reporting form and in an amount reasonably satisfactory to Landlord.

(5) Other. Tenant shall, at its sole expense, obtain and keep in force such other insurance and endorsements, if any, with respect to the Facilities and the operation thereof as Landlord may reasonably require from time to time.

(b) Landlord Required Insurance. At all times during the Term of this Lease, Landlord shall carry and maintain, at its sole cost and expense, comprehensive general public liability and property damage insurance, with a combined single occurrence limit of not less than \$1,000,000.00, and general aggregate of \$2,000,000.00 covering the Easement Area. Such insurance shall include contractual liability coverage for the performance by Landlord of the indemnity agreements set forth in this Lease.

(c) Form of Policies. All policies of insurance required to be carried hereunder shall be issued by responsible companies, reasonably acceptable to Landlord, which are qualified to do business in the State of Florida. All policies of insurance which Tenant is obligated to maintain according to this Lease will name Landlord as an additional insured and/or loss payee, as applicable. Certificates of insurance and evidence of the payment of all premiums of all policies will be delivered to Landlord prior to the commencement of the Term of this Lease and from time to time prior to the expiration of the term of each such policy. All policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry.

(c) Waiver of Subrogation. Landlord and Tenant agree to have all property insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Without limiting any release or waiver of liability or recovery contained in any other provision of this Lease but rather in confirmation and furtherance thereof, each of the parties hereto waive all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance policies.

11. Indemnification, Wavier and Release.

(a) Tenant Indemnification. Except to the extent caused by the negligent act or omission of Landlord, its employees or agents, Tenant shall indemnify Landlord, its agents

and employees against, and hold Landlord, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (a) the use or occupancy of the Facilities by Tenant or any person claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Facilities; (c) any acts, omissions, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant or any such persons; (d) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) (except for loss of use of all or any portion of the Facilities or Tenant's property located within the Facilities which is proximately caused by or results proximately from the negligence of Landlord, its employees or agents), any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Facilities under the express or implied invitation of Tenant. If any action or proceedings brought against Landlord, its employees or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense.

(b) Landlord Indemnification. Except to the extent caused by the negligent act or omission of Tenant, its employees or agents, and subject to the limitations contained in Section 768.28, Florida Statutes, Landlord shall indemnify Tenant, its agents and employees against, and hold Tenant, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from: (a) any activity, work, or thing done, or permitted or suffered by Landlord in or about the Facilities; (b) any acts, omissions, or negligence of Landlord or any person claiming under Landlord, or the contractors, agents, employees, invitees or visitors of Landlord or any such persons; or (c) any breach, violation or nonperformance by Landlord or any person claiming under Landlord or the employees, agents, contractors, invitees or visitors of Landlord or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind. Subject to the limitations contained in Section 768.28, Florida Statutes, if applicable if any action or proceedings brought against Tenant, its employees or agents by reason of any such claim, Landlord, upon notice from Tenant, will defend the claim at Landlord's expense with counsel reasonably satisfactory to Tenant. It is the intent of the parties that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(c) Waiver and Release. Except to the extent arising out of the negligent act or omission of Landlord, Tenant agrees that Landlord, its agents and employees will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, order of governmental body or authority, fire, explosion, falling objects, steam, water, rain or snow, leak or flow of water, rain or snow from the Facilities or into the Facilities or from the roof, street, subsurface or from any other place, or by dampness or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers,

wires, appliances, plumbing, air conditioning, equipment or lighting fixtures of the Improvements, or from construction, repair, or alteration of the Facilities or from any cause beyond Landlord's control.

12. Compliance with Law. Tenant shall comply with, and Tenant shall cause its employees, agents, contractors, invitees and visitors to comply with, all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof (whether state, federal or local) relating to the use, condition or occupancy of the Facilities, including, without limitation, any and all provisions of the Americans with Disabilities Act of 1990.

13. Taxes and Fees.

(a) Real Property Taxes. During the Term, and to the extent due and payable and not exempt under state or federal law, Tenant shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Term on the Facilities Property. Tenant's obligation to pay taxes hereunder shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes or similar tax of Landlord. Where any taxes that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such taxes in installments as and when such installments become due.

(b) Personal Property Taxes. During the Term, and to the extent due and payable and not exempt under state or federal law, Tenant shall pay, prior to delinquency, all personal property taxes coming due during the Term on the Facilities or other personal property of Tenant located therein. Tenant's obligation to pay taxes hereunder shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes or similar tax of Landlord. Where any taxes that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such taxes in installments as and when such installments become due.

(c) License Fees. Tenant agrees to pay promptly when due any and all license and permit fees levied or charged against or to Tenant or the business conducted in or upon the Facilities by any authority of federal, state, county or local governmental bodies or agencies. All required licenses shall be procured and renewed by Tenant and Landlord shall have no obligation or responsibility in this regard.

14. Utilities. Tenant agrees to pay all charges and expenses in connection therewith. Landlord shall have no responsibility to provide any services to the Facilities. Except in the case of an emergency, where Landlord shall provide Tenant as much prior notice as practicable, if Landlord is required to suspend the service of electricity or other power to the Facilities, Landlord shall provide Tenant with notice of any such scheduled suspension, but in no event less than thirty (30) days prior notice of any such suspension. Landlord shall use reasonable efforts to rectify the cause of any interruption, curtailment or suspension, including the use of overtime labor.

15. Assignment and Subletting. Except for leases entered into by and between Tenant and prospective or current residents (“Permitted Housing Leases”). Tenant shall not encumber, assign or otherwise transfer this Lease, or any right or interest hereunder, nor sublet or underlet the Premises, or any part thereof, without the express prior written consent of Landlord, which approval may be withheld by Landlord in its sole but reasonable discretion.

16. Maintenance and Repair. Tenant shall at its sole cost and expense keep and maintain the Facilities and the Improvements located thereon at all times during the Term in a condition, repair and appearance consistent with its use as a student housing facility. Failure to maintain the Facilities and the Improvements shall constitute an Event of Default of the Lease pursuant to Section 20.

17. Damage or Destruction by Casualty. If the Facilities shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Facilities untenable, then Tenant shall proceed to repair and restore with reasonable promptness the same to its prior existing condition, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Tenant’s control, provided sufficient insurance proceeds exist to complete such reconstruction or restoration. If any such damage renders all or a substantial portion of the Facilities untenable, or if such damage is not covered by Tenant’s insurance (provided Tenant has maintained the insurance required hereunder), Tenant shall have the right to terminate this Lease as of the date of such casualty by giving notice to Landlord at any time after the casualty. Unless this Lease is terminated as provided in the preceding sentence, Tenant shall proceed with reasonable promptness to repair and restore the Facilities, subject to zoning laws and building codes then in effect. In the event the Lease is terminated pursuant to this Section 17, Tenant shall pay or cause to be paid the following amounts from casualty insurance proceeds upon the later of making the election to terminate or promptly following receipt of such proceeds in the following order of priority:

(a) First, to each leasehold mortgagee under any mortgage permitted in accordance with Section 27 hereinbelow (as and to the extent provided in such mortgage) demanding payment thereof in accordance with its mortgage and applicable law (in order of lien priority and not pro rata), that portion of the casualty insurance proceeds arising out of or in connection with such casualty event in an amount not to exceed the aggregate amounts then owed to said mortgagee; and

(b) Second, all remaining insurance proceeds shall be shared proportionately by Landlord and Tenant, based upon (i) the value of Landlord’s reversionary interest in the Facilities for the remaining unexpired portion of the Term to the original expiration date compared to (ii) the value of Tenant’s interest in the Facilities for the remaining unexpired portion of the Term to the original expiration date, less any proceeds distributed in repayment of any leasehold mortgagees. The values of the respective parties’ interests necessary to calculate the parties’ proportionate share of the remaining casualty insurance premiums, as described in the previous sentence, shall be determined by an appraisal performed by a licensed appraiser, mutually approved by both parties.

18. Condemnation; Eminent Domain. If any portion of the Facilities shall become untenable (such that Tenant cannot operate at the Facilities as a student housing facility) due to a taking or condemnation proceeding by any competent authority for any public or quasi-public purpose, this Lease shall forthwith cease and terminate as of the date of such condemnation or taking. In the event this Lease is terminated pursuant to this section, Tenant shall have no right to any consideration or compensation as a result of such termination. Tenant shall surrender the Facilities, and Tenant's interest in, to and under this Lease, as of the date of termination. All proceeds payable to either or both parties to this Lease from any taking or condemnation of the Facilities (or in any judgment for damages caused by a change of grade) shall belong to and be paid as follows: first to Landlord until it receives the fair market value of the portion of the Land so taken; then to Tenant until it receives the fair market value of its Improvements and personal property taken; then to Tenant for any award of relocation expenses, interruption or damage to Tenant's business or Tenant's unamortized cost for leasehold improvements; and the remainder of the award shall then be paid to Landlord.

19. Tenant's Property. Landlord shall not be liable for any damage to property of Tenant or of others located on the Facilities, or for the loss or damage to any property of Tenant or of others by theft or otherwise, except for any damage or loss caused, directly or indirectly, by the act or omission of Landlord or any employees, agents or contractors of Landlord. Landlord shall not be liable for any injury or damage to persons or property resulting from any cause whatsoever, except to extent arising as a result of the negligent act or omission or willful misconduct of Landlord.

Tenant shall give notice to Landlord as soon as reasonably practical given the totality of the circumstances in case of fire or accidents in the Facilities or defects therein.

20. Default.

(a) Events of Default; Notice. Any of the following events or occurrences shall constitute a breach of this Lease by Tenant and shall constitute an "Event of Default" hereunder:

(1) The failure of Tenant to perform or comply with any other obligation, promise, covenant or condition hereunder, if such failure has continued for a period of thirty (30) calendar days after written notice thereof by Landlord to Tenant; provided, however, if the failure is of a nature that it cannot be cured within such thirty (30) day period, then such additional time as may be necessary provided Tenant has commenced such cure within the thirty (30) day period and thereafter diligently pursues to cure the same.

(2) Subject to temporary closures for renovations, alterations, casualty, condemnation and other force majeure, the failure of Tenant to utilize the Facilities as a student housing facility, if such failure has continued for a period of sixty (60) calendar days after written notice thereof by Landlord to Tenant.

(3) A general assignment by Tenant for the benefit of Tenant's creditors; any voluntary filing, petition or application by Tenant under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement or otherwise; the abandonment, vacation or surrender of the Facilities by Tenant; the dispossession of Tenant from the Facilities (other than by Landlord) by process of law or otherwise.

(4) The involuntary filing against Tenant of a petition to have Tenant declared or adjudicated bankrupt, or a petition for reorganization or arrangement of Tenant under any law relating to insolvency or bankruptcy, unless, in the case of such involuntary filing, the same is dismissed within ninety (90) calendar days after the filing thereof; the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets, or the attachment execution or other judicial seizure of all or substantially all of Tenant's assets located at the Facilities, or of Tenant's interest in this Lease, unless such appointment, attachment, execution or seizure is discharged within thirty (30) calendar days after the date of appointment of such trustee or receiver.

(b) Landlord's Remedies Upon an Event of Default. Upon the occurrence of any such Event of Default, Landlord shall, in addition to any other rights and remedies available to Landlord under this Lease and under the laws of the State of Florida, have the right immediately:

(1) To terminate this Lease and all rights of Tenant hereunder by giving Tenant written notice that this Lease is terminated; if Landlord terminates this Lease, then Landlord may recover from Tenant all expenses incurred by Landlord enforcing its rights hereunder;

(2) To re-enter the Facilities without terminating this Lease, and remove all persons and property from the Facilities and either (A) recover from Tenant all amounts which Tenant has agreed in this Lease to pay to Landlord during the remainder of the Term hereof as and when same shall become due, or (B) relet the Facilities or any part thereof on behalf of Tenant for such term or terms, such rent or rents, and pursuant to such other provisions as Landlord, in Landlord's reasonable discretion, shall deem advisable, with the right, at Tenant's cost and expense, to make such alterations and repairs to the Facilities as are necessary to repair any damage caused by Tenant. Landlord shall have the right to remove all property of Tenant remaining on the Facilities and either store it in a public warehouse or elsewhere at the expense and for the account of Tenant or discard, sell or otherwise dispose of it. Landlord agrees to use commercially reasonable efforts to mitigate its damages hereunder.

(c) Damages. If this Lease is terminated by Landlord in accordance with provisions of sub-section 22(b) hereinabove, Tenant shall nevertheless remain liable for any amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; and (ii) in maintaining, repairing, preserving,

restoring, other costs reasonable to relet the Premises. If this Lease is terminated by Landlord in accordance with sub-section (b) hereinabove, title to all Improvements (except the furniture, equipment, movable fixtures and other personal property of Tenant) located on the Facilities shall automatically revert to Landlord. Notwithstanding anything herein to the contrary, in no event shall Tenant be liable for any consequential, punitive or exemplary damages.

(d) Landlord's Remedies Cumulative. The rights, privileges, elections and remedies of the Landlord under this Lease shall be cumulative, and Landlord shall have the right to exercise such remedies at any time and from time to time singularly or in combination.

(e) Attorneys' Fees and Collection Charges. In the event of any legal action or proceedings brought by Tenant or Landlord in connection with or arising out of the other party's breach of its obligations hereunder, the prevailing party shall be entitled to reimbursement of all expenses of such prevailing party incurred in connection with such action or proceedings, including court costs and reasonable attorneys' fees, paralegal fees and other legal expenses at or before trial level and in any appellate or bankruptcy proceeding from the non-prevailing party.

(f) Landlord's Lien. Landlord hereby waives and releases any statutory or contractual landlord's lien with respect to the furniture, equipment, movable trade fixtures and other personal property of Tenant now or hereafter located in the Facilities.

21. Holding Over. If Tenant remains in possession of Facilities, or a portion thereof, after the expiration of the Term hereof without Landlord's written consent, Tenant shall be a month-to-month tenant, and such tenancy shall be subject to all of the provisions hereof. Nothing in this Section shall be construed as a consent by Landlord to possession of the Facilities by Tenant after the expiration of the Term hereof.

22. Quiet Enjoyment. Upon the observance and performance of the material, terms and conditions on Tenant's part to be performed, Tenant shall peaceably and quietly hold and enjoy the Facilities for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

23. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by hand delivery, nationally-recognized overnight courier, or United States certified mail, postage prepaid, return receipt requested to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

Landlord: THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE
COLLEGE, FLORIDA
3209 Virginia Ave.
Fort Pierce, FL 34981

Tenant: RIVER HAMMOCK HOLDINGS, LLC
3209 Virginia Ave.
Fort Pierce, FL 34981

Any notice hand delivered or sent via overnight courier shall be deemed received on the date the same is actually received and any notice sent by certified mail shall be deemed received on the date it is deposited in the United States mail in the manner prescribed herein. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

24. Waiver. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which Landlord may be otherwise entitled either at law or in equity, and the failure of Landlord to insist in any one or more instances upon strict performance of any covenant of this Lease or as to the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment with respect to the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

No mention in this Lease of any specific right or remedy shall preclude Tenant from exercising any other right or from having any other remedy or from maintaining any action to which Tenant may be otherwise entitled either at law or in equity, and the failure of Tenant to insist in any one or more instances upon strict performance of any covenant of this Lease or as to the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment with respect to the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Tenant.

The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord. No covenant, term or condition of this Lease shall be deemed to have been waived by Tenant, unless such waiver be in writing by Tenant.

25. Net Lease. Except as otherwise provided herein, it is the intention of the parties hereto that Landlord will receive the rent and other sums and charges specified herein undiminished or diminishable by any expense or expenses attributable to the Facilities during the Term, such as (but not limited to) personal property taxes, if any, sales and use taxes, if any, special assessments, insurance premiums of Tenant, repair bills, alteration and replacement expenses, cleaning expenses, alterations or additions required by law or governmental authority and all other charges, expenses and deductions of every kind whatsoever, and the provisions of this Lease shall be construed to accomplish said intention.

26. Hazardous Materials; Environmental Indemnity.

(a) Except for such Hazardous Substances (as defined in sub-section 3 below) as are used in the general course of Tenant's business, which Hazardous Substances shall be maintained in accordance with all Environmental Requirements, Tenant shall not allow any Hazardous Substance or other toxic material to be located in, on or under the Facilities or allow the Facilities to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance or other toxic material.

(b) Tenant shall at all times and in all respects comply with all Environmental Requirements applicable to the Facilities or the use thereof relating to industrial hygiene, the handling, storage and disposal of hazardous or toxic materials, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substance or toxic material. Notwithstanding any provision in this Lease to the contrary, Tenant shall not be responsible for, shall have no liability or obligations with respect to, and shall not be obligated to pay for or take any action with respect to (i) the existence of any Hazardous Substance on the Facilities which occurred or existed prior to the date of the Lease unless Released by Tenant, its agents, consultants or contractors, (ii) the existence of any Hazardous Substance on the Facilities which occurred or existed after the date of the Lease unless caused or permitted by Tenant, its agents, employees, consultants or contractors, (iii) the Release of Hazardous Substances on, onto or from the Facilities unless Released by Tenant, its agents, employees, consultants or contractors, or (iv) any violation of any Environmental Requirements, unless and to the extent that such was caused by Tenant, its agents, employees, consultants or contractors (collectively, the "Environmental Exclusions"). Notwithstanding anything herein to the contrary, in the event any Hazardous Substances are discovered on (or migrate to) the Facilities which Hazardous Substances arise from any of the foregoing Environmental Exclusions, then Landlord shall be obligated to remove and dispose of such Hazardous Substances at its sole cost and expense (or, if not caused by Landlord, to pursue diligently the third party responsible therefore, including taking such legal action as reasonably may be necessary in connection therewith), in accordance with applicable Environmental Requirements and otherwise in a manner that will not interfere with or impair Tenant's use of the Facilities. In the event the presence of such Hazardous Substances are such that Tenant cannot operate at the Facilities for the uses permitted hereunder, then Tenant shall have the right to abate Rent until such time as the Landlord removes or causes such Hazardous Substances to be removed from the Facilities and Landlord's consultant provides Tenant written evidence of such removal. If Tenant breaches its obligations set forth in this sub-section 26(b) or the presence of Hazardous Substance on the Facilities caused or permitted by Tenant results in the contamination of the Facilities, or any adjacent property owned by Landlord or any part thereof then, in any such event, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorneys' fees which may arise. If Landlord breaches its obligations set forth in this section or the presence of Hazardous Substance on the Facilities caused or permitted by Landlord results in the contamination of the Facilities, then Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including reasonable attorneys' fees which may arise.

(c) “Hazardous Substances” as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act. “Release” as such term is used in this Lease means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of a Hazardous Substance, regardless of whether such event is the result of an intentional or unintentional act or omission. “Environmental Requirements” as such term is used in this Lease means all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to Hazardous Substances.

27. Leasehold Mortgages.

(a) Leasehold Mortgages Permitted. Landlord hereby grants to Tenant the right, without Landlord's prior written consent, to mortgage its interest under this Lease, under one or more leasehold mortgages and to assign its rights under this Lease as collateral security for any such mortgage, upon the condition that all rights acquired under such mortgage shall be subject to the terms of this Lease and to all rights and interests of Landlord herein, none of which terms is or shall be waived by Landlord by reason of the right given to mortgage such interest of Tenant under this Lease, except as expressly provided herein. Tenant shall make all payments of interest and principal under any such leasehold mortgage and shall pay all of the costs, expenses and other sums due thereunder or in connection therewith as and when the same shall be or become due and payable.

(b) Conditions of Leasehold Mortgage. If, pursuant to sub-section (a) above, Tenant mortgages the leasehold interest created by this Lease, and if the holder of such mortgage sends to Landlord a copy thereof, together with written notice specifying the name and address of such mortgagee and the official records book and page number and date of recording with respect to such mortgage, then so long as any such leasehold mortgage shall remain unsatisfied of record, or until written notice of satisfaction is given by the holder of such leasehold mortgage to Landlord, the following provisions shall apply:

(1) There shall be no consensual cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold mortgagee;

(2) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice of default upon the holder of such leasehold mortgage, and the leasehold mortgagee shall thereupon have the same period after service of such notice upon it as is available to Tenant, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold mortgagee as if the same had been done by Tenant; provided, however, that Landlord shall not be obligated to give the leasehold mortgagee any notice or cure rights which it is not obligated to give Tenant under the terms of this Lease;

(3) Anything herein contained notwithstanding, while such leasehold mortgage remains unsatisfied of record, or until written notice of satisfaction is given by the holder of such leasehold mortgage to Landlord, if any such default occurs that pursuant to any provision of this Lease enables or entitles Landlord to terminate this Lease, and, if before the expiration of thirty (30) days from the date of service of notice of termination upon such leasehold mortgagee, such leasehold mortgagee or Tenant (i) pays to Landlord all Rent or other payments then in default, and (ii) complies or commences the work of complying with all of the other requirements of this Lease then in default, if any, and continuously prosecutes the same to completion with reasonable diligence, provided that such leasehold mortgagee shall have cured the default within ninety (90) days following the date of Landlord's written notice thereof to such leasehold mortgagee, then Landlord shall not be entitled to terminate this Lease, and any notice of termination theretofore given shall be void and of no effect.

(4) The name of the leasehold mortgagee may be added to the "loss payable endorsement" as an additional insured, as its interest may appear, under any and all insurance policies required to be carried by Tenant hereunder.

(5) Nothing herein contained shall require the leasehold mortgagee to cure any default of Tenant, but Landlord does not hereby waive any of its rights or Tenant's obligations under this Lease.

28. Miscellaneous.

(a) All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

(b) Tenant and Landlord each warrant to the other that all consents or approvals required of third parties (including but not limited to its board of directors) for the execution, delivery and performance of this Lease by each respective party have been obtained and that each party has the right and authority to enter into and perform its covenants contained in this Lease.

(c) This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument.

(e) This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

(f) This Lease and the Exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the lease thereof by Tenant, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties hereto relating to such subject matter other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both parties hereto.

(g) If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

(h) All rights and liabilities of the parties hereto shall extend to and bind the respective heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this provision shall in no way diminish, waive or release the prohibition against assignment and subletting contained in Section 15 hereinabove.

(i) It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this Lease.

(k) Nothing contained herein shall constitute Landlord and Tenant as a joint venture or partnership.

(l) The following representations and warranties are made for the benefit of Tenant: (i) Landlord represents and warrants that it has all requisite power and authority to own and lease property and conduct business in the state where the Facilities are located, and each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord; (ii) Landlord represents and warrants that this Lease is binding on Landlord in accordance with its terms; (iii) Landlord represents and warrants that Landlord is the fee owner of the Facilities and that there are no mortgages or other encumbrances encumbering the Facilities; (iv) Landlord represents and warrants that to the best of its actual knowledge, there are no agreements, contracts, covenants, or conditions, which would, if enforced, prevent or restrict the performance by the parties of their obligations under this Lease, the realization of Tenant's rights under this Lease, the conduct of business by Tenant for the permitted use and/or the completion of Tenant's Work; and (v) Landlord represents and warrants that Landlord has no knowledge (to the best of its actual knowledge) of (i) enacted, pending or proposed condemnation proceedings or other governmental action, (ii) pending or threatened litigation, or (iii) presence on the Premises of anything dangerous to humans such as Hazardous Substances, which would adversely affect the construction of Tenant's Work or the conduct of Tenant's use of the Facilities for the purposes permitted hereunder.

(m) The following representations and warranties are made for the benefit of Landlord: (i) Tenant represents and warrants that Tenant is duly organized, validly existing, in good standing in the state of its organization, and has all requisite power and authority to own and lease property and conduct business in the state where the Premises are located, and that each individual executing this Lease on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of Tenant; and (ii) Tenant represents and warrants that this Lease is binding on Tenant in accordance with its terms.

(n) This Lease will not be recorded by either party. The parties agree to execute and record in the Official Records of St. Lucie County a Memorandum of Lease. Promptly upon Landlord's request following the expiration of the Term or any other termination of this Lease, Tenant shall deliver to Landlord a duly executed and acknowledged quitclaim deed suitable for recordation in the Official Records of St. Lucie County and in form and content satisfactory to Landlord, for the purpose of evidencing in the public records the termination of Tenant's interest under this Lease. Landlord may record such quitclaim deed at any time on or after the termination of this Lease, without the need for any approval or further act of Tenant.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Lease Agreement and have intended the same to be and become effective as of the day and year first above written.

LANDLORD:

THE DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE, FLORIDA

By: _____

Name: Timothy E. Moore

Title: Secretary

TENANT:

RIVER HAMMOCK HOLDINGS, LLC, a Florida
limited liability company

By: _____

Name: Annabel Robertson

Title: Executive Director

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE A DISTANCE 76.54 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 524.29 FEET; THENCE NORTH 00°18'27" EAST LEAVING SAID SOUTH LINE, A DISTANCE OF 266.33 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE 266.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 109,859 SQUARE FEET, MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID WITHOUT SKETCH.

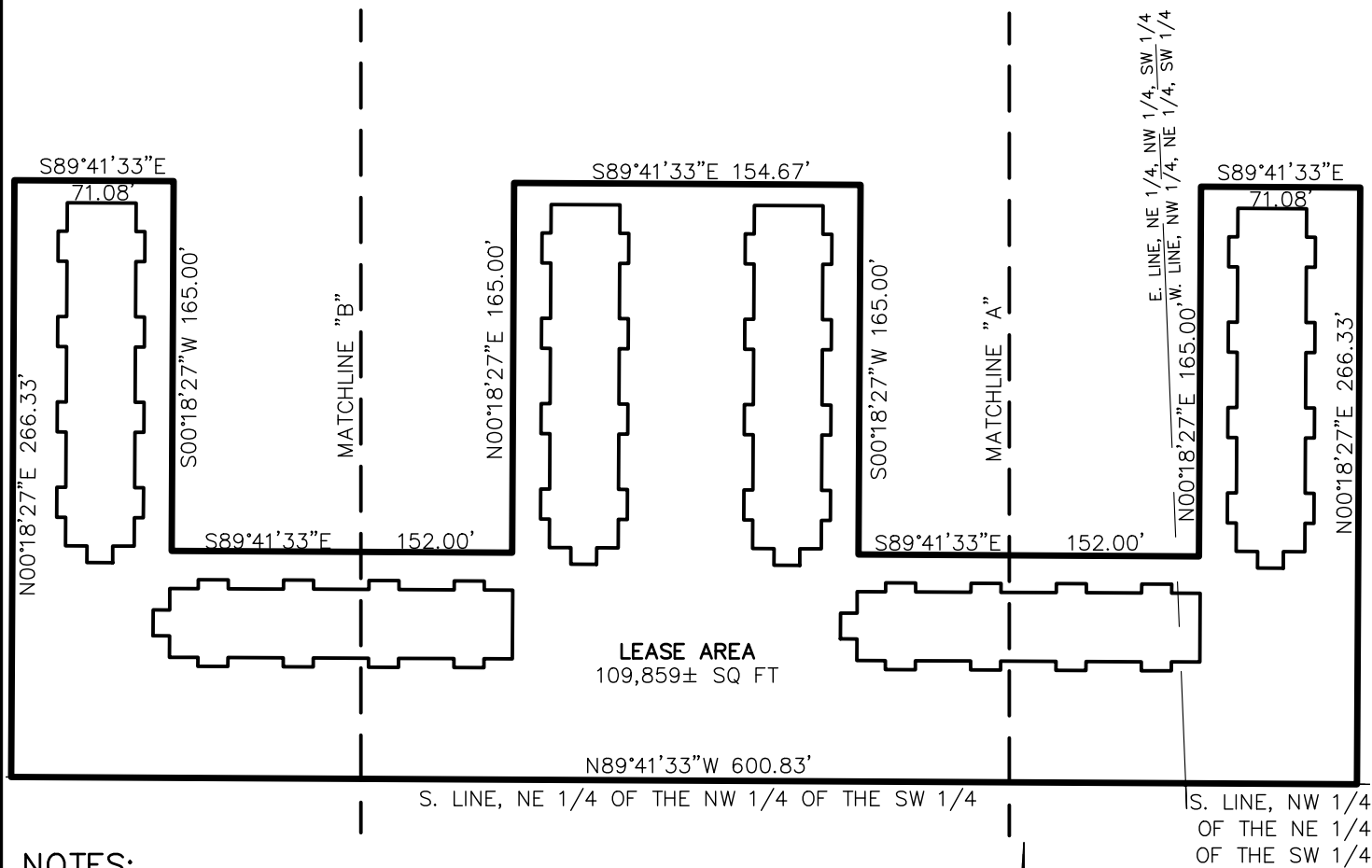
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
TITLE SKETCH AND DESCRIPTION	REV. DATE	DATE 2026.02.11	
	SCALE N.T.S.	REV.	
		SHEET 1 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

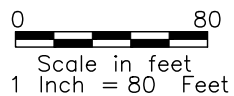


NOTES:

1. OVERALL EASEMENT

ABBREVIATION LEGEND

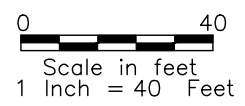
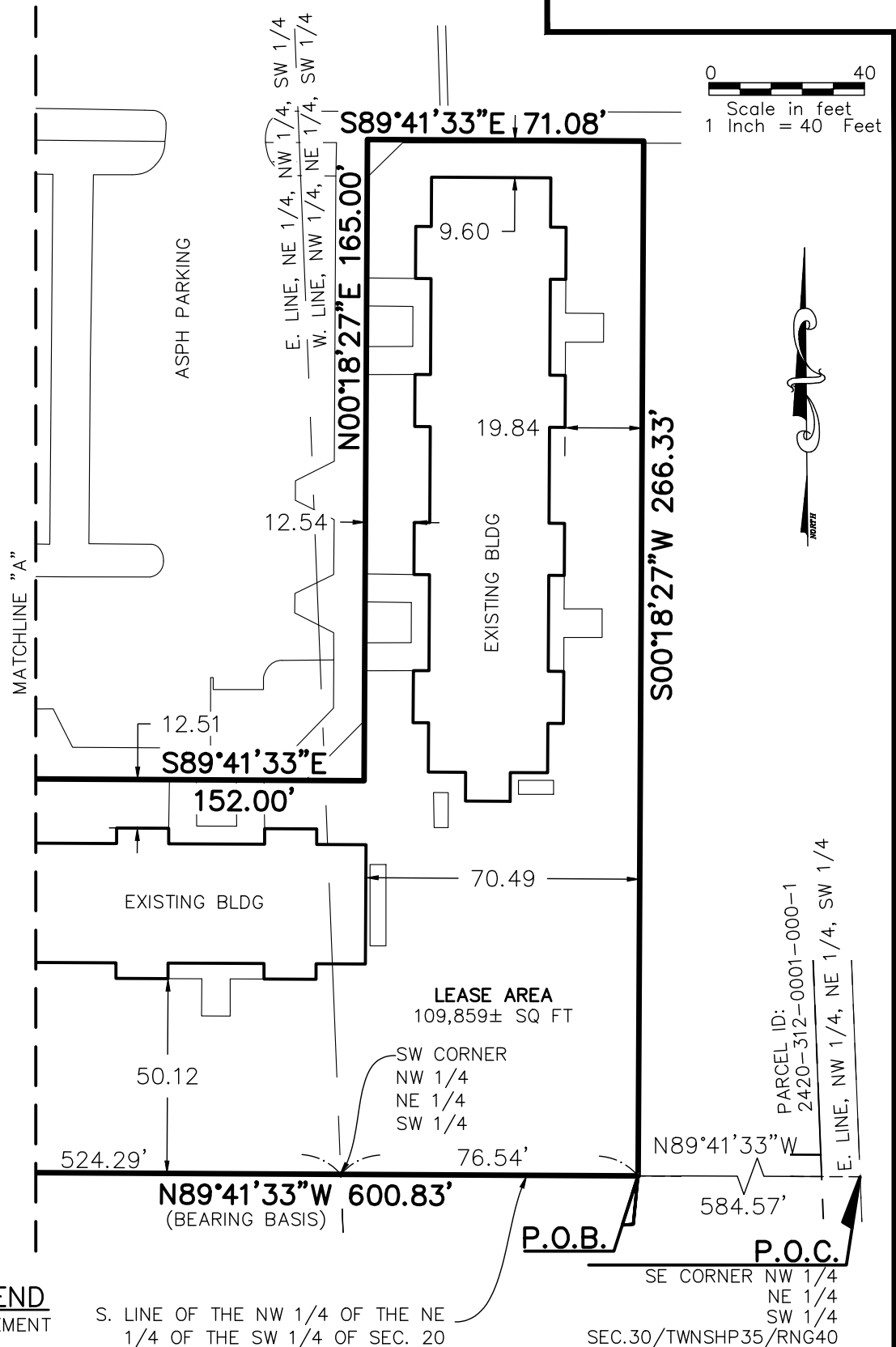
P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	<p>HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455</p>
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 80'	SHEET 2 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

SE CORNER NW 1/4 NE 1/4 SW 1/4
 SEC.30/TWNSHP35/RNG40

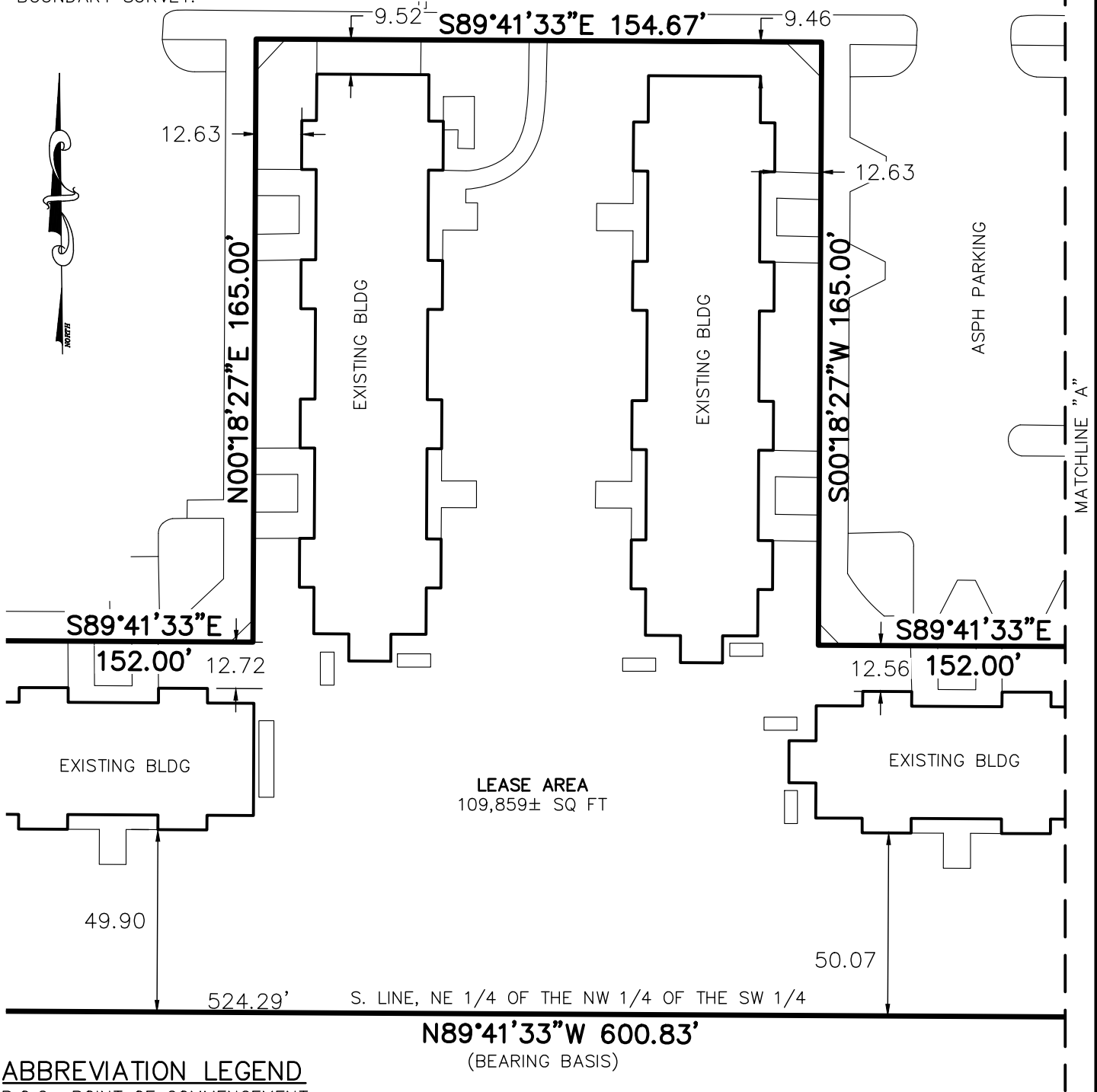
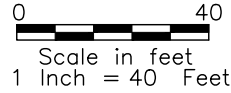
PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 3 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.



LEASE AREA
109,859± SQ FT

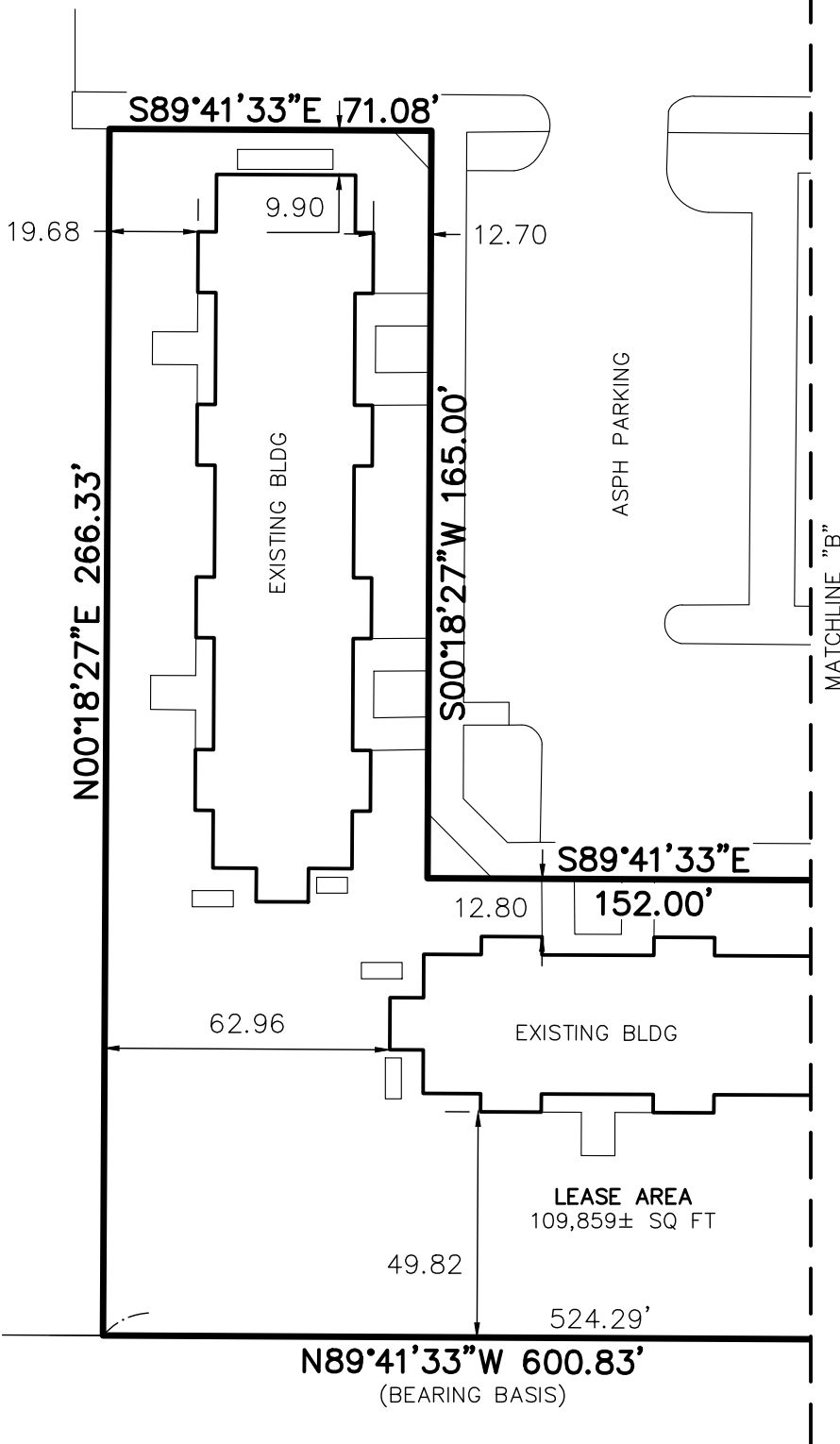
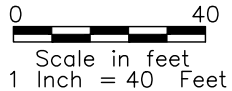
ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	
	TITLE SKETCH AND DESCRIPTION	REV. DATE	
	SCALE 1" = 40'	REV.	
		SHEET 4 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	REV. DATE	DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	SCALE 1" = 40'	REV.	
		SHEET 5 OF 5	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A PARCEL OF LAND, LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET, THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'27" EAST, A DISTANCE OF 600.83 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 00°18'27" EAST, A DISTANCE OF 53.33 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET, THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 84.31 FEET; THENCE NORTH 00°03'11" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 40.32 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 86.15 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 36.67 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 86.36 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 513.05 FEET; THENCE NORTH 34°30'23" EAST, A DISTANCE OF 113.63 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVED NORTHEASTERLY. HAVING A RADIUS OF 195.62 FEET AND A CHORD BEARING NORTH 05°40'59" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 39°30'31", AN ARC DISTANCE OF 134.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°04'17" EAST, A DISTANCE OF 106.47 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89°51'43" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 32.08 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 14°04'17" WEST, A DISTANCE OF 114.20 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 164.48 FEET AND A CHORD BEARING SOUTH 37°55'37" EAST,

CONTINUE ON PAGE 2:

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE


PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	 HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 1 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

DESCRIPTION (CONTINUED):

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103°59'48", AN ARC DISTANCE OF 298.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°55'31" EAST, A DISTANCE OF 315.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 35TH STREET (A 74 FOOT-WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94500-2606); THENCE SOUTH 02°16'15" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 128.57 FEET TO A POINT BEING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH LINE OF PARCEL 2, AS RECORDED IN OFFICIAL RECORDS BOOK 1036, PAGE 1728, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE OF PARCEL 2 AND THE WESTERLY EXTENSION THEREOF, NORTH 89°41'33" WEST, A DISTANCE OF 537.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,156.44 SQUARE FEET, OR 3.99± ACRES, MORE OR LESS.

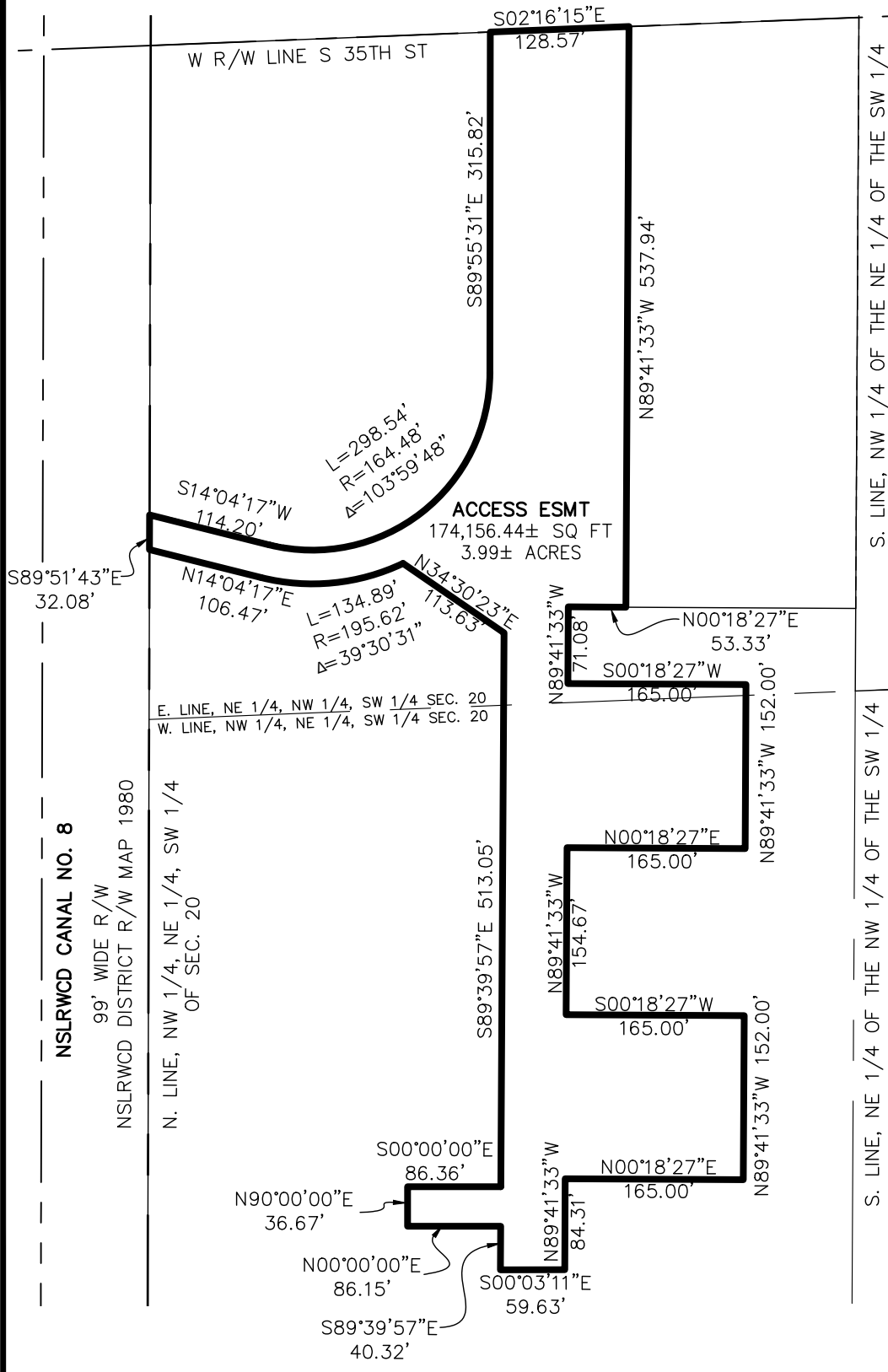
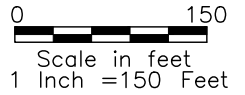
NOTE:

DESCRIPTION NOT VALID
WITHOUT SKETCH.

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 2 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



ABBREVIATION LEGEND

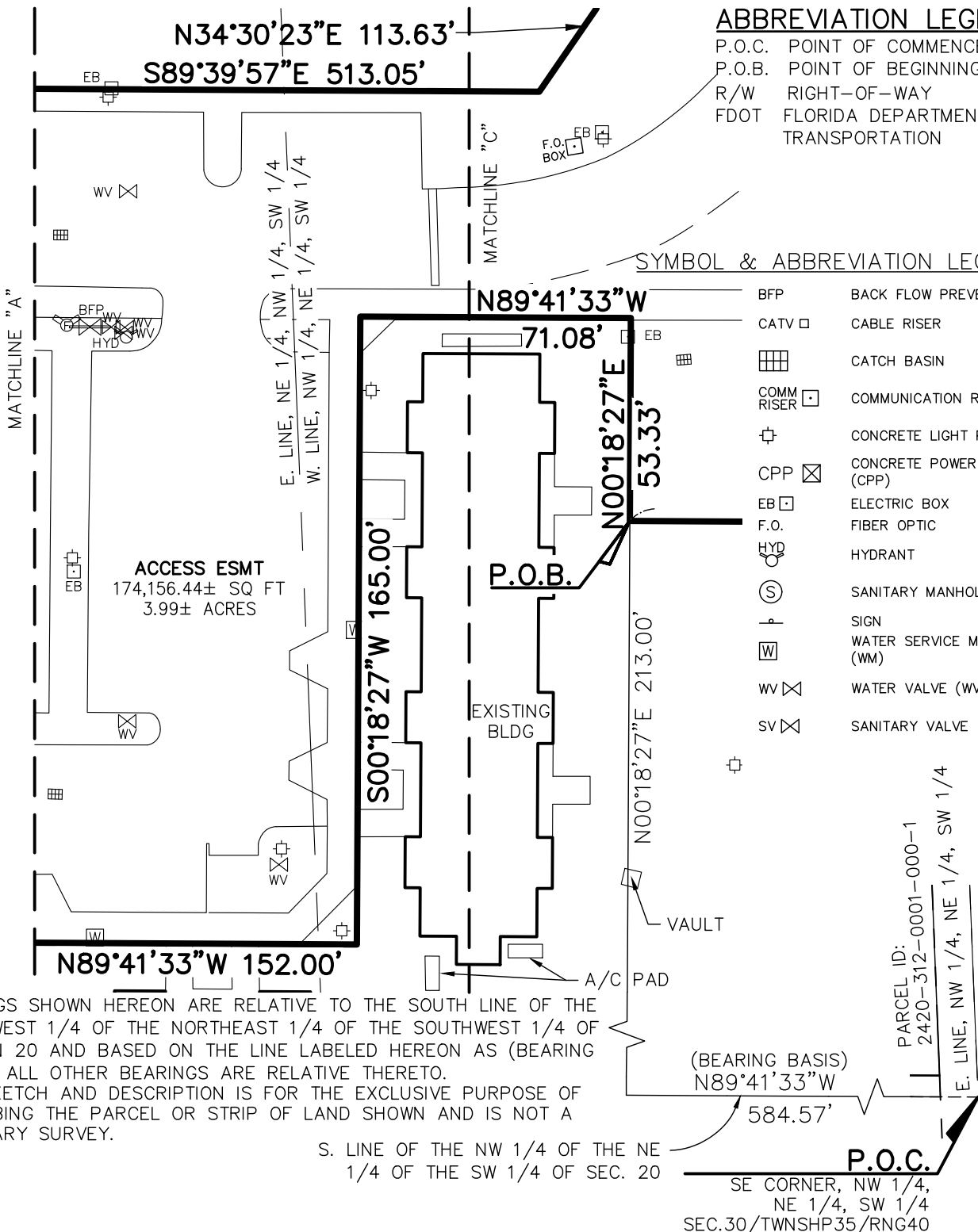
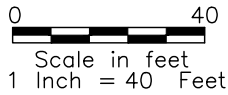
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION

NOTES:
1.OVERALL EASEMENT

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 150'	SHEET 3 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SYMBOL & ABBREVIATION LEGEND:

- BFP BACK FLOW PREVENTER
- CATV □ CABLE RISER
- CATCH BASIN
- COMM RISER □ COMMUNICATION RISER
- CONCRETE LIGHT POST
- CPP □ CONCRETE POWER POLE (CPP)
- EB □ ELECTRIC BOX
- F.O. FIBER OPTIC
- HYD HYDRANT
- ⊙ SANITARY MANHOLE
- P SIGN
- W WATER SERVICE METER (WM)
- WV ⊗ WATER VALVE (WV)
- SV ⊗ SANITARY VALVE

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

(BEARING BASIS)
N89°41'33"W
584.57'

P.O.C.

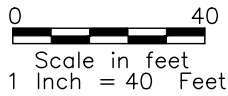
SE CORNER, NW 1/4,
NE 1/4, SW 1/4
SEC.30/TWNSHP35/RNG40

PARCEL ID:
2420-312-0001-000-1
E. LINE, NW 1/4, NE 1/4, SW 1/4

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 4 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



S89°39'57"E 513.05'

ACCESS ESMT
174,156.44± SQ FT
3.99± ACRES

N89°41'33"W 154.67'

S00°18'27"W 165.00'

N00°18'27"E 165.00'

N89°41'33"W

152.00'

N89°41'33"W

152.00'

MATCHLINE "B"

MATCHLINE "A"

ASPHALT
PARKING

ASPHALT
PARKING

EXISTING
BLDG

EXISTING
BLDG

A/C PAD

VAULT

A/C PAD

COMCAST
RISER

NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	SHEET 5 OF 9	
	SCALE 1" = 40'		

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

NOTES:

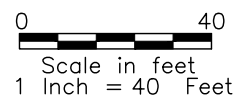
1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

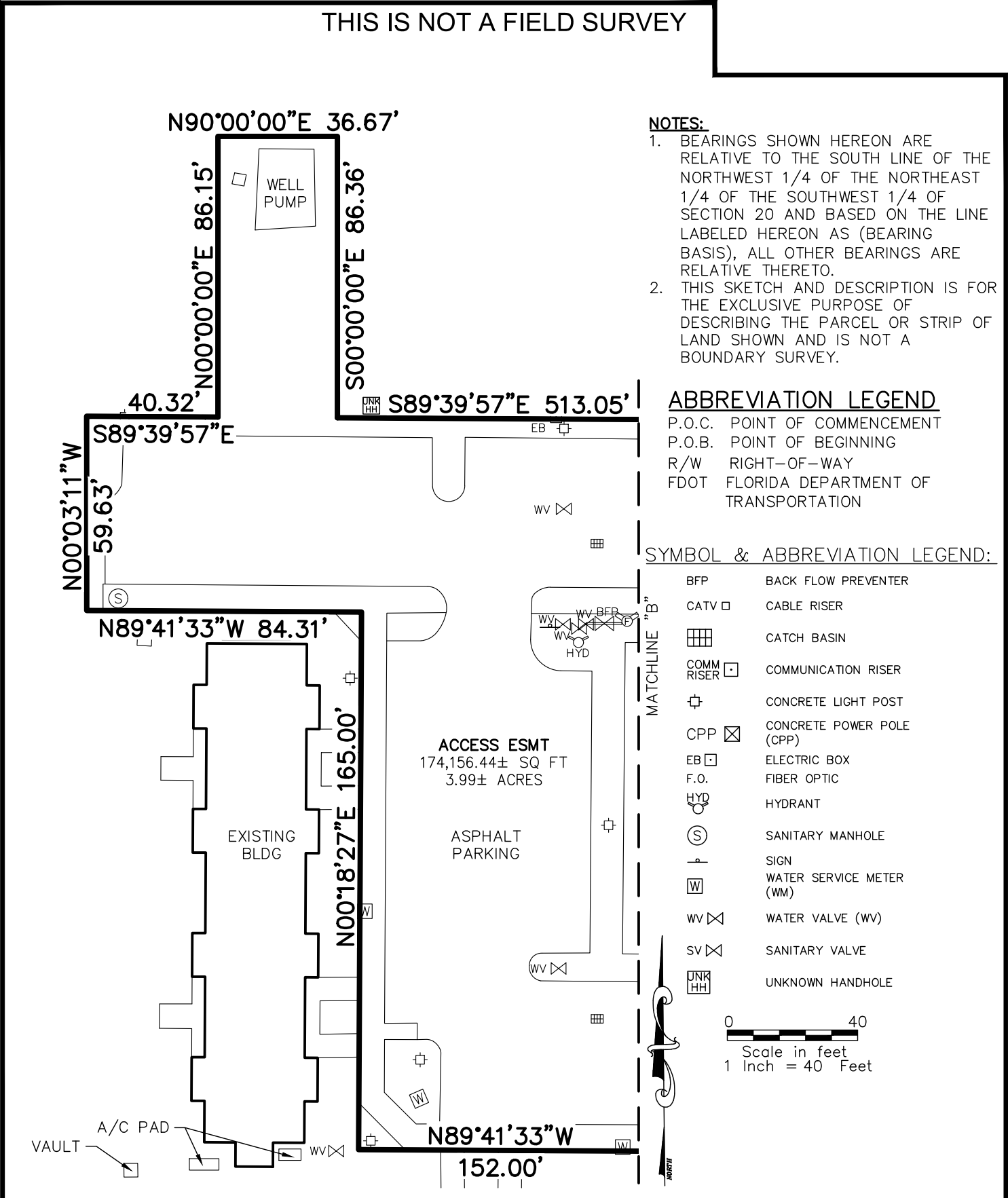
SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER
CATV □	CABLE RISER
▣	CATCH BASIN
COMM RISER □	COMMUNICATION RISER
⊕	CONCRETE LIGHT POST
CPP ⊗	CONCRETE POWER POLE (CPP)
EB □	ELECTRIC BOX
F.O.	FIBER OPTIC
HYD	HYDRANT
⊙	SANITARY MANHOLE
⊥	SIGN
W	WATER SERVICE METER (WM)
wv ⊗	WATER VALVE (WV)
sv ⊗	SANITARY VALVE
UNK HH	UNKNOWN HANDHOLE



MATCHLINE "B"

NORTH

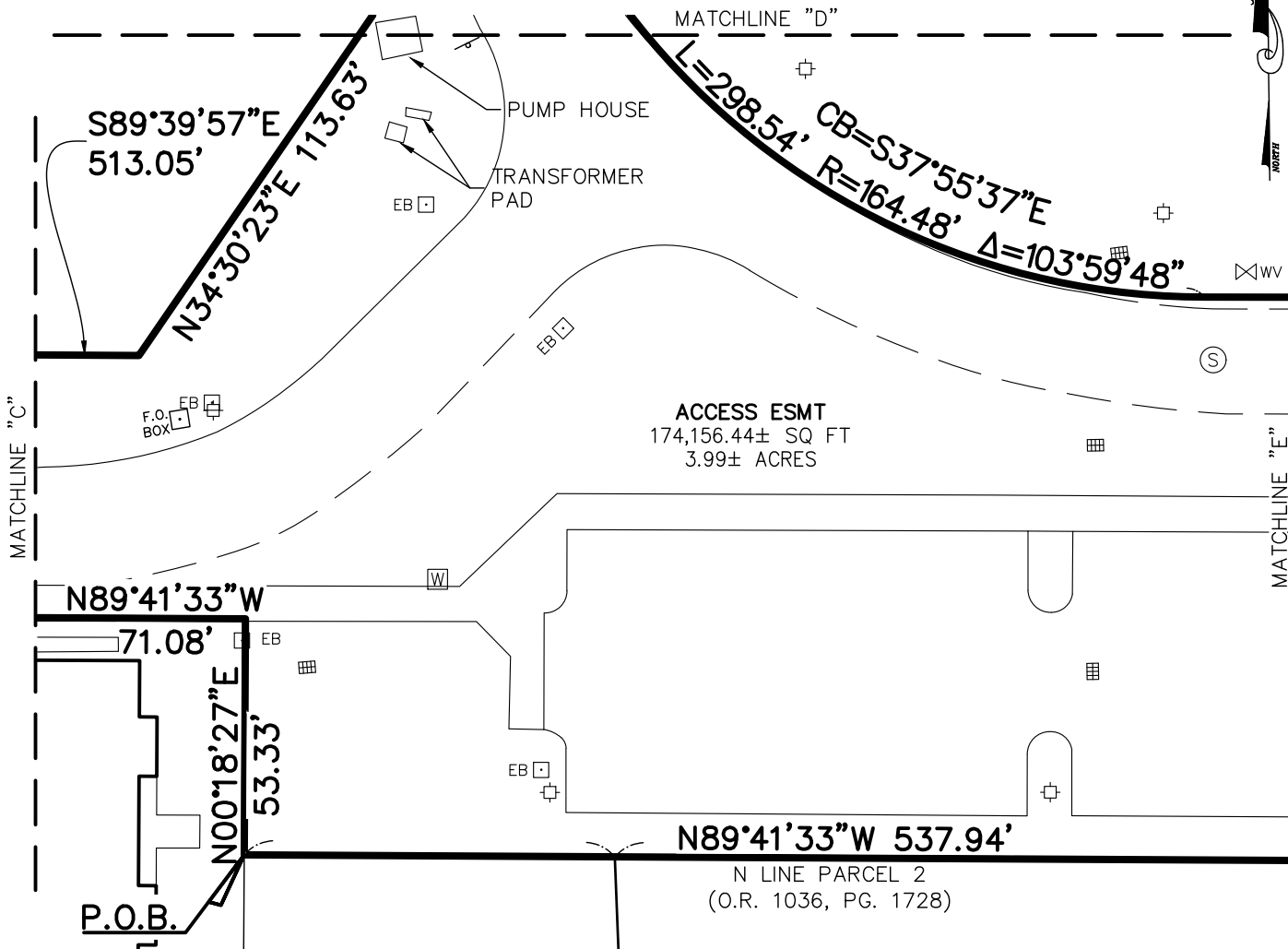


PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 40'	SHEET 6 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

0 40
Scale in feet
1 Inch = 40 Feet



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

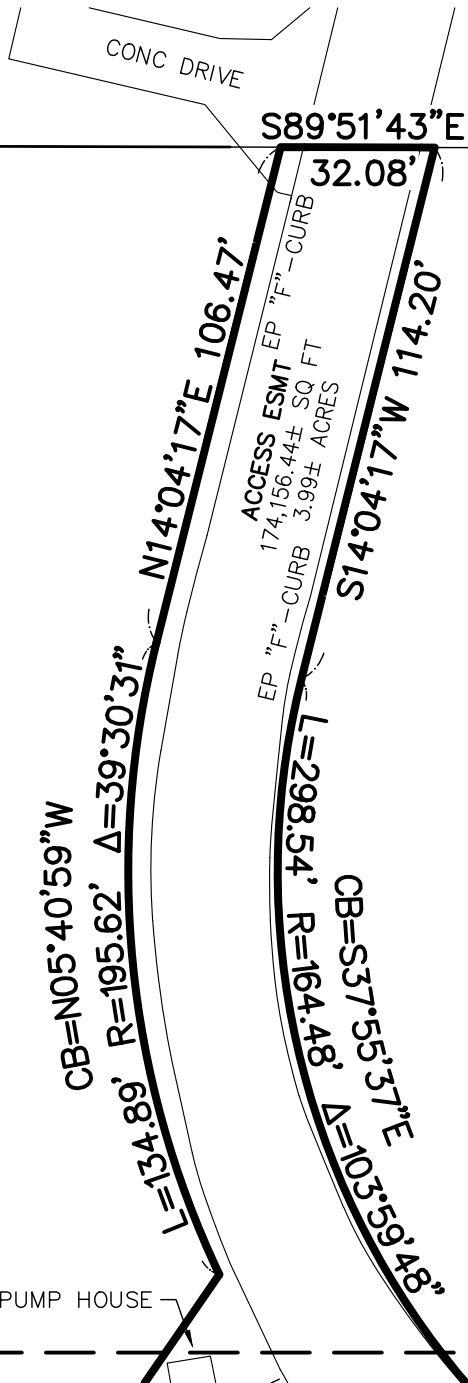
SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	+	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

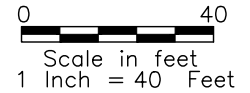
PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	<p>HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455</p>
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
REV. DATE	SCALE 1" = 40'	SHEET 7 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



S R/W LINE
 NSLRWCD CANAL NO. 8 DISTRICT R/W MAP 1980
 N. LINE, NW 1/4, NE 1/4, SW 1/4 OF SEC. 20



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▣	CATCH BASIN	Ⓢ	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	↑	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊠	CONCRETE POWER POLE (CPP)	WV ⊠	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊠	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

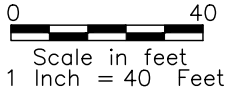
ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 40'	SHEET 8 OF 9	

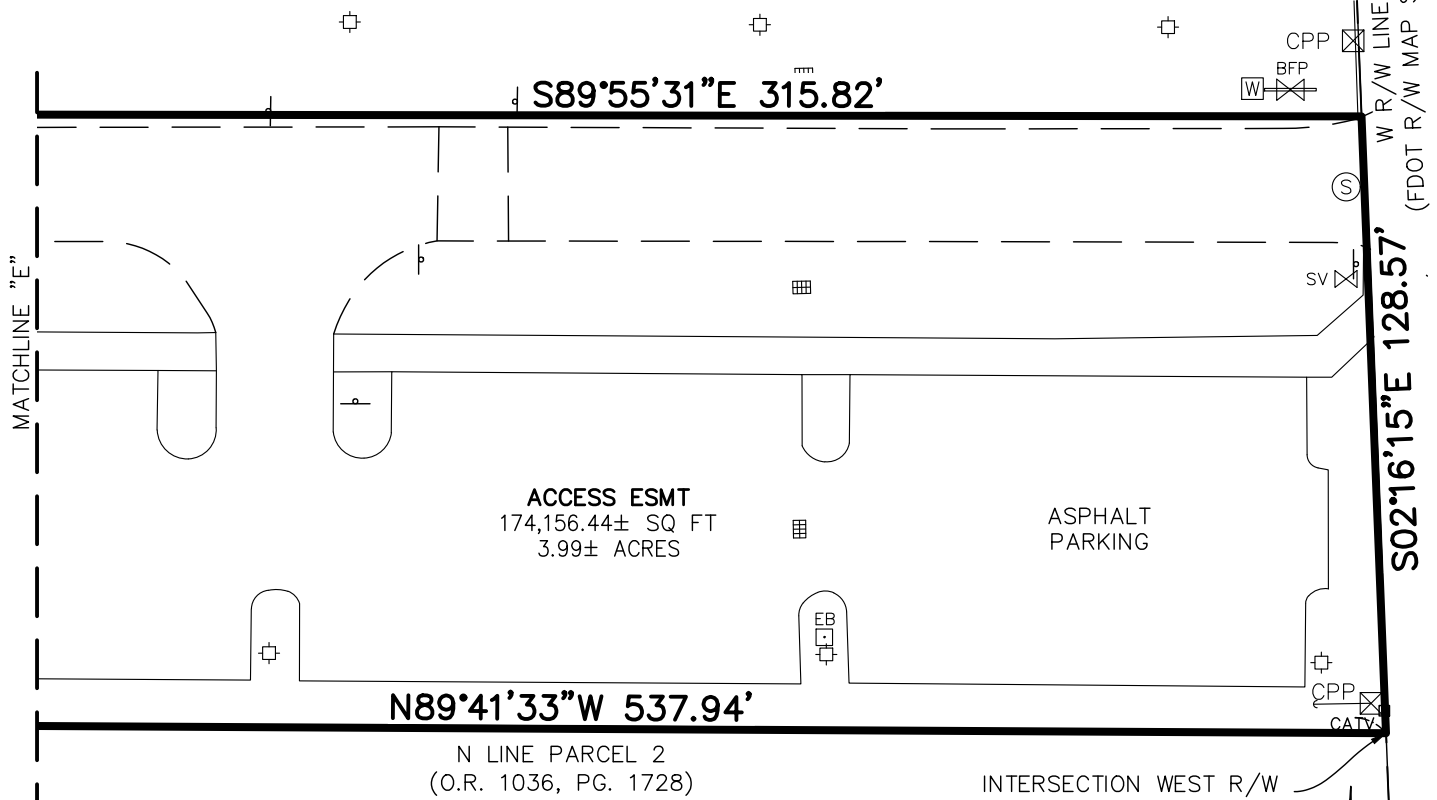
EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 9 OF 9	

EXHIBIT "C"

This Instrument Prepared By:
JONATHAN D. WALLACE, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Easement Agreement**”) is made and entered into this ___ day of _____, 2026, by THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA whose address is Massey Campus Ben L. Bryan Administration Building, A301 3209 Virginia Avenue, Fort Pierce, FL 34981 (“**Grantor**”), in favor of RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company, whose address is 3209 Virginia Ave., Fort Pierce, FL 34981 (“**Grantee**”).

WITNESSETH:

A. Grantor is the owner in fee simple of that certain real property (the “**Easement Property**”) lying, situate and being in St. Lucie County, Florida, more particularly described in Exhibit “A”, attached hereto and made a part hereof.

B. Pursuant to that certain Amended and Restated Ground Lease (the “**Lease**”) dated of even date herewith executed by Grantor, as lessor, and Grantee, as lessee, Grantee, leases certain real property (the “**Leased Premises**”) lying, situate and being in St. Lucie County, Florida, more particularly described in Exhibit “B”, attached hereto and made a part hereof, which Leased Premises is located directly adjacent to the Easement Property.

C. The Lease, and Grantee’s leasehold estate in the Leasehold Premises created thereunder, are memorialized, of record, by that certain Memorandum of Ground Lease dated of even date herewith executed by Grantor, as lessor, and Grantee, as lessee (the “**Memorandum of**

EXHIBIT "C"

Lease”), which Memorandum of Lease is intended to be recorded in the Official Records of St. Lucie County, Florida, contemporaneously herewith.

D. Grantor desires to grant, and the Grantee desires to receive, a non-exclusive easement over, under and across the Easement Property for purposes of ingress, egress, parking, use of common roadway, storm water drainage, lighting, landscaping, irrigation and other systems, utilities, and facilities serving the Leased Premises.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains and assigns to Grantee, its assigns and successors in interest to the leasehold estate in and to the Leased Premises arising out of the Lease, and as an appurtenance thereto, the following easements, to have and to hold subject to the following terms, conditions and reservations:

1. A perpetual, nonexclusive easement (the “**Easement**”) for the purposes of pedestrian, bicycle, and vehicular (including equipment) ingress and egress, parking, use of common roadway, storm water drainage, lighting, landscaping, irrigation and other systems, utilities, and facilities serving the Leased Premises.

2. The Easement, as to the Easement Property, is granted to and accepted by Grantee in its “AS IS” condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee’s purposes whatsoever. Grantee shall be responsible for maintaining the Easement Property for all its permitted uses.

3. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Grantor, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the “**Grantor**

EXHIBIT "C"

Entities”), from all liability, loss, cost, and expense, including attorneys’ and paralegals’ fees and court costs, which may be sustained by the Grantor Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the exercise of the rights granted herein by Grantee or its employees, agents, contractors, successors, and permitted assigns, unless solely caused by Grantor’s negligence, gross negligence or intentional misconduct; and Grantee agrees to defend at its sole cost and expense and at no cost and expense to the Grantor Entities any and all suits or action instituted against the Grantor Entities, for the imposition of such liability, loss, cost and expense.

Grantor agrees, subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Grantee, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the “**Grantee Entities**”), from all liability, loss, cost, and expense, including attorneys’ and paralegals’ fees and court costs at all trial and appellate levels, which may be sustained by the Grantee Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the acts or omissions of Grantor unless solely caused by the Grantee Entities’ negligence, gross negligence or intentional conduct; and Grantor agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to the Grantee Entities any and all suits or action instituted against the Grantee Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

4. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. The rights and obligations of Grantee under this Easement

EXHIBIT "C"

may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion.

5. The Easement is intended to run with title to, and inure to the benefit of, the leasehold estate in and to the Leased Premises arising out of the Lease, and as an appurtenance thereof. The rights, agreements, duties, obligations and easements set forth in this Easement Agreement shall run with the land and shall be binding upon and benefit the Grantor and Grantee as herein specified and their assigns and successors in title to (i) the Easement Property and (ii) the leasehold estate in and to the Leased Premises arising out of the Lease, respectively. Any transferee of any portion of the Easement Property or the Leased Premises, as the case may be, shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Easement Agreement relating thereto to the extent of its interest in said property.

6. Grantor hereby covenants with Grantee that Grantor is lawfully seized and in possession of the Easement Property.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the date first above written.

THE DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,
FLORIDA

Printed Name: Christa Luna
Address: 3209 Virginia Ave
Fort Pierce, FL 34981

By: _____
Name: Timothy E. Moore
Title: Secretary

Printed Name: Suzanne Parsons
Address: 3209 Virginia Ave
Fort Pierce, FL 34981

EXHIBIT "C"

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of April, 2026, by Timothy E. Moore, as Secretary of THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA who is personally known to me, or who has [] produced the following identification
_____.

Signature of Notary Public
Name: Suzanne Parsons
Notary Public, State of Florida
My Commission expires: 10/16/27

RIVER HAMMOCK HOLDINGS, LLC, a
Florida limited liability company

Printed Name: _____
Address: _____

By: _____
Name: Annabel Robertson
Title: Executive Director

Printed Name: _____
Address: _____

EXHIBIT "C"

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2026, by Annabel Robertson, as Executive Director of RIVER HAMMOCK HOLDINGS, LLC, and on behalf of RIVER HAMMOCK HOLDINGS, LLC, who is [] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"

DESCRIPTION:

A PARCEL OF LAND, LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET, THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'27" EAST, A DISTANCE OF 600.83 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 00°18'27" EAST, A DISTANCE OF 53.33 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET, THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 84.31 FEET; THENCE NORTH 00°03'11" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 40.32 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 86.15 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 36.67 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 86.36 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 513.05 FEET; THENCE NORTH 34°30'23" EAST, A DISTANCE OF 113.63 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVED NORTHEASTERLY. HAVING A RADIUS OF 195.62 FEET AND A CHORD BEARING NORTH 05°40'59" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 39°30'31", AN ARC DISTANCE OF 134.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°04'17" EAST, A DISTANCE OF 106.47 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89°51'43" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 32.08 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 14°04'17" WEST, A DISTANCE OF 114.20 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 164.48 FEET AND A CHORD BEARING SOUTH 37°55'37" EAST,

CONTINUE ON PAGE 2:

MICHAEL T. OWEN
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION #5556

SIGNATURE DATE


PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 1 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"

DESCRIPTION (CONTINUED):

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103°59'48", AN ARC DISTANCE OF 298.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°55'31" EAST, A DISTANCE OF 315.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 35TH STREET (A 74 FOOT-WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94500-2606); THENCE SOUTH 02°16'15" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 128.57 FEET TO A POINT BEING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH LINE OF PARCEL 2, AS RECORDED IN OFFICIAL RECORDS BOOK 1036, PAGE 1728, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE OF PARCEL 2 AND THE WESTERLY EXTENSION THEREOF, NORTH 89°41'33" WEST, A DISTANCE OF 537.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,156.44 SQUARE FEET, OR 3.99± ACRES, MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID
WITHOUT SKETCH.


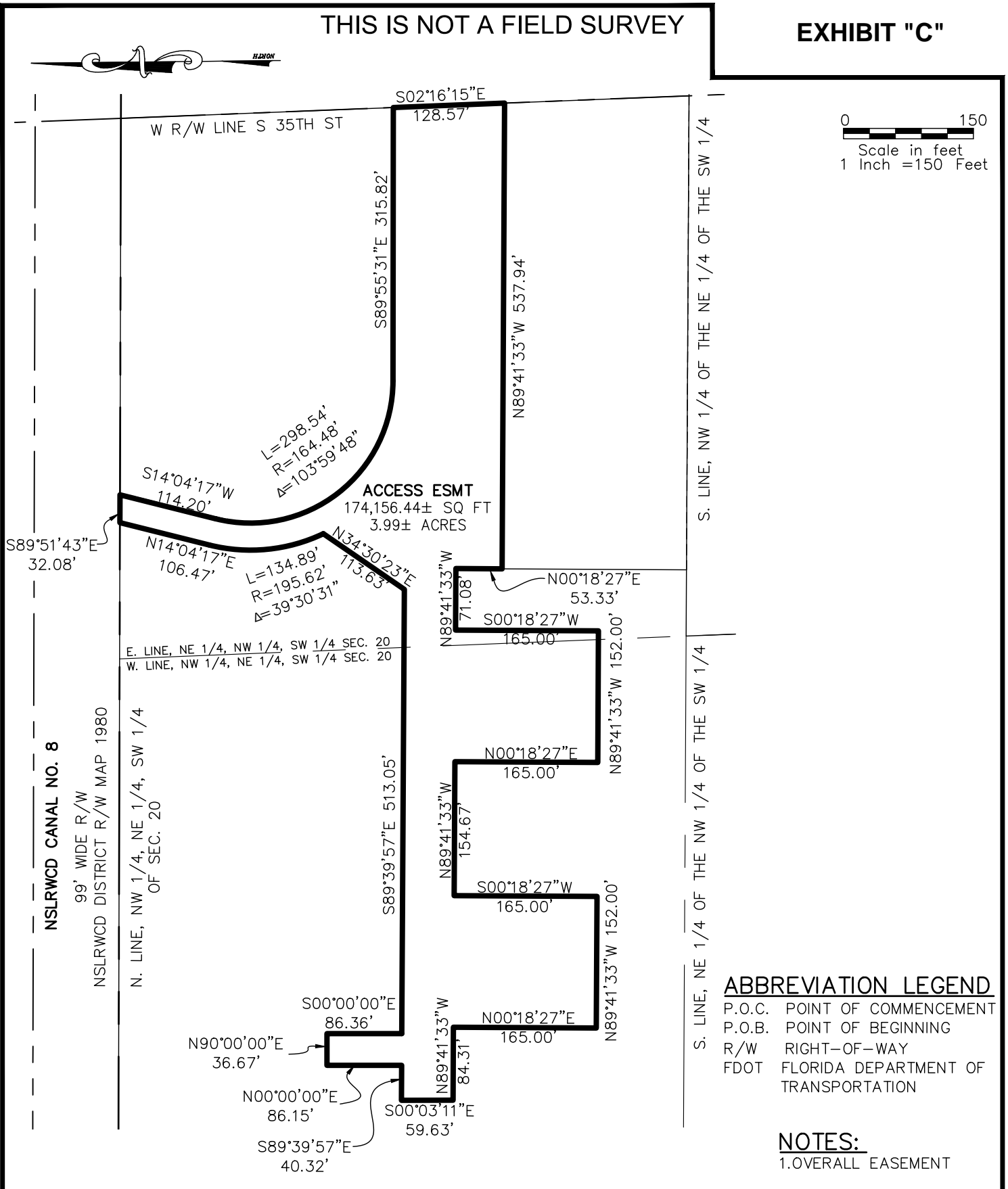
PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	 HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 2 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"

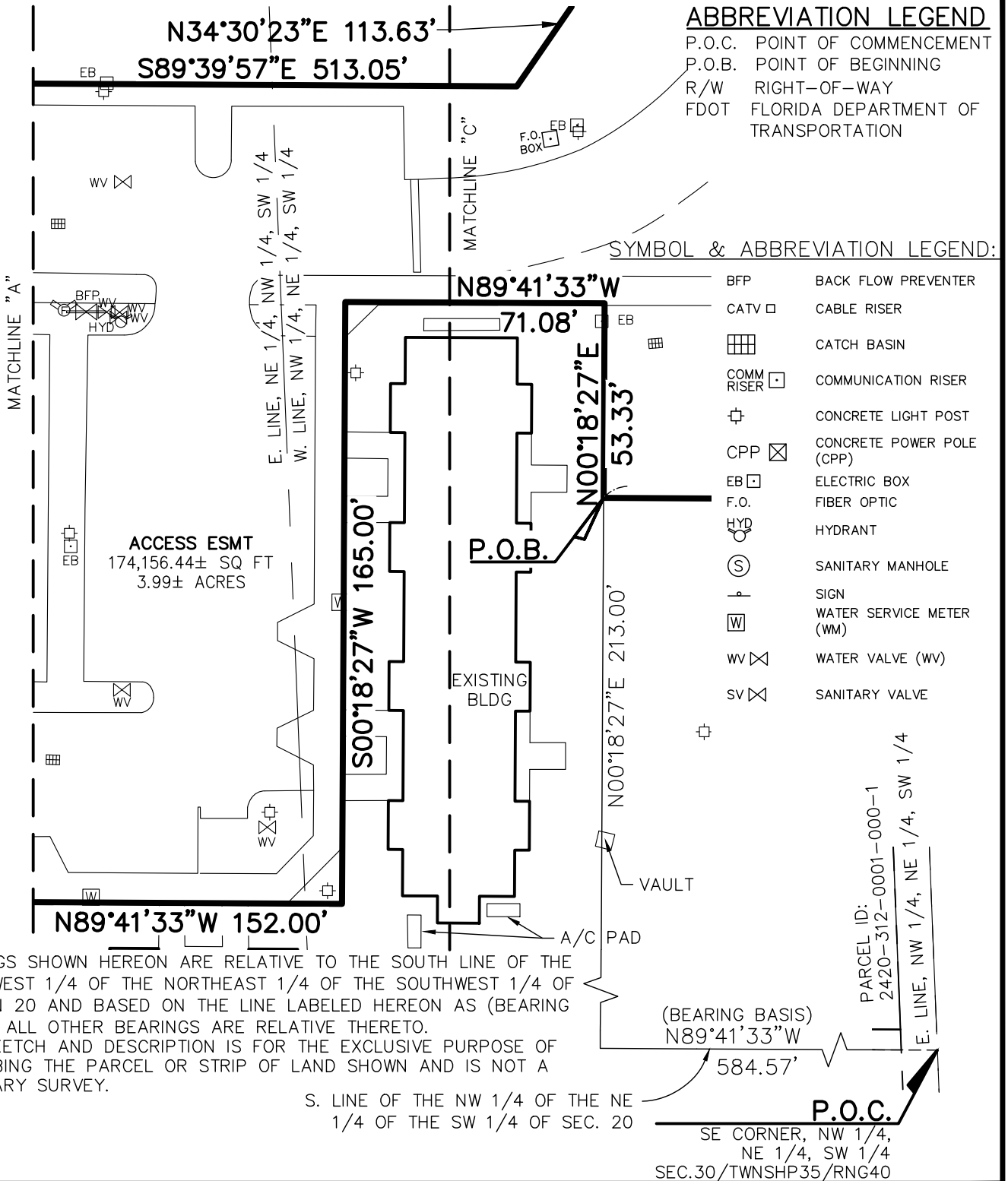
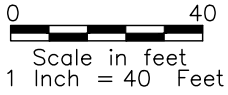


PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 150'	SHEET 3 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SYMBOL & ABBREVIATION LEGEND:

- BFP BACK FLOW PREVENTER
- CATV CABLE RISER
- CATCH BASIN
- COMM RISER COMMUNICATION RISER
- CONCRETE LIGHT POST
- CPP CONCRETE POWER POLE (CPP)
- EB ELECTRIC BOX
- F.O. FIBER OPTIC
- HYD HYDRANT
- SANITARY MANHOLE
- SIGN
- WATER SERVICE METER (WM)
- WV WATER VALVE (WV)
- SV SANITARY VALVE

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

(BEARING BASIS)
N89°41'33"W

P.O.C.

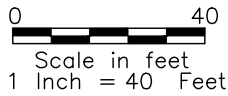
SE CORNER, NW 1/4,
NE 1/4, SW 1/4
SEC.30/TWNSHP35/RNG40

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 40'	SHEET 4 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



S89°39'57"E 513.05'

ACCESS ESMT
174,156.44± SQ FT
3.99± ACRES

N89°41'33"W 154.67'

S00°18'27"W 165.00'

EXISTING BLDG

EXISTING BLDG

N00°18'27"E 165.00'

N89°41'33"W

152.00'

N89°41'33"W

152.00'

MATCHLINE "B"

ASPHALT PARKING

ASPHALT PARKING

MATCHLINE "A"

A/C PAD

VAULT

A/C PAD

COMCAST RISER

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
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SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

ABBREVIATION LEGEND

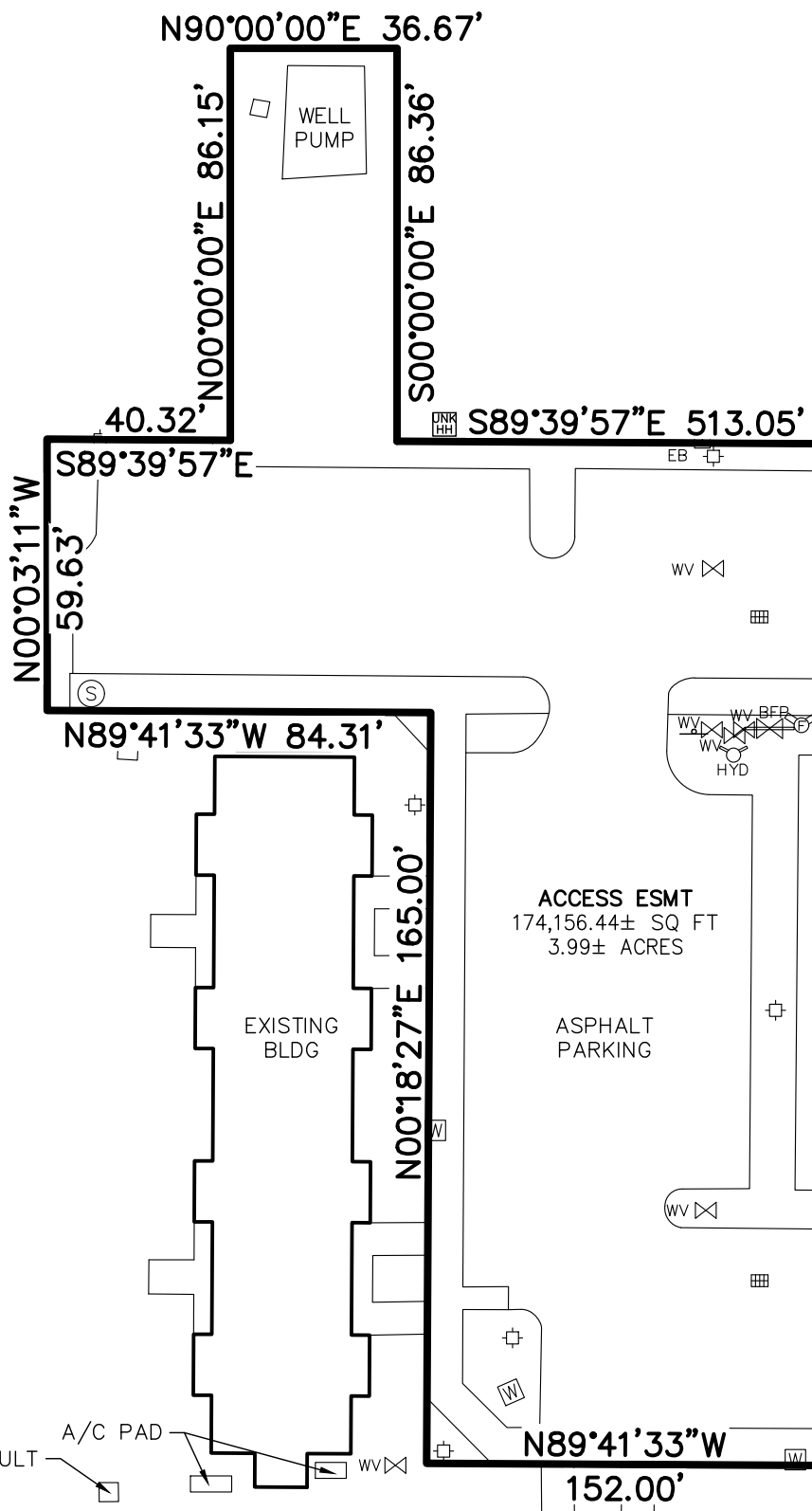
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 40'	SHEET 5 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



NOTES:

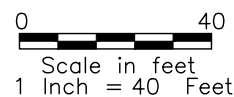
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ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SYMBOL & ABBREVIATION LEGEND:

- BFP BACK FLOW PREVENTER
- CATV □ CABLE RISER
- ▤ CATCH BASIN
- COMM RISER □ COMMUNICATION RISER
- ⊕ CONCRETE LIGHT POST
- CPP ⊗ CONCRETE POWER POLE (CPP)
- EB □ ELECTRIC BOX
- F.O. FIBER OPTIC
- HYD HYDRANT
- ⊙ SANITARY MANHOLE
- SIGN
- W WATER SERVICE METER (WM)
- WV ⊗ WATER VALVE (WV)
- SV ⊗ SANITARY VALVE
- UNK HH UNKNOWN HANDHOLE



PROJECT **IRSC ACCESS EASEMENT**
SECTION 20, TOWNSHIP 35S, RANGE 40E

JOB NO. **25-315**

BY **CPS**
DATE 2026.02.11

TITLE **SKETCH AND DESCRIPTION**

REV. DATE
SCALE 1" = 40'

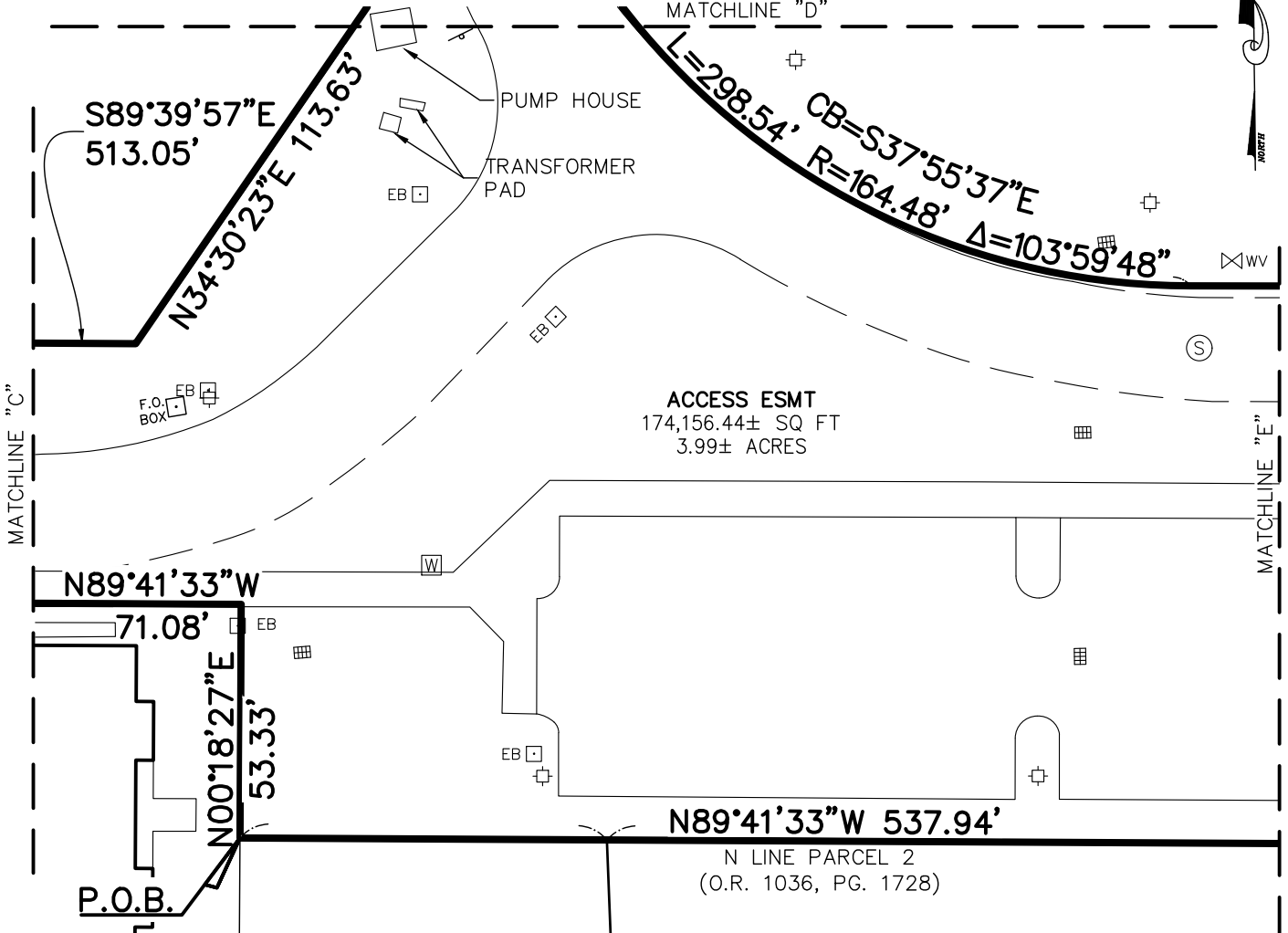
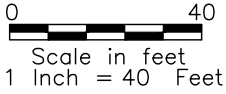
REV.
SHEET 6 OF 9

HALEY WARD
ENGINEERING | ENVIRONMENTAL SURVEYING | LAND PLANNING
INTERIOR DESIGN
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SYMBOL & ABBREVIATION LEGEND:

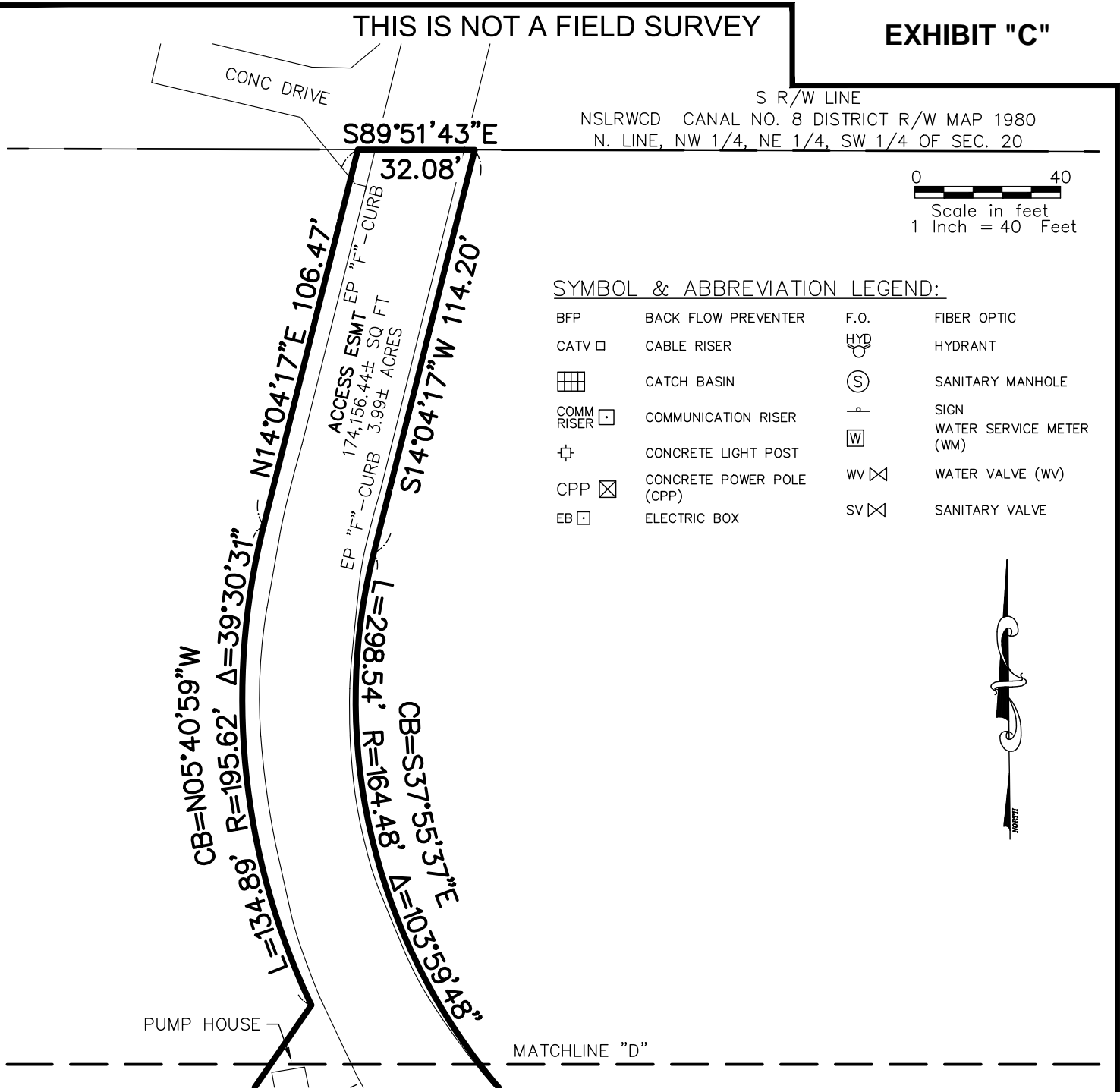
BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	(S)	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	
	TITLE SKETCH AND DESCRIPTION	REV. DATE	
SCALE 1" = 40'	REV.	REV.	
	SHEET 7 OF 9	SHEET	

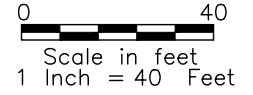
EXHIBIT "A"

EXHIBIT "C"

THIS IS NOT A FIELD SURVEY



S R/W LINE
NSLRWCD CANAL NO. 8 DISTRICT R/W MAP 1980
N. LINE, NW 1/4, NE 1/4, SW 1/4 OF SEC. 20



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▣	CATCH BASIN	Ⓢ	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	⊥	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊠	CONCRETE POWER POLE (CPP)	WV ⊠	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊠	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

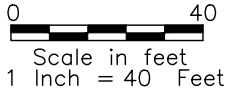
- P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 8 OF 9	

EXHIBIT "A"

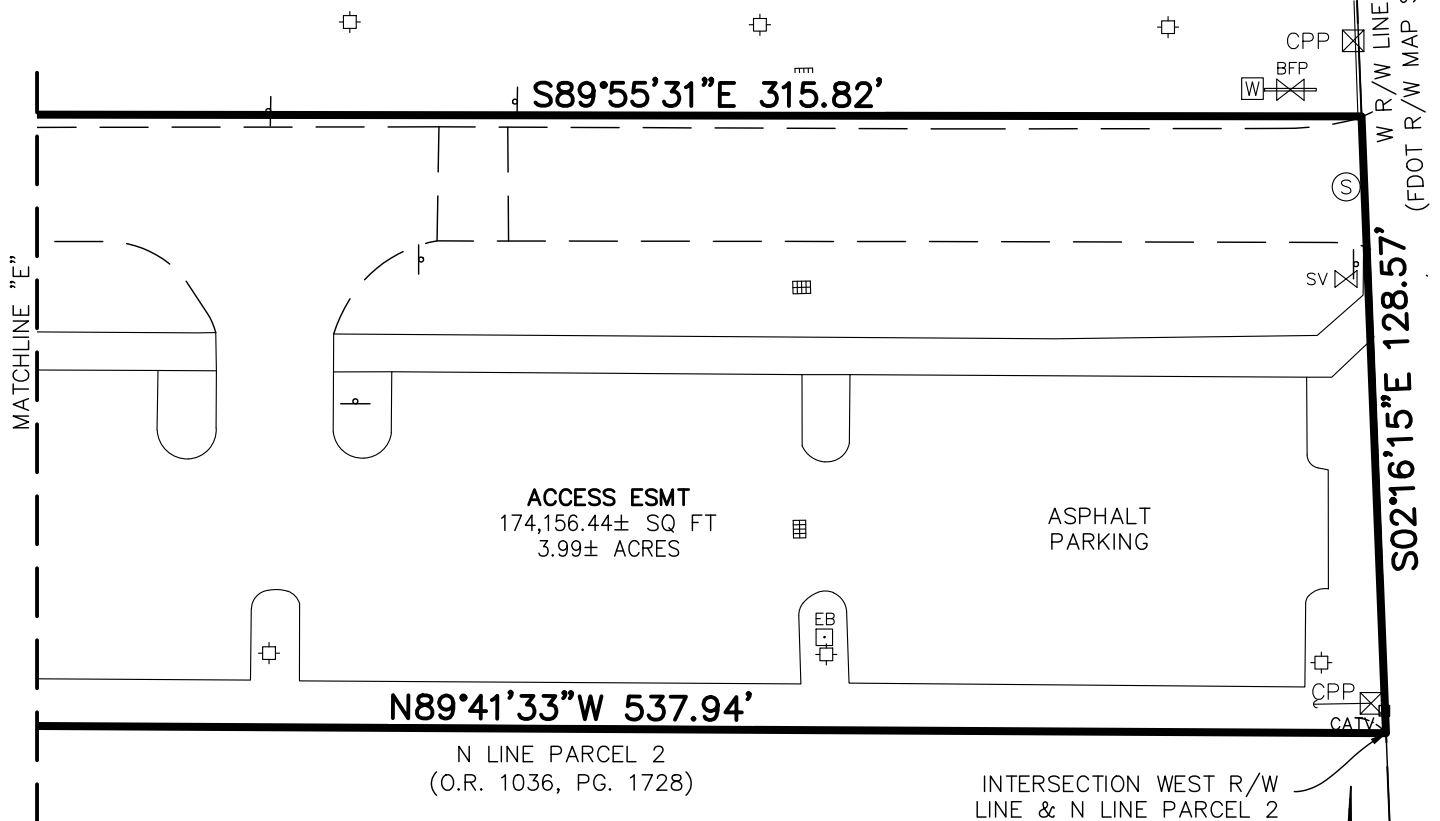
THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▣	CATCH BASIN	Ⓢ	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊠	CONCRETE POWER POLE (CPP)	WV ⊠	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊠	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 9 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE A DISTANCE 76.54 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 524.29 FEET; THENCE NORTH 00°18'27" EAST LEAVING SAID SOUTH LINE, A DISTANCE OF 266.33 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE 266.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 109,859 SQUARE FEET, MORE OR LESS.

NOTE:

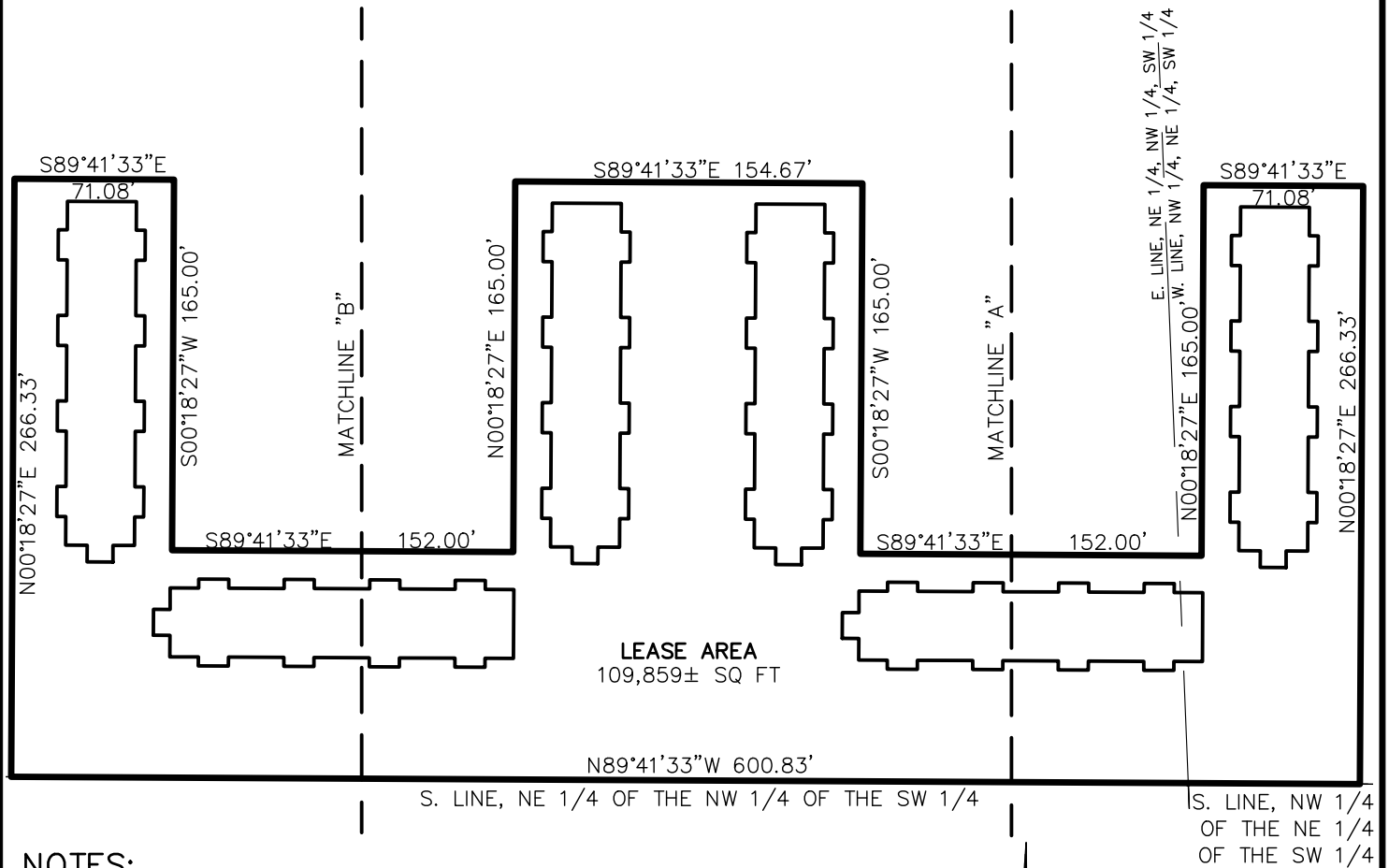
DESCRIPTION NOT VALID WITHOUT SKETCH.

MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 1 OF 5	

THIS IS NOT A FIELD SURVEY



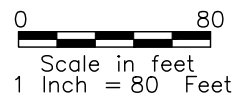
NOTES:

1. OVERALL EASEMENT

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING



PROJECT
IRSC LEASE LIMIT
SECTION 20, TOWNSHIP 35S, RANGE 40E

JOB NO.
25-315

BY
 CPS
 DATE
 2026.02.11

TITLE
SKETCH AND DESCRIPTION

REV. DATE
 SCALE
 1" = 80'

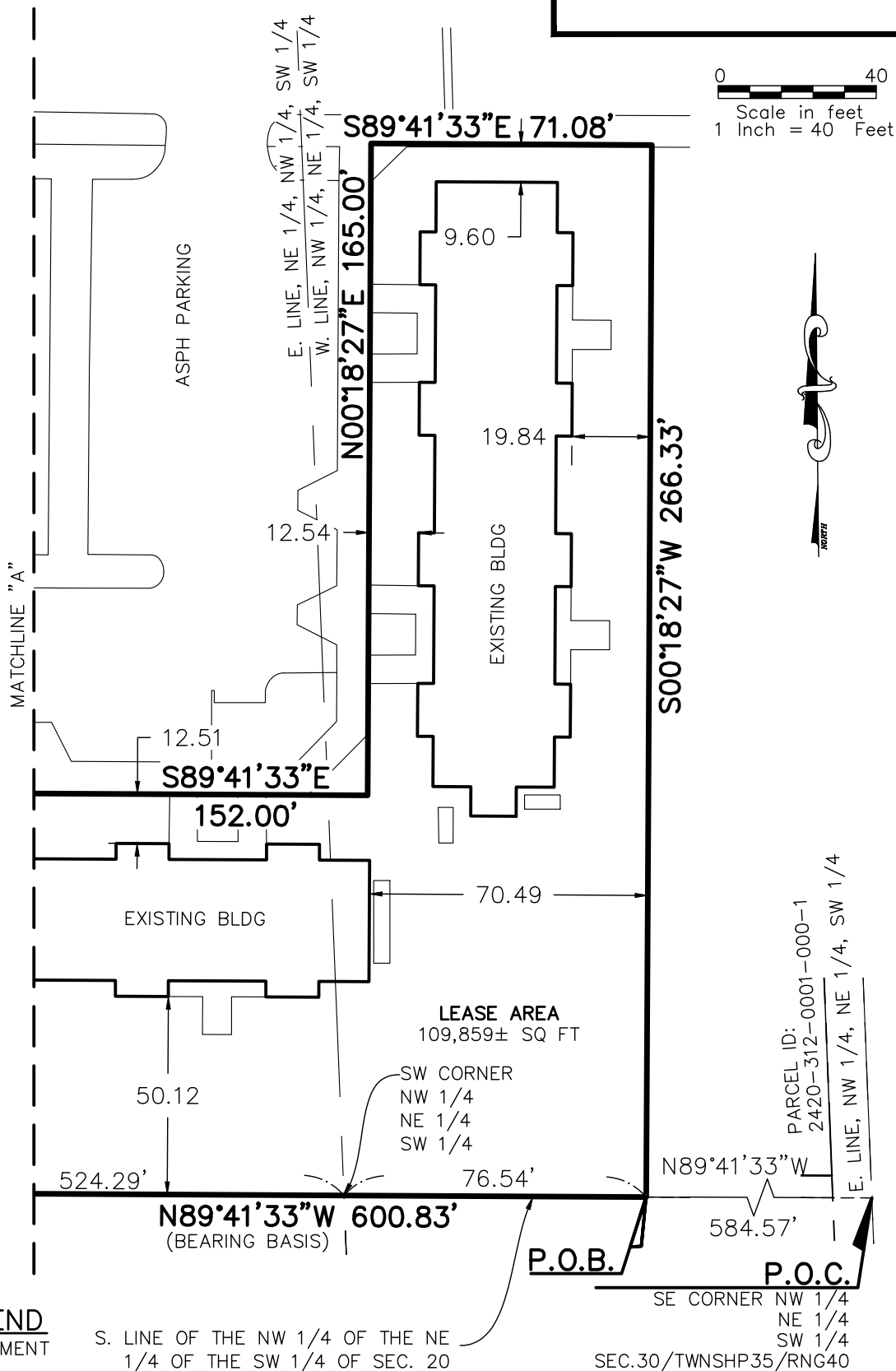
REV.
 SHEET
 2 OF 5

HALEY WARD
 ENGINEERING | ENVIRONMENTAL
 SURVEYING | LAND PLANNING
 INTERIOR DESIGN
 10250 Village Parkway, Suite 201
 Port Saint Lucie, Florida 34987
 772.462.2455

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

SE CORNER NW 1/4 NE 1/4 SW 1/4
 SEC.30/TWNSHP35/RNG40

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	<p>HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455</p>
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 3 OF 5	

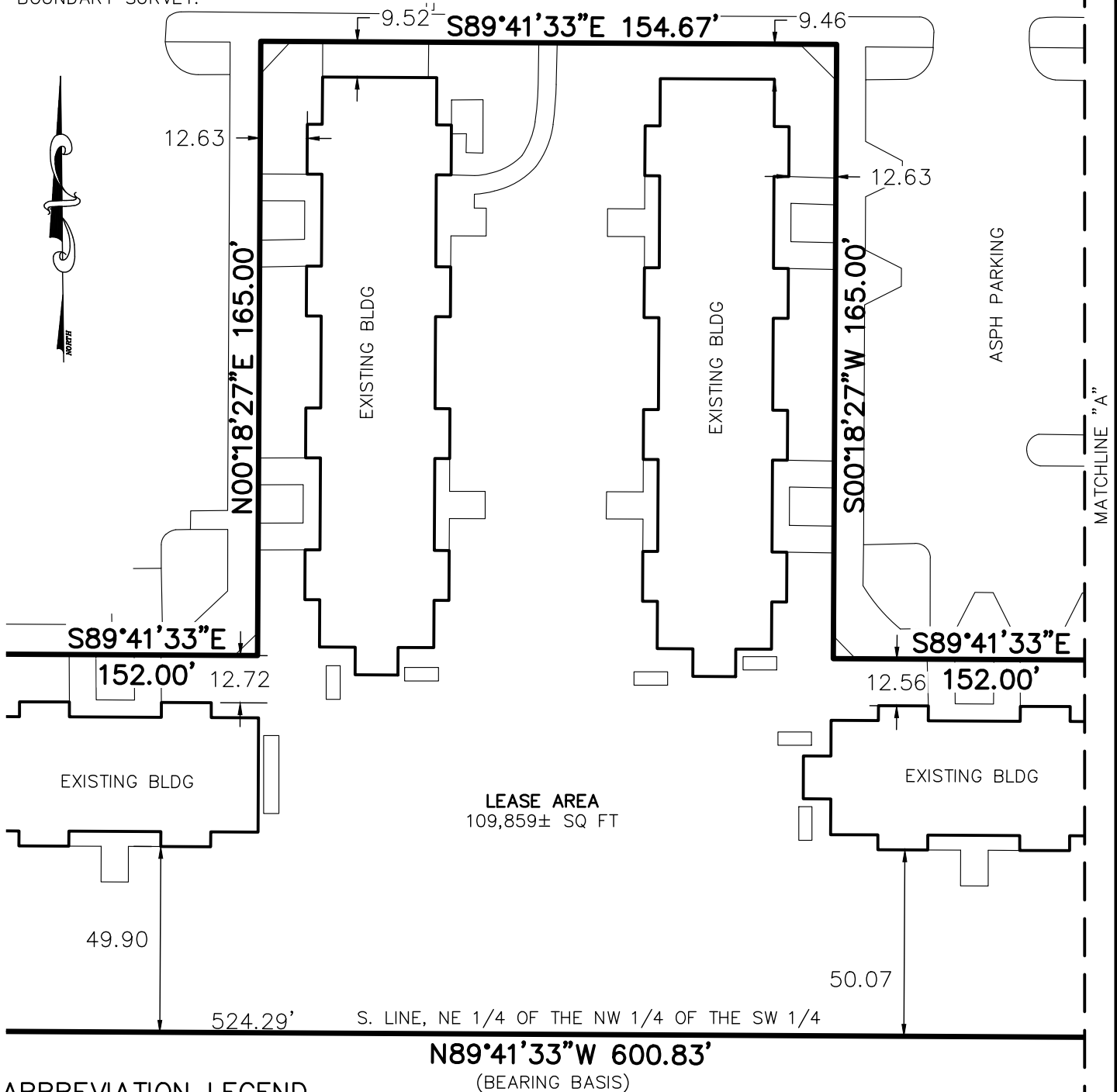
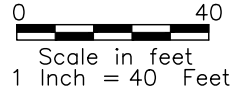
EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.



ABBREVIATION LEGEND

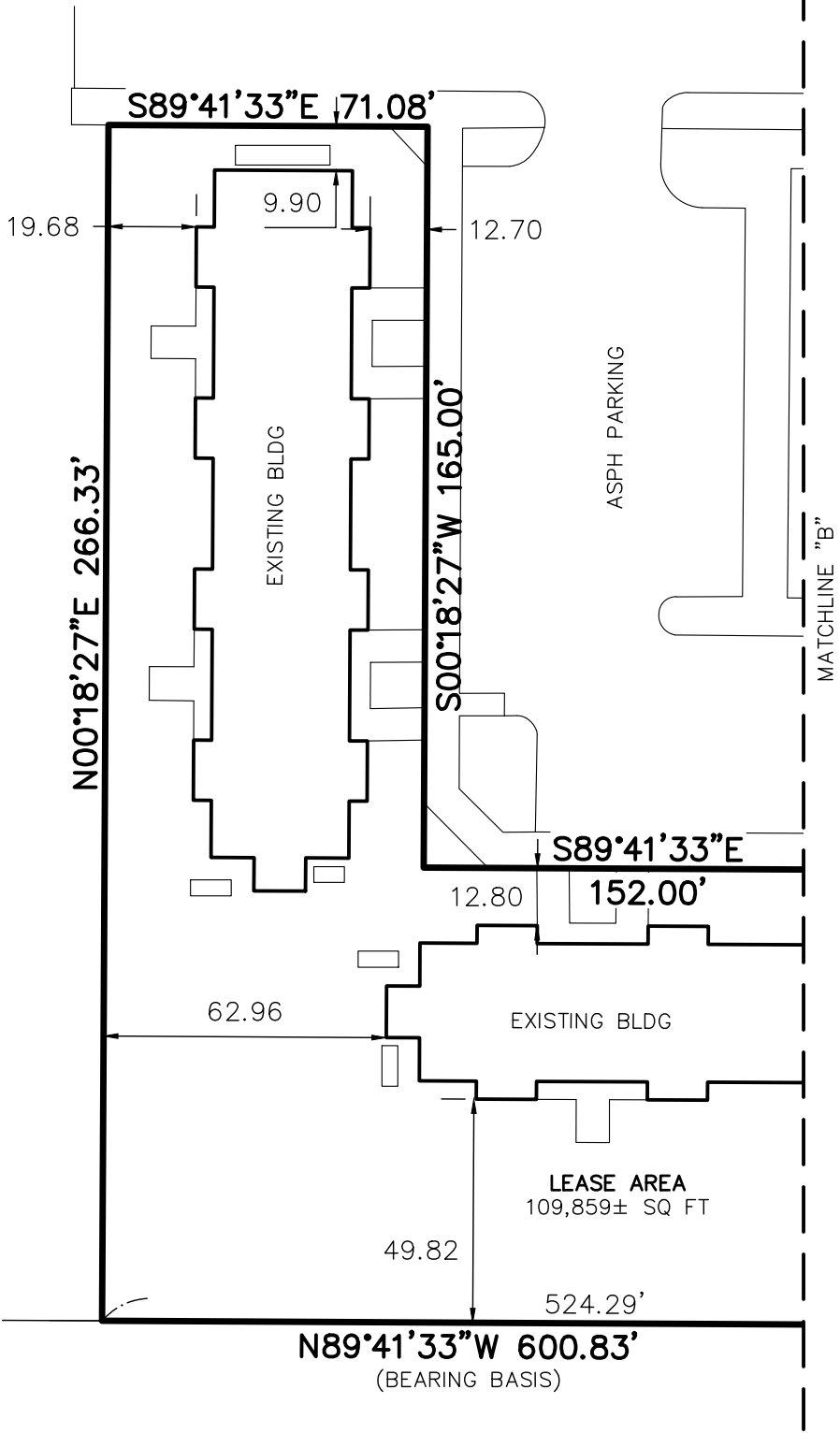
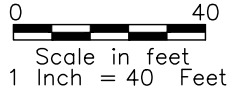
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	SHEET 4 OF 5
	SCALE 1" = 40'		

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

EXHIBIT "C"



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	REV. DATE	DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	SCALE 1" = 40'	REV.	
		SHEET 5 OF 5	

This Instrument Prepared By:
JONATHAN D. WALLACE, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

For Official Use Only
Tax Parcel I.D. #2420-312-0002-000/8

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum"), dated as of _____, 2026 is entered into by and between THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA ("Landlord"), and RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company ("Tenant").

Pursuant and subject to the provisions of that certain Amended and Restated Ground Lease between Landlord and Tenant, dated _____, 2026 (the "Lease"), Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property located in St. Lucie County, Florida as more particularly described on Exhibit "A" attached hereto and made a part hereof. All terms in this Memorandum that are not defined herein shall have the same meanings as set forth in the Lease.

The Effective Date of the Lease is _____, 2026 and the Term of the Lease shall expire on the date that is ninety-nine (99) years following the Effective Date.

Except as otherwise expressly permitted in Sections 15 and 27 of the Lease, Tenant may not assign, sell, lien, encumber, sublease, or otherwise transfer all or any part of Tenant's interest in and to the Lease or leasehold either voluntarily or by operation of law, without the express prior written consent of Landlord (which approval may be withheld by Landlord in its sole but reasonable discretion).

This Memorandum incorporates herein in full, by this reference, all provisions of the Lease. This Memorandum is solely for recording and notice purposes and in no way alters, amends, modifies or supplements the provisions of the Lease. In the event of any conflict between any provision of the Lease and any provision of this Memorandum, the Lease shall control.

Section 9 of the Lease provides as follows:

"Notwithstanding anything to the contrary set forth in this Lease, the interest of Landlord in all or any part of the Facilities shall not be subject to any liens of any kind for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the permission or by agreement between Tenant and Landlord, and this Lease expressly prohibits any construction, materialman's, laborer's or other statutory or common law liens for

improvements or work made or done by or at the instance of Tenant, or concerning which Tenant is responsible for payment under the terms hereof or otherwise, and all persons dealing with or contracting with Tenant or any contractor of Tenant are hereby put on notice of these provisions. In the event any notice, claim or lien shall be asserted or recorded against the interest of Landlord in the Facilities, or any portion thereof, on the account of or extending from any improvement or work made or done by or at the instance of Tenant, or any person claiming by, through or under Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within twenty (20) days after notice from Landlord to Tenant, and in the event that Tenant fails to do so, Tenant shall be considered in default under this Lease. Tenant agrees upon Landlord's request to join Landlord in the execution of a short form lease to be recorded in the Public Records of St. Lucie County, Florida for the purpose of giving constructive notice of the provisions of this Section."

This Memorandum shall extend to and be binding upon the parties hereto and their successors and permitted assigns.

This Memorandum may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

Signed, sealed and delivered in the presence of the following two witnesses:

THE DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,
FLORIDA

Print Name: Christa Luna
Address: 3209 Virginia Ave.
Fort Pierce, FL 34981

By: _____
Name: Timothy E. Moore
Title: Secretary

Print Name: Suzanne Parsons
Address: 3209 Virginia Ave.
Fort Pierce, FL 34981

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of April, 2026, by Timothy E. Moore, as Secretary of THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA. Said person (check one): is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: Suzanne Parsons

Notary Public, State of Florida
Commission No.: #HH 454846

My Commission Expires: 10/16/27

TENANT:

Signed, sealed and delivered in the presence of the following two witnesses:

RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: Annabel Robertson
Title: Executive Director

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2026, by Annabel Robertson, as Executive Director of RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company, on behalf of said limited liability company. Said person (check one): [] is personally known to me, [] produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit:_____.

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE A DISTANCE 76.54 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 524.29 FEET; THENCE NORTH 00°18'27" EAST LEAVING SAID SOUTH LINE, A DISTANCE OF 266.33 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE 266.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 109,859 SQUARE FEET, MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID WITHOUT SKETCH.

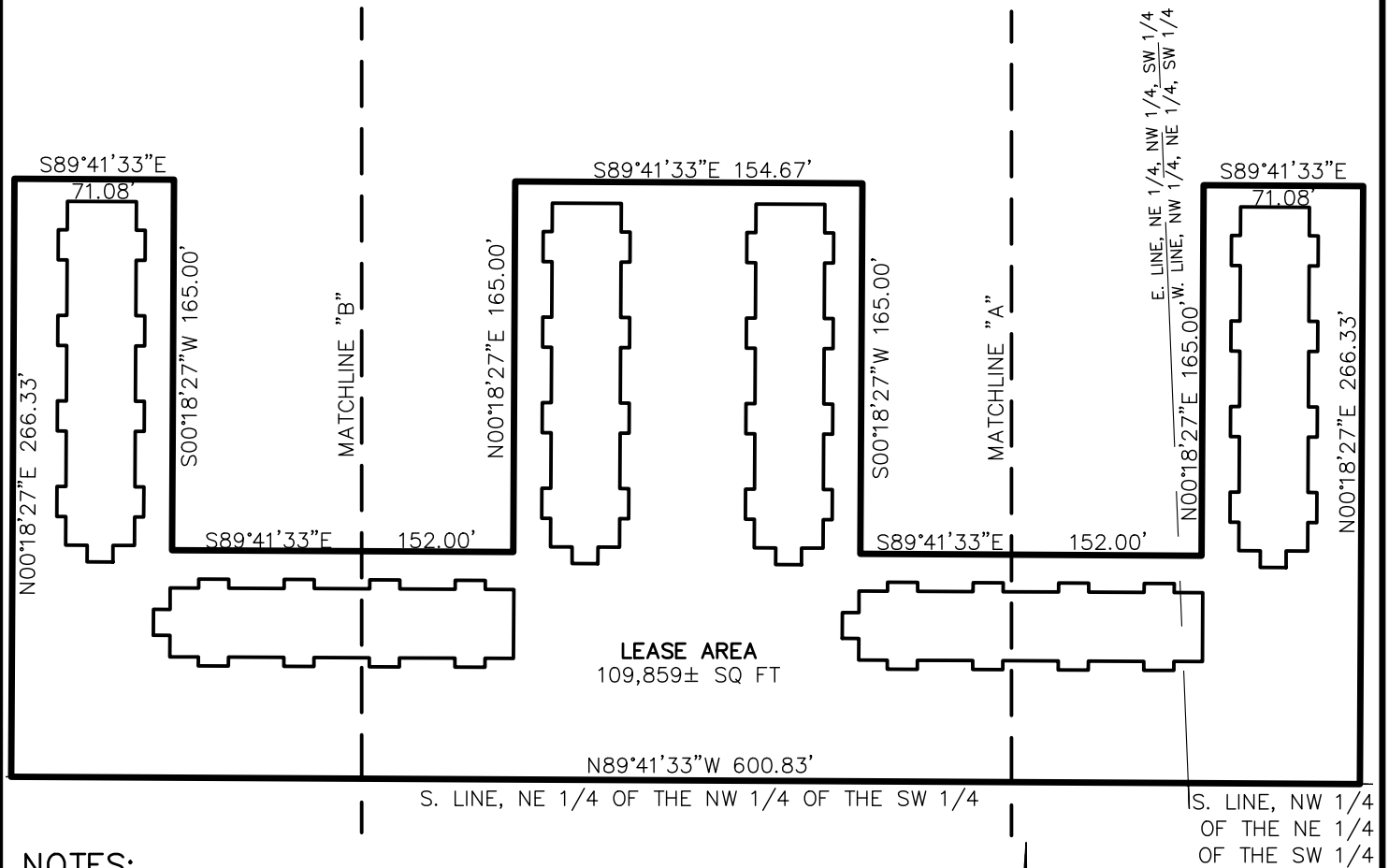
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
TITLE SKETCH AND DESCRIPTION	REV. DATE	DATE 2026.02.11	
	SCALE N.T.S.	REV.	
		SHEET 1 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



NOTES:

1. OVERALL EASEMENT

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

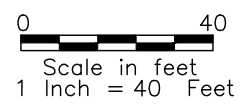
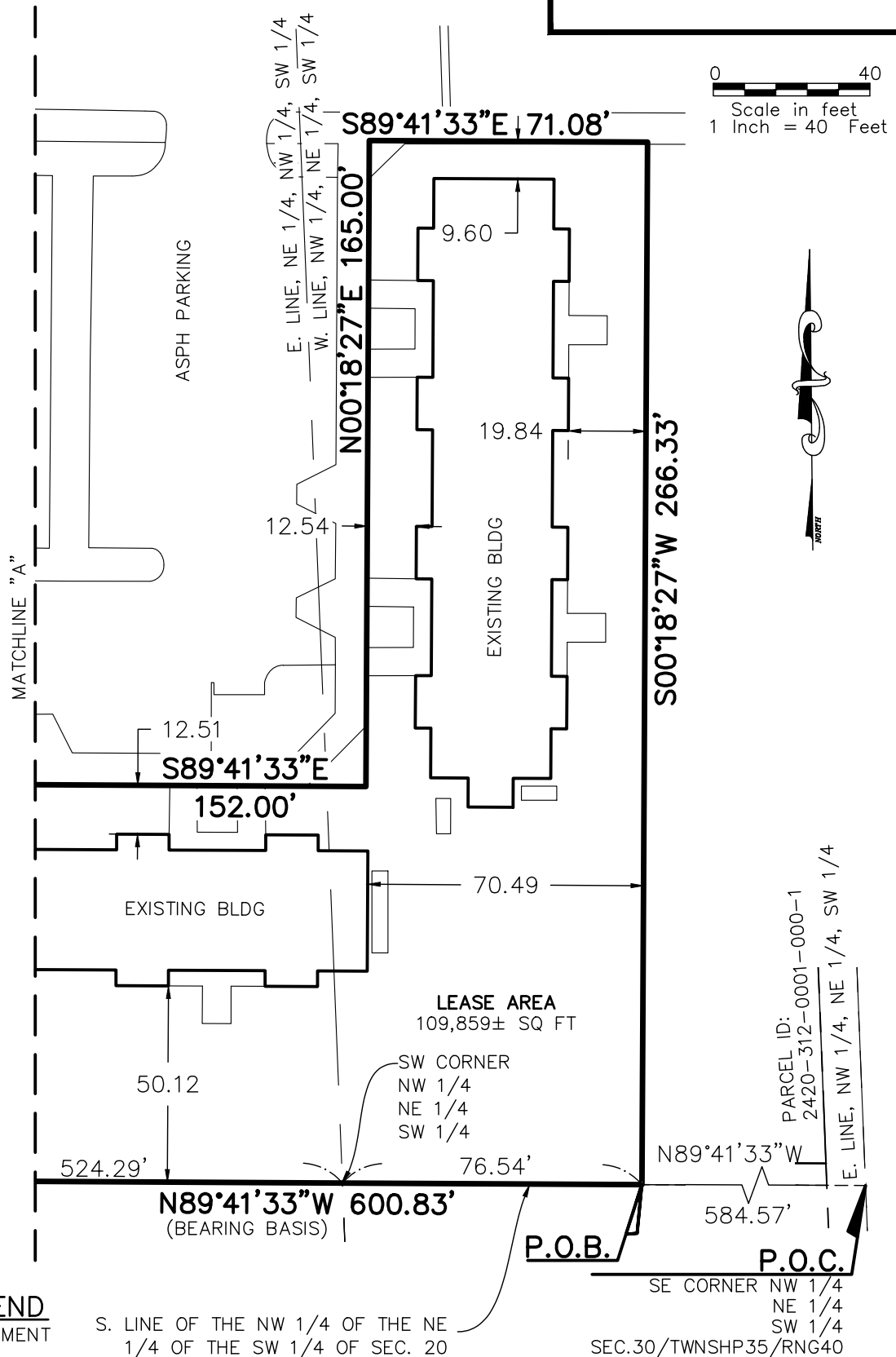


0 80
Scale in feet
1 Inch = 80 Feet

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	SHEET	2 OF 5
	SCALE 1" = 80'		

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

SE CORNER NW 1/4 NE 1/4 SW 1/4
 SEC.30/TWNSHP35/RNG40

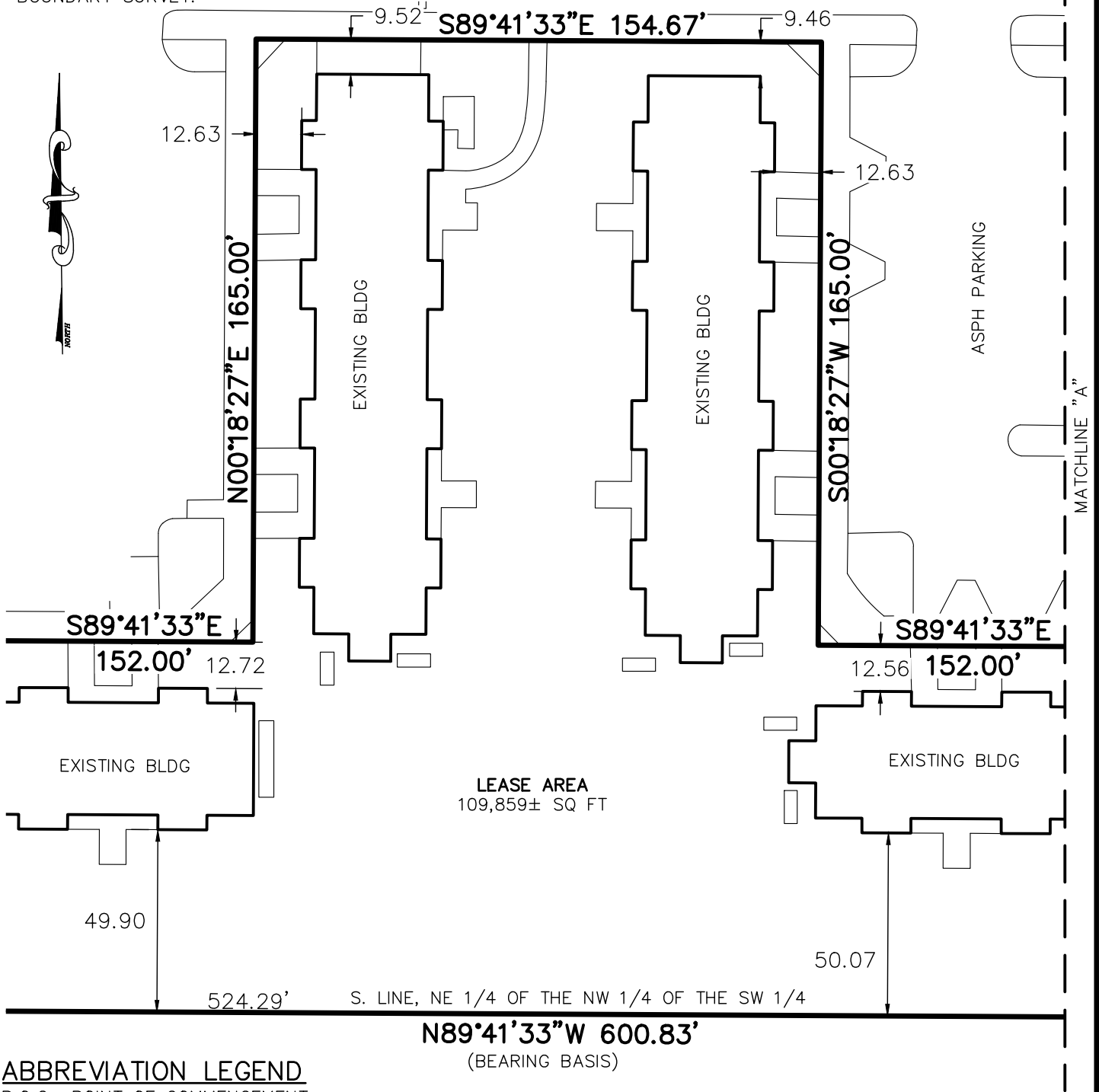
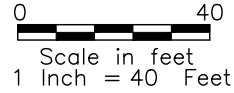
PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 3 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

NOTES:

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2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.



ABBREVIATION LEGEND

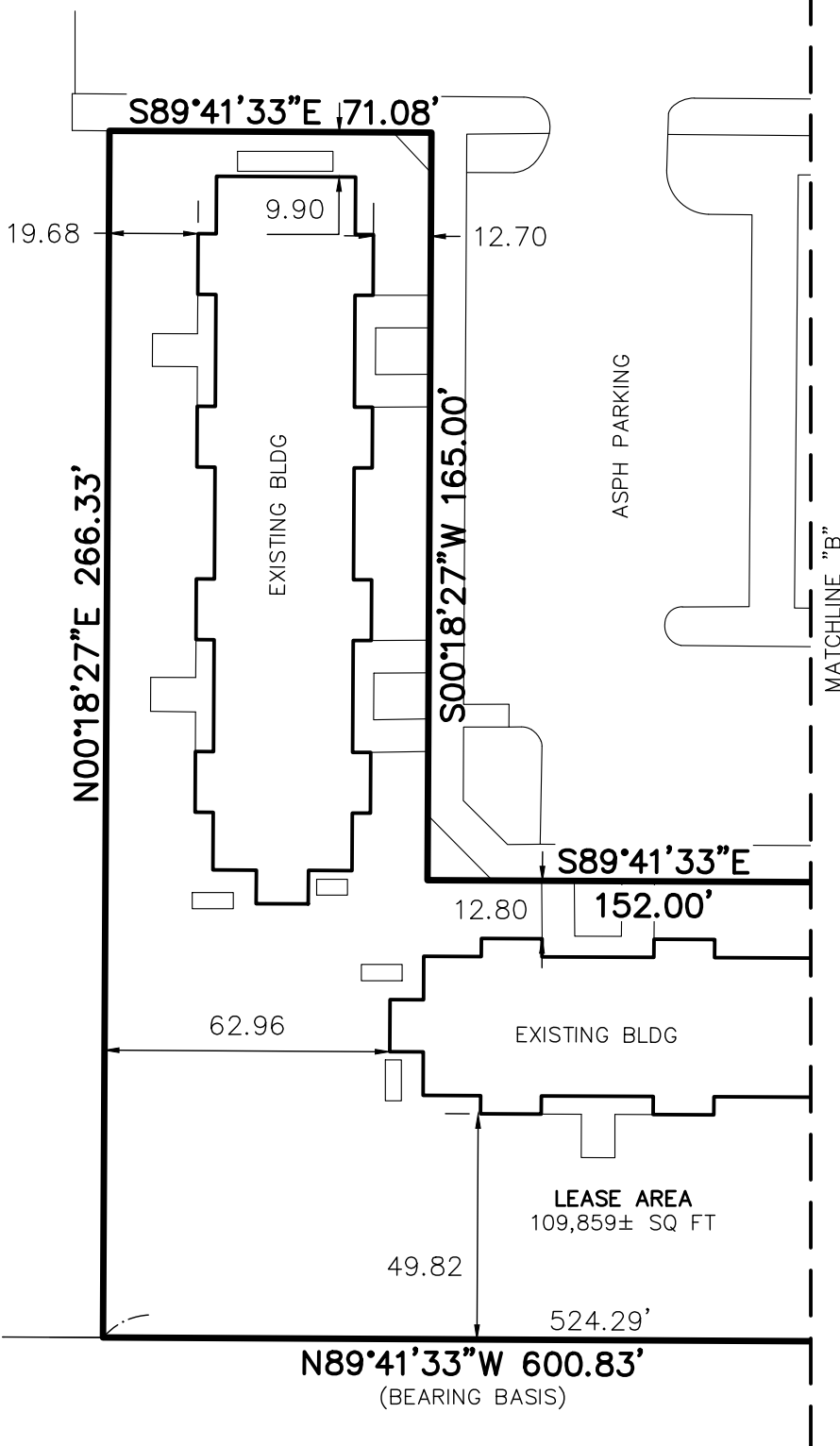
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PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 4 OF 5	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

0 40
Scale in feet
1 Inch = 40 Feet



NOTES:

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2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

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	REV. DATE	DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	SCALE 1" = 40'	REV.	
		SHEET 5 OF 5	

This Instrument Prepared By:
JONATHAN D. WALLACE, Esquire
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Easement Agreement**”) is made and entered into this 28th day of April, 2026, by THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA whose address is Massey Campus Ben L. Bryan Administration Building, A301 3209 Virginia Avenue, Fort Pierce, FL 34981 (“**Grantor**”), in favor of RIVER HAMMOCK HOLDINGS, LLC, a Florida limited liability company, whose address is 3209 Virginia Ave., Fort Pierce, FL 34981 (“**Grantee**”).

WITNESSETH:

A. Grantor is the owner in fee simple of that certain real property (the “**Easement Property**”) lying, situate and being in St. Lucie County, Florida, more particularly described in Exhibit “A”, attached hereto and made a part hereof.

B. Pursuant to that certain Amended and Restated Ground Lease (the “**Lease**”) dated of even date herewith executed by Grantor, as lessor, and Grantee, as lessee, Grantee, leases certain real property (the “**Leased Premises**”) lying, situate and being in St. Lucie County, Florida, more particularly described in Exhibit “B”, attached hereto and made a part hereof, which Leased Premises is located directly adjacent to the Easement Property.

C. The Lease, and Grantee’s leasehold estate in the Leasehold Premises created thereunder, are memorialized, of record, by that certain Memorandum of Ground Lease dated of even date herewith executed by Grantor, as lessor, and Grantee, as lessee (the “**Memorandum of**

Lease”), which Memorandum of Lease is intended to be recorded in the Official Records of St. Lucie County, Florida, contemporaneously herewith.

D. Grantor desires to grant, and the Grantee desires to receive, a non-exclusive easement over, under and across the Easement Property for purposes of ingress, egress, parking, use of common roadway, storm water drainage, lighting, landscaping, irrigation and other systems, utilities, and facilities serving the Leased Premises.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains and assigns to Grantee, its assigns and successors in interest to the leasehold estate in and to the Leased Premises arising out of the Lease, and as an appurtenance thereto, the following easements, to have and to hold subject to the following terms, conditions and reservations:

1. A perpetual, nonexclusive easement (the “**Easement**”) for the purposes of pedestrian, bicycle, and vehicular (including equipment) ingress and egress, parking, use of common roadway, storm water drainage, lighting, landscaping, irrigation and other systems, utilities, and facilities serving the Leased Premises.

2. The Easement, as to the Easement Property, is granted to and accepted by Grantee in its “AS IS” condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee’s purposes whatsoever. Grantee shall be responsible for maintaining the Easement Property for all its permitted uses.

3. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Grantor, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the “**Grantor**

Entities”), from all liability, loss, cost, and expense, including attorneys’ and paralegals’ fees and court costs, which may be sustained by the Grantor Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the exercise of the rights granted herein by Grantee or its employees, agents, contractors, successors, and permitted assigns, unless solely caused by Grantor’s negligence, gross negligence or intentional misconduct; and Grantee agrees to defend at its sole cost and expense and at no cost and expense to the Grantor Entities any and all suits or action instituted against the Grantor Entities, for the imposition of such liability, loss, cost and expense.

Grantor agrees, subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Grantee, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the “**Grantee Entities**”), from all liability, loss, cost, and expense, including attorneys’ and paralegals’ fees and court costs at all trial and appellate levels, which may be sustained by the Grantee Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the acts or omissions of Grantor unless solely caused by the Grantee Entities’ negligence, gross negligence or intentional conduct; and Grantor agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to the Grantee Entities any and all suits or action instituted against the Grantee Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

4. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. The rights and obligations of Grantee under this Easement

may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion.

5. The Easement is intended to run with title to, and inure to the benefit of, the leasehold estate in and to the Leased Premises arising out of the Lease, and as an appurtenance thereof. The rights, agreements, duties, obligations and easements set forth in this Easement Agreement shall run with the land and shall be binding upon and benefit the Grantor and Grantee as herein specified and their assigns and successors in title to (i) the Easement Property and (ii) the leasehold estate in and to the Leased Premises arising out of the Lease, respectively. Any transferee of any portion of the Easement Property or the Leased Premises, as the case may be, shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Easement Agreement relating thereto to the extent of its interest in said property.

6. Grantor hereby covenants with Grantee that Grantor is lawfully seized and in possession of the Easement Property.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the date first above written.

THE DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE,
FLORIDA

Printed Name: Christa Luna
Address: 3209 Virginia Ave.
Fort Pierce, FL 34981

By: _____
Name: Timothy E. Moore
Title: Secretary

Printed Name: Suzanne Parsons
Address: 3209 Virginia Ave.
Fort Pierce, FL 34981

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of April, 2026, by Timothy E. Moore, as Secretary of THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, FLORIDA who is personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public
Name: Suzanne Parsons
Notary Public, State of Florida
My Commission expires 10/16/27

RIVER HAMMOCK HOLDINGS, LLC, a
Florida limited liability company

Printed Name: _____
Address: _____

By: _____
Name: Annabel Robertson
Title: Executive Director

Printed Name: _____
Address: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2026, by Annabel Robertson, as Executive Director of RIVER HAMMOCK HOLDINGS, LLC, and on behalf of RIVER HAMMOCK HOLDINGS, LLC, who is [] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public
Name: _____
Notary Public, State of Florida
My Commission expires _____

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A PARCEL OF LAND, LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET, THENCE DEPARTING SAID SOUTH LINE, NORTH 00°18'27" EAST, A DISTANCE OF 600.83 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 00°18'27" EAST, A DISTANCE OF 53.33 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET, THENCE NORTH 89°41'33" WEST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE NORTH 89°41'33" WEST, A DISTANCE OF 84.31 FEET; THENCE NORTH 00°03'11" WEST, A DISTANCE OF 59.63 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 40.32 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 86.15 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 36.67 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 86.36 FEET; THENCE SOUTH 89°39'57" EAST, A DISTANCE OF 513.05 FEET; THENCE NORTH 34°30'23" EAST, A DISTANCE OF 113.63 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVED NORTHEASTERLY. HAVING A RADIUS OF 195.62 FEET AND A CHORD BEARING NORTH 05°40'59" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 39°30'31", AN ARC DISTANCE OF 134.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°04'17" EAST, A DISTANCE OF 106.47 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89°51'43" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 32.08 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 14°04'17" WEST, A DISTANCE OF 114.20 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 164.48 FEET AND A CHORD BEARING SOUTH 37°55'37" EAST,

CONTINUE ON PAGE 2:

MICHAEL T. OWEN
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION #5556

SIGNATURE DATE


PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE _____	REV. _____	
SCALE N.T.S.	SHEET 1 OF 9		

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

DESCRIPTION (CONTINUED):

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 103°59'48", AN ARC DISTANCE OF 298.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°55'31" EAST, A DISTANCE OF 315.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 35TH STREET (A 74 FOOT-WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94500-2606); THENCE SOUTH 02°16'15" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 128.57 FEET TO A POINT BEING THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH LINE OF PARCEL 2, AS RECORDED IN OFFICIAL RECORDS BOOK 1036, PAGE 1728, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE OF PARCEL 2 AND THE WESTERLY EXTENSION THEREOF, NORTH 89°41'33" WEST, A DISTANCE OF 537.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,156.44 SQUARE FEET, OR 3.99± ACRES, MORE OR LESS.

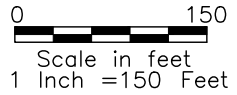
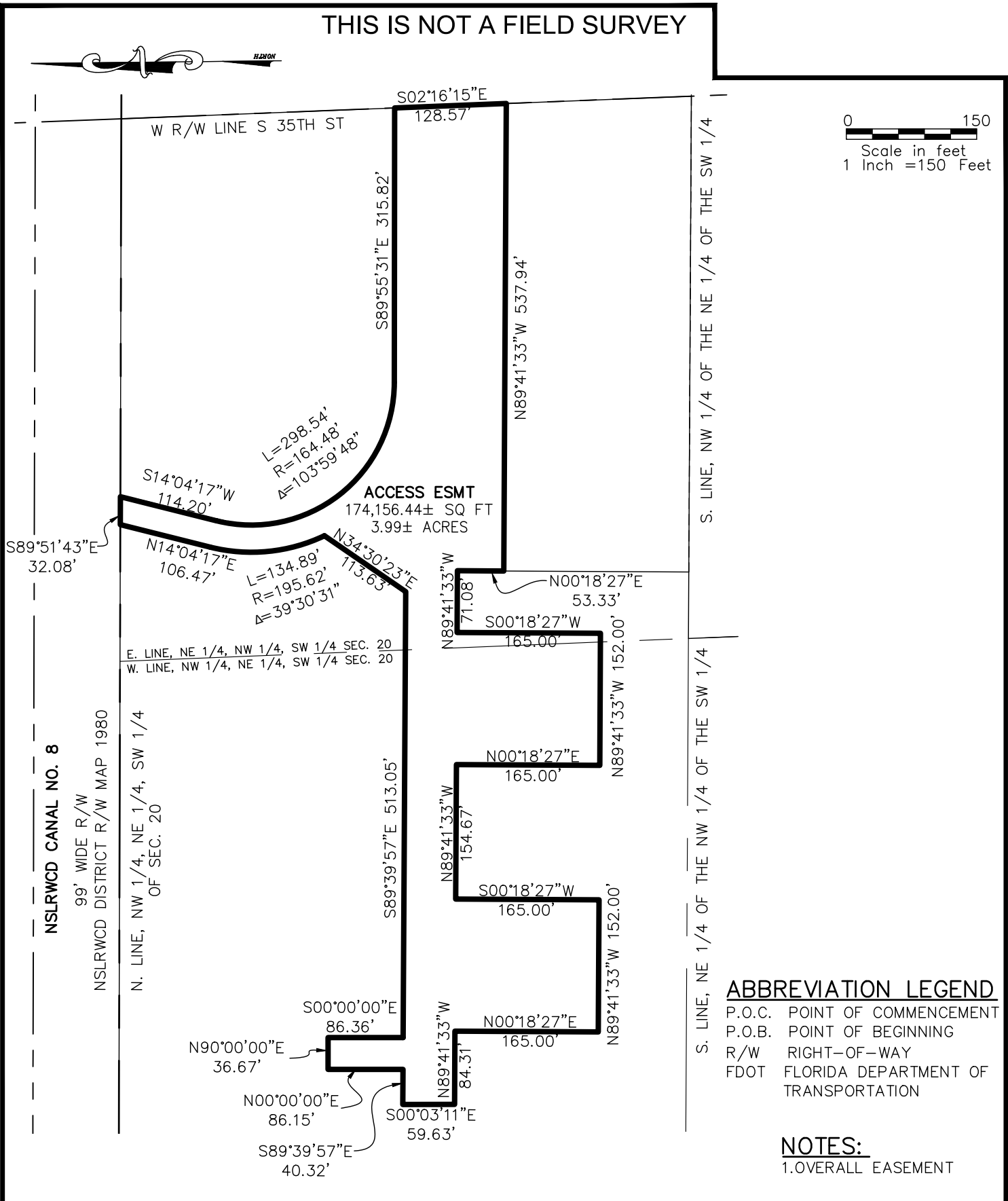
NOTE:

DESCRIPTION NOT VALID
WITHOUT SKETCH.

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE N.T.S.	SHEET 2 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	REV. DATE	
	SCALE 1" = 150'	REV.	
		SHEET 3 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY

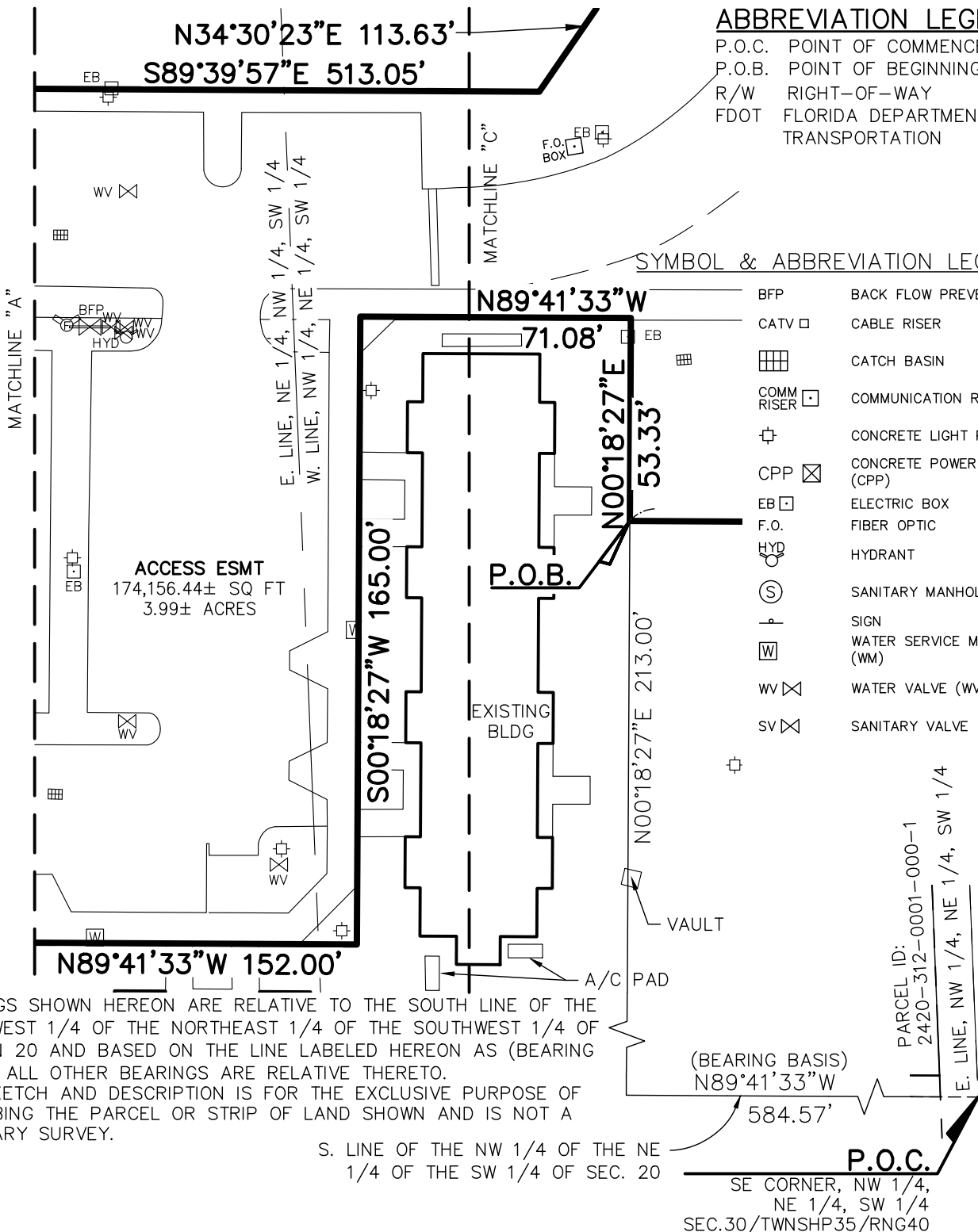
0 40
Scale in feet
1 Inch = 40 Feet

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

SYMBOL & ABBREVIATION LEGEND:

BFP BACK FLOW PREVENTER
CATV □ CABLE RISER
CATCH BASIN
COMM RISER □ COMMUNICATION RISER
CONCRETE LIGHT POST
CPP □ CONCRETE POWER POLE (CPP)
EB □ ELECTRIC BOX
F.O. FIBER OPTIC
HYD HYDRANT
S SANITARY MANHOLE
P SIGN
W WATER SERVICE METER (WM)
WV ⊗ WATER VALVE (WV)
SV ⊗ SANITARY VALVE



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
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S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

(BEARING BASIS)
N89°41'33"W

584.57'

P.O.C.

SE CORNER, NW 1/4,
NE 1/4, SW 1/4
SEC.30/TWNSHP35/RNG40

PARCEL ID:
2420-312-0001-000-1
E. LINE, NW 1/4, NE 1/4, SW 1/4

PROJECT
IRSC ACCESS EASEMENT
SECTION 20, TOWNSHIP 35S, RANGE 40E

JOB NO.
25-315

BY
CPS
DATE
2026.02.11

TITLE
SKETCH AND DESCRIPTION

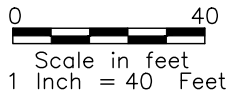
REV. DATE
SCALE
1" = 40'

REV.
SHEET
4 OF 9

HALEY WARD
ENGINEERING | ENVIRONMENTAL
SURVEYING | LAND PLANNING
INTERIOR DESIGN
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



S89°39'57"E 513.05'

ACCESS ESMT
174,156.44± SQ FT
3.99± ACRES

N89°41'33"W 154.67'

S00°18'27"W 165.00'

N00°18'27"E 165.00'

N89°41'33"W

N89°41'33"W

152.00'

152.00'

MATCHLINE "B"

MATCHLINE "A"

ASPHALT
PARKING

ASPHALT
PARKING

EXISTING
BLDG

EXISTING
BLDG

A/C PAD

VAULT

A/C PAD

COMCAST
RISER

NOTES:

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SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	⊥	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

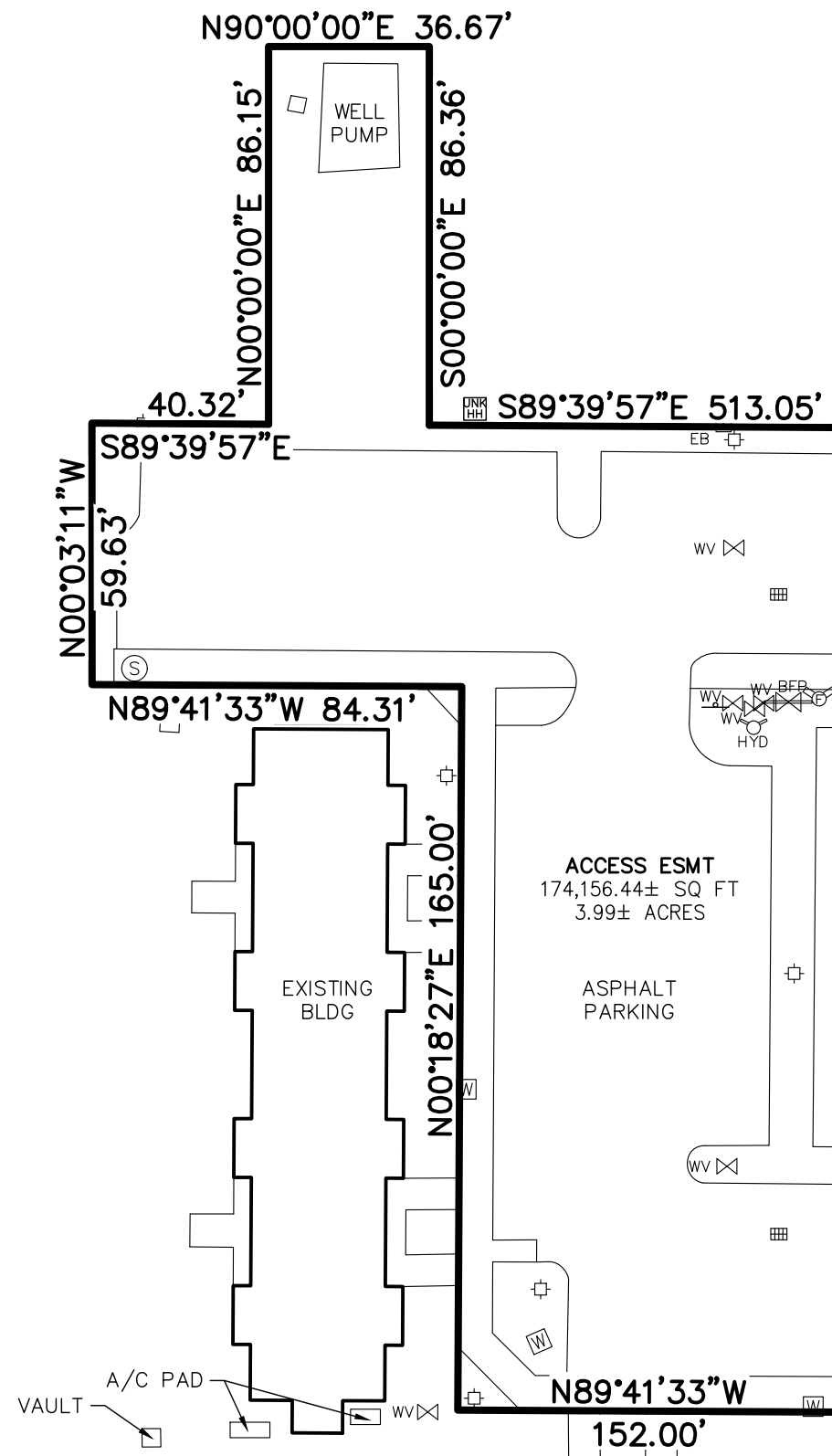
ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	SCALE 1" = 40'	SHEET 5 OF 9	

EXHIBIT "A"

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NOTES:

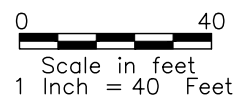
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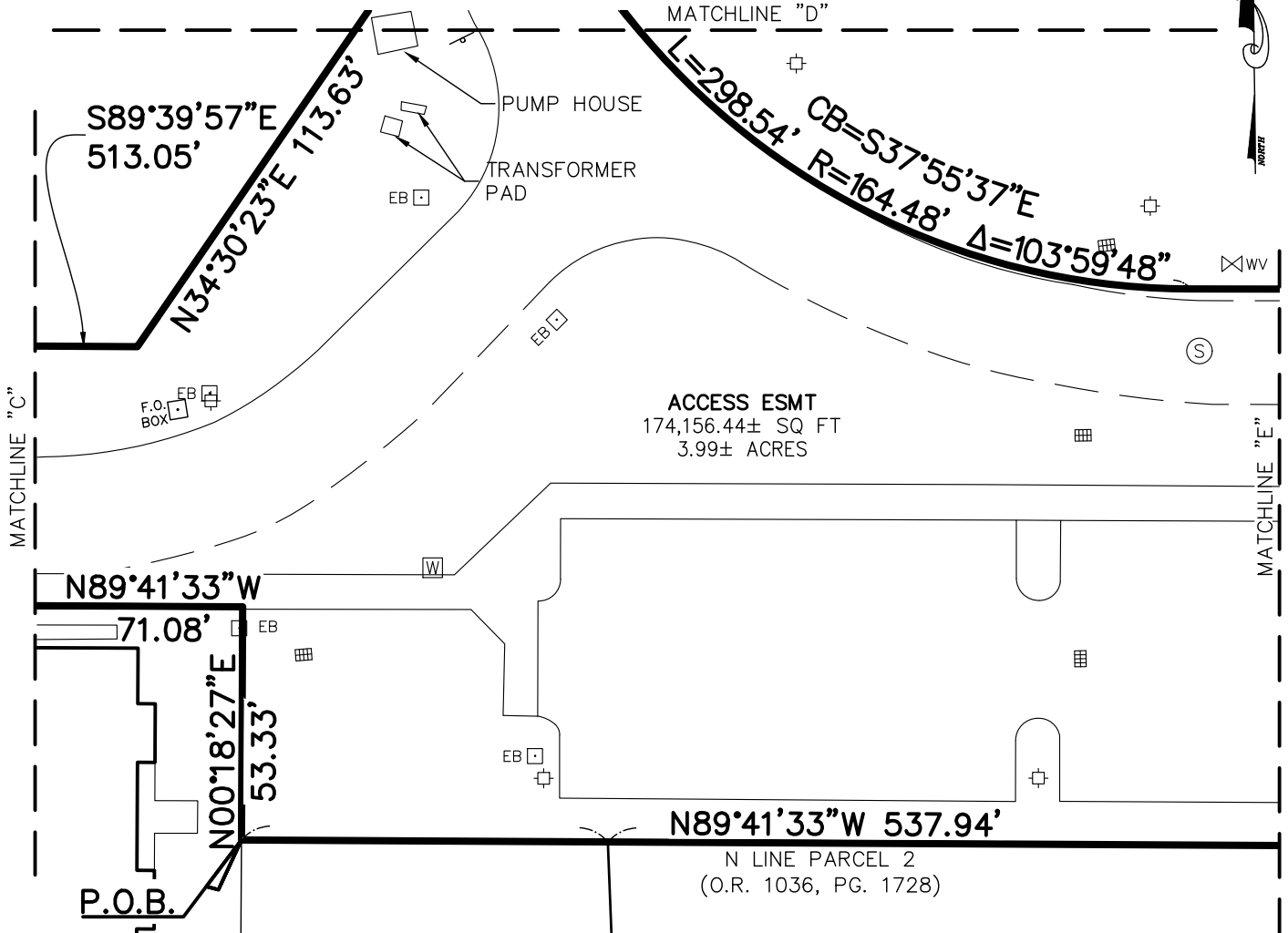
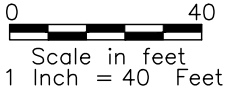
- BFP BACK FLOW PREVENTER
- CATV □ CABLE RISER
- ▤ CATCH BASIN
- COMM RISER □ COMMUNICATION RISER
- ⊕ CONCRETE LIGHT POST
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- EB □ ELECTRIC BOX
- F.O. FIBER OPTIC
- HYD HYDRANT
- ⊙ SANITARY MANHOLE
- SIGN
- W WATER SERVICE METER (WM)
- WV ⊗ WATER VALVE (WV)
- SV ⊗ SANITARY VALVE
- UNK HH UNKNOWN HANDHOLE



PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
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		SHEET 6 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



NOTES:

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 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

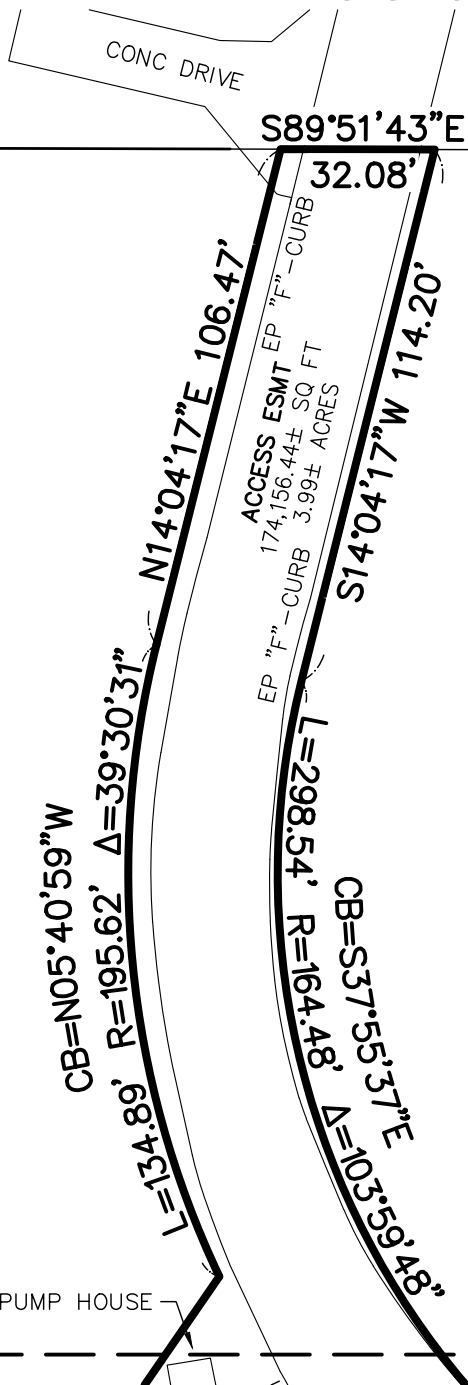
SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	(S)	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE

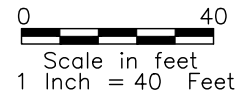
PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	<p>HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455</p>
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 7 OF 9	

EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



S R/W LINE
NSLRWCD CANAL NO. 8 DISTRICT R/W MAP 1980
N. LINE, NW 1/4, NE 1/4, SW 1/4 OF SEC. 20



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▣	CATCH BASIN	Ⓢ	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	⊥	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊠	CONCRETE POWER POLE (CPP)	WV ⊠	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊠	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

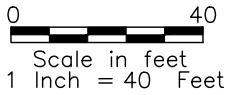
ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R/W RIGHT-OF-WAY
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 8 OF 9	

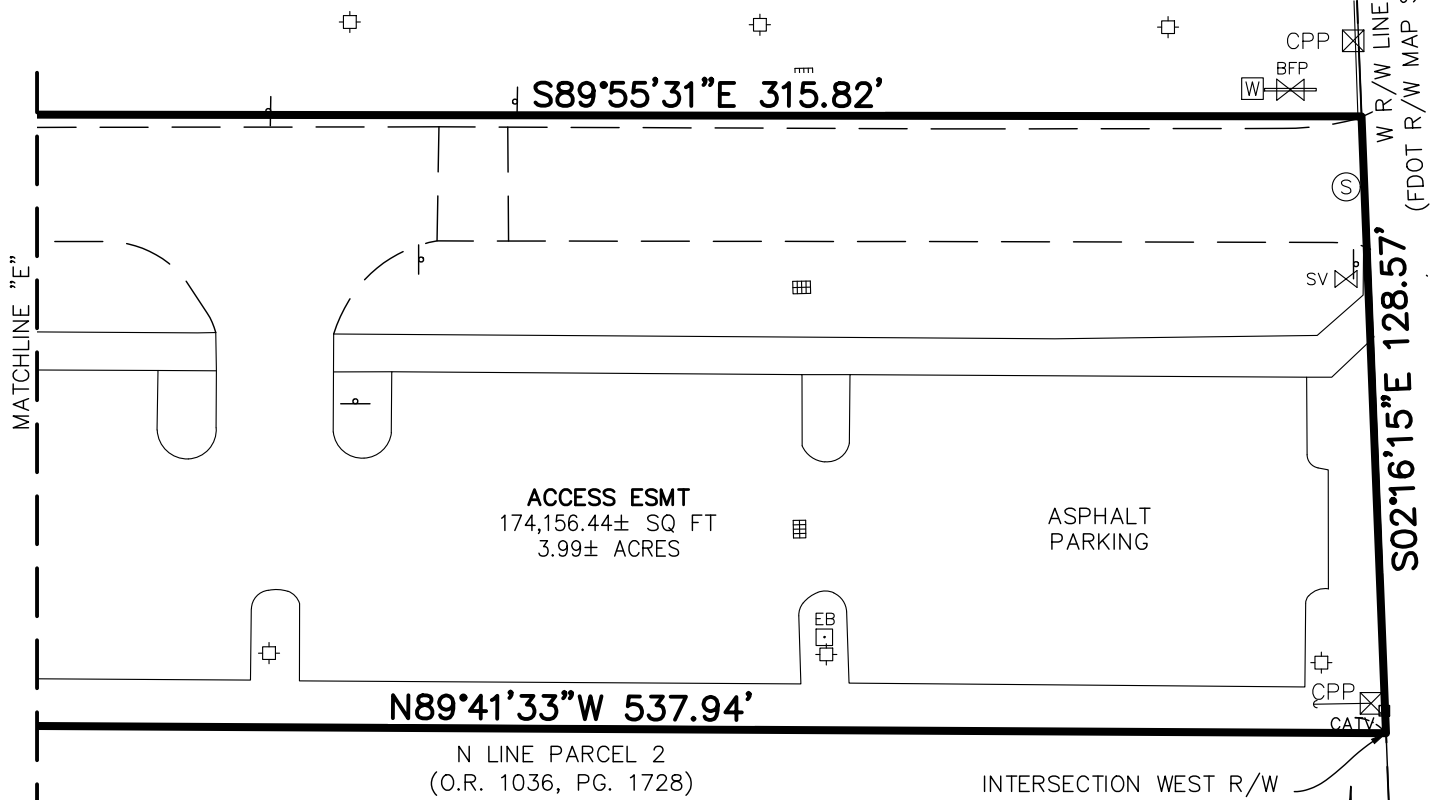
EXHIBIT "A"

THIS IS NOT A FIELD SURVEY



SYMBOL & ABBREVIATION LEGEND:

BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC
CATV □	CABLE RISER	HYD	HYDRANT
▢	CATCH BASIN	⊙	SANITARY MANHOLE
COMM RISER □	COMMUNICATION RISER	—	SIGN
⊕	CONCRETE LIGHT POST	W	WATER SERVICE METER (WM)
CPP ⊗	CONCRETE POWER POLE (CPP)	WV ⊗	WATER VALVE (WV)
EB □	ELECTRIC BOX	SV ⊗	SANITARY VALVE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
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ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION

PROJECT IRSC ACCESS EASEMENT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	<p>HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455</p>
		DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 9 OF 9	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST.LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20, AS SHOWN ON THE MAP OF SURVEY PREPARED BY WEATHERINGTON ENGINEERING/SURVEYING FIELD AND DRAWING NO. 90-3-9228-02-01, DATED 07/30/91, PROCEED NORTH 89°41'33" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 584.57 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE A DISTANCE 76.54 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE CONTINUE NORTH 89°41'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 524.29 FEET; THENCE NORTH 00°18'27" EAST LEAVING SAID SOUTH LINE, A DISTANCE OF 266.33 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 00°18'27" EAST, A DISTANCE OF 165.00 FEET; THENCE SOUTH 89°41'33" EAST, A DISTANCE OF 71.08 FEET; THENCE SOUTH 00°18'27" WEST, A DISTANCE 266.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 109,859 SQUARE FEET, MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID WITHOUT SKETCH.

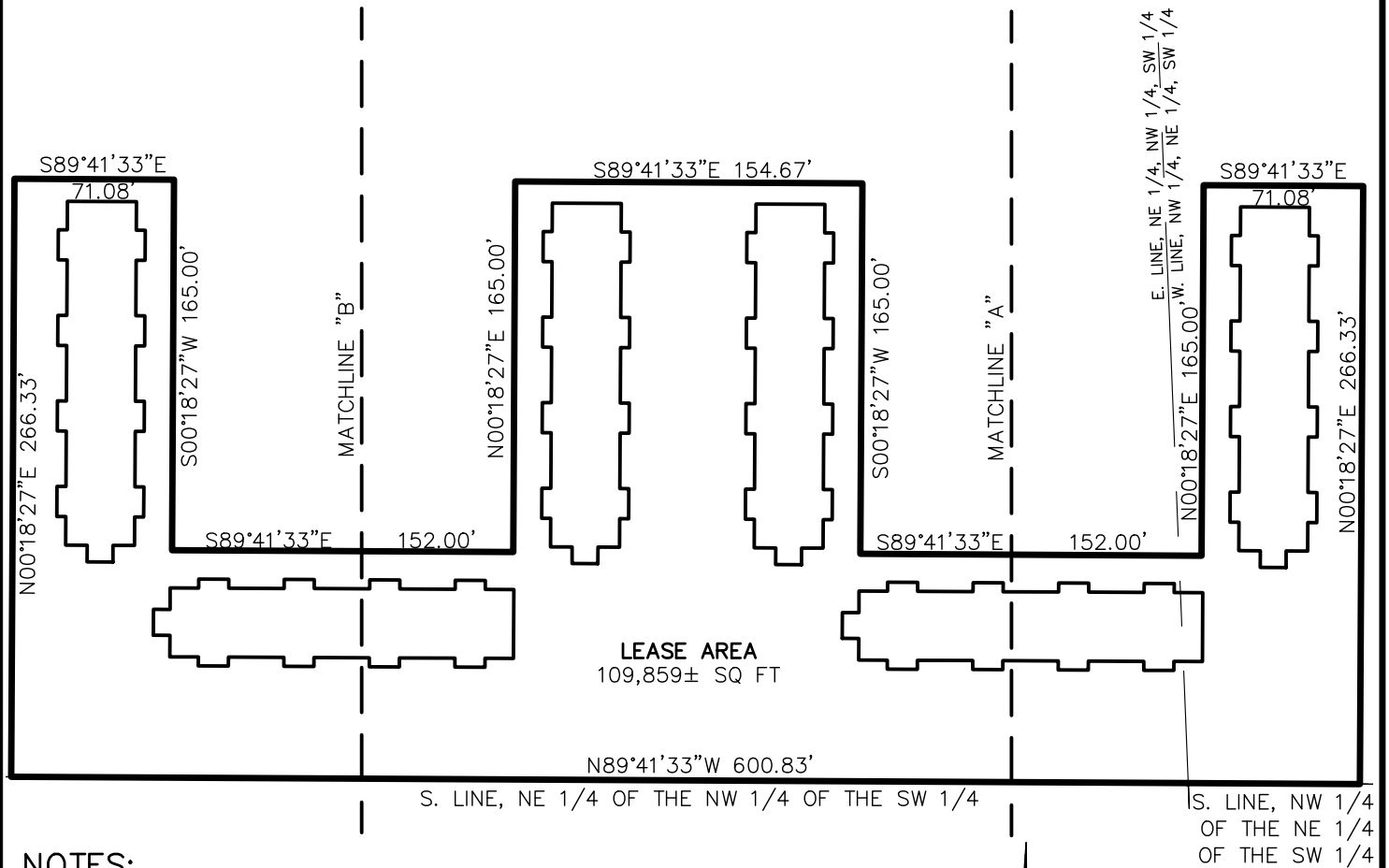
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
TITLE SKETCH AND DESCRIPTION	REV. DATE	DATE 2026.02.11	
	SCALE N.T.S.	REV.	
		SHEET 1 OF 5	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



NOTES:

1.OVERALL EASEMENT

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

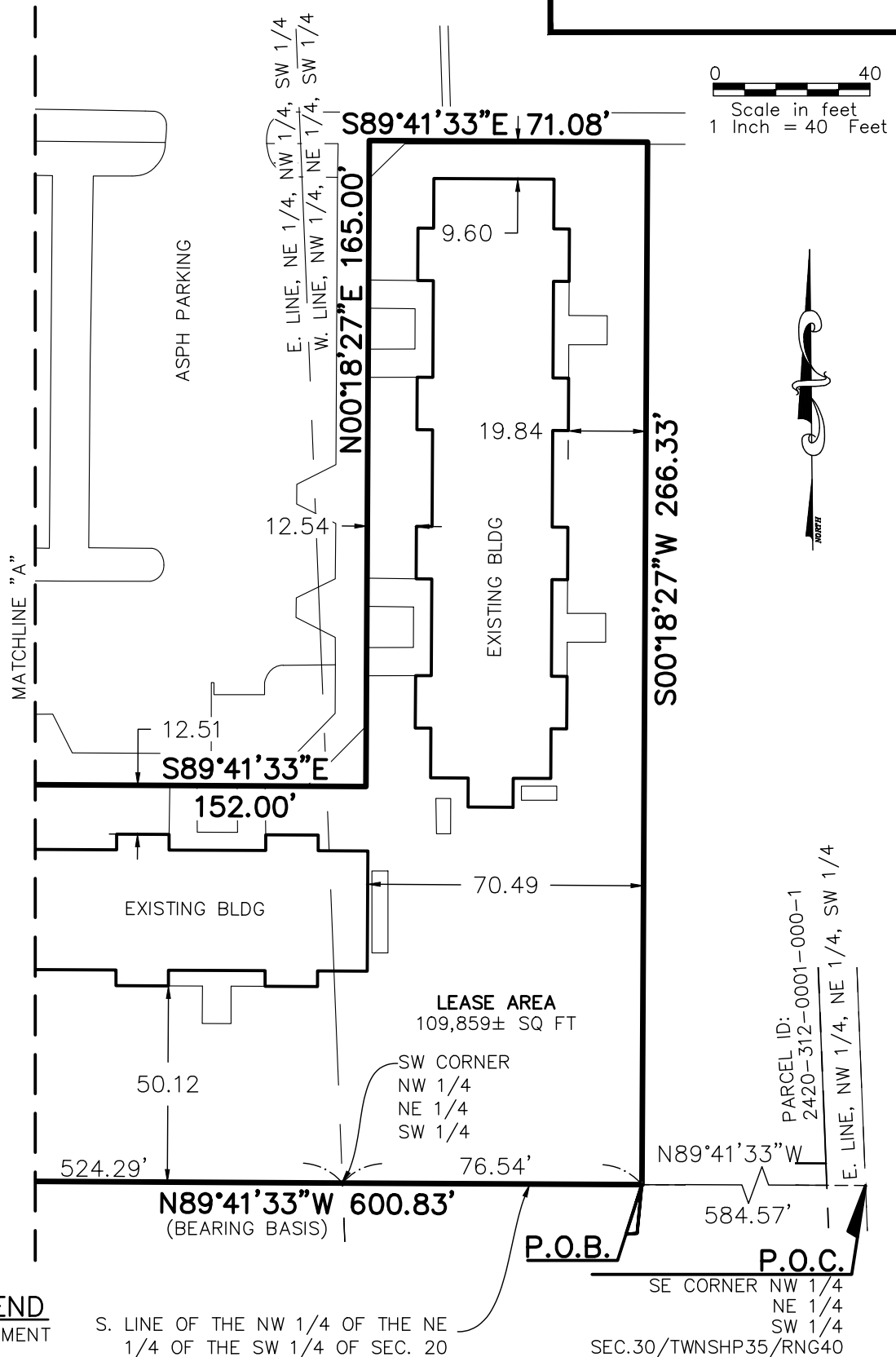


0 80
Scale in feet
1 Inch = 80 Feet

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	REV. DATE	DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	SCALE 1" = 80'	REV.	
		SHEET 2 OF 5	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



0 40
Scale in feet
1 Inch = 40 Feet



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING

S. LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 20

SE CORNER NW 1/4 NE 1/4 SW 1/4
SEC.30/TWNSHP35/RNG40

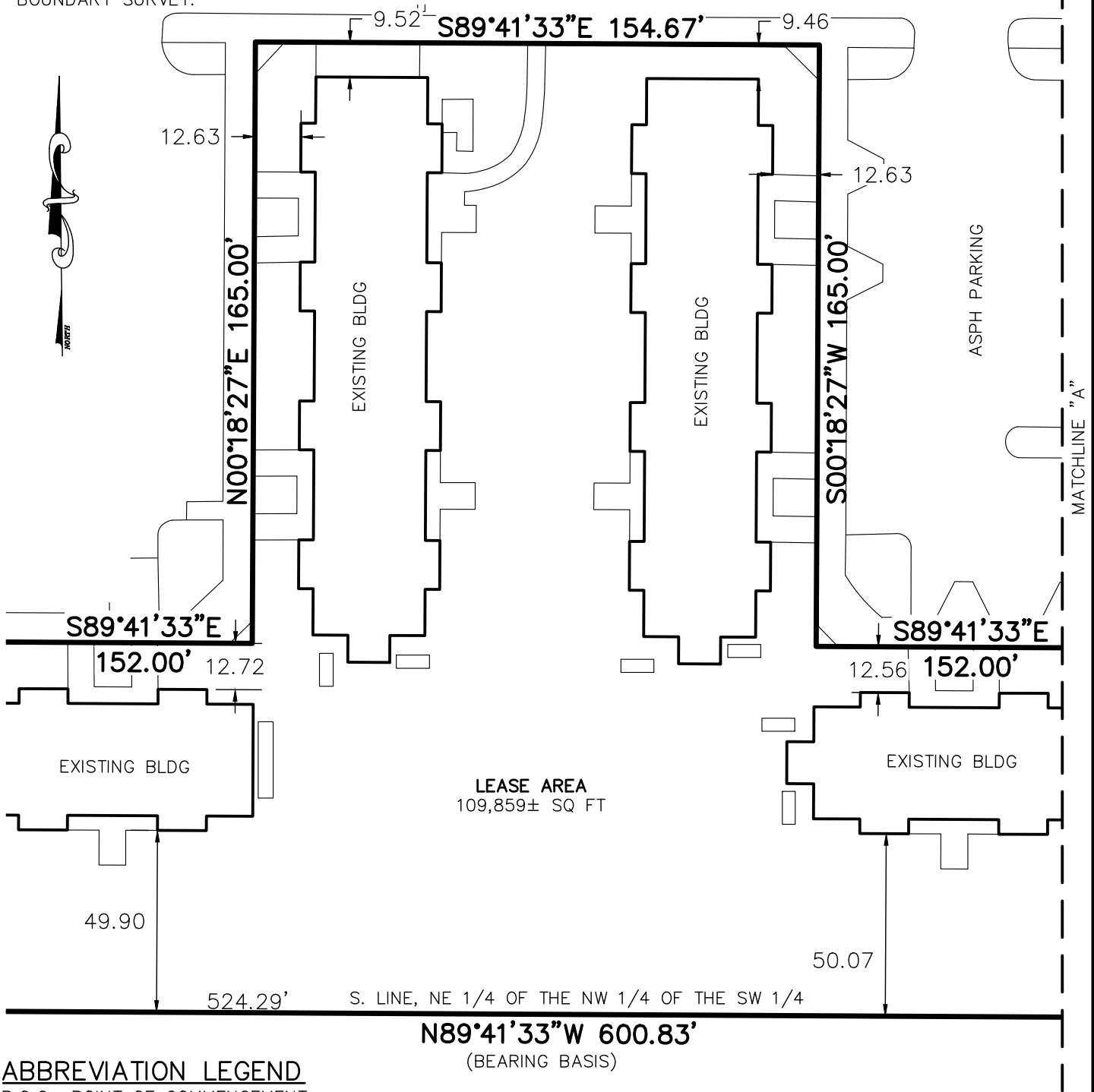
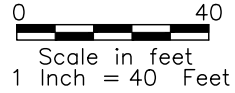
PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	DATE 2026.02.11	REV.	
TITLE SKETCH AND DESCRIPTION	REV. DATE	REV.	
	SCALE 1" = 40'	SHEET 3 OF 5	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY

NOTES:

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LEASE AREA
109,859± SQ FT

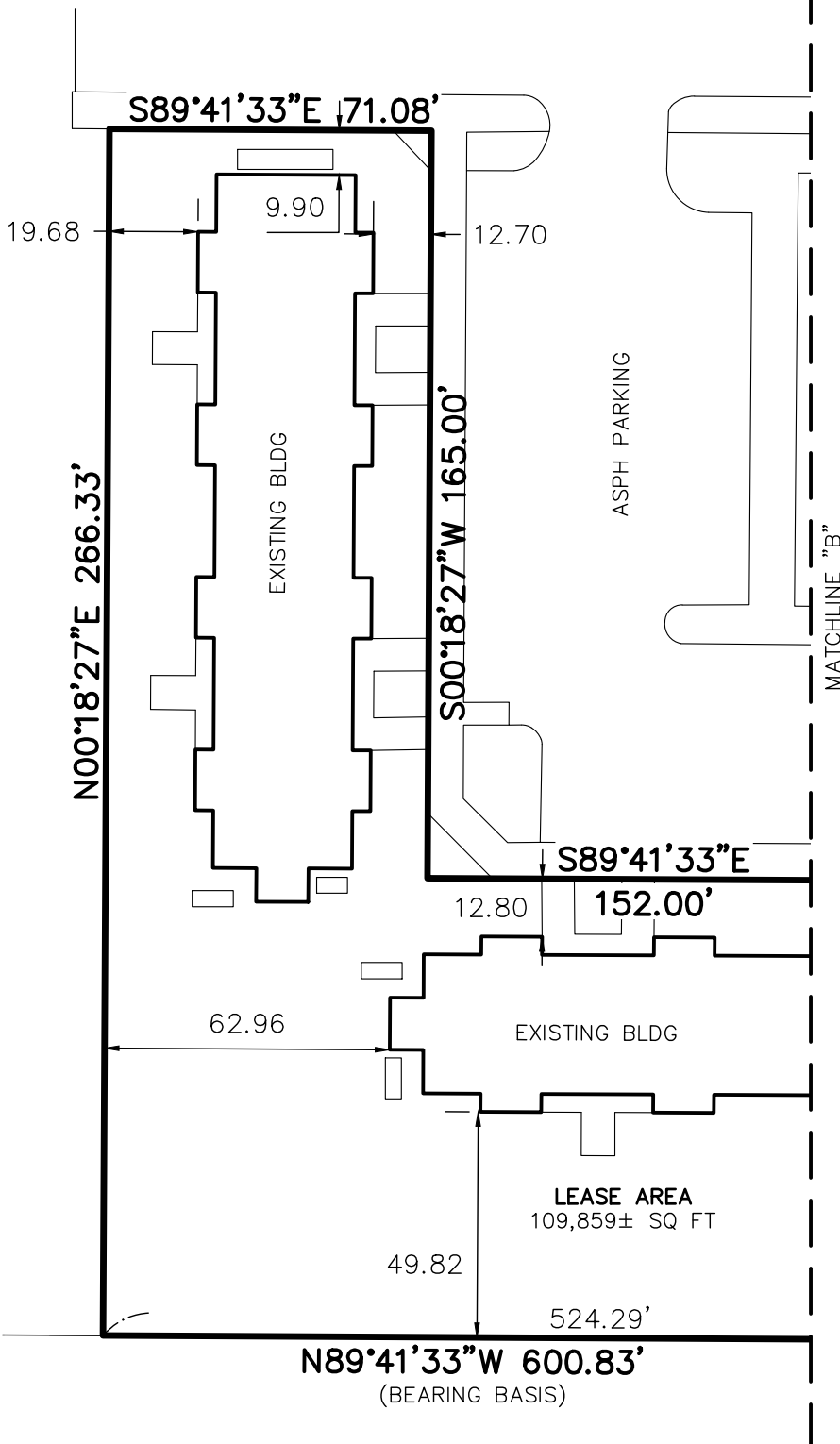
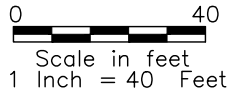
ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	TITLE SKETCH AND DESCRIPTION	DATE 2026.02.11	
	REV. DATE	SHEET	
	SCALE 1" = 40'	4 OF 5	

EXHIBIT "B"

THIS IS NOT A FIELD SURVEY



NOTES:

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ABBREVIATION LEGEND

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- P.O.B. POINT OF BEGINNING

PROJECT IRSC LEASE LIMIT SECTION 20, TOWNSHIP 35S, RANGE 40E	JOB NO. 25-315	BY CPS	HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING LAND PLANNING INTERIOR DESIGN 10250 Village Parkway, Suite 201 Port Saint Lucie, Florida 34987 772.462.2455
	REV. DATE	DATE 2026.02.11	
TITLE SKETCH AND DESCRIPTION	SCALE 1" = 40'	REV.	
		SHEET 5 OF 5	



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION**

TOPIC: Public Safety Updates & Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:
Chief Donald Bergmann will present an update on Public and current initiatives.

ALTERNATIVE(S): N/A

FOR CONTRACTS: N/A

PRESIDENT’S RECOMMENDATION: N/A

SUBMITTED BY: Donald Bergmann

DATE: 4/2/26

BOARD ACTION: None required

DATE: 4/28/26

Presented by Chief Donald Bergmann

PUBLIC SAFETY UPDATES & INITIATIVES



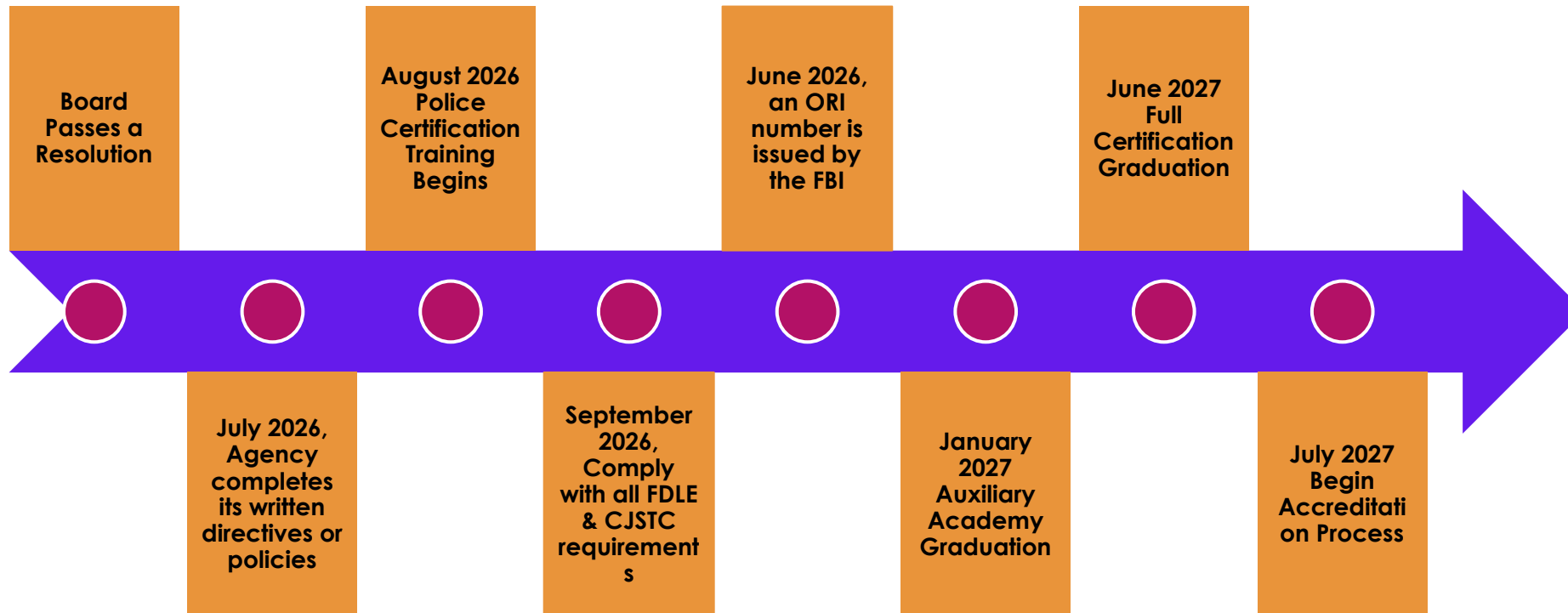
Indian River
State College



Updates & Initiatives

- ▶ Where are we now
- ▶ What are we working on
- ▶ What's to come

Creating a New Criminal Justice Agency



FDLE Criteria Requirements

- ▶ clear organizational structure
- ▶ written policies and procedures
- ▶ Meet minimum standards
- ▶ Demonstrate financial stability and operational capacity
- ▶ Submit a declaration of the department's legal authority
- ▶ Voluntary accreditation

CS/CS/HB 757 School Safety

Provide an Anonymous Reporting Method

Promote FortifyFL, the state's mobile suspicious activity reporting tool

Confidential Record Sharing Authority

FCS institutions expressly listed as entities authorized to share students experiencing or at risk of emotional disturbance or mental illness

Active Assailant Response Plans

Adopt an Active Assailant Response Plan, certify that all faculty, staff & students have completed active assailant preparedness training

Family Reunification Plans

Adopt a family reunification plan to reunite students and employees with families if the institution is unexpectedly evacuated or closed

Student Mental Health

Institutions must train faculty to detect and respond to mental health issues and connect students with appropriate services

Establish Threat Management Teams

Establish Teams using the statewide behavioral threat management operational process

Annual Security Risk Assessments

Annually conduct a security risk assessment at each campus using the Florida Safe Schools Assessment Tool

Victim Support Policies

Each institution must adopt policies to support students, faculty, and staff who are victims of violence, attempted acts, or credible threats

In Summary

- ▶ Next Update
- ▶ Where will we be
- ▶ In Summary

Chief Donald Bergmann

QUESTIONS COMMENTS



Indian River
State College





TOPIC: Facilities Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 _____ INFORMATION
 _____ DISCUSSION

SUMMARY:

Report on the Facilities Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Brant Schirard

DATE: 4/28/26

BOARD ACTION:

DATE: 4/28/26



TOPIC: Finance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Report on the Finance Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Tony George

DATE: 4/28/26

BOARD ACTION:

DATE: 4/28/26



TOPIC: Academic Affairs & Charter Schools Governance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Report on the Academic Affairs & Charter Schools Governance Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Milo Thornton

DATE: 4/3/26

BOARD ACTION:

DATE: 4/28/26



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Governance & Legislative Affairs Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: **ACTION/VOTE**
 INFORMATION
 DISCUSSION

SUMMARY:

Report on the Governance & Legislative Affairs Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Melissa Kindell

DATE: 4/28/26

BOARD ACTION:

DATE: 4/28/26



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUBMITTED BY: Dr. Tim Moore

DATE: 4/28/26

BOARD ACTION:

DATE: 4/28/26

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC: Accounts Receivable Write-Offs

REGULAR AGENDA OR COMMITTEE: Consent Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Requesting approval to write off uncollectible accounts receivable in the amount of \$1,180,183.51. In accordance with our policies, proposed write-offs are at least 2 years old (FY23-24 or prior).

Exceptions to the 2-year write-off policy include court-approved bankruptcy discharges or the death of a student, which may apply to a more recent fiscal year. Although these amounts are written off in the College’s financial records, students remain on hold status until the obligation is paid in full, except for cases of bankruptcy discharge. Students must pay the outstanding balance before they can register for future classes or receive a diploma.

The facility rental agreement write-off is in accordance with the Property Transfer and Rent Forgiveness Agreement reached between Indian River State College and the tenant in November, 2025.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

FISCAL IMPACT:

The total write-off for student accounts is 2.89% of the total related revenues.

FY 23-24 Write-Off Total (Student):	\$1,090,082.26
Total Related Revenue:	\$37,746,840.52

The total write-off for facility rental accounts is 23.15% of the total related revenues.

Facility Rental Write-Off Total:	\$90,000.00
Total Related Revenue:	\$388,791.45

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Edith Pacacha, Vice President / CFO

DATE: 4/2/26

BOARD ACTION:

DATE: 4/28/26

**INDIAN RIVER STATE COLLEGE
SUMMARY BY TYPE OF ACCOUNT TO BE WRITTEN OFF
AT 2026 DBOT MEETING**

Type of Account	Fund 1	Fund 3	Non-Student Other - Fund 1
Tuition	989,566.81		
Books		23,963.12	
Financial Aid Overpayments	40,081.83		
Short Term Loans	0.00		
Returned Payments and Service Fee	29,423.93	185.12	
Other	6,861.45		
Payroll Overpayment			101.25
Facility Rental			90,000.00
Totals by Fund	<u>1,065,934.02</u>	<u>24,148.24</u>	<u>90,101.25</u>
Total Requested A/R Write-offs	<u>1,180,183.51</u>		

Proposed Write-offs	
Student Name	Amount Due
Abbondandolo, Caitlyn Danielle	381.30
Abdurraqeeb, Dhaakirah Majeedah	482.98
Abel, Ariel	2,908.43
Abel, Matthew Scott	652.98
Abendroth, Carl John	1,201.47
Abraham, Jason Alexander	712.00
Abreu, Luis	311.49
Acosta, Adalberto	1,633.62
Acosta, Daniel Andres	202.98
Adams, Willdarion D.	311.49
Addo, Caden Raymond	1,091.40
Admette, Betty	771.25
Aguilar, Deisi	682.98
Aguilar, Drina Danae	403.39
Ahmed, Jorge Giovanni	341.49
Alain, Max-Phynor	3,433.41
Alderman, Chad Erik	341.49
Alejandro, Ariana M	170.24
Alexander, Destiny Unique	2,342.94
Alexis, Annive	3,798.39
Alfers, Russell D	4,685.88
Alfonso, Zaniya	935.73
Allen, Emmanuel Yohance	652.98
Allen, Fabian Kyle Anthony	615.96
Allen, Joseph James	362.29
Allen, Omar Jaheim	783.97
Alli, Taseia	1,348.96
Alqadi, Hassan Youssef	1,281.13
Alteme, Loviya	950.64
Alteme, Sherline Romelda	24.01
Altidor, Gidashley L	1,264.90
Alvarado, Adleene Marie	762.60
Alvarez, Nikolas Joseph	994.47
Alvarez, Samantha Louise	2,559.10
Alvira, Krystal Teresita	682.98
Amador, Raymond	401.49
Amante, Grace Nandanie	682.98
Anderson, Tony B	452.00
Anderson-Solomon, Brianna	455.32
Andrade, Steven	1,636.25
Andrews, Taraya	1,171.47
Antoine, Max Edouard	1,661.28
Antoine, Tabita Sarafina	1,118.16
Aponte, Viktoriya Nichole	1,305.96
Appell, Jessica Susan	650.65
Arabe, Erdel Dulay	813.29
Arce - Simental, Estefania	158.79
Armano, Remi Christiane	217.19
Arneaud, Analicia Gabriella	706.17
Ashworth, Savannah Jane	20.00
Athill, Aiyana A	138.83
Auguste, Estefica	3,604.41
Avelar, Brianna Ailene	652.98
Avitabile, Anastasia Skye Elizabeth	103.83
Ayers, Lily Sailor	455.32
Ayvaz, Hannelore	652.98
Bagley, Briniya Ajaezia	4,724.88
Bagley, Jasmine	433.59
Bailey, Troy Jason	60.00
Baker, Kayla Shyanne	311.49
Baker, Kerryann Nicole	1,025.31
Banks, Jasmine Makaylah	476.10
Banks, Joseph Benjamin	311.49
Barnes, Haleigh Nicole	311.49
Barron, Alexicia	341.49
Bartels, Meredith Margaret	543.40
Bartley, Nashkia Kewanie	1,575.72
Base, Antonio	636.55
Basford, Delaney M	393.00
Baskin, Lamone J	3,574.41
Baskin, Marquis Lamar	4,745.88
Basso, Shelby Taylor	311.49
Battle, Ky-Asia A	876.10
Baul, Chantavia Shania	1,727.55
Beauge, Pierre	543.40
Beauliere, Andrelie	217.00
Becerra, Angel	4,540.21
Belizaire, Kerry Edner	2,342.94
Bellefeuille, Lacey Mae	544.15
Benedetti, Raymond Joseph	5,121.37
Benevides, Amy	222.31
Benjamin, Javier James	241.49
Benjamin, Paul G	766.81

Benlice, Justin M	4,765.88
Bentley, Morgan S	2,137.00
Berlin, Joseph Jack	1,064.28
Bermudez Guzman, Stephanie	382.98
Bernal, Vicente Blaze	3,544.41
Berrios, Brittany	1,138.30
Berry, Michelle Kayla	634.47
Berryman, Amia S	298.80
Berryman, Trevor Joseph	682.98
Bethel, Celita D	200.00
Bethelmie, McKya Beyonce	692.26
Biros, Matthew John	622.98
Bishop, Babette	402.00
Bisulca, Alexandra Rose	796.81
Blackshear, Ladevon Dale	682.98
Blackwood, Datwan Dmitry	341.49
Blades, Damian	427.36
Blair, Britney Jasmine	1,365.96
Blanco, Yeritza Julieth	1,273.18
Blandon, Bryan Eli	664.98
Blanson, Samyrah Teraizehana	311.49
Bogacz, Jillian	195.74
Bogle-Stanislav, Camron Case	341.49
Bogner, Kristina M	455.32
Bolding, Brandy Michelle	771.81
Bonhomme, Dadlusa Sider	682.98
Borowick, Nicholas Alexander	341.49
Bortz, Julian	60.00
Boston, Leonard Ray	311.49
Bowenn, Griffin Gabriel	566.33
Boyer, Joseph Alexander	3,974.90
Boyer, Tiffany Jane	407.79
Braccio, Camille Shawna	682.98
Bradley, Devin Jerard	1,321.16
Bradley, Keria Lashay	1,273.18
Braessler, Brittany Nichole	887.55
Bravo, Erick Matthew	3,604.41
Bravo, Jorge Jovanni	513.34
Bravo, Thato	1,101.47
Breedlove, Lillian Sierra	2,808.43
Brend, Alexis Cecilia	311.49
Brennan, Michael Russell	212.25
Brewer, Nova-Lee	341.49
Brizuela, Michelle	510.70
Brogan, Breana Aubri	267.73
Brogan, Joseph Patrick	387.99
Bromley, Keyara Lashay	321.33
Brookes, Alexis Valencia	925.23
Brooks, Myron Tywon	485.32
Broomall, Kaiden Micheal	1,636.25
Brown, Letecia	593.62
Brown, Louis	1,201.47
Brown, Savannah Rose	682.98
Bruce, Johnathan A	1,325.96
Brumley, Jessica Marie	547.29
Brutus, Roodvensky	867.70
Bryan, Collin Sherman	1,138.30
Buck, Andrew K	311.49
Buckins, Tyreek Tremaine	1,612.12
Burgos, Briana	175.96
Burnette, Andrew	341.49
Burns, Broc Lewis	4,685.88
Butler, Rachel Anne	341.49
Byers, Harmony Grace	736.81
Cabrera Reyes, Maria D	341.49
Cacoilo, Jordan M.	208.80
Cameron, Nicholas Logan	130.58
Campbell, Tatyanna Lamae	553.94
Candarini, Joseph Andrew	247.47
Cannestra, Emma Rose	1,591.96
Carbonara, Connor	1,201.47
Cardona, Maria Elizabeth	362.60
Carlson-Williams, Genesis Anne	1,479.79
Caroglanian, Jack Ryan	584.47
Carranza, Patricia	1,296.00
Carrillo, Luis	86.13
Carrillo-Lopez, Jocelyn	148.83
Carrroll, Kelsey Ann	30.00
Carter, Crystal Jean	49.22
Carvajal, Brianna Elaine	198.22
Casseus, Pierre Donald	597.61
Castellanos, Jenessa Renee	1,265.96
Castellanos, Jesus	4,585.54
Castillo, Dylan	682.98
Castro, Angel	569.15
Castro, Ever	1,596.25
Castro, Jasmine Elena	455.32
Castro, Marlen	92.78
Caudill, Cheyanne Lekay	546.38
Cave, Serge Jalen	20.00
Celleri, Miguel Alejandro	914.76
Cely Lugo, Leidy Lorena	282.60
Cemervil, Guivens	1,133.90
Cerron, Whitney Tama	1,165.96
Chachoute, Ashney Yana	222.98
Chandler, Janari Arzavion	256.12
Chapman, Nicole Elizabeth	341.49
Chappelear, Erin Elizabeth	762.60
Charlemagne, Cassandra Patrice	682.98
Charles, Chard Henry	994.47
Charles, Roolchild Adien	828.45
Charles, Santeria Danay	929.81
Chavarria, Jacqueline Marie	366.49
Chery, Jean Russe	920.85
Chestnut, Kai'Ree Shemari	697.62
Cirone, Alana Rae	460.32
Clairevoyant, Lucinda	490.32

Clark, Zamarion	2,043.10
Clarke, Grace	831.81
Clarke, Mikel	516.45
Clarke, Shatrick	4,775.88
Cleveland, Tyler Mark	1,305.96
Clerveaux, Divinson	1,661.28
Cobb, Diamond Dajon	1,024.47
Coffman, Kerri Marcella	341.49
Collins, Catherine	380.16
Collins, Dakota Nichole	865.25
Collins, Gavin James	311.49
Collins, Lindsie Alexandra	1,201.47
Colmenares Pernia, Daniel Alejandro	4,705.88
Colon Class, Edymar Coralys	679.61
Colon, Aiden Miles	3,602.94
Colon, Jasmine Marie	1,317.96
Colon-Parocua, Virginia Michelle	381.30
Comete, Ronald	622.98
Connell Urdaneta, Maria Elena	217.00
Conroy, Marina Michelle	341.49
Coombs, Davion Alexander	442.98
Cooper, Jayden L	246.47
Corde, Jamari Lekeives	311.49
Corona, Cynthia	788.65
Correia, Bethany Lynn	425.50
Cossetti, Mariana	1,355.96
Coughlin, Sunshine Joanne	225.77
Cousins, Rylie Nelson	1,024.47
Cox, Britney R	682.98
Cox, Shayna Raquel	592.80
Crain, Redina Lee	762.60
Creel, Marland Cody	617.86
Crespo, Enrique Miguel	1,121.45
Cruz, Jacqueline	301.68
Cruz, Leslie K	1,230.32
Cullen, Brian	1,015.20
Cundiff, Shelia	341.49
Curtis, Cletonia Deshanac	1,422.94
Cushnie, Cayla	652.98
Damas, Irlene	622.98
Dampier, Jasmine	907.75
Daniels, Charisma	120.00
Daniels, Christian Hans	470.35
Davis, Altesha Rashay	341.49
Davis, Micah Calvin	716.10
Davis, Miles Richard	682.98
Davis, Myles Lewis	934.47
Davis, Nathaniel Ray	139.47
Davis-Allen, Nakiyah	1,382.00
De La Cruz, Kitiara Marie	341.49
De La Rosa, Jacqueline	30.00
De Sosa, Carlos Cardet	142.27
Dean, Ashley Renee	2,881.76
Deangelis, Matthew	1,024.47
Delarosa, Alicia Marie	1,058.62
Delgado Madruga, Yilay	682.98
Delly, Wineflaure Fernandez	726.81
DeLuca, Madison Lynn	1,449.79
DeLuca, McKenna Rose	1,365.96
Delva, Christopher	1,171.47
Delvalle, Francine	954.00
DeMore, Jaron Gavin	967.79
Demosthenes, Jay	1,101.96
Dempsey, Tori	311.49
Deneau, Nicholai Alix	60.00
Dent, Brandon Dent Lee	652.98
Deoncely, Ashlee	1,163.95
Desina, Jeremiah Lemoi	978.03
Dewitt, Kiara Ameerah	24.47
Di Piero, Dominic Joseph	223.88
Diaz, Catarina	45.00
Diaz, Minnette	238.36
Didonato, Ryan	396.98
Dimaggio, Massimo Alberto	264.81
Dixon, Latrice Marie	523.70
Dobrowolski, Dariusz Krzysztof	1,305.96
Dodd, Cameron Jamarie	994.47
Doland, Ruth	291.49
Dolfin-Johnson, Skyler Austen	1,245.96
Dominguez, Arlette	362.13
Dominguez, Danna Michelle	884.47
Dominguez, Orlando Joshua	3,155.88
Dorado, Amy	884.12
Dorcena, Anne Mirline	2,053.43
Dorcin, Marc-kenson Maleck	311.49
Dormeus, Milcah Chantale	341.49
Dorsey, Dante Thomas	200.00
Dove, Donn LeRoy	765.00
Dreyer, Molly Bernadette	30.00
Dubreus, Esdras	543.00
Duroseau, Fernellee M	1,479.96
Durozel, Nathalie	543.40
Durst, Emily Ann	311.48
Duzong, Tequana Rashida Kadeja	4,771.47
Easley, Anthony R	1,226.00
Ebbs, Brenden Hunter	311.49
Echevarria, Ediel	1,230.00
Eddinger, Hannah Diann	4,115.88
Edwards, Chamyia Kalise	383.19
Edwards, Terrell Jayden	1,201.47
Elder, Sheila A	341.49
Eliassaint, Azer	1,143.90
Eliassaint-Estime, Je'vaughn Carson	331.49
Ellis, Gabrielle Nicole	116.43
Engel, Louis Philip	814.02
Epps, Kynjuana Jerri	318.90
Errasti, Sara Mia	401.49

Espinoza, Maria Teresa	852.62
Estrada, Lucas Matthew	1,264.90
Etienne, Meetsshell Kindersly	455.32
Evans, Elexus Marie	809.35
Evans, Keith J	462.00
Evans, Melissa Helen	348.32
Eveillard, Lude	327.68
Evers, Justin Daniel	1,245.96
Faniel, Sana Sierre	150.60
Farmer, Wayne Tahjae	1,430.15
Farro, Shannequa Brianna	1,133.79
Farruggio, Anthony Alexander	446.49
Felipe, Andres Alvaro	3,514.41
Fenelon, Djovensji	3,544.41
Fenn, Kyesene Lashaun	4,762.78
Fennell, Latavia Ruby	311.49
Ferguson, Persia Ciani	341.49
Ferguson, Shanelle Jasmyrn	622.98
Fernandez, David Joseph	455.32
Fernandez, Jorge Odell	934.47
Ferrano, Susanne C	761.47
Ferrari, Joseph Angelo	40.00
Ferrera, Anthony	555.67
Fields, Antonio D	1,171.47
Filemond, Jean	132.98
Filemond, Louwens Fredo	4,685.88
Fils-Aime, James	1,305.96
Filsaime, Kerny Irwin	75.00
Flannery, Elizabeth Nichole	682.98
Fleet, Star R	813.61
Flores, Andrew David	60.00
Flores, Jason	792.91
Flores, Walthon	3,949.90
Folbrecht, Jonathan Hart	151.49
Forbes, Ashlee-Jade	248.00
Ford, Bryce Allen	1,322.86
Forestal, Frantz	127.98
Foster, Jennifer Anne	725.64
Foster, Jessica Lynn	538.40
Francois, Fitzgerald	2,257.80
Frank, Kylie Lynn	3,850.13
Franklin, Breanna Teresa	731.78
Franklin, Riley Devin	959.47
Freeman, Jesthony L	1,132.90
Furtal, Vipin Maurice	2,342.94
Fuse, Latarsha Ann	1,095.37
Gadoury, Mikayla	1,235.94
Galasso, Erik	72.98
Gallagher, Ashley M	432.98
Gallaher, Ryan Joseph	281.60
Games, Bethanny Taylor	4,685.88
Games, Carolyn	651.96
Gamez, Humberto	1,606.96
Gaona, John	1,520.56
Garcia, Alma Leticia	702.19
Garcia, Graciela	422.98
Garcia, Heather Ray	682.98
Garcia, Kayla	336.30
Garcia, Maryuri	272.98
Garcia, Nicholas I	1,298.92
Garcia, Noah Raoul	410.01
Garcia, Yoana	1,113.30
Garcia-Espinoza, Angelica	2,349.25
Garo, Ethan Ivan	547.98
Gates, Taylor	130.00
Gavrilovic, Jana Lida	1,246.02
Gedeon, Deandre	787.86
Gent, Zion Letrecia	362.88
Gerve, Yolande	455.32
Gestewitz, Shelby Kay	99.47
Gilbert, Chloe Parker	1,440.84
Gilechrist, Regena	311.49
Ginsberg, Kristopher William	1,083.30
Giordano, Toniann Ann	5,146.37
Giraldo, Daniel	682.98
Glover, Nia N	191.49
Goddard, Braeden	600.00
Goddard, Parker Dawson Thomas	4,685.88
Godwin, Courtney Carlena	311.49
Godwin, Nevaeh Raniya	2,335.00
Gogoy, Colton J	120.00
Gomez, Maria Keren	30.00
Gonzales, Alicia Adelina	232.90
Gonzales, Taylor Alexis	1,601.96
Gonzalez, Andro Jesus	1,345.96
Gonzalez, Joseph A	1,424.79
Gonzalez, Rossy Francheska	341.49
Goodhand, Makayla D	539.14
Gordon, Ashley Denise	682.98
Gordon, Dylan Jon	1,201.47
Gorman, Robert Thomas	1,322.86
Gorski, Justin Keith	2,584.25
Gourzong, Devin	3,604.41
Gowans, Gavin O	682.98
Grace, Garrett Nathaniel	1,782.33
Graham, Tyheim Devonte	622.98
Green, Amber-Rose Britania	60.00
Green, Delores Dg	682.98
Green, Gloria Jean	682.98
Green, Tamiesha	1,024.47
Gregory, Blake Micheal	1,322.86
Griffin, Haley Sue	3,685.07
Griffin, Kaitlyn Lee	98.67
Griffith, Nicholas Brendan	532.80
Guambana, Alvin Adriel	994.47
Guerrero, Xavier Francisco	934.47
Guerrier, Briana Carla	1,245.96

Guerriero, Samira Mariane	682.98
Guess, Ariana Nicole	20.00
Guglielmoni, Greta	460.32
Guillaume, Christ-Love	1,038.30
Guillen, Vanessa Lizette	2,559.10
Gutierrez, Ashley Maria	1,000.35
Gutmann, Aaliyah Marie	341.49
Gutowski, Hanna Kaitlyn	625.20
Guyton, Marquisia	209.28
Guzman, Alexi	341.49
Haaka, Riley Katherine	348.30
Haffield, Michael Brandon	672.98
Hagerman, Lauren Anne	1,201.47
Haggins, Tyrrell	925.00
Hair, Ariel M	935.38
Halbrook, Elizabeth Tina	1,464.00
Hall, Matthew Davean	499.31
Hall-Gutierrez, Alexandria B.	825.00
Halliday, Nicholas Edward	90.00
Halter, Max Vaughn	1,415.00
Hammond, Jayden Lee	1,245.96
Hankins, Ashley A	86.67
Hanner, Ashley Nichole	223.37
Hans, Cade Micheal	1,479.79
Hargraves, Tucker Reed	1,155.42
Harris, Aiyana Alecia	1,906.50
Harris, Raven	553.16
Harris, Tanija Danielle	341.49
Harrychand, Vineta	862.00
Hartley, Joey Darell	30.00
Haugabook, Javier Meliek	72.98
Hawkins, Aidan Tristan	682.98
Hawkins, Aiden Lyle	1,304.80
Hawkins, Mark Peter	1,024.47
Hayes, Cedtearia K	994.47
Hazzard, Dijon	333.64
Henry, Deborah Yvonne	198.14
Henry, Michela Nyneka	515.65
Henson, Albrey Shea	115.26
Hernandez, Anahy Guadalupe	1,171.47
Hernandez, Breanna	4,715.88
Hernandez, Brenda	1,036.86
Hernandez, Dyanna Josephine	682.98
Hernandez, Isabella	24.47
Hernandez, Kayleigh-Ann Hope	415.32
Hernandez, Luis Miguel	448.75
Hernandez, Thanya Fer	311.49
Hernandez, Wendoly A	311.49
Hernandez-Rojas, Tania Jimena	381.30
Hernandez-Solis, Jaime	987.88
Herrera, Chase	531.00
Herrera, Michell	702.79
Herrera-Vivero, Uriel	30.00
Herrity, Brian	311.49
Hester, Jessica	341.49
Hiatt, Julie Marie	354.17
Hicks, Ashley S	341.49
Hill, Tevin Jarel	632.51
Hines, Alexandra Kimberly	5,188.37
Hipolito, Eduardo Alberto	1,171.47
Hitchcock, Randall Joseph	4,821.55
Hogan, Chania Lateria	2,484.61
Hogan, Jordan	766.81
Holcomb, Joseph Rodney	1,103.54
Holland, Caden Moreca	4,146.78
Holliman, Cicley	381.30
Holloway, Lakoshia E	1,730.18
Hooker, Maia Arwyn	682.98
Horne, Vanessa	1,066.87
Hornig-Clerch, Tyler	30.00
Horwitz, Ariyana Victoria	2,402.94
Hossain, Mohammed Zahad	5,750.73
Hovey, Allysa C	3,514.41
Howard, Meriam Marie	21.81
Howell, Celeste Victoria	612.46
Howerton, Parker Elliott	979.65
Hubby, Mark Adams	444.00
Huewitt, Ellis	251.34
Huff, Emilie Jill	174.84
Hughes, Velvet	796.81
Hunt, Monique S	332.98
Huskin, Joshua A	4,550.44
Hutchinson, Caden Grant	20.00
Hutchinson, Rushane	311.49
Hyppolite, Carie Estanilla	341.49
Iacono, Giovanni David	1,405.77
Incao, Gabrielle E	625.22
Isiah, Raymond Augustus	405.66
Isme, Phillip Andre	1,143.90
Izaguirre, Jasmine	779.84
Jackson, Jelani	308.82
Jackson, Khadejah	577.71
Jackson, Lequita Marie	506.00
Jackson, Sharonda Yvette	657.98
Janvier, Joel A	922.94
Jaskolka, Josalina J	757.98
Jasper, Semaj Demaya	320.69
Jay, Gavin	507.20
Jean Baptiste, Jun-Adly Armanic	96.47
Jean, Adjy	1,024.47
Jean, Esther T	381.30
Jean, JaQuone D	2,866.88
Jean, Johnsley	25.00
Jean, Jonathan B	662.98
Jean, Lilianise	793.00
Jean-Baptiste, Odany Michel	165.00
Jenkins, Caitlyn Marie	165.00

Jenkins, Lecedric Dewayne	773.13
Jenkins, Sydney R	796.81
Jensen-Lengen, Nicholas Pierce	2,083.94
Jerger, Kayla Rockale	677.98
Jerome, Jared Blake	796.81
Jestine, Kimberly	364.02
Jeunice, Mekhi Jermaine	4,465.52
Jeunice, Wadly	652.98
Johansson, Gunnar E	622.98
Johnson, Abigail May	1,732.45
Johnson, Aiasha	570.60
Johnson, Alexandra Nancy	766.81
Johnson, Georgette Frances	796.81
Johnson, Kimberlyn Nichelle	539.00
Johnson, Rushell	321.49
Johnston, Mia I	311.49
Joisil, Christopher Lahens	1,305.96
Jolly, Jonathan Brandon	1,265.96
Jolly, Nathaniel A	341.49
Jones, Hannah	905.10
Jones, Rebekah	682.98
Jones, Samantha Joe	455.32
Jones, Tameka Shuntell	682.98
Jones, Tyler Brooks	12.00
Jordan, Lateesia L	622.98
Joseph, Amaiya M	1,058.80
Joseph, Bammetria	2,433.46
Joseph, Berthina	630.00
Joseph, Carlos	733.74
Julien, Walky Josh	778.71
Jusma, Ivenson	1,435.25
Kane, Ethan Thomas	1,033.35
Kanhai, Ariana Ganeza	664.09
Karcher, Francesca Rebecca	682.98
Katzor, Dezarae Nicole	622.98
Kaufner, Hannah Denise	771.81
Kelly, De Andre Lashawn	361.30
Kerr, Jaiden Amari	1,083.30
Kesner, Tucker Fredrick	1,252.86
King, Davonte Marques	3,514.41
King, Matthew Noah	934.47
King, Peyton	341.49
King, Tayna	60.00
Knowles, Michael David	2,342.94
Koger, Janezka Larissa	311.49
Kutscher, Kyle	994.47
La Terra, Andrew Tyler	120.00
Ladler, Roshunda Jackson	4,775.88
Laguerra, Kendensky Cesar	934.47
Laguerra, Louisa Janice	1,198.55
Laithe, Logan Micheil	1,661.28
Lalanne, Kevin Louis	30.00
Lane, Miracle	1,201.47
Lara, Rigoberto	341.49
Latson, Angel Gerrell	341.49
Laurent, Jahzara Camitha	1,245.96
Lauricella, Avery Joy	220.15
Lavalais, Katrina Rena	166.42
Lawrence, Gregory Keith	969.62
LeBlanc, Kenny Lee	45.00
Leblanc, Tyse Markinzy	652.98
Lee, Brianca	682.98
Leger, Celine P	3,934.90
Leger, Sirgany	0.02
Leo, Lloydhens	650.74
Leon, Devin Curtis	622.98
Leonard, Lesslie Altonese	876.10
Lessage, Francky Christopher	964.47
Levers, Christopher M	60.00
Levesque, Christopher Michael	311.49
Lewis, Latavya Jaliyah	1,265.96
Lewis, Lizandra Olivia	622.98
Lewis, Ta'Niya	948.90
Lima, Sophia Odette	652.98
Linares, Jayda Marie	994.47
Lindsay, Samantha Veronica	2,402.94
Lindsey, Dustin J	425.32
Link, Craig	1,636.25
Lira, Jacob Peter	2,402.94
Liscio, Lisa Ann	762.60
Lobban, Lytiana	331.49
Lomba, Alison Brooke	815.79
Lonergan, Kyra Linda	1,215.80
Lopez, Cristian J	934.47
Lopez, Elisa Bella	371.49
Lopez, Joana	257.82
Lopez, Leslie Anne	311.49
Lopez-Deharo, Isis Amara	797.12
Lorgca, Amelie Cecile	652.98
Louis Pierre, Kherfulde	129.35
Louis, Olanda	55.00
Louis, Wensly	254.80
Lovelace, Noble	402.76
Lowery, Taneer Z'ynia	1,245.96
Lozano, Tailina	579.42
Ludwig, Keenan G	1,202.18
Luna-Barboza, Taide	682.98
Luongo, Christopher Ray	653.20
Lyons, Jeremiah	1,275.96
Lyons, Joseph Alexander	4,762.78
Mabray, Braylen	622.98
Macdonald, James Jay	1,305.96
Macias, Juan	285.97
Mackey, Josette Marie	147.34
Maharaj, Alina	4,762.78
Mahoney, Patrick Wayne	698.59
Maine, Brian Ray J	60.00

Mairena, Allan Israel	842.92
Malave, Kailani Alisha	875.86
Maldonado, Omar	1,032.88
Malone, Jason Richard	1,068.41
Mamby, Christina C	575.93
Mancuso, Christopher Raymond	2,402.94
Mangones, Zachary Christopher	412.98
Manradgh, Aisha	455.32
Mansell-Wade, Theophilus Isaiah	2,402.94
Mansfield, Tanisha Leshia	682.98
Many Ribs, Emanuel Victor	451.66
Maria, Jose	311.49
Marinez, Amaya Inez	525.80
Marion, Chelsey Diane	105.58
Mark, Alexis	969.47
Marrero, Juan P	1,227.00
Marrero, Sophia Grace	1,245.96
Marsan, Ethlyn	430.31
Martha, Mariane Linaire	5,690.73
Martin, Ava	341.49
Martin, Ciara Teresa	327.13
Martin, Connor Hamilton	1,365.96
Martinez, Alexander	375.64
Martinez, Elizabeth	707.98
Martinez, Estevan	130.47
Martinez, Jordan Paul	60.41
Martinez, Leticia Marie	254.07
Martinez, Perla	110.85
Martinez, Sabrina	2,402.94
Mason, Chase	682.98
Mason, Joshua Rogers	865.00
Masturzi, Nelson J	646.65
Mata, Vanessa	398.61
Mateo Miguel, Elisa	158.57
Mathis, Elijah I	311.49
Matthew, Sean Patrick	899.98
Matz, Gabrielle Leighann	1,410.03
Mauricette, Stephie Glorie	618.65
Mauril, Carmise	1,103.00
Mcallister, Maia Nicolle	448.55
McCoy, Karigan Renee	914.26
McDavid, Amy Ashtyn	652.98
McDew, Brianna	682.98
McDonald, Hannah Grace	90.00
McDonald, Jasmyrn Eymonni	825.04
McDougald, Gloria Ann	1,201.47
Mcduffie, Leara Teresa Elizabet	1,342.00
McDwe, Sinora Ann	790.75
McGeough, Matthew Patrick	311.49
Mcken, Michelle Marla	676.81
McKenzie, Cherry Bernice	585.00
Mckenzie, Jessica Allison	682.98
Mckinney, Jimmy	2,765.07
McKoy, Nicole Andrea	796.81
McMillan, Errol Lee	1,913.34
McMillon, Melissa Evonne	1,262.00
McQueen, Terry Tyrone	381.30
Meister, Ryan James	30.00
Meitzer, Carol Anne	167.33
Mella, Ryan	182.96
Melton, John Christopher	568.04
Melville, Charles Michael	4,685.88
Mena, Amanda Melanie	4,685.88
Mendez, Ronny	2,372.94
Mendiola, Nikolas	4,702.78
Merritt, Tyler Nicholas	341.49
Mervil, Elimelec	652.98
Michel, Fimana	934.47
Migliore, Jayden Kryselle	964.47
Miller, Curtis Scott	4,715.88
Miller, Keith Allen	1,201.47
Miller, Kiyonna Jada	889.24
Miller, Tucker John	60.00
Millien, Christian Lord Leon	396.09
Miranda, Sergio	452.98
Mitchell, Taneisha L	381.30
Miura, Priscila	1,201.47
Mohan, Andrew Micheal	448.75
Moise, Gino Ethan	341.49
Molidor, Brooke Alaina	1,019.58
Molina Reyes, Rixi Yosselin	4,685.88
Moment, Caylin Ann	1,201.47
Monestime, Roliano	934.47
Monroig, Joshua	281.60
Monteith, Alyssa Kay	762.60
Mooney, Connor	1,474.16
Moore, Camren Ellen	572.98
Moore, Jaden Christopher	383.97
Moore, Kelly D	132.98
Morales, Grecia Sofia	341.49
Morales, Karla Michelle	622.98
Morales, Leonardo	444.00
Moreland, Keely	2,008.94
Morency, Furudson	2,342.94
Morgillo, Jamie	3,718.07
Morphew, Joshua Joseph	3,202.75
Morris, Jason Emanuel	682.98
Moss, Felix Clayton	482.53
Motel, Jobell	1,138.30
Moura, Carter David	30.00
Muchiri-Fleetwood, Jordan Xavier	1,305.96
Muhammad, Abshalaam	1,767.45
Mull, Abigail Cathering	1,365.96
Mullins, Joshua Michael	1,362.00
Mundle, Joshua Antwan	825.89
Murphy, Christopher	1,024.47
Musa, Nahia B	492.43

Mussenden, Lashon Angel	341.49
Musser, Michelle	1,335.96
Myrie, Michael Livingston	50.00
Nabarete Gonzalez, Fabricio Alfredo	449.00
Nahar, Sabekun	562.47
Narcisse, Stacey	425.32
Nazario, Jaiden Khalil	634.62
Neal, Robert Wayne	273.00
Neal, Ulysses Owen	934.47
Nelson, Rufus	652.98
Newsome- Hall, Olivia Ann	200.00
Nguyen, Jasleen Thuy VI	60.00
Nichols, Alivia Ann	920.48
Nichols, Riley Alexandra	57.18
Nicholson, Thomas Alex	311.49
Norling, Ronnie Danielle	275.14
Norris, Jacob Randolph	915.50
Notgarnie, Cailey	696.49
Nugent, Keith Christopher	682.98
Nunes, Krystal	366.49
Nygaard, Mark	381.30
Nyitray, Sarah Renee	530.73
Ocean, Suzeline	1,770.70
Ochil, Mayelin	55.00
Ocon, Olsen A	120.00
ONeal, Takyra Danielle	537.03
Oquendo-Cruz, Natalie Nicole	994.47
Orelien, Woodson	934.47
Orellana, Tatiana Maria	341.49
Osteen, Haden Wyatt	441.49
Owen, Steven Carter	1,520.56
Owens, Jada Imari	1,134.06
Owens, Nayilah Niara-Zuri	286.49
Pack, Juliana Danielle	1,245.96
Padron, Daniella	256.67
Paez, Adrianna L	968.00
Palmer, Sydney Reece	4,647.88
Panaccione, Dale	217.32
Panny, Isabella Lily-Rose	506.37
Paredes, Belen	50.00
Parker, Anyhia Jaydia	539.71
Parker, Elizabeth Ann	2,559.10
Parker, Kenyatte Elmira	1,264.90
Pastore, Melyssa Keely	113.83
Payne, Daviella Lashawn	652.98
Paz, Erik Antonio	311.49
Pena, Queila	762.60
Pennenga, Brianne Elizabeth	209.35
Pennenga, Jillian Rebekah	682.98
Peralta, Alejandra Nadine	1,024.47
Percentie, Ramea DKazia	5,106.37
Perez, Ashley Nicole	311.49
Perez, Pablo Emanuel	1,245.96
Perez, Tammie Sue	341.49
Perkins, Andrew Jay	1,245.96
Perry, Joshua Ra'mon	682.98
Petersen, Dylan Mathew	341.49
Peterson, Katherine E	534.00
Petty, Patricia Ann	373.59
Peyton, McKenzie Brynn	120.00
Phauls, Gregory Curtis	1,479.79
Pickett, David Tyron	2,352.94
Pierre, Davensky Matthew	211.49
Pierre, Gina	682.98
Pierre, Kely	45.00
Pierre-Louis, Hans	682.98
Pierre-Louis, Roovens	172.79
Piett, Megan Lane	762.60
Pikul, Andrew E	849.98
Pineda, Jose A	622.98
Pineda, Magalie	537.01
Pittman, Jamiah Ta'Chele	4,685.88
Platt, Felecity Grace	198.89
Polynice, Zhamari Markel	452.21
Pombo, Julia Marie	75.00
Ponce De Leon, Ana Karina	1,390.29
Porter, Aniya Takyra	652.98
Porvaznik, Ryan	1,058.62
Powell, Shaniya Lenora	816.75
Prager, Jenna Nicole	535.94
Presume, Junior	1,186.47
Pretzantzin-Barreno, Estrella Maria	994.47
Price, Charlton George	459.57
Puente, Li-Ani Star	722.79
Pullan, Allyson	394.76
Quaintance, Ramera Lamiena	30.00
Quant, Claudio Alexander	2,135.94
Quevedo, Victoria Elizabeth	72.98
Quintana, Stephanie	31.02
Radatz, Alexis Nicole	411.49
Radock, Devon Matthew	60.00
Radock, Jordon	76.90
Rafferty, Andrew Michael	460.32
Ramirez, Brian	934.47
Ramirez, Jesus Alfredo	1,505.90
Ramos, Galilea	311.49
Ramos, Jasmine	109.47
Ramos, Michael J	4,745.88
Raphael, Nerline	797.43
Raulerson, Sara June	1,252.00
Recinos, Brandy Jamily	1,100.00
Reed, Jayme	888.48
Reeves, Shanika Lashonte	490.32
Remy Joseph, Betty	1,230.00
Remy, Bradley Daniel	652.98
Render, Paris	423.31
Reneus, Schneider	2,342.94

Resendiz, Chloe Marie	97.98
Reyes, Raquel D	335.19
Ricard, Jillian Lee	994.47
Richards, Brianna	2,773.43
Richards, Gianna Drew	25.00
Richards, River Nokomis	2,112.94
Richardson, Brandon	934.47
Riffel, Kaileb John	532.80
Riggins, A'shante Lajerica	1,024.47
Riggins, Candiaace	1,365.96
Riley, Andrea Lorraine	341.49
Ring, Madison Elaine	277.87
Rinker, Abigail Lynn	536.37
Rios, Kacie Marie	682.98
Rios, Noemi	202.76
Ritten, Jonnie Savannah	521.50
Rivera, Abdiel	391.40
Rivera, Julissa	381.30
Rivera, Latchme	1,064.28
Rivera, Laylah	3,514.41
Rivera, Yanira Milenne	635.85
Roaf, Dana Michelle	682.98
Roberson, George L	311.49
Roberts, Anna J	455.32
Roberts, Faeyana Gabriella	493.94
Robertson, Brianna Nicole	779.56
Robinson, Barry M	549.60
Robinson, Keona Nichole	703.76
Robinson, Ke'Shawn Joseph	311.49
Robinson, Michael Martell	546.81
Robinson, Tamiera La Angela	100.00
Robinson, Terrance Rumeal	897.81
Robinson, Tyquonte J	311.49
Robledo, Celeste Naomi	622.98
Robles, Julian	292.18
Roche, Tonja	298.56
Rodriguez Carpio, Eduardo	1,365.96
Rodriguez Durand, Nathaniel A	266.49
Rodriguez, Anita Maria	652.98
Rodriguez, Genesis	1,183.61
Rodriguez, Jorge Orbelin	444.00
Rodriguez, Stephany V	4,707.40
Rodriguez-Benitez, Jayla	1,495.20
Roesig, Kayla Marie	4,745.88
Rolle, Gianna Monique	1,065.96
Rolle, Letitia Berkima	682.98
Roman, Maritzel	672.98
Romano, Jennifer Lauren	682.98
Romeus, Rachard D'Andre	1,119.35
Romulus, Jessica Della Francesca	70.80
Rosado, Francisco J	4,685.88
Rosario, Nicholas Alan	102.98
Rosario, Victoria Rae	721.63
Ross, Shaniya Lynette	1,365.96
Rouse, Luke David	1,587.45
Rubin, Connor James	622.98
Ruggiero, Bryanna Marie	448.72
Ruiz, Aaron Michael	682.98
Russell, Bree Ann	341.49
Ryan, Michael Jayce	2,362.94
Rympel, Veronica Claudia	682.98
Saavedra, Yeltsy	55.00
Sager, Cheyenne N	864.12
Saint Cyr, Judith	460.32
Saint Hubert, Isaiah	1,237.63
Saintphard, Angela	1,365.96
Salgado, Francisca	994.47
Salinas, Kaylee	1,190.00
Salmon, Elyjah	1,147.98
Salomon, Sarah Lunine	689.79
Samberg, Jill Kathryn	934.47
Sanchez, Lukensy Luciana	3,604.41
Sanders, Annabelle Riley	1,176.00
Sauveur, Wilfrance Louis	401.18
Schafer, Alaina Nicole	744.85
Schaffer, Skyler Olivia	402.78
Schneider, Autumn Star	672.00
Schneider, Kira	381.30
Schock, Triana	1,275.96
Scobey, Melanie Martinez	755.96
Scott, Lynisia Yvette	676.81
Scott, Lyntricia Nykole	897.20
Seay, Lawanda Q	2,360.94
Sell, Brennen Patrick	734.47
Serur, Norma Adriana	322.98
Sesta, Autumn Paolina	1,183.47
Severino, Kate	657.98
Shadowen, Chris Douglas	341.49
Shaw, Nicolas	1,126.24
Sherratt, Dylan Nicole	4,715.88
Shurstep, Nicole Anna	682.98
Sieting, Bobby Gene	1,261.00
Sigaty, Michelle Patricia	1,365.96
Simeus, Julien	444.00
Simon, Hermonante Momo	45.00
Simon, Juliana Paul	624.81
Simon, Selena	682.98
Simonson, Amanda M	1,365.96
Simpkins, Jalayah Annette	732.51
Sinclair, Fenton	978.42
Sisson, Andria	311.49
Skowronski, Anastasia	601.86
Smartt, Jalen Isaac	3,574.41
Smith, Antonia La'niyah	1,305.96
Smith, Arkirria Amara	1,024.47
Smith, Brianna	403.64
Smith, Christian Grace	1,300.00

Smith, Colton Scott	682.98
Smith, Destinee Unik	974.47
Smith, Hannah Emynee	235.93
Smith, Jennifer Sharon	1,201.47
Smith, Jerry Lynn	95.00
Smith, Kayla Danae	771.00
Smith, Paris Ja'niya	1,753.15
Smith, Rose Sindy	934.47
Smith, Shelby Mackay	1,201.47
Smith, Tatyana Leah	377.23
Smith, Vanessa	305.32
Smothers, Livia Shevelle	1,202.13
Snell, Frank G	490.32
Sowell, Kaylynn Ladon	960.00
Speer, Morgan	934.47
Spence, Keshawn	341.49
Spencer, Illyria Denise	945.86
St Cyr, Cedrick	682.98
St Julien, Daina	1,364.82
St Juste, Cory	1,350.96
St. Julien, Rosemie	1,264.90
Stashenko, Yaroslav	468.52
Steers, Demetra P.	948.30
Steiger, Nicole Catherine	831.81
Stephens, Alicyn	3,974.90
Stephens, Nicolette Ann	4,745.88
Sterling, Gary Jr	6,247.84
Sterling, Whitney Garlie	622.98
Stevens, Ta'Keciya	232.98
Stewart, Paige Elizabeth	106.40
Stone, Kevin John	341.49
Strachan, Allan	622.98
Strauser, Veronica L.	351.30
Strickland, Samantha Cheyenne	527.54
Stringer, Sharelle L	1,024.47
Strong, Janiaya Mahogany	1,245.96
Stuckey, Quenaja	3,983.65
Styr, Jessica	4,715.88
Suazo, Chantal D	1,542.96
Success, Miriame Valerie	254.20
Suffront, Matilde Celeste	924.00
Summers, Payton Ainslee	682.98
Sylvester, Ramon Shane	1,151.50
Tankersley, Cheyenne Alysian	286.49
Tavera, Samuel David	103.83
Taylor, Amanda Jo	425.27
Telusme, Esther R	1,325.77
Teun, Matthew James	622.98
Thames, Kailah	1,345.96
Thiel, Elroy C	455.32
Thomas, Derozette Dalrone	203.70
Thomas, Kyler	1,245.96
Thomas, Laquana	529.00
Thomas, Maya	604.72
Thomas, Nasir Messiah Lee	3,123.67
Thompkins, Chrissy D	1,201.47
Thompson, Cole Andrew	615.96
Thompson, Elijah Alonzo	1,228.80
Thompson, Leah	934.47
Thompson, Melanie Joy	455.32
Thorpe, Ahmanuel Demarkus	6,034.41
Tobar, Cartisha Genelle	629.71
Tolliver, Monique	341.49
Tomlinson, Matthew	322.98
Torres, Dayshaliz	341.49
Torres-urietta, Jocelyn	1,305.96
Toussaint, Ernsley	762.60
Toussaint, Ishe' Ausha	571.65
Toussaint, Voshard Issac	994.47
Trevino, Arianna Nicole Lynn	17.83
Troutman, Hannah Marie	1,245.96
Tulloch, Zena	1,138.30
Turgeon, Connor Patrick	1,024.47
Turner, Madison Liann	30.00
Turner, Shawnda Diane	515.04
Uyson, Lee Cruz	682.98
Uysse, Roody Murphy	1,345.96
Vaddy, Andre	616.69
Valcin, Gerda Anestel	71.25
Valentin, Jacob Solomon	125.00
Vanvelzor, Ashton M	2,202.94
Vargas, Jayliana	788.18
Vasques, Erica	682.98
Vasquez, Ashley Nichole	964.47
Vasquez, Fabricio	401.59
Vasquez, Tahni Shirley-Denise	141.49
Vazquez, Samantha C	1,264.90
Vecchione, Shakayla Mone't	762.60
Vega, Jose Angel	75.00
Vega, Kristal	341.49
Vega, Lisvett	323.49
Velazquez, Christopher Eminem	602.25
Velazquez, Marjorie	704.98
Venelus, Kyle Jeremiah	298.77
Veras, Crystal Genesis	209.33
Verdiza, Aliyah	652.98
Vialva, Nathaneil Ibenoit	312.82
Vicira, Mark Anthony	551.00
Viera, Jaime	652.98
Viersma, Alison Helen	88.24
Villareale, Joseph Alan	622.98
Volma, Yolna	1,305.96
Voltaire, Kerlande Simone	1,052.78
Wahrheit, Shane Matthew U	4,775.88
Walker, Zipporah	372.22
Wallace, Javanne	652.98
Wareham, James Daniel	1,285.96

Waters, Candace	2,571.76
Waters, Tara Cheyann	925.00
Watford, Lakeshia Dianna	638.01
Watkins, Zaria Beverly	331.49
Weathers, Zashana Rosetta	1,390.96
Wheeler-Baker, Joseph Daniel	60.00
Whigham, Madison Paige	700.00
Whitaker, Skye Christhel	1,264.90
Widman, Hannah Shelby	652.98
Wiggins, Selina Ciera	311.49
Wiggins, Unity Unique	415.32
Wilcox, Tara Jo	1,419.79
Wiles, Elijah	1,275.96
Wiles, Jasmine Courtney	381.30
William, Jonas Abner	3,574.41
Williams, Antoine Lee	782.21
Williams, Clinton C	2,342.94
Williams, Devontray Lenard	349.03
Williams, Emily Rose	341.49
Williams, Isaiah Timarion	652.98
Williams, Kiatta Lorencia	35.49
Williams, Ladarian	622.98
Williams, Trevell R	1,931.16
Williams, Tyvera	306.96
Williamson, Jimmirea Leeshelle	490.30
Willingham, Charlie Mae	738.60
Wills, Nilda Esperanza	1,479.79
Wilson, Caden Matthew	345.96
Wilson, Jasmyn Nashell	793.00
Wilson, Jaylee Alexandria	396.13
Wilson, Traquez D	48.94
Winterbottom, Maegan Gabriella	311.49
Wood, Alex Carlton	1,024.47
Woodham, Briann Denise	887.97
Woods, Aliyah Brooke	132.98
Woolery, Amaya Tiganna	796.81
Woulard, Ron'Nya K	4,685.88
Wright, Karis Hall	576.61
Wright, Tytiana T	682.98
Wuest, Matthew David	30.00
Wynn, Keyonta D	682.98
Wynn, Zanari Verdell	1,025.96
Yamini, Kamea Tumani	341.49
Youmans, Perryauna Kissan	210.00
Young, Charlize B	1,365.96
Young, Jamila Alesha	2,372.94
Young, Lindsey Nichole	4,572.10
Youngblood, Markayla Kiera	100.00
Zapeta-Lopez, Ana Carmelita	4,700.88
Total	1,083,710.63

Other Write-Offs	Balance
Jennifer Denischuk	101.25
RTH Studios, LLC	90,000.00
Jennings, Dylan Michael - Deceased Student	1,150.93
O'Brien, Susan Ulch - Workday Conversion Issue	326.49
Alge, Walter	32.23
Delapaz, Matthew Roy	514.50
Ehlert, Peter G	326.49
Gonzalez, Gustavo Adolfo	108.87
Jones, Lindsey Caitlin	830.64
Kolanko, Hannah Mary	25.00
Kusuk, Lauren Alyssa	103.83
Ortega, Pablo	237.66
Ragland, William Griffin	1,379.79
Welsh, Daniel Preston	1,435.20
Total	96,572.88

Grand Total	1,180,283.51
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TOTAL REQUESTED ACCOUNTS RECEIVABLE WRITE OFFS BY ACCOUNT

Office of Financial Aid	FD100 FNS5010.11 CC0055	930,691.96
Financial Operations	FD100 FN62200.11 CC0167	225,343.31
Bookstore	FD304 FN93110.04 CC0030	24,148.24
Total Student Accounts To Be Written Off		1,180,183.51

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Addendum #01 to the Facilities Lease Agreement with AgroSource, Inc.

REGULAR AGENDA OR COMMITTEE: Consent Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for renewal of a lease agreement with AgroSource. The attached Addendum #01 to the original lease agreement approved in June 2024 gives AgroSource continued use of the S-301 and S-302 rooms in the STEM Center on the Pruitt Campus for a 1-year period, commencing on July 1, 2026, with a termination date of June 30, 2027. The rental fee is increased from \$1323 per month to \$1450 per month. The current lease agreement between the college and AgroSource has enabled extensive collaboration between AgroSource and faculty, staff, and students from the college, resulting in fruitful research collaborations and in several recent BS Biology graduates being hired into lab technician positions at AgroSource. Included with the Addendum is Exhibit A; the original lease agreement signed in 2024.

ALTERNATIVE(S): Without approval, AgroSource will not be allowed to continue use of the lab rooms on the defined college property, nor continue the collaboration with Indian River State College faculty, staff, or students on research projects that it supports.

FOR CONTRACTS:

1. **TERM:** July 1, 2026 – June 30, 2027
2. **FISCAL IMPACT:** \$1,450 per month (\$17,400 annually)
3. **TERMINATION TERMS:** 90 days written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Anthony Dribben

DATE: 3/31/26

BOARD ACTION:

DATE: 4/28/26



**ADDENDUM # 01
TO
IRSC FACILITIES LEASE AGREEMENT**

This Addendum # 001 is made to the Facilities Lease Agreement (the “**Original Agreement**”), effective Date of **July 1, 2024**, and Fully Executed on **June 25, 2024**, attached as Exhibit A, between **Indian River State College**, in State of FLORIDA (the “**College**”), and **AgroSource, Inc. (“Lessor”)**.

WHEREAS the Parties desire to modify the contract terms of the Original Agreement.

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1.6 - Premises**, to remain the same at the S-Building, Room S-302 (423 Sq. Ft.) and S-301 (447 Sq. Ft.) on Pruitt Campus.
2. **Section 4.1 – Rental** shall be extended for a one (1) year period, and shall commence on **July 1, 2026**, with a termination date of **June 30, 2027**.
3. **Section 4.2 – Rental Fee** shall increase from One Thousand Three Hundred Twenty-Three and No/100 Dollars (\$1,323.00) per month to **One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) per month**, during this One (1) year period.
4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Facilities Lease Agreement between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party’s signature.

AgroSource, I

By:  Date: 03/30/2026
Signature

Name and Title: _____

Indian River State College - APPROVED BY:

By: _____ Date: _____
Signature

Name and Title: _____

IRSC FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (Hereinafter referred to as “**Agreement**”), is made and entered into as of this 1st day of July 2024 (the “**Effective Date**”), by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, a public body corporate of the State of Florida, whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, (“**Lessor**”) and the AGROSOURCE, INC., a Delaware corporation, whose address is P.O. Box 3091 Tequesta, FL 33469, (“**Lessee**”).

In consideration of the promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Lessor and Lessee covenant, warrant and agree as follows:

1. DEFINITIONS

- 1.1 “**Alterations**” means any alterations, additions, or improvements in or to the Premises.
- 1.2 “**Common Areas**” means the entrances, lobby, accessways, hallways, lavatories, stairways, elevator banks, other Building areas and the driveways, parking areas, and landscaped areas on the Premises that are designated for the nonexclusive common use of all Lessees of the Building and their invitees.
- 1.3 “**Hazardous Materials**” means any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).
- 1.4 “**Hazardous Materials Law**” means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials, or other environmental conditions on, under, or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.
- 1.5 “**Laws**” means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities.

- 1.6 “**Premises**” means the real property described in Exhibit A, otherwise known as suites 301 & 302 located in building S of the Pruitt Campus of Indian River State College, 500 N.W. California Boulevard, Port St. Lucie, Florida 34986.

2. PREMISES

- 2.1 Lessor hereby grants to Lessee (and its authorized agents, employees, and contractors) the right and license to use the Premises owned by the Indian River State College (“IRSC”) and more particularly identified in **Exhibit A** attached, subject to the terms and conditions herein contained, for the purposes and times set forth, and for no other event or purpose.
- 2.2 Except as otherwise provided herein, Lessee takes and accepts the Premises “as-is” and without any representations or warranties as to the ability to use the Premises for Lessee’s purposes.

3. USE OF PREMISES

- 3.1 Lessee acknowledges that use of the Premises is conditioned upon, and that no binding or enforceable agreement regarding use of the Premises shall exist until and unless: (a) Lessee has agreed to these terms and conditions; (b) Lessor has approved in writing; (c) Lessee has satisfied all insurance requirements set forth herein; and Lessee has paid the required deposit and any and all sums outlined in this Agreement as they become due. Lessee understands and acknowledges that Lessee shall only have access and use of the Premises during the time and date specified in this Agreement and approval of this Agreement by the Lessor does not grant Lessee a license to use any of Lessor’s other properties or improvements thereon.
- 3.2 **Common Areas:** Lessee (and its authorized agents and employees) shall have the nonexclusive right and license to use the Common Areas of the Premises. Except as may be otherwise provided expressly in this Agreement, Lessee shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or nonpublic area of the Premises.
- 3.3 Lessee understands that the Premises occupy a portion of a building located on the Pruitt Campus of IRSC whose primary mission is to provide educational opportunities and a learning environment for its students. Lessee’s activities, functions and schedule shall acknowledge and accommodate IRSC’s primary mission. Lessee understands that IRSC is a public educational entity and subject to many statutes, rules and regulations that private enterprise is not subject to. Occupancy of Premises by Lessee could subject Lessee to certain public requirements, including application of Florida’s Public Records and Open Meeting laws.
- 3.4 Lessee shall comply with all building codes and other rules and requirements that Lessor is subject to. The Director of Facilities IRSC, or his/her authorized

designee, shall have the authority and jurisdiction over the interpretation, review, and approvals of all codes – including but not limited to building, fire prevention, and life safety codes as prescribed by the laws of the State of Florida - related to the Premises.

- 3.5 Lessee shall not (a) use the Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety and welfare of the public or that may jeopardize Lessee's (or Lessor's) insurance coverage of the Premises; or (b) create or permit any nuisance in or on the Premises.
- 3.6 The Lessee shall have access to the leased Premises for normal business purposes in accordance with the Lessor's established hours of operation. Lessor operates Monday through Thursday, 6:00 AM until 8:00 PM, during the summer months of May through August. Lessor operates Monday through Friday, 6:00 AM until 8:00 PM, during all other months, excluding federal holidays and any other breaks the Lessor may enjoy, such as Spring Break, Thanksgiving Break, and Winter Break. Lessor does not grant permission to utilize the leased space outside of its normal hours of operation without the express written consent of the Campus Director. If Lessee is accommodated access outside of the Lessor's normal hours of operations, Lessee, at its sole expense, shall be responsible to pay for Campus Safety personnel to be present during the hours in which Lessee is authorized to occupy the leased Premises at a rate of \$25 per hour. The Lessee shall ensure that all activities conducted within the Premises during the aforementioned hours comply with any applicable laws, regulations, and terms of this lease agreement.
- 3.7 **Compliance with Laws:** Lessee, at Lessee's sole cost and expense, shall comply with all Laws applicable to the Premises or the use or occupancy of the Premises, including any obligation to make Alterations in the Premises required as a condition of Lessee's occupancy. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy), then Lessee shall obtain and keep current such permit or license at Lessee's sole cost and expense and shall promptly deliver a copy thereof to Lessor. Nothing in this Section 3.6, however, shall permit Lessee to make, without Lessor's prior written approval, any Alterations to the Premises which otherwise would require Lessor's approval under this Agreement, and Lessee shall comply with all of the requirements of this Agreement in making any such Alterations.
- 3.8 **Hazardous Materials:** Lessee shall not cause or permit any Hazardous Materials, as defined by any federal, state or local law, to be generated, used, released, stored, or disposed of in or about the Premises, unless Lessee provides prior written notice to and acceptance by Lessor, subject to strict compliance with all local, state and federal laws and regulations. Lessee, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Lessee to conduct normal business operations in the Premises. From and after the

Effective Date, Lessee shall indemnify and hold the Lessor Parties, harmless from and against any damage, injury, loss, liability, charge, demand, claim, cost or expense (including reasonable attorneys' fees and costs) based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Lessee or any Lessee Parties in or about the Premises. The terms of this Section 3.7 shall survive the expiration or earlier termination of this Agreement.

- 3.9 Lessee hereby covenants to Lessor that in the event that an employee of Lessee is involved in an accident or injured on campus, IRSC Campus Security will be notified and Security will file an accident/incident report. Lessee's insurance company will be responsible for filing any workman's compensation claims with their insurance carrier.

4. RENTAL

- 4.1 The term of this Agreement shall commence on July 1st, 2024 and terminate on, June 30th, 2026 unless sooner terminated as hereinafter. Two-year renewals may be added upon mutual agreement of the Lessor and Lessee. The Agreement renewal will be confirmed no less than ninety (90) days before the expiration of the first term of this Agreement. Additional renewal periods will be confirmed no less than ninety (90) days before the expiration of the additional renewal period.
- 4.2 Lessee agrees to pay Lessor, on or before the first business day of each month of the term of this Agreement, a monthly fee of \$1323 which includes rent, parking, utilities, phone, cable and internet, and custodial services as provided herein.
- 4.3 Lessee shall pay to Lessor promptly all rent, and all other charges as provided by this Agreement, as the same become due and payable without offset, deduction, notice or demand. If such sums are not paid by the forth business day of the month, Lessee shall pay to Lessor, as additional rent, a late charge of 5% of monthly rental amount. On the date Lessor signs this Agreement, Lessor shall provide Lessee with appropriate routing and account information to enable Lessee to make payments electronically. If any check delivered by Lessee to Lessor is dishonored, Lessee shall pay to Lessor a charge equal to the maximum amount lawfully charged for dishonored checks. Any payment made by a dishonored check shall be deemed to be late. Returned checks may not be redeemed by a personal check, but must be redeemed by cash, cashier's check, certified check or money order. All charges under this section shall be deemed to constitute additional rent due and payable upon notice from Lessor to Lessee, and Lessor shall have all the rights and remedies with respect thereto as Lessor has for the nonpayment of rent.

- 4.4 Lessor will install all locks and provide key access to the Premises. Lessee is responsible for notifying Lessor which employees are to have keys and collecting said keys from employees upon separation and/or termination of employment. Lessee shall not duplicate Lessor's keys. Keys from terminated/separated employees must be immediately returned to the Lessor. There will be a charge to the Lessee for any key replacement at a fee not to exceed twice the labor and materials of the replacement and/or rekeying effort.
- 4.5 Checks shall be made payable to IRSC and shall be forwarded to the attention of the Vice President of Financial Services, Indian River State College, 3209 Virginia Avenue, Ft. Pierce, Florida 34981.
- 4.6 Under no circumstances shall the Agreement be deemed to constitute, construe or imply to create the relationship of principal and agent, partnership, joint venture or other type of business relationship between the parties other than the relationship of Lessor/Lessee.

5. SECURITY DEPOSIT

- 5.1 As security for the full and faithful performance by Lessee of each and every one of its duties and obligations under this Agreement, Lessee agrees to deposit with Lessor, prior to occupancy, a security deposit in cash in an amount equal to one month's rent **\$1323**. Lessor shall place the security deposit in a non-interest-bearing account.
- 5.2 Upon default by Lessee of any of its obligations under this Agreement, not cured within fifteen (15) days of the date of such written notice of default, Lessor may use, apply or retain the whole or any part of the security deposit for the payment of any rent in default, or for any expenditure made by Lessor by reason of Lessee's default of any of Lessee's obligations of this Agreement. In the event Lessor uses, applies or retains the whole or part of Lessee's security deposit, Lessee shall pay to Lessor immediately such amount that will fulfill Lessee's obligation hereunder to maintain at all times a security deposit equal to one month's rental.
- 5.3 If upon the termination of this Agreement Lessee shall have kept all of its duties and obligations hereunder, Lessor shall return to Lessee all the security so deposited with Lessor.

6. UTILITIES

- 6.1 No Common Area Maintenance ("CAM") fees or utility bills will be assessed against the Lessee.
- 6.2 Heating, ventilating and air conditioning systems shall be kept operating, at settings comparable to the building in which the Premises are situated, by Lessor during normal business hours Monday through Friday.

- 6.3 Normal and reasonable custodial services shall be provided by the Lessor.
- 6.4 Lessor shall provide a garbage receptacle and garbage pickup at the Lessor's expense. Lessor shall also provide a recycling receptacle for paper products, but it shall be the Lessee's responsibility to discard the materials in the appropriate recycling bin within the building in which the Premises are situated.
- 6.5 Lessor will provide hardwired data and phone lines.

7. CONSTRUCTION MAINTENANCE AND REPAIR

- 7.1 Lessor agrees to maintain and keep the Premises in good repair, exclusive of any repairs made necessary by the actions of the Lessee or Lessee's agents, employees or invitees.
- 7.2 Lessee shall report promptly in writing to Lessor all items that Lessee contends Lessor is under a duty to provide maintenance and repair.
- 7.3 Lessee shall not make improvements or alterations to the Premises without the prior express written consent of Lessor. Lessee shall submit construction plans and specifications for all improvements or alterations to the Premises to the Lessor's Director of Facilities for review and approval within 30 days prior to performing and improvements or alterations. Lessee shall be subject to the Lessor's Building Permit and Building Inspection requirements as defined by the laws of the State of Florida and their interpretation by the Authority Having Jurisdiction.
- 7.4 The cost for any and all unauthorized repairs to equipment or property belonging to Lessor ordered by Lessee shall be borne solely by Lessee.
- 7.5 In the event that the Lessor's equipment or any other property belonging to Lessor is damaged or destroyed by Lessee (excluding ordinary wear and tear), Lessee at their sole expense, shall pay the replacement or repair costs.
- 7.6 Upon the expiration or termination of this Agreement, all improvements or additions, shall vest in and become property of Lessor. Lessee shall remove all of Lessee's personal property from the Premises on or before the expiration or termination of this Agreement. Lessee shall repair all damage to the Premises resulting from the removal of Lessee's personal property. Lessee agrees that all of Lessee's personal property in or on the Premises is located there at Lessee's risk and Lessor shall not be liable for any damage thereto or loss thereof including damages caused by the negligence of Lessor, its officers, directors, employees and/or agents.

- 7.7 Any property acquired by Lessee through Lessor or acquired by Lessor for the use of Lessee shall become and remains the property of Lessor and shall not be removed by Lessee from the Premises.

8. INSPECTION

- 8.1 Lessee shall permit Lessor, its agents and employees, without prior notice, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises and making any necessary repairs or alterations to electrical wiring, heating and cooling systems, or plumbing and other similar repairs and alterations.
- 8.2 In addition, Lessee agrees to a minimum of one (1) annual fire safety inspection to be performed by Lessor, IRSC Building Official, IRSC Fire Marshall, and St. Lucie County Fire Marshall as well as a minimum of two (2) safety and sanitation inspections by Lessor, IRSC Safety Manager, and IRSC Risk Manager, or their designees which will be scheduled by the appropriate individual.

9. INSURANCE/INDEMNIFICATION

- 9.1 **Commercial General Liability Insurance:** Lessee shall at all times during the term of this Agreement, at its own expense, procure and maintain a policy of Commercial General Liability insurance naming the Lessor as an additional insured. The Commercial General Liability insurance shall provide a combined single limit of not less than One Million Dollars (**\$1,000,000**) per occurrence and Two Million Dollars (**\$2,000,000**) per claim for bodily injury or property damage.
- 9.2 **Workers' Compensation:** Lessee will maintain throughout the term of this Agreement statutory Worker's Compensation Insurance including employer's liability for all employees as required by applicable state and federal regulations.
- 9.3 Lessee shall submit a Certificate of Insurance on the aforementioned policies of such insurance with Lessor prior to occupancy of the Premises and on the policy renewal date each year thereafter.
- 9.4 Lessee is responsible for insuring at its sole expense its own property which may be brought upon the Premises, (if and when this occurs) and Lessee shall be responsible for insuring any of their property brought upon the Premises at any time. Lessee waives any claims and its respective related parties, for such loss or damage. The failure of the Lessee to insure its property shall not void this waiver. Lessor and its respective related parties shall not be liable for, and Lessee hereby waives all claims against such parties for business interruption and losses occasioned thereby sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the Premises from any causes whatsoever.

- 9.5 The Premises are to be used and enjoyed at the sole risk of Lessee. Except to the extent resulting from the gross negligence or willful misconduct of Lessor or any Lessor Party, Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Lessee in the performance of any of its obligations under this Agreement ; (b) any injury or death to persons or damage to property occurring within or about the Premises; or (c) the use or occupancy of the Premises by Lessee, any Lessee Parties, or any person occupying the Premises through Lessee.
- 9.6 The Lessee acknowledges and agrees that in instances where the Lessor's security personnel are not present on the premises, the Lessee shall indemnify and hold harmless the Lessor from and against any and all claims, liabilities, damages, losses, costs, and expenses, including but not limited to legal fees and expenses, arising out of or in connection with any incidents, accidents, or occurrences on the lease premises. This indemnification shall extend to any third-party claims arising as a result of the Lessee's use or occupation of the premises during such times.

10. DESTRUCTION OR DAMAGE TO PREMISES

- 10.1 If the Premises are totally destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe, Lessor, in its sole discretion, may provide other rental premises for Lessee, if available, otherwise this Agreement shall terminate as of the date of such total destruction or untenable. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Lessor and Lessee as of the date when the Premises were destroyed or rendered untenable.
- 10.2 If the Premises are partially destroyed or rendered partially untenable by storm, fire earthquake, hurricane or other natural catastrophe, Lessee shall have the option to elect either to terminate this Agreement by written notice to Lessor in accordance with Section 21 or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Lessor to repair, restore or rebuild the Premises at any time, even if Lessee elects to continue this Agreement. The Premises shall be considered partially destroyed or rendered partially untenable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenable.

11. TRANSFER, SUBLETTING AND ASSIGNMENT

- 11.1 Lessee acknowledges that Lessee has no right to transfer, assign or sublet this Agreement, or any right or privilege of Lessee under this Agreement without prior, express, written consent of Lessor.
- 11.2 Any assignment or sublease that is not in compliance with this Section 11 shall be void. The acceptance of rental payments by Lessor from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such assignment or sublease by Lessor.

12. DEFAULT

- 12.1 If Lessee defaults in the payment of any monetary obligation identified herein to Lessor and remains in default for ten (10) calendar days after the date of service of notice of such default by Lessor on Lessee; or if Lessee defaults in the performance of any other covenant or provision of this Agreement required to be complied with by Lessee and remains in default for thirty (30) calendar days after the date of service of notice of such default by Lessor on Lessee, then, Lessor may at once terminate this Agreement by written notice to Lessee.
- 12.2 On the Agreement expiration date, Lessee shall quit and surrender the Premises to Lessor. The Premises shall be surrendered to Lessor vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Lessee shall remove all of Lessee's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Lessee, all Lessee-Owned Property, and all Alterations that Lessee is required to remove. Lessee shall repair any damage to the Premises, including any damage caused by such removal. If Lessee fails to repair any damage caused by the removal of any Alterations, Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor in making any repairs and replacements to the Premises. Any property (including Lessee-Owned Property) not removed by Lessee shall be deemed abandoned and, if Lessor so elects, deemed to be Lessor's property, and may be retained or removed and disposed of by Lessor in such manner as Lessor shall determine. Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor in effecting such removal and disposal. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.
- 12.3 Upon such termination, Lessor may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Lessee. Lessor's failure to exercise its rights after one or more defaults of Lessee shall not be construed as a waiver of Lessor's rights upon any subsequent default.

13. TAXES

- 13.1 Lessor shall not be responsible for the payment of any taxes arising out of or connected with the use of the Premises under this Agreement.

14. EXTERIOR SIGNS

- 14.1 Lessee shall not install and operate signs or displays on the Premises, including the roof, exterior doors and exterior walls of the building in which the Premises are located, or in the windows of the Premises without the prior, express, written consent of Lessor.

15. FIXTURES AND PERSONAL PROPERTY

- 15.1 Lessee may install and operate in and on the Premises such fixtures and personal property as is required for Lessee's permitted use of the Premises, subject to the prior, express, written approval of Lessor.

16. TERMINATION AND NO HOLDING OVER

- 16.1 Lessee shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by Lessee after termination of this Agreement, without the express written consent of Lessor, is not permissible and Lessee shall be required to vacate the Premises immediately without notice.
- 16.2 Lessee and Lessor each shall retain the option to terminate this Agreement at any time by giving ninety (90) days written notice of Lessee's or Lessor's intention to exercise such option to terminate.
- 16.3 Upon any such termination, Lessee shall surrender the Premises to Lessor and remove all personal property from the same and, without requiring legal action to be taken by Lessor, Lessor may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Lessee.
- 16.4 Lessee agrees to return the premises to the Lessor upon the expiration or termination of this Rental Agreement in as good condition and repair as when first received; normal wear and tear expected.

17. FORCE MAJEURE

- 17.1 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's

(“**Impacted Party**”) reasonable control, including, without limitation, the following force majeure events (“**Force Majeure Events**”): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, PANDEMICS, OR QUARANTINES, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of the Impacted Party.

17.2 The Impacted Party shall as soon as reasonably possible, give notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party’s failure or delay remains uncured for a period of fourteen (14) days following written notice given by it under this Section 17, the other party may thereafter terminate this Agreement upon five (5) days’ written notice.

18. RIGHTS CUMULATIVE

18.1 All rights, powers and privileges conferred by this Agreement shall be cumulative and not restrictive of those rights, powers and privileges conferred by law.

19. ATTORNEYS FEES

19.1 In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover reasonable attorney’s fees from the loser through appellate proceedings, subject to the limitations of liability of IRSC under Florida law. Nothing herein shall constitute a waiver of sovereign immunity by IRSC. Venue for mitigation or litigation shall be St. Lucie County, Florida.

20. NO WAIVER

20.1 No failure of Lessor to exercise any right or power given to Lessor under this Agreement, or to insist upon strict compliance by Lessee with the provisions of this Agreement, and no custom or practice of Lessor or Lessee at variance with the provisions of this Agreement, nor acceptance by Lessor of rent or any other payments from any person other than Lessee, shall

constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Agreement.

21. NOTICES

21.1 All notices and other communications, hereinafter collectively referred to as "notices", required by this Agreement to be secured from or given by either party to the other party shall be in writing and the original of said notice shall be delivered Either: (a) by overnight courier delivery by a nationally recognized courier service to the recipient party at such party's address; or (b) sent by United States Certified Mail-Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address; or (c) delivered via email with delivery receipt requested to the recipient party at such party's email address. If sent by United States Certified Main-Return Receipt Requested, the sender of the notice shall "show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is transmitted shall be deemed the date of service of such notice. Any notice, so delivered, mailed, or emailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof, shall be deemed sufficient under this Agreement. Both parties hereto, by proper notice, may at any time and any number of times designate a different address to which notices to said party shall be given.

To Lessee:

Taw Richardson

AgroSource, Inc.

P.O. Box 3091

Tequesta, Florida 33469

Email address: taw.richardson@agrosource.net

Cc'd to: michelle.penton@agrosource.net

To Lessor:

VP of Financial Services

Indian River State College

3209 Virginia Avenue

Fort Pierce, Florida 34981

Email address: epacacha@irsc.edu

Cc'd to: pwinnick@irsc.edu

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the full, complete and entire agreement between Lessor and Lessee; no agent, employee, officer or representative of Lessor or Lessee has authority to make, or has made any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the covenants, terms and provisions of this Agreement. No modification or amendment of this Agreement shall be binding unless such modification or amendment is in

writing, signed by Lessor and Lessee, and by reference incorporated into this Agreement.

23. SEVERABILITY

23.1 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. DUPLICATE ORIGINALS, COUNTERPARTS

24.1 This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to constitute but one and the same instrument. The exchange of signature pages by electronic transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. Signatures of the parties hereto transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

24.2 Lessor and Lessee agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronic signatures, for all purposes of Agreement and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

25. GOVERNING LAW

25.1 The Laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Lessee consents to personal jurisdiction and venue in the state and judicial district in which the building is located. The courts of the state where the building is located shall have exclusive jurisdiction and Lessee hereby agrees to such exclusive jurisdiction.

26. TIME IS OF THE ESSENCE

26.1 Time is off the essence in the performance of each obligation and term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LESSOR

**DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE**

BY: 

DATE: 6/25/2024

WITNESS: Colleen VanGorder

DATE: 6/25/2024

WITNESS: Suzanne Parsons


DATE: 6/25/24

LESSEE

AGROSOURCE, INC.

BY: Taw Richardson, President and CEO

DATE: 6/7/24



WITNESS: _____

DATE: _____

WITNESS: _____

DATE: _____

List of hazardous chemicals, and maximum quantities, that may potentially be used by AgroSource within the leased facility.

Hazardous Chemical and maximum quantities that may be used by AgroSource

Chemical name	CAS No.	Maximum Quantity¹	Safety Data Sheet
phenol	108-95-2	1 liter	msds (fishersci.com)
cycloheximide	66-81-9	5 grams	msds (fishersci.com)
2,4-Dichlorophenoxyacetic acid	94-75-7	100 grams	msds (fishersci.com)
Ethylenediamine tetraacetic acid	60-00-4	100 grams	msds (fishersci.com)
hydrochloric acid, 37%	7647-01-0	500 milliliters	msds (fishersci.com)
sodium hydroxide	1310-73-2	500 grams	msds (fishersci.com)
chloroform	67-66-3	500 milliliters	msds (fishersci.com)
sodium azide	26628-22-8	5 grams	msds (fishersci.com)
acetic acid	64-19-7	500 milliliters	msds (fishersci.com)
acetone	67-64-1	500 milliliters	msds (fishersci.com)
acetonitrile	75-05-8	100 milliliters	msds (fishersci.com)
ammonium acetate	631-61-8	500 grams	msds (fishersci.com)
methanol	67-56-1	500 milliliters	msds (fishersci.com)
potassium hydroxide	1310-58-3	500 grams	msds (fishersci.com)

¹ All quantities listed are well below the reportable levels as indicated by OSHA and CFR guidelines.

[1910.119 App A - List of Highly Hazardous Chemicals, Toxics and Reactives \(Mandatory\) | Occupational Safety and Health Administration \(osha.gov\)](#)

[eCFR :: Appendix A to Part 355, Title 40 -- The List of Extremely Hazardous Substances and Their Threshold Planning Quantities](#)

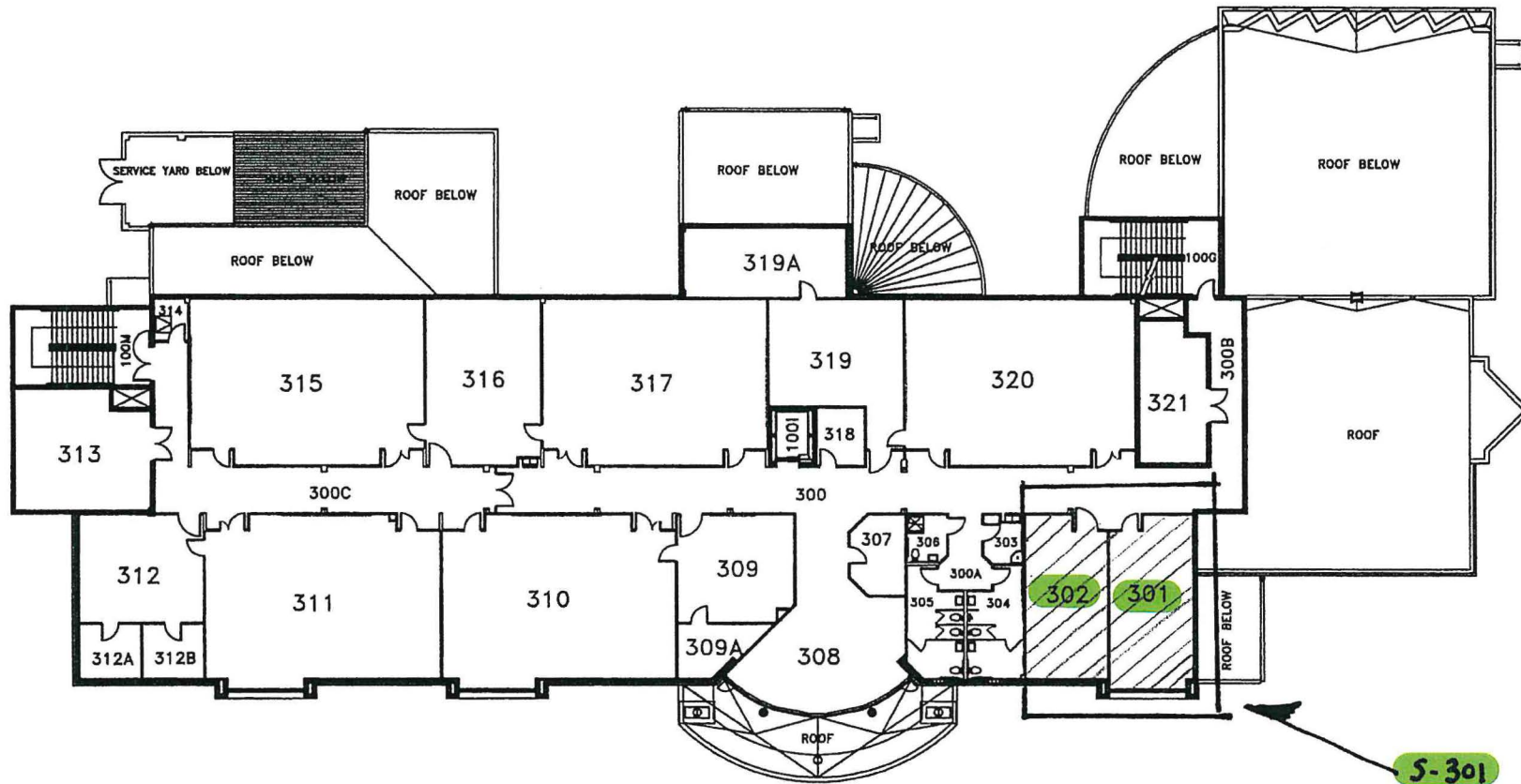
[eCFR :: 40 CFR 302.4 -- Hazardous substances and reportable quantities.](#)

What is our SOP for disposal of these materials, even in small quantities? For example:

AgroSource will abide by all appropriate regulations concerning the proper handling, storage and disposal of any hazardous materials used in the leased facility.



Exhibit A - AgroSource Facilities Lease Agreement




S-301
S-302

3rd FLOOR

ST. LUCIE WEST CENTER - SITE NO. 04

SCALE: 1"=30'

BUILDING	BUILDING LETTER	BUILDING NAME	SQUARE FEET	 INDIAN RIVER STATE COLLEGE	DESIGNATION
7	S	HELEN & WILLIAM THOMAS SCIENCE, TECHNOLOGY, ENGINEERING & MATH CENTER	55,955		4-7-S



TOPIC: Affiliation Agreement with The School Board of Highlands County

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The attached affiliation agreement provides students in the Bachelor of Science Education programs at IRSC their field, practicum and student teaching experiences with school faculty.

ALTERNATIVE(S): Not providing field, practicum and student teaching experiences for our students in the Bachelor of Science Education programs.

FOR CONTRACTS:

1. **TERM:** 5 years upon execution by both parties
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Kris Demarais

DATE: 3/26/26

BOARD ACTION:

DATE: 4/28/26

**AFFILIATION AGREEMENT
BETWEEN
THE SCHOOL BOARD OF HIGHLANDS COUNTY
AND
INDIAN RIVER STATE COLLEGE**

THIS AFFILIATION AGREEMENT (“Agreement”) is entered by and between the School Board of Highlands County, Florida, a Florida political subdivision (“BOARD”), and Indian River State College, as an affiliating agency (“Agency”), collectively the “parties”.

WITNESSETH:

WHEREAS, the Agency is either a governmental entity or an entity authorized to do business in the State of Florida whose offers educational opportunities including clinical education activities; and

WHEREAS, the BOARD supports cooperative ventures with institutions, educational organizations and municipal corporations for the purpose of providing educational programs for students; and

WHEREAS, the BOARD and the Agency desire to enter an agreement for joint activities and cooperation regarding clinical learning experiences to improve the educational opportunities available to students; and

WHEREAS, the entry of this Affiliation Agreement is in the best interest of both parties.

NOW THEREFORE, it is agreed between BOARD and the Agency as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein.
2. Term. This Agreement will be effective upon the date of execution by the parties and will remain in effect for a period of 5 year(s). This Agreement may be renewed for an additional ___ one-year period(s), upon the mutual agreement of the parties.
3. Affiliation Agreement. The BOARD and the Agency agree to cooperate for the purpose of establishing an internship, observation or clinical program for the purpose of required field placement experiences for all B.S. students pursuing teaching certification (hereinafter the “program”) to be titled or commonly referred to as B.S. Field Experiences, if known. The BOARD and the Agency agree as follows terms regarding the program and this Agreement:

A. BOARD’s Responsibilities.

- 1) The BOARD agrees to accept to Agency’s students designated by the Agency for participation in the program. As stated in section 3(B) below, the Agency shall remain at all times during the term of this Agreement responsible for the content and quality of education of the students of the Agency.
- 2) The BOARD agrees to provide facilities and applicable personnel for the benefit of the program. The BOARD may designate a liaison to assist the Agency with the implementation of the program.
- 3) The BOARD and its designed staff will provide reasonable assistance to the Agency in the performance of the program.
- 4) The Superintendent is provided the authority to submit written or oral request to the Agency to remove any student(s) of the Agency from the program who does not adhere to the policies and procedures of the BOARD or who otherwise, in the

opinion of the Superintendent (1) has conduct not acceptable to the standards of performance and ethics as either set or adopted by BOARD in its policies or those contained in Florida law; or (2) done an act or threaten to do an act which would have or has caused disruption or causes concern for the health, safety and welfare of BOARD staff, BOARD students, other Agency's students or any member of the community. In such instance, the Superintendent and/or his/her designee may immediately remove a student of the Agency from a BOARD premises and may do so without first obtaining approval of the Agency. The Agency agrees to remove an Agency's student(s) from the program upon request of the Superintendent and/or his/her designee.

B. Agency's Responsibilities.

- 1) The Agency will be responsible for placement of the Agency's students in the program and the specific clinical experiences within the program. However, under no circumstances will the Agency's students be permitted to contact the Superintendent or administration of the BOARD to request preferred placement.
 - 2) The Agency will be responsible for the implementation, staffing and operation of the clinical and instructional part of the program. The BOARD is under no obligation to meet prerequisites and course requirements that may be set by the Agency. The Agency will continue to be responsible for the overall educational experience and grades of the Agency's students.
 - 3) During times of elevated communicable disease community spread, including a pandemic or epidemic, any and all students, faculty and employees of the Agency will comply with policies and requirements of the BOARD while on BOARD premises.
 - 4) The Agency will instruct its students, faculty and employees to keep confidential and protected information in confidence and not use confidential or protected information for any other purpose than as part of the program described herein.
 - 5) The Agency voluntarily or upon the written request of the Superintendent or his/her designee, will at the Agency's sole expense complete background investigation and screenings on each of its students, employees and agency who have direct contact with students of Highlands County Public Schools as part of the program. The Agency acknowledges that the requirements of the Jessica Lunsford Act, Section 1012.465, Florida Statutes and BOARD policies may be applicable. The Agency agrees to cooperate with the BOARD to obtain compliance with such requirements. The Agency will remove any student of the Agency from the program if such Agency student (1) has a disqualifying offense, or (2) does not meet the background screening requirements, or (3) refuses to a background screening.
 - 6) No student will be discriminated against on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or any other basis protected by law in any aspect of this program.
4. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality

and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

5. Termination. Either party reserves the right to terminate this Agreement upon thirty (30) calendar days advance written notice to the other party; but if any service, project or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the BOARD until said service, project or task is completed and accepted. If at the time of notice of termination, that there are students currently enrolled in the program, such students will be given the reasonable opportunity to complete their clinical program, such completion not to exceed twelve (12) months.

6. Governing Law and Venue. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in a court of competent jurisdiction in and for Highlands County, Florida. In the event of any legal action each party agrees to pay its own attorneys' fees and costs. The BOARD and the Agency agree to comply with all federal, state and local laws.

7. Insurance and Liability. The parties agree that each shall have responsibility for their own individual actions. The BOARD will not be responsible for loss or damage to Agency student's or Agency's faculty's personal property while on property owned or leased by the BOARD. To the extent permitted under Florida law, the Agency and the BOARD will indemnify and hold harmless each other and its employees, officers and board members. This indemnification provision is not applicable if this Agreement is executed between the BOARD and a state agency or a subdivision, as defined in Section 768.28, Florida Statutes or any other Florida Statute applicable to sovereign immunity. During the term of this Agreement, the Agency will maintain in full force and effect general liability insurance in minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and will provide a copy of such coverage to the BOARD within five (5) business days of execution of this Agreement.

8. Independent Contractor. The parties agree that neither party to this Agreement is intended to be a contractor for each other. No faculty and students of the Agency shall be considered or represents themselves as agents, officers, or employees of BOARD. At the same time, no employee or administrator of the BOARD shall be considered or represent themselves as an agent of the Agency.

9. Conflict of Interest. Both parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

10. Public Records.

A. Both parties acknowledge that they are required to comply with all privacy laws applicable, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). The Agency recognizes and acknowledges that by virtue of entering into this Agreement and by being considered an affiliate of BOARD to provide services, the Agency, its employees, officers and agents may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to BOARD networks (hereinafter "Confidential Information"). The Agency agrees that neither it nor any employee, officer or agent of the Agency will at any time, either during or subsequent to the term of this Agreement disclose to any third party, except where permitted or

required by law or where such disclosure is expressly approved by the BOARD in writing, any Confidential Information.

B. In that event the Agency is considered a contractor under Section 119.0701, Florida Statutes, the Agency shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by BOARD to perform the services identified in this Agreement.
2. Upon request from BOARD's custodian of public records, provide BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Agency does not transfer the records to BOARD.
4. Upon completion of this Agreement, transfer, at no cost, to BOARD all public records in possession of the Agency or keep and maintain public records required by BOARD to perform the service. If Agency transfers all public records to BOARD upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BOARD, upon request from BOARD's custodian of public records, in a format that is compatible with the information technology systems of BOARD.

11. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to BOARD:
School Board of Highlands County
ATTN: Human Resources
426 School Street
Sebring, FL 33870

If to Affiliating Agency:
Indian River State College
ATTN: School of Education
3209 Virginia Avenue
Fort Pierce, FL 34981

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

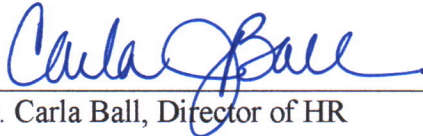
12. Assignment. This Agreement shall not be assigned except with the written consent of the parties. No such consent shall be construed as making BOARD as a party to the assignment or subject BOARD to liability of any kind to any assignee. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

13. Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may not be amended, modified, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year below written.

SCHOOL BOARD OF HIGHLANDS COUNTY:

INDIAN RIVER STATE COLLEGE:



Dr. Carla Ball, Director of HR

Date: _____

01/26/2026

Dr. Timothy Moore, President

Date: _____

Christa Luna, Chair- District Board of Trustees

Date: _____

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Affiliation Agreement with The School Board of Osceola County, Florida

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The attached affiliation agreement provides students in the Bachelor of Science Education programs at IRSC their field, practicum and student teaching experiences with school faculty.

ALTERNATIVE(S): Not providing field, practicum and student teaching experiences for our students in the Bachelor of Science Education programs.

FOR CONTRACTS:

1. **TERM:** 3 years upon execution by both parties
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Kris Demarais

DATE: 3/3/26

BOARD ACTION:

DATE: 4/28/26

**CLINICAL EXPERIENCE AGREEMENT BETWEEN
THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA
AND INDIAN RIVER STATE COLLEGE**

This Clinical Experience Agreement is made by and between The School Board of Osceola County, Florida, a political subdivision of the State of Florida, located at 817 Bill Beck Boulevard, Kissimmee, FL 34744 (hereinafter the "Board"), and INDIAN RIVER STATE COLLEGE, located at 3209 Virginia Ave, Ft. Pierce, FL 34981 (hereinafter the "College").

RECITALS

WHEREAS, the Board is committed to promoting the professional growth of students studying to be teachers and to facilitate the improvement of the quality of teaching;

WHEREAS, the College has a curriculum for student teachers where internship and/or Clinical experience is an integral part of such curriculum.

WHEREAS, the College desires the cooperation of the Board in the development and implementation of an internship/Clinical experience for the benefit of its student teachers;

WHEREAS, the Board desires to participate in the education of student teachers; and

WHEREAS, the Board and the College desire to work together in the development and implementation of certain teaching Clinical experience in the form of a clinical training program for student teachers on the terms and provisions as provided below.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and conditions as contained herein, the parties mutually agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein.

2. Generally:

- a. The education of the College's students shall be the purpose of the clinical training program,
- b. The College assumes **full** responsibility for the education of its students.
- c. The College shall be responsible for selecting the learning experiences of its students with the assistance and cooperation of the Board's personnel.
- d. The College agrees to comply with the established policies of the Board and will require each College employee and student to become acquainted with all pertinent Board rules, regulations, and current policies affecting the Board, its staff, and its students. It will be the responsibility of the Board's administrator, or designated representative, to provide the College and/or College faculty member with the above-mentioned rules, regulations, etc.
- e. The College acknowledges the confidential nature of information regarding the Board's students and the Board's records.

3. College Rights and Responsibilities:

- a. To maintain standards recommended in the rules and regulations consistent with the appropriate accrediting or program approval agency.
- b. To employ qualified faculty who shall be responsible for making decisions regarding the clinical training program.
- c. To inform each student and faculty member that he/she shall be required to complete the Board's security screening requirements, at his/her own expense or at the College's expense, including, without limitation, any required screening pursuant to Section 1012.32, Florida Statutes, as applicable.
- d. To ensure that no student or College employee or agent with a record for an arrest, a plea of nolo contendere (no contest), a withhold of adjudication, a conviction, or other criminal record shall be assigned to a field experience under this Agreement, including, without limitation, any assignment to a Board facility or an assignment to work with a student attending the Board's school, without the proper written approval of the Board in each instance.
- e. To ensure each approved student shall provide to the Board, prior to the commencement of the student assignment, such confidential information of the student as may be required by the internship/placement or as may be deemed necessary by the College and/or the Board for the training and guidance of the student.
- f. To inform its students and faculty members that the Board does not generally provide any compensation to internship participants.

4. College Staff shall be Responsible for:

- a. The supervision of College students on a regular basis.
- b. Maintaining individual records of class and Clinical instruction, evaluating student competence.
- c. Establishing and maintaining ongoing communication explaining to Board personnel the roles of students within the specific clinical training program.
- d. Providing the Board with guidelines for activities the student will complete and a list of the objectives the College intends the students to meet during clinical assignments. This shall include, but not be limited to, providing Board staff with appropriate forms to be used in evaluating the performance of an assigned College student.
- e. Ensuring that only those students who have satisfactorily completed the prerequisite didactic portion of the College curriculum that is applicable to student internships participate in this program.

5. Board Rights and Responsibilities:

- a. To work in cooperation with the College to provide field-based clinical experiences to certain approved College students.

- b. To make facilities and activities for planned learning experiences included in the program curriculum available to the College faculty and students.
- c. To assist in the responsibility for the guidance of College students, particularly in any access-restricted area in which close supervision by Board personnel may be required.
- d. To include members of the staff of the College in Board staff meetings when policies to be discussed will affect or are related to College programs.
- e. The Board's facility director has no immediate responsibility except to communicate with the College any problems that occur and to organize a rotation schedule for the training period.
- f. Emergency medical treatment will be provided by local EMS for the College's students as needed. However, the student will be responsible for his/her own medical expenses.
- g. The College hereby acknowledges that during the course of their participation under the clinical experience program covered by this Agreement, the College's students shall not be considered employees, agents, volunteers, or licensees of the Board in any way. Accordingly, the Board shall not provide the students with workers' compensation insurance, medical/dental insurance, retirement benefits, nor any other employment related benefits provided by the Board to its employees. The College shall obtain written confirmation from the students acknowledging their agreement to the foregoing.

Notwithstanding the foregoing, under some circumstances (e.g., a Temporary Military Veteran's Teaching Certificate, Temporary Teacher Internship Certificate, Long-Term Substitute Teacher of Record or Paraprofessional) students could be paid with or without benefits by the Board while completing Clinical Experience. Students will receive a Subject Area Certified Coach or Mentor with Clinical Educator Training provided by the Board for the duration of the clinical experience at the discretion of both the College and the Board.

6. College Policies:

The College clinical experience program will consist of a minimum total of twelve (12) weeks, which will include didactic and clinical practice at the Board's facility (Clinical experience site). The arrangement of clinical schedules shall be approved by the Board and be based upon the needs of these students and clinical instructors for specific learning experiences to meet the objectives to the program.

7. Request for Withdrawal of College Students:

- a. The participating Board facility has the right to request the College to withdraw any student from its facilities whose conduct or work with its students or personnel is not in the opinion of the administration of the said facility in accordance with acceptable standards of performance.
- b. The College may at any time withdraw its student whose progress, conduct, or work does not meet the standards of the College or continuation in the program. Final action on the student is the responsibility of the College's program director and/or dean of academics.

8. Discontinuance of Agreement:

Either party may terminate this Agreement at any time, without cause, upon providing the other party written notice not less than thirty (30) days prior to the effective termination date.

9. Term and Renewal of Agreement:

This Agreement shall be effective upon execution by both parties and shall have an initial term of three (3) years from such effective date. This Agreement may be renewed upon the express written consent of the parties.

10. Contractual Agreement of College Students:

- a. The Board agrees to provide occupational experiences as determined by the College and Board personnel.
- b. The Board agrees to accept the College's students with the understanding that the number of students assigned to each Board facility will not exceed two (2) students at any one time.

11. Insurance, Waiver, and Release: The College agrees and acknowledges that all of its students participating in this clinical experience program will be covered by professional liability insurance through the College, (certificate attached) and include a waiver of subrogation and release of the Board from any liability. The College agrees to indemnify and hold the Board harmless for the negligence or intentional acts of its students under this Agreement.

12. Additional Provisions:

- a. Indemnification. The College shall indemnify, defend, and hold harmless the Board, its directors, officers, and employees from and against any and all costs, demands, penalties, fines, judgements, expenses, damages, and liabilities, including, but not limited to, reasonable attorneys' fees asserted against or sustained by the indemnity in connection with the College's participation under this Agreement.
- b. Insurance. The College shall obtain and maintain insurance covering claims for personal injury or property damage under one or more policies of general liability insurance with aggregate amounts of not less than two million dollars (\$2,000,000) per occurrence in respect of bodily injury and four million dollars (\$4,000,000) for property damage or such other amount which the facility may reasonably designate in the event said other amount is consistent with industry practices.
- c. Entire Agreement. This Agreement represents the entire agreement among the parties hereto and shall be deemed to supersede any prior discussions or agreements among the parties hereto. This Agreement may not be amended or modified except by written instrument signed by the parties hereto.
- d. Notice. All notices required or permitted hereunder shall be given in writing by hand delivery, by registered or certified mail, postage prepaid, return receipt requested, or by receipted overnight delivery to the addresses indicated above. Notice shall be deemed to have been delivered to a party hereunder upon actual receipt or refusal of receipt if hand delivered or upon the date of receipt or refusal of receipt as reflected on the return. Receipts or other records maintained by the United States Postal Services or the applicable overnight delivery company should be kept as

proof of such delivery. All notices shall be delivered or mailed to the parties at the addresses listed above or at such other places as either party shall designate in writing.

- e. Severability. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.
- f. Full Force and Effect. Except as expressly modified and amended hereby, all terms and provisions of this Agreement shall remain in full force and effect.
- g. Assignment. Neither party may assign this Agreement, nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.
- h. Governing Law and Venue. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall lie in the courts of the Ninth Judicial Circuit in Osceola County, Florida.
- i. Waiver. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- j. Non-Exclusive Agreement. The parties understand and agree that this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable services to and from any other person or entity.
- k. Construction of Agreement. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.
- l. No Establishment of Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the Board or the College.
- m. Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:
 - (a) Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.
 - (b) Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;
 - (c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the contract if the Contractor does not transfer the records to the School Board; and

(d) Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: DANA.SCHAFFER@OSCEOLASCHOOLS.NET.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

- n. Background Check. Pursuant to Section 1012.465, and except as provided in Sections 1012.467 and 1012.468, Florida Statutes, if services provided under this agreement require Contractor and/or Contractor's personnel or subcontractors to be on campus while students are present, or to have direct contact with students, said Contractor, personnel or subcontractors shall submit to a background check and must meet level 2 screening requirements as described in Section 1012.32, Florida Statutes. Contractor shall bear the cost of acquiring the background screening as well as any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided by the Contractor and its personnel or subcontractors. Contractor agrees to notify the School Board immediately upon becoming aware that one of its employees or subcontractors, who was previously certified as completing the background check and meeting the statutory requirements, is subsequently arrested or convicted of any disqualifying offense. The parties


agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with the requirements of this section.

- o. Confidential Student Information. Notwithstanding any provision to the contrary contained in this Agreement, Contractor and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, Contractor, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the School Board, and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the School Board and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Contractor, or its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon Contractor.
- p. Conduct While on School Property. The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.
- q. Illegal Alien Labor. State of Florida, Executive Order 11-116. Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.
- r. Required Instruction. In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last subscribed below.

The School Board of Osceola County, Florida

Indian River State College, Florida

By: 
Superintendent or Authorized Designee

By: _____
Authorized College Designee

Dr. Mark Shanoff

Printed Name

Printed Name

Superintendent

Title

(407) 870-4008

Title

Phone

02-27-20

Phone

Date

Date

mark.shanoff@osceolaschools.net

E-Mail Address

E-Mail Address



TOPIC: Career Pathways Program Articulation Agreements with:

- Okeechobee County School District
- The School Board of Brevard County, Florida
- The School Board of Indian River County, Florida
- The School Board of Martin County, Florida
- The School Board of St. Lucie County, Florida

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the updated and new Career Pathways Program Articulation Agreements between IRSC and our secondary school partners. These agreements allow students to earn college credits and supports our Career & Technical Education programs and workforce progression.

ALTERNATIVE(S): Request revisions prior to approval

TERMS FOR CONTRACTS:

1. **Term:** 2026-2027
2. **Fiscal Impact:** No direct impact. Supports Perkins funding and potential enrollment.
3. **Termination:** Remains in effect until the next school year

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: James Howse

DATE: 3/30/26

BOARD ACTION:

DATE: 4/28/26

Career Pathways Program Articulation Agreement

Between

Indian River State College

And

Okeechobee County School District

This agreement ensures that the students of Okeechobee County are best served by secondary Career & Technical Education (CTE) programs and by Indian River State College in all degree/certification programs where articulated credits are applicable. The following is agreed upon by Okeechobee School District and Indian River State College to ensure that students completing Career Pathways (CTE) Academies are awarded appropriate college credit:

1. Okeechobee County School District graduates may receive college credits or clock hours.
2. Students may be awarded articulation credits as early as the Fall semester following their high school graduation, upon the completion of Indian River State College admission requirements and registration of one or more Indian River State College courses, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in Indian River State College Educational Services. Credits awarded at program selection are final and one-time.
3. The articulated courses will be identified as "Tech Prep" or "Career Pathways" in the appropriate discipline and identified on the college transcript as such. The articulated credits will be included on the student's official college transcript with the designation "satisfactory" and will be counted toward the appropriate degree or certificate.

Cluster(s): 16 Career Clusters Available by FLDOE

Program(s): All Career Pathways Academies

This agreement allows Indian River State College students to receive "Career Pathways" credits upon completion of any Career Pathways Academy within the Okeechobee School District, including but not limited to Aquaculture, Animal Science and Services, Agricultural Communications, Artificial Intelligence Foundation, Introduction to Firefighting, Outboard Marine Service Technology, Principles of Agribusiness and Management, and Technical Agriculture Operations:

GEB 1011	Introduction to Business	3 credits
SLS 1261	Essentials of Contemporary Leadership	3 credits
SLS 1421	Personal and Career Development	3 credits
CGS 1100	Introduction to Computer Applications for Business	3 credits

Cluster: Architecture and Construction Technology

Program: Building Construction Technology #8720300

This agreement awards three (3) "Career Pathways" credits upon completion of Building Construction Technology 1, 2, 4, and 5 as follows:

BCN 1214	Materials and Methods of Constructions – Basic Structure	3 credits
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This agreement awards one (1) "Career Pathways" credit upon completion of Building Construction Technology 3 as follows:

ETD 1320	Introduction to AutoCAD	1 credit
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Cluster: Arts A/V Technology & Communication

Program: Digital Design #8209600

This agreement awards up to three (3) "Career Pathways" credits upon completion of Digital Information Technology, Digital Design 1, and 2 as follows:

DIG 1115	Digital Imaging Fundamentals with Photoshop	3 credits
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Cluster: Education & Training

Program: Teacher Assisting/Principles of Teaching #8909000

This agreement awards three (3) "Career Pathways" credits upon completion of Introduction to the Teaching Profession, Human Growth and Development, and Foundation of Curriculum and Instruction as follows:

EEC 1202	Principles of Early Childhood Curriculum	3 credits
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Cluster: Health Science
Program: Nursing Assistant #8417210

This agreement awards up to one hundred and twenty-five (125) clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundation, and Nursing Assistant 3 as follows:

HCP 0122	Nursing Assistant – Class Room & Lab	125 hours
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Cluster: Law, Public Safety, Corrections & Security
Program: Criminal Justice #8918000

This agreement awards up to three (3) "Career Pathways" credits upon completion of Criminal Justice Operations 1, 2, and 3 as follows:

CJE 1000	Introduction to Law Enforcement	3 credits
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Cluster: Marketing, Sales & Service
Program: Entrepreneurship # 8812100

This agreement awards three (3) "Career Pathways" credits upon completion of Principles of Entrepreneurship, Business Management and Law, and Business Ownership, as follows:

SBM 1000	Entrepreneurship	3 credits
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Cluster: Transportation, Distribution, and Logistics
Program: Automotive Maintenance and Light Repair #9504100

This agreement awards up to three (3) "Career Pathways" credits upon completion of Automotive Maintenance & Light Repair 1, 2, and 3 as follows:

AER 1081C	Introduction to Automotive Technology	3 credits
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Additional credits may be available to students under the Florida Statewide Articulation Agreements, also known as the Gold Standard Agreements. Refer to Indian River State College's Prior Learning Assessment webpage (<https://irsc.edu/admissions/prior-learning-assessment.html>) to review eligible courses and procedures to have articulated credits posted on transcripts.

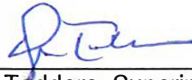
Students should seek advisement at any Indian River State College campus to determine which credits apply to their individual educational goals. Students may request articulated credits as early as the Fall semester following their high school graduation, upon completing Indian River State College admission requirements and registering for one or more Indian River State College courses. Articulation credit may only be awarded within 36 (thirty-six) months from the student's graduation date, and the application of credits to an Indian River State College program is a one-time election process.

Indian River State College's Quad County Career Pathways Consortium and partnered school districts comply with the Code of Federal Regulation §99.31 Exception to Written Consent; therefore, an institution may release personally identifiable information from a student's education record without the student's written consent as required in §99.30 if the disclosure meets one or more of the following conditions:

- The disclosure is to other school officials, including teachers, whom the institution has determined to have legitimate educational interests. A contractor or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official. An educational agency or institution must use reasonable methods to ensure that school officials have access only to those education records in which they have a legitimate educational interest.
- The disclosure is to officials of another institution of post-secondary education where the student seeks or intends to enroll.
- The disclosure is to authorized representatives or federal, state, or local educational authorities.
- The disclosure is information the educational agency or institution has designated as "directory information."

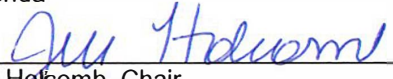
This agreement will be effective upon the signing of the district superintendent, the college president, and their respective board chairs. The articulated credits in this agreement will apply to 2027 high school graduates and will remain in effect until both parties approve the next deal. The 2025 and 2026 high school graduates shall continue to receive credits under the previous contract. This agreement allows for modifications to be made at any time upon the mutual agreement of the college president and the district superintendent. Changes and/or revocation of this agreement will not affect credits awarded to students before the revision date.

Timothy E. Moore, Ph.D., President
Indian River State College



Dylan Tedders, Superintendent
Okeechobee County School Board,
Florida

Christa Luna, Chair
Indian River State College Board of Trustees



Jill Holcomb, Chair
Okeechobee County School Board, Florida



Career Pathways Program Articulation Agreement

Between

Indian River State College

And

The School Board of Brevard County, Florida

This agreement ensures that the students of Brevard County are best served by secondary career & technical programs (CTE) and by Indian River State College (Indian River State College) in all degree/certification programs where articulated credits are applicable. The following is agreed upon by the School Board of Brevard County, Florida ("School Board") and Indian River State College to ensure that students completing Career Pathways Academies are awarded appropriate college credit:

1. The School Board graduates may receive college credits or clock hours.
2. Students will be awarded articulation credits upon initial registration at Indian River State College, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in Indian River State College Educational Services. Credits awarded at program selection are final and one-time.
3. The articulated courses will be identified as "Tech Prep" or "Career Pathways" in the appropriate discipline and identified on the college transcript as such. The articulated credits will be included on the student's official college transcript with the designation "satisfactory" and will be counted toward the appropriate degree or certificate.

Cluster(s): 16 Career Clusters Available by FLDOE

Program(s): All Career Pathways Academies

This agreement gives Indian River State College students the opportunity to receive “Career Pathways” credits upon completion of any Career Pathways Academy within the Brevard County School Board:

GEB1011	Introduction to Business	3 credits
SLS1261	Essentials of Contemporary Leadership	3 credits
SLS1421	Personal and Career Development	3 credits
CGS1100	Introduction to Computer Application for Business	3 credits

Cluster: Hospitality and Tourism

Program: Culinary Arts #8800500

This agreement awards up to three (3) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 as follows:

FSS 1203C	Quantity Food Production I	3 credits
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This agreement awards three (3) “Career Pathways” credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Additional credits are available to students under the Florida Statewide Articulation Agreements, also known as the Gold Standard Agreements. Refer to Indian River State College's Prior Learning Assessment webpage (<https://irsc.edu/admissions/prior-learning-assessment.html>) to review eligible courses and procedures to have articulated credits posted on transcripts.

Students should seek advisement at any Indian River State College campus to determine which credits are applicable to their individual educational goals. Students may request articulated credits in the Fall semester following their high school graduation, upon completing Indian River State College admission requirements and registering for one or more Indian River State College courses. Articulation credit may only be awarded within 36 (thirty- six) months from the student's graduation date, and the Application of Credits to an Indian River State College program is a one-time election process.

Indian River State College and Brevard County School District are in compliance with the Code of Federal Regulation §99.31 Exception to Written Consent; therefore, an institution may release personally identifiable information from a student's education record without the student's written consent as required in §99.30 if the disclosure meets one or more of the following conditions:

1. The disclosure is to other school officials, including teachers, whom the institution has determined to have legitimate educational interests. A contractor or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official. An educational agency or institution must use reasonable methods to ensure that school officials have access only to those education records in which they have a legitimate educational interest.
2. The disclosure is to officials of another institution of post-secondary education where the student seeks or intends to enroll.
3. The disclosure is to authorized representatives or federal, state, or local educational authorities.
4. The disclosure is information the educational agency or institution has designated as "directory information."

This agreement will be effective upon the signing of the district superintendent, the college president, and their respective board chairpersons. The articulated credits in this agreement will apply to 2027 high school graduates and will remain in effect until the next agreement is approved by both parties. The 2025 and 2026 high school graduates shall continue to receive credits under the previous agreement. This agreement allows for modifications to be made at any time upon the mutual agreement of the college president and the district superintendent. Modifications and/or revocation of this agreement will not affect credits awarded to students prior to the revision date.

Timothy E. Moore, Ph.D., President
Indian River State College

Dr. Mark Rendell, Superintendent,
The School Board of Brevard County,
Florida

Christa Luna, Chair
Indian River State College Board of Trustees

Gene Trent, Board Chair
The Brevard County School Board,
Florida

Date 4/28/26

Date _____

Career Pathways Program Articulation Agreement

Between

Indian River State College

And

School Board of Indian River County

This agreement ensures that the students of Indian River County are best served by secondary career & technical programs (CTE) and by Indian River State College (Indian River State College) in all degree/certification programs where articulated credits are applicable. The following is agreed upon by the School Board of Indian River County and Indian River State College to ensure that students completing Career Pathways (CTE) Academies are awarded appropriate college credit:

1. School Board of Indian River County graduates may receive college credits or clock hours.
2. Students may be awarded articulation credits as early as the Fall semester following their high school graduation, upon the completion of Indian River State College admission requirements and registration of one or more Indian River State College courses, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in Indian River State College Educational Services. Credits awarded at program selection are final and one-time.
3. The articulated courses will be identified as "Tech Prep" or "Career Pathways" in the appropriate discipline and identified on the college transcript as such. The articulated credits will be included on the student's official college transcript with the designation "satisfactory" and will be counted toward the appropriate degree or certificate.

Cluster(s): 16 Career Clusters Available by FLDOE

Program(s): All Career Pathways Academies

This agreement gives Indian River State College students the opportunity to receive “Career Pathways” credits upon completion of any Career Pathways Academy within Indian River School District, including but not limited to Aerospace Technologies and Promotional Enterprise:

GEB1011	Introduction to Business	3 credits
SLS1261	Essentials of Contemporary Leadership	3 credits
SLS1421	Personal and Career Development	3 credits
CGS 1100	Intro to Computer Applications for Business	3 credits

Cluster: Arts A/V Technology & Communication

Program: Digital Design #8209600

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Information Technology, Digital Design 1, and 2 as follows:

DIG 1115	Digital Imaging Fundamentals with Photoshop	3 credits
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Cluster: Arts A/V Technology & Communication

Program: Digital Video Technology #8201400

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Video Technology 1, 2, and 3 as follows:

DIG 2030	Digital Video Fundamentals	3 credits
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Cluster: Business, Management & Administration

Program: Business Management and Analysis #8301100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Information Technology, Business and Entrepreneurial Principles, and Accounting Applications I as follows:

GEB1011	Introduction to Business	3 credits
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Cluster: Health Science

Program: Nursing Assistant #8417210

This agreement awards up to one hundred twenty-five (125) “Career Pathways” clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundations, and Nursing Assistant 3 as follows:

HCP 0122	Nursing Assistant - Classroom & Lab	125 hours
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Cluster: Hospitality and Tourism

Program: Culinary Arts #8800500

This agreement awards up to three (3) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 (Track 1 Hospitality, Track 2 – Baking, or Track 3 – Gastronomy/Garde Manger Skills) as follows:

FSS 1203C	Quantity Food Production I	3 credits
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This agreement awards three (3) “Career Pathways” credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Cluster: Information Technology

Program: Web Application Development and Programming #9001100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Information Technology, Foundations of Web Design, and User Interface Design as follows:

CGS1821	Website Development	3 credits
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Cluster: Manufacturing

Program: Biotechnology #8736000

This agreement awards up to four (4) “Career Pathways” credits upon completion of Biotechnology 1, 2, and 3 as follows:

BSC 1020	Introduction to Human Biology	3 credits
BSC 1020L	Introduction to Human Biology Lab	1 credit

Cluster: Marketing, Sales & Service

Program: Marketing, Management, and Entrepreneurial Principles #8827130

This agreement awards three (3) “Career Pathways” credits upon completion of Marketing Essentials, Marketing Applications, Marketing Management, and Business Ownership as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Transportation, Distribution, and Logistics

Program: Automotive Maintenance and Light Repair #9504100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Automotive Maintenance & Light Repair 1, 2, and 3 as follows:

AER 1081C	Introduction to Automotive Technology	3 credits
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Additional credits may be available to students under the Florida Statewide Articulation Agreements, also known as the Gold Standard Agreements. Refer to Indian River State College's Prior Learning Assessment webpage (<https://irsc.edu/admissions/prior-learning-assessment.html>) to review eligible courses and procedures to have articulated credits posted on transcripts.

Students should seek advisement at any Indian River State College campus to determine which credits are applicable to their individual educational goals. Students may request articulated credits as early as the Fall semester following their high school graduation, upon completing Indian River State College admission requirements and registering for one or more Indian River State College courses. Articulation credit may only be awarded within 36 (thirty-six) months from the student's graduation date, and the application of credits to an Indian River State College program is a one-time election process.

Indian River State College's Quad County Career Pathways Consortium and partnered school districts are in compliance with the Code of Federal Regulation §99.31 Exception to Written Consent; therefore, an institution may release personally identifiable information from a student's education record without the student's written consent as required in §99.30 if the disclosure meets one or more of the following conditions:

- The disclosure is to other school officials, including teachers, whom the institution has determined to have legitimate educational interests. A contractor or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official. An educational agency or institution must use reasonable methods to ensure that school officials have access only to those education records in which they have a legitimate educational interest.
- The disclosure is to officials of another institution of post-secondary education where the student seeks or intends to enroll.
- The disclosure is to authorized representatives or federal, state, or local educational authorities.
- The disclosure is information the educational agency or institution has designated as "directory information."

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act, subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

Indian River State College shall indemnify and hold harmless the School Board of Indian River County, and its officers, and their employees, for all liabilities, damages, losses, costs or other obligations including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional act of Indian River State College District Board of Trustees, its agents, employees, guests, invitees, licensees, or assigns to the extent that doing so does not waive the Indian River State College District Board of Trustees' rights to sovereign immunity as provided under Florida Statutes Chapter 768. Precautions shall be taken at all times to protect persons, including employees, and property. Consistent with Florida Statute §768.28(19), nothing herein shall require the Indian River State College District Board of Trustees to indemnify the School Board of Indian River County for the School Board of Indian River County's negligence or to assume liability for the School Board of Indian River County's negligence. Indian River State College and the School District of Indian River, Florida shall provide each other with proof of General Liability Insurance:

School District of Indian River, Florida: Each Occurrence \$1,000,000; General Aggregate \$3,000,000.

Indian River State College: Each Occurrence \$1,000,000; General Aggregate \$3,000,000. Indian River State College shall provide a Certificate of Liability Insurance listing “School Board of Indian River County” as an “additional insured” with a thirty (30) day notice of cancellation.

Indian State College and the School District of Indian River, Florida, further agree to secure insurance coverage for its own buildings and contents.

Indian River State College and the School District of Indian River, Florida, agree to provide adequate Worker’s Compensation insurance coverage as required by Chapter 440. F.S. Specifically, nothing contained herein shall be deemed a waiver of Sovereign Immunity or any statutory limitation on liability of either party. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subject to and governed by Sec. 768.28, F.S., as amended.

Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person enrollment or participation in the dual enrollment program based upon the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

This agreement will be effective upon the signing of the district superintendent, the college president, and their respective board chairs. The articulated credits in this agreement will apply to 2026 high school graduates and will remain in effect until the next agreement is approved by both parties. The 2024 and 2025 high school graduates shall continue to receive credits under the previous agreement. This agreement allows for modifications to be made at any time upon the mutual agreement of the college president and the district superintendent. Modifications and/or revocation of this agreement will not affect credits awarded to students prior to the revision date.

Timothy E. Moore, Ph.D., President
Indian River State College

David K. Moore, Ed.D., Superintendent
The School Board of Indian River County,
Florida

Christa Luna, Chair
Indian River State College Board of Trustees

Teri L. Barenborg, Chair
The School Board of Indian River County,
Florida

Date _____

Date _____

Career Pathways Program Articulation Agreement

Between

Indian River State College

And

Martin County School District

This agreement ensures that the students of Martin County are best served by secondary career & technical programs (CTE) and by Indian River State College in all degree/certification programs where articulated credits are applicable. The following is agreed upon by Martin School Districts and Indian River State College to ensure that students completing Career Pathways (CTE) Academies are awarded appropriate college credit:

1. Martin County School District graduates may receive college credits or clock hours.
2. Students may be awarded articulation credits as early as the Fall semester following their high school graduation, upon the completion of Indian River State College admission requirements and registration of one or more Indian River State College courses, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in Indian River State College Educational Services. Credits awarded at program selection are final and one-time.
3. The articulated courses will be identified as "Tech Prep" or "Career Pathways" in the appropriate discipline and identified on the college transcript as such. The articulated credits will be included on the student's official college transcript with the designation "satisfactory" and will be counted toward the appropriate degree or certificate.

Cluster(s): 16 Career Clusters Available by FLDOE

Program(s): All Career Pathways Academies

This agreement allows Indian River State College students to receive “Career Pathways” credits upon completion of any Career Pathways Academy within Martin School District, including but not limited to Agrotechnology, Engineering Pathways, Applied Information Technology, and Civil & Surveying Drafting:

GEB1011	Introduction to Business	3 credits
SLS1261	Essentials of Contemporary Leadership	3 credits
SLS1421	Personal and Career Development	3 credits
CGS1100	Introduction to Computer Applications for Business	3 credits

Cluster: Agriculture, Food, and Natural Resources

Program: Landscape Operations and Turf Management #8002100

This agreement awards up to six (6) “Career Pathways” credits upon completion of Agri-Science Foundation 1, Introductory Horticulture 2, and Horticulture Science 3, as follows:

HOS 1010	Fundamentals of Horticulture	3 credits
ORH 1510	Plant Identification	3 credits

Cluster: Architecture and Construction

Program: Building Construction Technology #8720300

This agreement awards up to three (3) “Career Pathways” credits upon completion of Building Construction 1, 2, and 3 as follows:

BCN 1214	Materials and Methods of Construction – Basic Structure	3 credits
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Cluster: Architecture and Construction

Program: HVACR #8723000

This agreement awards up to three (3) “Career Pathways” credits upon completion of the Air Conditioning, Refrigeration & Heating Technology 1, Air Conditioning, Refrigeration & Heating Technology 2, and Air Conditioning, Refrigeration & Heating Technology 3 as follows:

ACR 1008	Principles of A/C and Refrigeration	3 credits
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Cluster: Arts, A/V Technology and Communication

Program: Digital Photography #8201300

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Photography Technology 1, 2, and 3 as follows:

PGY 1800	Principles of Digital Photography	3 credits
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Cluster: Arts A/V Technology & Communication

Program: Digital Design #8209600

This agreement awards up to three (3) "Career Pathways" credits upon completion of Digital Information Technology, Digital Design 1 and 2 as follows:

DIG 1115	Digital Imaging Fundamentals with Photoshop	3 credits
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Cluster: Arts A/V Technology & Communication

Program: Digital Video Technology #8201400

This agreement awards up to three (3) "Career Pathways" credits upon completion of Digital Video Technology 1, 2, and 3 as follows:

DIG 2030	Digital Video Fundamentals	3 credits
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Cluster: Education & Training

Program: Early Childhood Education #8405100

This agreement awards up to nine (9) "Career Pathways" credits upon completion of Early Childhood Education 1, 2, & 3 as follows:

EEC 2948	Practicum Curriculum	3 credits
EEC 1947	Practicum in Teaching Strategies	3 credits
EEC 1946	Practicum in CDA Assessment	3 credits

Cluster: Health Science

Program: Allied Health Assisting #8417130

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundations, and Allied Health Assisting 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Electrocardiograph Technician #8427100

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundations, and Electrocardiograph Technician 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Exercise Science #8417000

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy & Physiology, Health Science Foundations, and Emergency Medical Responder 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Nursing Assistant #8417210

This agreement awards up to one hundred and twenty-five (125) “Career Pathways” clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundations, and Nursing Assistant 3 as follows:

HCP 0122	Nursing Assistant - Classroom & Lab	125 hours
HSC 0003	Introduction to Healthcare	90 hours
HSC 0540	Body Structure and Function	80 hours

Cluster: Hospitality and Tourism

Program: Culinary Arts #8800500

This agreement awards up to six (6) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 as follows:

FSS 1203C	Quality Food Production I	3 credits
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This agreement awards three (3) “Career Pathways” credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Cluster: Hospitality and Tourism

Program: Hospitality and Tourism Management #8703100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 as follows:

HFT 1000	Introduction to Hospitality and Tourism	3 credits
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This agreement awards up to three (3) credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Cluster: Law, Public Safety, Corrections & Security

Program: Criminal Justice #8918000

This agreement awards up to three (3) “Career Pathways” credits upon completion of Criminal Justice Operations 1, 2, and 3 as follows:

CJE 1000	Introduction to Law Enforcement	3 credits
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Cluster: Marketing, Sales & Service

Program: Entrepreneurship #8812100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Principles of Entrepreneurship, Business Management and Law, and Business Ownership as follows:

GEB 1011	Introduction to Business	3 credits
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Cluster: Marketing, Sales & Service

Program: Marketing, Management and Entrepreneurial Principles #8827400

This agreement awards up to three (3) “Career Pathways” credits upon completion of the Marketing Essentials, Marketing Applications, and (SRE) Marketing Management as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Marketing, Sales & Service

Program: Sports, Recreation and Entertainment Marketing #8827400

This agreement awards up to three (3) “Career Pathways” credits upon completion of the (SRE) Marketing Essentials, (SRE) Marketing Applications, and (SRE) Marketing Management as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Manufacturing

Program: Welding #9204400

This agreement awards up to three (3) “Career Pathways” credits upon completion of the Welding Technology Fundamentals 1, Welding Technology Fundamentals 2, and Welding Technology Fundamentals 3 as follows:

PMT 0108	Introduction to Welding	150 hours
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Cluster: Transportation, Distribution, and Logistics

Program: Automotive Maintenance and Light Repair #9504100

This agreement awards up to eight (6) “Career Pathways” credits upon completion of Automotive Maintenance & Light Repair 1, 2, and 3 as follows:

AER 1081C	Introduction to Automotive Technology	3 credits
AER 1694C	Introduction to Automotive Electrical Systems	3 credits

Additional credits may be available to students under the Florida Statewide Articulation Agreements, also known as the Gold Standard Agreements. Refer to Indian River State College's Prior Learning Assessment webpage (<https://irsc.edu/admissions/prior-learning-assessment.html>) to review eligible courses and procedures to have articulated credits posted on transcripts.

Students should seek advisement at any Indian River State College campus to determine which credits apply to their individual educational goals. Students may request articulated credits as early as the Fall semester following their high school graduation, upon completing Indian River State College admission requirements and registering for one or more Indian River State College courses. Articulation credit may only be awarded within 36 (thirty-six) months from the student's graduation date, and the application of credits to an Indian River State College program is a one-time election process.

Indian River State College's Quad County Career Pathways Consortium and partnered school districts comply with the Code of Federal Regulation §99.31 Exception to Written Consent; therefore, an institution may release personally identifiable information from a student's education record without the student's written consent as required in §99.30 if the disclosure meets one or more of the following conditions:

- The disclosure is to other school officials, including teachers, whom the institution has determined to have legitimate educational interests. A contractor or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official. An educational agency or institution must use reasonable methods to ensure that school officials have access only to those education records in which they have a legitimate educational interest.
- The disclosure is to officials of another institution of post-secondary education where the student seeks or intends to enroll.
- The disclosure is to authorized representatives or federal, state, or local educational authorities.
- The disclosure is information the educational agency or institution has designated as "directory information."

This agreement will be effective upon the signing of the district superintendent, the college president, and their respective board chairs. The articulated credits in this agreement will apply to 2027 high school graduates and will remain in effect until both parties approve the next deal. The 2025 and 2026 high school graduates shall continue to receive credits under the previous contract. This agreement allows for modifications to be made at any time upon the mutual agreement of the college president and the district superintendent. Changes and/or revocation of this agreement will not affect credits awarded to students before the revision date.

Timothy E. Moore, Ph.D., President
Indian River State College

Michael Maine, Superintendent
The School Board of Martin County, Florida

Christa Luna, Chair
Indian River State College Board of Trustees
Date 4/28/26

Jennifer Russell, Chair
The School Board of Martin County, Florida
Date _____

Career Pathways Program Articulation Agreement

Between

Indian River State College

And

St Lucie County School District

This agreement ensures that the students of St Lucie County are best served by secondary career & technical programs (CTE) and by Indian River State College in all degree/certification programs where articulated credits are applicable. The following is agreed upon by St Lucie School District and Indian River State College to ensure that students completing Career Pathways (CTE) Academies are awarded appropriate college credit:

1. St Lucie County School District graduates may receive college credits or clock hours.
2. Students may be awarded articulation credits as early as the Fall semester following their high school graduation, upon the completion of Indian River State College admission requirements and registration of one or more Indian River State College courses, except where entrance/competency exams are needed based on program acceptance and/or course placement, and as part of the program selection process in Indian River State College Educational Services. Credits awarded at program selection are final and one-time.
3. The articulated courses will be identified as "Tech Prep" or "Career Pathways" in the appropriate discipline and identified on the college transcript as such. The articulated credits will be included on the student's official college transcript with the designation "satisfactory" and will be counted toward the appropriate degree or certificate.

Cluster(s): 16 Career Clusters Available by FLDOE

Program(s): All Career Pathways Academies

This agreement allows Indian River State College students to receive “Career Pathways” credits upon completion of any Career Pathways Academy within St Lucie School District, including but not limited to Outboard Marine Service Technology, Project Lead the Way/ Engineering Technology, and Veterinary Assisting:

GEB 1011	Introduction to Business	3 credits
SLS 1261	Essentials of Contemporary Leadership	3 credits
SLS 1421	Personal and Career Development	3 credits
CGS 1100	Intro to Computer Applications for Business	3 credits

Cluster: Agriculture, Food, and Natural Resources

Program: Technical Agriculture Operations #8005100

This agreement awards four (4) "Career Pathways" credits upon completion of Agriculture Foundation 1, Technical Agriculture Operations 2, and 3 as follows:

AER 1081C	Introduction to Automotive Technology	4 credits
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Cluster: Architecture and Construction

Program: Building Construction Technology #8720300

This agreement awards up to three (3) "Career Pathways" credits upon completion of Building Construction 1, 2, and 3 as follows.

BCN 1214	Materials and Methods of Constructions - Basic Structure	3 credits
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Cluster: Arts, A/V Technology and Communication

Program: 3-D Animation Technology #8718100

This agreement awards up to three (3) "Career Pathways" credits upon completion of 3-D Animation Technology 1, 2, and 3 as follows.

DIG 1000	Introduction to Digital Media	3 credits
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Cluster: Arts A/V Technology & Communication

Program: Commercial Art # 8718000

This agreement awards up to three (3) “Career Pathways” credits upon completion of Information Commercial Art Technology 1, 2, and 3 as follows:

DIG 1000	Introduction to Digital Media	3 credits
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Cluster: Arts A/V Technology & Communication

Program: Digital Design #8209600

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Information Technology, Digital Design 1, and 2 as follows:

DIG 1115	Digital Imaging Fundamentals with Photoshop	3 credits
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Cluster: Arts A/V Technology & Communication
Program: Digital Media Multimedia Design #8201200

This agreement awards up to three (3) “Career Pathways” credits upon completion of Information Technology, Digital Media Fundamentals, and Digital Media Production System as follows:

DIG 1115	Digital Imaging 1	3 credits
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Cluster: Arts A/V Technology & Communication
Program: Digital Video Technology # 8201400

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Video Technology 1, 2, and 3 as follows:

DIG 2030	Digital Video Fundamentals	3 credits
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Cluster: Arts, A/V Technology & Communication
Program: Television Production Technology #8201500

This agreement awards up to three (3) “Career Pathways” credits upon completion of Television Production 1, 2, and 3 as follows:

DIG 2030	Digital Video Fundamentals	3 credits
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Cluster: Business Management & Administration
Program: International Business #8216100

This agreement awards three (3) “Career Pathways” credits upon completion of Introduction to Information Technology, Accounting Application 1, and International Business Systems as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Education & Training
Program: Early Childhood Education #8405100

This agreement awards up to nine (9) “Career Pathways” credits upon completion of Early Childhood Education 1, 2, & 3 as follows:

EEC 2948	Practicum Curriculum	3 credits
EEC 1947	Practicum in Teaching Strategies	3 credits
EEC 1946	Practicum in CDA Assessment	3 credits

Cluster: Education & Training

Program: Teacher Assisting/Principles of Teaching #8909000

This agreement awards three (3) “Career Pathways” credits upon completion of Introduction to the Teaching Profession, Human Growth & Development, and Foundations of Curriculum and Instruction as follows:

EEC1202 Principles of Early Childhood Curriculum 3 credits

Cluster: Engineering

Program: Applied Engineering Technology #8401100

This agreement awards three (3) “Career Pathways” credits upon completion of Introduction to the Applied Engineering Technology 1, 2, and 3 as follows:

CIS 1000 Introduction to Information Technology 3 credits

Cluster: Engineering

Program: Technical Design #8401000

This agreement awards three (3) “Career Pathways” credits upon completion of Technical Design 1, 2, and 3 as follows:

AER 1018C Introduction to Automotive Technology 4 credits

Cluster: Engineering

Program: Applied Robotics #9410100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Foundations of Robotics, Robotic Design Essentials, and Robotic Systems, as follows:

ETS 2676 Introduction to Robotics 3 credits

Cluster: Health Science

Program: Allied Health Assisting #8417130

This agreement awards up to two hundred and seventy (170) “Career Pathways” clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundations, and Allied Health Assisting 3 as follows:

HSC 0540 Body Structure and Function 80 hours

HSC 0003 Introduction to Healthcare 90 hours

Cluster: Health Science

Program: Biomedical Science #8708100

This agreement awards up to four (4) “Career Pathways” credits upon completion of Principles of the Biomedical Sciences, Human Body Systems, and Medical Interventions as follows:

BSC 1020 Introduction to Human Biology 3 credits

BSC 1020L Introduction to Human Biology Lab 1 credit

Cluster: Health Science

Program: Electrocardiograph Technician #8427100

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundation, and Electrocardiograph Technician 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Emergency Medical Responder #8417170

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy & Physiology, Health Science Foundation, and Emergency Medical Responder 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Exercise Science #8417000

This agreement awards up to one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundation, and Exercise Science as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Health Unit Coordinator Academy # 8417280

This agreement awards one hundred and seventy (170) "Career Pathways" clock hours upon completion of Health Science Anatomy & Physiology, Health Science Foundation, Health Unit Coordinator 1, and Health Unit Coordinator 2 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Pharmacy Technician #8418200

This agreement awards one hundred and seventy (170) "Career Pathways" clock hours upon completion of Pharmacy Technician 1, 2, and 3 as follows:

HSC 0540	Body Structure and Function	80 hours
HSC 0003	Introduction to Healthcare	90 hours

Cluster: Health Science

Program: Nursing Assistant #8417210

This agreement awards up to one hundred and twenty-five (125) “Career Pathways” clock hours upon completion of Health Science Anatomy and Physiology, Health Science Foundation, and Nursing Assistant 3 as follows:

HCP 0122	Nursing Assistant - Classroom & lab	125 hours
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Cluster: Hospitality and Tourism

Program: Culinary Arts #8800500

This agreement awards up to three (3) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 as follows:

FSS 1203C	Quantity Food Production I	3 credits
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This agreement awards three (3) “Career Pathways” credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Cluster: Hospitality and Tourism

Program: Hospitality and Tourism Management #8703100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Culinary Arts 1, 2, and 3 as follows:

HFT 1000	Introduction to Hospitality and Tourism	3 credits
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This agreement awards up to three (3) credits upon completion of the Certified Food Protection Manager (SERV Safe®) Gold Standard Industry Certification:

FOS 2201	Food Service Sanitation Management	3 credits
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Cluster: Information Technology

Program: Applied Cyber Security #9001300

This agreement awards up to three (3) “Career Pathways” credits upon completion of Digital Information Technology, Computer and Network Security Fundamentals, Cyber Security Fundamentals, and Web Security as follows:

CTS 2120	Security Fundamentals (Security +)	3 credits
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Cluster: Information Technology

Program: Database and Programming Essentials # 8206400

This agreement awards up to three (3) “Career Pathways” credits upon completion of Introduction to Information Technology, Specialized Database Programming, and Specialized Database Applications as follows:

COP 2700	Database Programming	3 credits
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Cluster: Manufacturing

Program: Industrial Biotechnology #8736000

This agreement awards up to four (4) “Career Pathways” credits upon completion of Biotechnology 1, 2, and 3 as follows:

BSC 1020	Introduction to Human Biology	3 credits
BSC 1020L	Introduction to Human Biology Lab	1 credit

Cluster: Marketing

Program: Marketing, Management and Entrepreneurial Principles #9200500

This agreement awards up to three (3) “Career Pathways” credits upon completion of Marketing Essentials or Sport, Recreation, and Entertainment Essentials, Marketing Applications or Sport, Recreation, and Entertainment Applications, Sport, Recreation, and Entertainment Marketing Management as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Marketing

Program: Sports, Recreation, and Entertainment Marketing #8827400

This agreement awards up to three (3) “Career Pathways” credits upon completion of Marketing Essentials or Sport, Recreation, and Entertainment Essentials, Marketing Applications or Sport, Recreation, and Entertainment Applications, Sport, Recreation, and Entertainment Marketing Management as follows:

MKA 2021	Salesmanship	3 credits
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Cluster: Transportation, Distribution, and Logistics

Program: Automotive Maintenance and Light Repair #9504100

This agreement awards up to three (3) “Career Pathways” credits upon completion of Automotive Maintenance & Light Repair 1, 2, and 3 as follows:

AER 1081C	Introduction to Automotive Technology	3 credits
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Additional credits may be available to students under the Florida Statewide Articulation Agreements, also known as the Gold Standard Agreements. Refer to Indian River State College's Prior Learning Assessment webpage (<https://irsc.edu/admissions/prior-learning-assessment.html>) to review eligible courses and procedures to have articulated credits posted on transcripts.

Students should seek advisement at any Indian River State College campus to determine which credits apply to their individual educational goals. Students may request articulated credits as early as the Fall semester following their high school graduation, upon completing Indian River State College admission requirements and registering for one or more Indian River State College courses. Articulation credit may only be awarded within 36 (thirty-six) months from the student's graduation date, and the application of credits to an Indian River State College program is a one-time election process.

Indian River State College's Quad County Career Pathways Consortium and partnered school districts comply with the Code of Federal Regulation §99.31 Exception to Written Consent; therefore, an institution may release personally identifiable information from a student's education record without the student's written consent as required in §99.30 if the disclosure meets one or more of the following conditions:

- The disclosure is to other school officials, including teachers, whom the institution has determined to have legitimate educational interests. A contractor or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official. An educational agency or institution must use reasonable methods to ensure that school officials have access only to those education records in which they have a legitimate educational interest.
- The disclosure is to officials of another institution of post-secondary education where the student seeks or intends to enroll.
- The disclosure is to authorized representatives or federal, state, or local educational authorities.
- The disclosure is information the educational agency or institution has designated as "directory information."

This agreement will be effective upon the signing of the district superintendent, the college president, and their respective board chairpersons. The articulated credits in this agreement will apply to 2027 high school graduates and will remain in effect until both parties approve the next deal. The 2025 and 2026 high school graduates shall continue to receive credits under the previous contract. This agreement allows for modifications to be made at any time upon the mutual agreement of the college president and the district superintendent. Changes and/or revocation of this agreement will not affect credits awarded to students before the revision date.

Timothy E. Moore, Ph.D., President
Indian River State College

Johnathan Prince, Ph.D. Superintendent
The School Board of St Lucie County,
Florida

Christa Luna, Chair
Indian River State College Board of Trustees

Troy Ingersoll, Chair
The School Board of St Lucie County,
Florida

Date 4/28/26

Date _____

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC: Clinical Affiliation Agreements:

- East Florida Division, Inc. (Allied Health)
- East Florida Division, Inc. (Nursing)
- Okeechobee Health Care Facility
- Ovation Rehabilitation Services LLC
- State of Florida, Department of Health, Martin County Health Department

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Board approval is requested for the attached Clinical Affiliation Agreements (Health Science Student(s) Experience Agreements) in which the named health care agencies have agreed to provide their facility for Health Science students to participate in clinical rotations and experiences. The experience agreement outlines the roles and responsibilities to which the school and clinical facility have subscribed to mutually observe. The agreement will further increase clinical opportunities for students.

ALTERNATIVE(S): If not approved, Health Science students will be unable to attend requisite clinicals for their chosen course of study.

FOR CONTRACTS:

- 1. TERMS:** 5 years (East Florida Division, Inc.); indefinite (Okeechobee Health Care Facility); 1 year (Ovation Rehabilitation Services, LLC & State of Florida, Department of Health, Martin County Health Dept.)
- 2. FISCAL IMPACT:** None
- 3. TERMINATION TERMS:** Either Party may terminate this Agreement at any time without cause upon at least (30) or sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current program rotation or previously scheduled clinical assignment. Division may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Ann Hubbard

DATE: 3/30/26

BOARD ACTION:

DATE: 4/28/26

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of September 9, 2026 (the "Effective Date") by and between Indian River State College ("School") and East Florida Division, Inc. ("Division"). School and Division may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of **Central Service Technology, Emergency Medical Technician, Medical Laboratory Technology, Paramedics, Pharmacy Technician, Phlebotomy, Physical Therapy Assistant, Radiography, Respiratory Care, Surgical Technology, Medical Laboratory Technology, Phlebotomy and Medical Assisting** (the "Degree Program");

WHEREAS, Division operates comprehensive acute-care medical-surgical hospitals located in Florida and listed in **Schedule A** attached hereto and made part hereof (the "Facility");

WHEREAS, School desires to provide to its students enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Division will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Division ("Clinical Program"). School may modify the Clinical Program from time to time with Division's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Division from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Participating Student, Degree Program faculty and other School representatives onsite at the Facility for purposes related to the Clinical Program ("**Program Participant**") to attend training and orientation with respect to applicable Division policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Division's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Division from time to time;
 - (iv) identify to Division each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;

- (v) require Program Participants to comply with applicable laws and Division policies and procedures when onsite at the Facility;
- (vi) require Program Participants to treat Division patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Division's patients;
- (vii) timely prepare and update with input from Division Rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Division;
- (viii) advise Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Division regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Division's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Division training as determined necessary by Division from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Division from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. When Participating Students are supervised in connection with the Clinical Program while on site at Division by licensed healthcare professionals who are not employed by Division or its affiliates, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program except in a manner that is consistent State and Federal law.
- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Program Participants shall be accountable to the Division's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Division's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Division to the extent that access to such information is required by Division to carry out the Clinical Program. If Participating Student notifies School that they revoke said consent, School shall immediately notify Division and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

- (c) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Division policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Division and wear ID badges as requested by Division. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Division is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records**. School will cause each Program Participant to timely complete and save in Division's systems as directed by Division accurate records of all services provided by the Program Participant to a Division patient ("Records"). All Records are and will remain the property of Division, subject to the rights of patients with respect to such records and to the terms of applicable law. Division will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants**. School will provide to Division information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Division's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Participating Student and, at Division's request, each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance**. The School participates in a program of self- insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of \$200,000 per person, \$300,000 per occurrence under Florida Statute 768.28 with regard to sovereign immunity. In addition, School shall maintain student professional liability insurance that covers the School, all students, and instructors at the School.

The blanket professional liability insurance policy will be in the amount of not less than \$2,000,000 per claim/\$5,000,000 aggregate. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Agency, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Division any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and

agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Division.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Division proof of health insurance as requested by Division from time to time.

School will ensure that each Participating Student furnishes to Division prior to Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Proof of negative PPD or IGRA within 12 months. Symptom and Risk screening must be completed prior to first day of each rotation utilizing the HCA TB Questionnaire Form.
 - (ii) Proof of Measles, Mumps, Rubella immunity by positive antibody titers or two (2) doses of MMR.
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Vaccination for COVID-19 or exemption for religious or medical reasons, preferred not required
 - (vii) Documented proof of Tdap immunization within last 10 years
 - (viii) When state and local regulations differ from these recommendations, locations are to comply with geographic specific regulations.
- (k) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Division and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Division or the performance of services therein.

- (l) **Background Checks**.

- (i) School will ensure that each Program Participant obtains prior to Rotation a background check acceptable to Division, including, at a minimum, the following:

- A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Division an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Division and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to Rotation a drug test acceptable to Division, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Division must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Division's policies, and after any incident that involves injury or property damage.

Division shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Division shall have no obligation to accept that Program Participant at the Division. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the

Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (p) **Approval and Authorization.** Division's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Division within ten (10) business days.

2. RESPONSIBILITIES OF DIVISION.

- (a) Division will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Division shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Division shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Division operations. Division shall at all times retain ultimate control of the Division and responsibility for patient care and quality standards.
- (b) Upon the request of School, Division shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Division will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. School acknowledges that Division is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.
- (d) Upon reasonable request, Division will provide proof to School that Division maintains liability insurance in an amount that is commercially reasonable.
- (e) Division will provide written notification to School if a claim arises involving a Program Participant. Both Division and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer

review and joint defense laws.

- (f) Division will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Division's discretion. Division will notify School's Program Representative (defined below) when such action has occurred.
- (g) Upon reasonable notice from School, Division will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Division representative and are contingent upon receipt by Division of executed agreements that Division believes are reasonably necessary or convenient to protect the confidentiality and security of Division's information. School will promptly reimburse Division for all direct costs incurred by Division in connection with such accreditation inspections.
- (h) Division shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (i) Division shall provide student security badges or other means of secure access to Facility patient care areas.
- (j) Division shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (k) Division shall provide secure storage space for Participating Students' personal items when at the Facility.
- (l) Division shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
- (m) Division shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Division's policies regarding confidentiality of employee records.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Division will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Division or School. Participating Students are not to replace Division staff and are not to render unsupervised patient care and/or services. Division and its staff will

provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either School or Division shall be without entitlement of the individual to compensation or benefits for the appointed party.
 - (f) Both School and Division will work together to create and maintain an appropriate learning environment for the Participating Students.
 - (g) The School, including its faculty, staff and residents, and the Division share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Division may immediately remove a Participating Student from the Facility when in Division's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Division operations and/or Division's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.
5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**
- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Division. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Division for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
 - (b) Each Party acknowledges Participating Students will not be considered employees or agents of Division or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Division or School or any benefits of employment from Division or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
 - (c) School acknowledges that Division has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.
6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

7. **INDEMNIFICATION.** The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.
8. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Division, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Division, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Division is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Division. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.
9. **TERM; TERMINATION.**
- (a) The term of this Agreement will commence on the Effective Date and will continue for five (5) years unless terminated as provided below (the "Term").
 - (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
 - (c) The Parties may terminate this Agreement at any time by mutual written agreement.
 - (d) Division may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.
10. **REPRESENTATIONS AND WARRANTIES.**
- (a) School hereby represents to Division as of the Effective Date and warrants to Division for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the

Federal health care programs; and

- (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Division or any of Division's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Division in writing of any change in status of the representation and warranty set forth in this section.
11. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Division unless that expense is approved by Division in writing in advance and is incurred and documented in accordance with applicable Division travel and expense policies.
 12. **USE OF NAME OR LOGO.** Neither Party will use the names, logos or marks associated with the other Party without the express written consent of the Party who is associated with the name, logo or marks. Further, School will cause Program Participants not to use the names, logos or marks associated with Division without the express written consent of Division in each case.
 13. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
 14. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
 15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
 16. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.
 17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Division is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Division is located.
 18. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Division. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
 19. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Division: East Florida Division, Inc.
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2 West
Nashville, TN 37203
Attention: Operations Counsel

If to School: Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981
Attention: Associate Dean of Health and Human Sciences

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

20. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.
21. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.103) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.
22. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Division or to use Division's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.
23. **NO PAYMENTS.** No payments will be made between the Parties in connection with this Agreement.
24. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.
25. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Division in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Division and any other remedies which Division may pursue hereunder or under applicable law, Division shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary

injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

INDIAN RIVER STATE COLLEGE

By: Timothy E. Moore. Ph.D.

Title: President

Date: 4/28/26

DIVISION

By: Richard Read

Title: Vice President

Date: _____

SCHEDULE A

EAST FLORIDA DIVISION FACILITIES

Miami Beach Healthcare Group, Ltd. d/b/a HCA Florida Aventura Hospital
Sebring Healthcare Services, LLC d/b/a HCA Florida Highlands Hospital
JFK Medical Center Limited Partnership d/b/a HCA Florida JFK Hospital
JFK Medical Center Limited Partnership d/b/a HCA Florida JFK North Hospital
Kendall Healthcare Group, Ltd. d/b/a HCA Florida Kendall Hospital
Lawnwood Medical Center Inc. d/b/a HCA Florida Lawnwood Hospital
Plantation General Hospital Limited Partnership d/b/a HCA Florida Mercy Hospital
Northwest Medical Center, Inc. d/b/a HCA Florida Northwest Hospital
Palms West Hospital Limited Partnership d/b/a HCA Florida Palms West Hospital
Okeechobee Hospital, Inc. d/b/a HCA Florida Raulerson Hospital
HCA Health Services of Florida, Inc. d/b/a HCA Florida St. Lucie Hospital
Davie Medical Center, LLC d/b/a HCA Florida University Hospital
Columbia Hospital Corporation of South Broward d/b/a HCA Florida Westside Hospital
University Hospital, Ltd. d/b/a HCA Florida Woodmont Hospital

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Facility unless such injury or loss arises solely out of Facility's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

<http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

- "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
 27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Facility") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- ____ verifies the Subject's Social Security Number
- ____ does not reveal any criminal activity;
- ____ confirms the individual is not on either the GSA or OIG exclusion lists;
- ____ confirms the individual is not on a State exclusion list, if any;
- ____ confirms the individual is not listed as a violent sexual offender;
- ____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- ____ no other aspect of the investigation required by Division reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of September 9, 2026 (the "Effective Date") by and between Indian River State College ("School") and East Florida Division, Inc. ("Division"). School and Division may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of **Associate Degree Nursing, Practical Nursing, RN to BSN, and Nursing Assistant Certificate Program** (the "Degree Program");

WHEREAS, Division operates comprehensive acute-care medical-surgical hospitals located in Florida and listed in **Schedule A** attached hereto and made part hereof (the "Facility");

WHEREAS, School desires to provide to its students enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Division will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Division ("Clinical Program"). School may modify the Clinical Program from time to time with Division's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Division from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Participating Student, Degree Program faculty and other School representatives onsite at the Facility for purposes related to the Clinical Program ("**Program Participant**") to attend training and orientation with respect to applicable Division policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Division's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Division from time to time;
 - (iv) identify to Division each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Division policies and

procedures when onsite at the Facility;

- (vi) require Program Participants to treat Division patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Division's patients;
- (vii) timely prepare and update with input from Division Rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Division;
- (viii) advise Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Division regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Division's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Division training as determined necessary by Division from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Division from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program. When Participating Students are supervised in connection with the Clinical Program while on site at Division by licensed healthcare professionals who are not employed by Division or its affiliates, School represents and warrants that it (including its affiliate) will not compensate any such faculty for their services provided to School in connection with the Clinical Program except in a manner that is consistent State and Federal law.
- (ii) School will retain sole responsibility for offering and administering the Degree Program, including, but not limited to, budgetary considerations, faculty appointments, admissions, financial aid, academic instruction, curriculum content, pedagogy, and the requirements of matriculation, grading, and graduation.
- (iii) Without limiting the foregoing, all Program Participants shall be accountable to the Division's Administrator while onsite at the Facility.
- (iv) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Division's Program Representative to address unresolved issues.
- (v) School will obtain prior signed and dated written consent that complies with 34 C.F.R. 99.30 from each Participating Student (or the parent of the student, if the student is not deemed an "eligible student" under 34 C.F.R. 99.30) before disclosing personally identifiable information from the student's education records to Division to the extent that access to such information is required by Division to carry out the Clinical Program. If Participating Student notifies School that they revoke said consent, School shall immediately notify Division and the revocation shall become effective immediately upon such notice as applicable to any decisions after that date.

- (c) **Compliance with Program Requirements**. School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Division policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code**. School will cause Program Participants to conform to reasonable personal appearance standards imposed by Division and wear ID badges as requested by Division. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Division is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility**. School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records**. School will cause each Program Participant to timely complete and save in Division's systems as directed by Division accurate records of all services provided by the Program Participant to a Division patient ("Records"). All Records are and will remain the property of Division, subject to the rights of patients with respect to such records and to the terms of applicable law. Division will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants**. School will provide to Division information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Division's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Participating Student and, at Division's request, each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance**. The School participates in a program of self- insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of \$200,000 per person, \$300,000 per occurrence under Florida Statute 768.28 with regard to sovereign immunity. In addition, School shall maintain student professional liability insurance that covers the School, all students, and instructors at the School.

The blanket professional liability insurance policy will be in the amount of not less than \$2,000,000 per claim/\$5,000,000 aggregate. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Agency, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Division any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and

agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Division.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Division proof of health insurance as requested by Division from time to time.

School will ensure that each Participating Student furnishes to Division prior to Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Proof of negative PPD or IGRA within 12 months. Symptom and Risk screening must be completed prior to first day of each rotation utilizing the HCA TB Questionnaire Form.
 - (ii) Proof of Measles, Mumps, Rubella immunity by positive antibody titers or two (2) doses of MMR.
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC). If the Program Participant declines the Influenza vaccination, he/she must comply at all times with Facility's Communicable Disease Protection policy; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (vi) Vaccination for COVID-19 or exemption for religious or medical reasons, preferred not required
 - (vii) Documented proof of Tdap immunization within last 10 years
 - (viii) When state and local regulations differ from these recommendations, locations are to comply with geographic specific regulations.
- (k) **Performance**. All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Division and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Division or the performance of services therein.

- (l) **Background Checks**.

- (i) School will ensure that each Program Participant obtains prior to Rotation a background check acceptable to Division, including, at a minimum, the following:

- A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;
 - E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Division an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Division and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to Rotation a drug test acceptable to Division, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Division must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, methadone, marijuana, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Division's policies, and after any incident that involves injury or property damage.

Division shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Division shall have no obligation to accept that Program Participant at the Division. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the

Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
- (p) **Approval and Authorization.** Division's willingness to enter into this Agreement and provide clinical opportunities to Participating Students is conditioned on School having obtained and maintaining all requisite institutional, regulatory, and accreditor approvals or authorizations necessary to offer the Degree Program. Moreover, it is conditioned on School's adherence to all applicable federal, state, and local laws and regulations. In the event that School's status changes with respect to any approval or authorization necessary to offer the Degree Program, School will notify Division within ten (10) business days.

2. RESPONSIBILITIES OF DIVISION.

- (a) Division will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Division shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Division shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Division operations. Division shall at all times retain ultimate control of the Division and responsibility for patient care and quality standards.
- (b) Upon the request of School, Division shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
- (c) Division will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate department as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility. School acknowledges that Division is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.
- (d) Upon reasonable request, Division will provide proof to School that Division maintains liability insurance in an amount that is commercially reasonable.
- (e) Division will provide written notification to School if a claim arises involving a Program Participant. Both Division and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer

review and joint defense laws.

- (f) Division will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Division's discretion. Division will notify School's Program Representative (defined below) when such action has occurred.
- (g) Upon reasonable notice from School, Division will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Division representative and are contingent upon receipt by Division of executed agreements that Division believes are reasonably necessary or convenient to protect the confidentiality and security of Division's information. School will promptly reimburse Division for all direct costs incurred by Division in connection with such accreditation inspections.
- (h) Division shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
- (i) Division shall provide student security badges or other means of secure access to Facility patient care areas.
- (j) Division shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (k) Division shall provide secure storage space for Participating Students' personal items when at the Facility.
- (l) Division shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
- (m) Division shall maintain the confidentiality of information it receives from School about a Participating Student in a manner consistent with Division's policies regarding confidentiality of employee records.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Division will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or teleconference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Division or School. Participating Students are not to replace Division staff and are not to render unsupervised patient care and/or services. Division and its staff will

provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.

- (e) Any courtesy appointments to faculty or staff by either School or Division shall be without entitlement of the individual to compensation or benefits for the appointed party.
 - (f) Both School and Division will work together to create and maintain an appropriate learning environment for the Participating Students.
 - (g) The School, including its faculty, staff and residents, and the Division share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.
4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Division may immediately remove a Participating Student from the Facility when in Division's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Division operations and/or Division's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.
5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**
- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Division. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Division for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
 - (b) Each Party acknowledges Participating Students will not be considered employees or agents of Division or School for any purpose related to this Agreement. Participating Students will not be entitled to receive any compensation from Division or School or any benefits of employment from Division or School in exchange for their activities related to this Agreement, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
 - (c) School acknowledges that Division has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.
6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, or disability in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to a disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

7. **INDEMNIFICATION.** The Parties understand and acknowledge that, pursuant to Florida Statutes § 768.28(9) the exclusive remedy for injury or damage suffered as a result of an act, event, or omission of an officer, employee, or agent of the School shall be by action against the School. Accordingly, School agrees to be fully liable for its acts of negligence or its agents' acts of negligence when acting within the scope of employment or agency and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the School and/or the Florida Board of Governors. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes. The Parties acknowledge that this contractual relationship with School does not create or extend sovereign immunity to any other person or entity. Any damages allocated against the School, as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of School in professional liability actions.
8. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Division, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Division, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Division is permitted an opportunity to minimize the potential harmful effects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Division. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.
9. **TERM; TERMINATION.**
- (a) The term of this Agreement will commence on the Effective Date and will continue for five (5) years unless terminated as provided below (the "Term").
 - (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
 - (c) The Parties may terminate this Agreement at any time by mutual written agreement.
 - (d) Division may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.
10. **REPRESENTATIONS AND WARRANTIES.**
- (a) School hereby represents to Division as of the Effective Date and warrants to Division for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the

Federal health care programs; and

- (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Division or any of Division's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Division in writing of any change in status of the representation and warranty set forth in this section.
11. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Division unless that expense is approved by Division in writing in advance and is incurred and documented in accordance with applicable Division travel and expense policies.
 12. **USE OF NAME OR LOGO.** Neither Party will use the names, logos or marks associated with the other Party without the express written consent of the Party who is associated with the name, logo or marks. Further, School will cause Program Participants not to use the names, logos or marks associated with Division without the express written consent of Division in each case.
 13. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
 14. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
 15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
 16. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.
 17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Division is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Division is located.
 18. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Division. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
 19. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Division: East Florida Division, Inc.
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301
Attention: Chief Executive Officer

Copy to: HCA
One Park Plaza, Bldg. 1, 2 West
Nashville, TN 37203
Attention: Operations Counsel

If to School: Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981
Attention: Associate Dean of Health and Human Sciences

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

20. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.
21. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.103) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.
22. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Division or to use Division's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.
23. **NO PAYMENTS.** No payments will be made between the Parties in connection with this Agreement.
24. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.
25. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Division in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Division and any other remedies which Division may pursue hereunder or under applicable law, Division shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary

injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

INDIAN RIVER STATE COLLEGE

By: Timothy E. Moore. Ph.D.

Title: President

Date: 4/28/26

DIVISION

By: Richard Read

Title: Vice President

Date: _____

SCHEDULE A

EAST FLORIDA DIVISION FACILITIES

Miami Beach Healthcare Group, Ltd. d/b/a HCA Florida Aventura Hospital
Sebring Healthcare Services, LLC d/b/a HCA Florida Highlands Hospital
JFK Medical Center Limited Partnership d/b/a HCA Florida JFK Hospital
JFK Medical Center Limited Partnership d/b/a HCA Florida JFK North Hospital
Kendall Healthcare Group, Ltd. d/b/a HCA Florida Kendall Hospital
Lawnwood Medical Center Inc. d/b/a HCA Florida Lawnwood Hospital
Plantation General Hospital Limited Partnership d/b/a HCA Florida Mercy Hospital
Northwest Medical Center, Inc. d/b/a HCA Florida Northwest Hospital
Palms West Hospital Limited Partnership d/b/a HCA Florida Palms West Hospital
Okeechobee Hospital, Inc. d/b/a HCA Florida Raulerson Hospital
HCA Health Services of Florida, Inc. d/b/a HCA Florida St. Lucie Hospital
Davie Medical Center, LLC d/b/a HCA Florida University Hospital
Columbia Hospital Corporation of South Broward d/b/a HCA Florida Westside Hospital
University Hospital, Ltd. d/b/a HCA Florida Woodmont Hospital

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Facility unless such injury or loss arises solely out of Facility's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

EXHIBIT B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at

<http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.

18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a

- "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
 26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
 27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
 28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Facility") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- ____ verifies the Subject's Social Security Number
- ____ does not reveal any criminal activity;
- ____ confirms the individual is not on either the GSA or OIG exclusion lists;
- ____ confirms the individual is not on a State exclusion list, if any;
- ____ confirms the individual is not listed as a violent sexual offender;
- ____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- ____ no other aspect of the investigation required by Division reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____



NO. 109A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **OKEECHOBEE HEALTH CARE FACILITY**, 1646 U.S. Highway 441 N, Okeechobee, Florida 34972, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

The **HEALTH CARE FACILITY** hereby agrees to provide its facilities to the **COLLEGE** and the **COLLEGE** agrees to the usage of such facilities under the following conditions:

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS**, at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE**. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.
2. **SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:**
 - a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
 - b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **HEALTH CARE FACILITY**.
 - c. The **HEALTH CARE FACILITY** has the overall authority over the facilities and grounds and for the safety of all persons therein.
 - d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
 - e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
 - f. In case of accident or illness involving the student(s) while in the **HEALTH CARE FACILITY**, the **HEALTH CARE FACILITY** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
OKEECHOBEE HEALTH CARE FACILITY**

Page 2

- g. To insure that students must be supervised and must not receive compensation for services provided as part of the clinical experience.

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

- a. To provide assistance in the supervision and instruction of student(s) except on specific instances, which indicate that, other provisions should be made.
- b. To coordinate through proper **HEALTH CARE FACILITY** channels the planning for clinical experience for **HEALTH PROGRAMS** and maintaining all records and reports related to student(s) clinical experiences
- c. To comply with all existing policies of the **HEALTH CARE FACILITY**.
- d. To coordinate with **HEALTH CARE FACILITY** the **HEALTH PROGRAM** student(s)' and clinical instructor(s)' participation in **HEALTH CARE FACILITY** orientation as required.
- e. **COLLEGE** assumes ultimate responsibility for the educational experience and evaluation of **HEALTH PROGRAMS** student(s).
- f. The **COLLEGE**, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the student participants and any faculty members for instruction/supervision of students only. The **COLLEGE** shall provide a certificate of insurance to the **HEALTH CARE FACILITY** evidencing such insurance coverage if required by the **HEALTH CARE FACILITY**. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement. For all insurance required, **COLLEGE** shall require the insurance carrier notify **HEALTH CARE FACILITY** at least thirty (30) days in advance of any cancellation or modification of such insurance policy.
- h. **HIPAA Compliance.** **COLLEGE** agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), and any regulations promulgated pursuant to HIPAA ("Regulations"). **COLLEGE** agrees not to use or further disclose any protected health information or individually identifiable health information (collectively, "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or its Regulations. **COLLEGE** shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. **COLLEGE** shall promptly report to **HEALTH CARE FACILITY** any use or disclosure of PHI not provided for by this

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
OKEECHOBEE HEALTH CARE FACILITY
Page 3**

Agreement or in violation of HIPAA or its Regulations of which SCHOOL becomes aware. In the event COLLEGE, with HEALTH CARE FACILITY'S approval, contracts with any agents to whom COLLEGE provides PHI, COLLEGE shall include provisions in such agreements whereby COLLEGE and agent agree to the same restrictions and conditions that apply to COLLEGE with respect to such PHI. COLLEGE shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and its Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by COLLEGE or HEALTH CARE FACILITY by virtue of this Section.

- h. COLLEGE shall provide evidence of worker's compensation for any employee furnished by the COLLEGE pursuant to this agreement. No student(s), instructor, or other person furnished the COLLEGE pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the HEALTH CARE FACILITY. Students are not employees of the COLLEGE or HEALTH CARE FACILITY and must not receive compensation for services provided as part of the clinical experience.
- i. HEALTH OF PROGRAM PARTICIPANTS – All HEALTH PROGRAMS student(s) shall pass a medical examination acceptable to HEALTH CARE FACILITY prior to their participation in the Program at HEALTH CARE FACILITY. COLLEGE and/or the HEALTH PROGRAMS student(s) shall be responsible for arranging for the HEALTH PROGRAMS student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at HEALTH CARE FACILITY. In no event shall HEALTH CARE FACILITY be financially or otherwise responsible for said medical care and treatment. HEALTH PROGRAMS student(s) will present the following health records on the first day of their educational experience at HEALTH CARE FACILITY. HEALTH PROGRAM student(s) will not be allowed to commence experiences until all records have been received.
 - i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Tdap vaccine within the last 10 years.

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
OKEECHOBEE HEALTH CARE FACILITY**

Page 4

- vi. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility.
- j. **BACKGROUND CHECKS** – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal PROGRAM;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

The background check for **HEALTH PROGRAMS** student(s) who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- i. Education verification (highest level);
- ii. Professional license verification
- iii. Certification and designations check;
- iv. Professional disciplinary action search;
- v. Department of Motor Vehicles driving history, based on responsibilities;
- vi. Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any **COLLEGE'S** representative, **COLLEGE** shall immediately remove said **COLLEGE'S** representative from the **HEALTH PROGRAMS**.

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
OKEECHOBEE HEALTH CARE FACILITY**

Page 5

The **HEALTH CARE FACILITY** agrees to provide clinical facilities as an affiliate of the **COLLEGE** for the duration of clinical rotations for student(s) assigned to the facility.

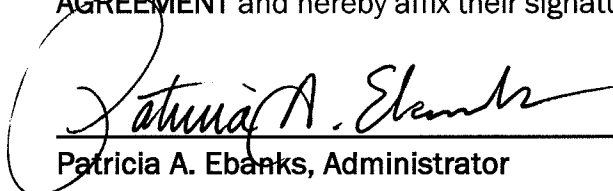
The appropriate staff of the **HEALTH CARE FACILITY** and the faculty of the **HEALTH PROGRAMS** of the **COLLEGE** will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

This Agreement shall be interpreted under the laws of the State of Florida.

Neither party shall discriminate in the assignment of student(s) on the basis of race, color, sex, religion, national origin, age, sexual orientation, disability, veteran or marital status.

This agreement shall be effective for indefinite duration, commencing upon date of signature of both parties. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty (60) days prior to June 30th of any academic year; or upon closure of the **HEALTH CARE FACILITY** provided that all students currently enrolled in the program at the **HEALTH CARE FACILITY** at the time of notice of termination shall be given the opportunity to complete their clinical program at the **HEALTH CARE FACILITY**, such completion not to exceed six (6) months.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this **AGREEMENT** and hereby affix their signatures.



Patricia A. Ebanks, Administrator
OKEECHOBEE HEALTH CARE FACILITY



Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



No. 252C

CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the COLLEGE, and OVATION REHABILITATION SERVICES LLC, 21500 Haggerty Road, Suite 160, Northville, MI 48167, hereinafter referred to as the HEALTH CARE FACILITY.

WHEREAS, the COLLEGE has a curriculum in the field of physical therapist assistant, and

WHEREAS, clinical experience is a required and integral component of the physical therapist assistant curriculum, and

WHEREAS, the HEALTH CARE FACILITY recognizes its professional responsibility to participate in the education of physical therapist assistant students, and

WHEREAS, the HEALTH CARE FACILITY wishes to join the COLLEGE in development and implementation of clinical experience for physical therapist assistant students, and

WHEREAS, the student is placed at the HEALTH CARE FACILITY for clinical experience, and is not an employee of the COLLEGE, and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the COLLEGE and the HEALTH CARE FACILITY will cooperate as described herewith.

The COLLEGE and the HEALTH CARE FACILITY mutually agree to:

1. establish the education objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.
2. assure equal opportunity and shall not discriminate in the assignment of students on the basis of race, color, nationality, ethnicity, gender, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

CLINICAL EDUCATION AGREEMENT
OVATION REHABILITATION SERVICES LLC
PAGE 2

The COLLEGE agrees:

1. to assume responsibility for assuring continuing compliance with the educational standards established by the Commission on Accreditation in Physical Therapy Education
2. to establish and maintain ongoing communication with the Clinical Instructor of the HEALTH CARE FACILITY on items pertinent to physical therapist assistant education;
3. when possible, that the academic setting confers faculty appointment to the Clinical Instructor who is responsible for planning and implementation of the physical therapist assistant clinical experience at the HEALTH CARE FACILITY;
4. to notify the Clinical Instructor and the HEALTH CARE FACILITY at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;
5. to refer to the HEALTH CARE FACILITY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to the HEALTH CARE FACILITY;
6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the HEALTH CARE FACILITY or other such authority relative to the program prior to entrance upon premises under the program;
7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the HEALTH CARE FACILITY;
8. to provide professional liability insurance coverage of program participants (students) at limits of \$2,000,000 per claim/occurrence and \$5,000,000 aggregate and to provide HEALTH CARE FACILITY with copy of certificate of insurance evidencing such coverage;
9. to supply the Clinical Instructor with appropriate forms to be used in evaluating the performance of the assigned student; and
10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the HEALTH CARE FACILITY or deemed necessary for the training and guidance for the student.
11. to have the student pass a medical examination acceptable to HEALTH CARE FACILITY prior to their participation in the Program at HEALTH CARE FACILITY. COLLEGE and/or the HEALTH PROGRAMS student shall be responsible for arranging for the HEALTH

PROGRAMS student medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at HEALTH CARE FACILITY.

In no event shall HEALTH CARE FACILITY be financially or otherwise responsible for said medical care and treatment. HEALTH PROGRAMS student will present the following health records on the first day of their educational experience at HEALTH CARE FACILITY. HEALTH PROGRAMS student(s) will not be allowed to commence experiences until all records have been received.

- i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility
- j. BACKGROUND CHECKS – COLLEGE represents that it will timely conduct (or will timely have conducted) a background check on each HEALTH PROGRAMS student(s) at the HEALTH CARE FACILITY. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal programs;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

The background check for HEALTH PROGRAMS student(s) who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- i. Education verification (highest level);
- ii. Professional license verification
- iii. Certification and designations check;
- iv. Professional disciplinary action search;
- v. Department of Motor Vehicles driving history, based on responsibilities;
- vi. Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any COLLEGE'S representative, COLLEGE shall immediately remove said COLLEGE's representative from the HEALTH PROGRAM.

The HEALTH CARE FACILITY agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;
2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;
3. to provide the physical facilities and equipment necessary to conduct the clinical experience and retain overall responsibility over patient care;
4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by COLLEGE and HEALTH CARE FACILITY ;
5. to advise the COLLEGE of any changes in its personnel, operation, or policies which may affect clinical experience;
6. to determine the number of students which it can accommodate during a given period of time;
7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

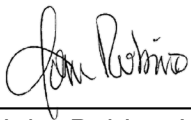
8. to provide the assigned student with a copy of the HEALTH CARE FACILITY 's existing pertinent rules and regulations with which the student is expected to comply;
9. to facilitate, if necessary in case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY, emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);
10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the COLLEGE (The completed evaluation will be forwarded to the COLLEGE within one (1) week following conclusion of the student's clinical experience.);
11. to advise the COLLEGE at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);
12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the COLLEGE; and
13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty days prior to June 30th of any academic year; or upon closure of the HEALTH CARE FACILITY provided that all students currently enrolled in the program at the HEALTH CARE FACILITY at the time of notice of termination, shall be given the opportunity to complete their clinical program at the HEALTH CARE FACILITY, such completion not to exceed six (6) months.

4. Students participating under this agreement shall at all times be students of the COLLEGE and not employees of the HEALTH CARE FACILITY or COLLEGE. The students have no claims against the HEALTH CARE FACILITY or COLLEGE for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.
5. The COLLEGE will provide workers' compensation insurance for all college employees paid by the College and assigned to the HEALTH CARE FACILITY pursuant to this agreement. The HEALTH CARE FACILITY must provide workers' compensation for all individuals employed and paid by the HEALTH CARE FACILITY.
6. This agreement shall be interpreted under the laws of the State of Florida.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this AGREEMENT and hereby affix their signatures.



John Rubino, Vice President of Recruiting
OVATION REHABILITATION SERVICES LLC

3/30/2026

Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

4/28/26

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

4/28/26

Date

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
MARTIN COUNTY HEALTH DEPARTMENT
AND
INDIAN RIVER STATE COLLEGE**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Martin County Health Department, hereinafter referred to as the "DEPARTMENT", and Indian River State College, by and through its School of Nursing, an institution providing nursing education, hereinafter referred to as the "SCHOOL", for the provision of learning opportunities for Nursing students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of Nursing students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To require its students to work in accordance with all DEPARTMENT procedures, policies, protocols, rules, and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in Nursing at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be participating under this agreement, with limits of liability coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained

throughout the term of this agreement and any renewal thereof.

10. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and upon request thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

11. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education, or agency in connection with this Agreement, and agrees to be liable for any damages resulting from said negligence.

12. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including reasonable attorneys' fees and costs, arising out of any negligent act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. To require that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will require students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL will require that, prior to beginning their internship at the Department, students be trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph

is not applicable to any students who do not access any confidential information.

14. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

15. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide Nursing students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.

2. To provide designated staff members as internship supervisors for students. For clinical experiences, such staff members shall be duly licensed, qualified, and experienced with no less than one year of clinical experience in their designated field and possess sufficient experience to safely and effectively supervise students participating in the rotation. The DEPARTMENT's

provision of such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth in Paragraph 7 above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to Nursing students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

9. For student rotations designated by the SCHOOL as non-clinical, students will not participate in patient care or any other clinical activities while at the DEPARTMENT.

General Terms:

1. Independent Contractor: No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students, or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

2. Remedies; Limitations of Liability: Neither party shall be liable to the other for punitive,

exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the SCHOOL's and DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice: When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Nicholas Clifton, MHA
Title: Health Officer/Administrator
Address: 3441 SE Willoughby BLVD
Stuart, Florida 34994
Telephone: 772-221-4000
E-mail: Nicholas.Clifton@flhealth.gov

For SCHOOL

Name: Timothy E. Moore, Ph.D.
Title: President
School Name: Indian River State College
Address: 3209 Virginia Avenue, Fort Pierce, FL 34981
Telephone: 772-462-7544
E-mail: tmoore@irsc.edu

4. Term and Renewal: Unless terminated earlier as provided herein, the term of this agreement shall be from July 1, 2026, or the latest date of signature by the parties, whichever is later, through June 30, 2027. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

6. Entire Agreement and Modification: This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Martin County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

9. 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 document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

INDIAN RIVER STATE COLLEGE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
MARTIN COUNTY HEALTH DEPARTMENT

Signature

Name: Timothy E. Moore, Ph.D.

Title: President

Date: 4/28/26

Nicholas Clifton

Nicholas Clifton (Apr 1, 2026 16:24:00 EDT)

Signature

Name: Nicholas Clifton _____

Title: Health Officer/Administrator

Date: 4/1/26






AGREEMENT BETWEEN THE

Final Audit Report

2026-04-01

Created:	2026-04-01
By:	Shirley Watkins (Shirley.Watkins@flhealth.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJVvDbMupU4Q2JGdhs5_AmjsKHte04fe0

"AGREEMENT BETWEEN THE" History

-  Document created by Shirley Watkins (Shirley.Watkins@flhealth.gov)
2026-04-01 - 7:57:47 PM GMT
-  Document emailed to Nicholas Clifton (Nicholas.Clifton@flhealth.gov) for signature
2026-04-01 - 7:57:52 PM GMT
-  Email viewed by Nicholas Clifton (Nicholas.Clifton@flhealth.gov)
2026-04-01 - 8:23:40 PM GMT
-  Document e-signed by Nicholas Clifton (Nicholas.Clifton@flhealth.gov)
Signature Date: 2026-04-01 - 8:24:00 PM GMT - Time Source: server
-  Agreement completed.
2026-04-01 - 8:24:00 PM GMT



DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Florida Power and Light Contract to provide non-credit Fire Brigade Training.

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the attached Florida Power & Light Contract for services to provide Initial Fire Brigade training to employees of Florida Power & Light. The training will consist of 80 hours over the course of two weeks.

ALTERNATIVE(S): Not providing training.

FOR CONTRACTS:

1. **TERM:** 5/1/26 through 08/31/26
2. **FISCAL IMPACT:** Revenue \$57,680.00
3. **TERMINATION TERMS:** Upon written notice by either party or as stated in section 24.0 or 25.0 of the Purchaser Standard Terms and Conditions for Services

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 3/27/26

BOARD ACTION:

DATE: 4/28/26

Contract ID 02494420
 Contract Release
 Execution Date 3/27/26
 Printed 3/27/26
 Page 1

Florida Power & Light

Contract

Mail Invoice To: Invoice Processing Department FPL/PSL 6451 S. Ocean Drive NAMS-PSL-INVOICES@NEE.COM JENSEN BEACH FL 34957	Vendor: DISTRICT BOARD OF TRUSTEES INDIAN R 3209 VIRGINIA AVE FORT PIERCE FL 34981
--	--

Please Direct Inquiries To: KELLY A DENNIS Kelly.Dennis@fpl.com Title SOURCING SPCLST II Phone/Alternate Phone: 561-691-2751 Fax	Work Location: Florida Power & Light Company St. Lucie Plant 6501 S. Ocean Drive JENSEN BEACH FL 34957
--	---

Title
 2026 IRSC INITIAL FIRE BRIGADE TRAINING 80 HOURS

Contract Value


Total Value \$ 57,680.00 USD	** NOT TO EXCEED **
Pricing Method FIXED PRICE	
Contract Type SERVICE	Start Date 5/1/26
Project	End Date 8/31/26

Contract ID 02494420
 Contract Release
 Execution Date 3/27/26
 Printed 3/27/26
 Page 2

Florida Power & Light

Contract

Signatures

Vendor Authorized Signature <u>Christa Luna, Chair, District Board of Trustees of Indian River State College</u> Printed Name/Title 4/28/26 772-462-4701 Date Signed Phone	 Authorized Signature <u>Kelly Dennis / Procurement Specialist</u> Printed Name/Title 03/27/2026 561-691-2751 Date Signed Phone
---	--

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	FPLSERV	011		Y	FLORIDA SERVICE NUCSUPP 101819 STANDARD
	PAYMENT 4	000	S	Y	PAYMENT TERMS
	PO FPL TAX	000		Y	PURSERV
	PO SIGNATURE	011		Y	ELECTRONIC SIGNATURES

Key Contacts

Role CO COORD/STR Phone/Fax 772-467-7069 Email William.Zuppe@fpl.com	Contact Name WILLIAM ZUPPE Company Name FPL
Role VND REP Phone/Fax 772-336-6258 Email setter@irsc.edu	Contact Name STEPHANIE ETTER Company Name IRSC

Scope of Work

USE/PURPOSE :

=====

Florida Power & Light

Contract

Scope of Work

This Purchase Document between Florida Power & Light Company, St. Lucie Nuclear Site ("Purchaser"), and the vendor identified in the Vendor section on Page 1 of this Purchase Contract Document ("Supplier" or "Vendor"). This document serves as the Supplier's authority to perform the work specified in the Description of Work outlined below.

COMPANY REPRESENTATIVES:

=====

All Work shall be subject to the approval and acceptance of the Purchaser Company Representative.

The Purchaser Company Representative/Contract Coordinator is William Zuppe at phone number: 772-467-7069, and email: William.Zuppe@fpl.com.

The Supplier Company Representative is Stephanie Etter at phone number: 772-336-6258, and email: setter@irsc.edu.

DESCRIPTION OF WORK:

=====

This Purchase Contract is your authorization to perform the following services for the St. Lucie Nuclear Plant, located at 6501 South Ocean Drive, Jensen Beach, FL, 34957:

Supplier to provide one 80-hour fire brigade training course and site-specific requirements.

Florida Power & Light

Contract

Scope of Work

The following clarifications shall apply to this contract:

Access to the protected area of the plant will be by escort only. Picture ID and Social Security number must be provided for each escorted person.

All work in accordance with Florida Power & Light Company policies and procedures.

TERMS AND CONDITIONS:

=====

All Work provided under this Purchase Contract shall be in accordance with the attached:

--- Purchaser Standard Terms and Conditions for Services (Florida Work)
(Rev. 08.01.2025)

--- Nuclear Supplemental Conditions for Services Ordered for Purchaser
Nuclear Facilities (Rev. 10.18.2019)

Any alternative, different, or additional terms and conditions referenced by Supplier in any Supplier proposal, quotation, or the like, or in subsequent Supplier correspondence are rejected and will not become part of this Purchase Contract.

PRICING/COMPENSATION:

=====

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Contract Release
Execution Date 3/27/26
Printed 3/27/26
Page 5

Florida Power & Light

Contract

Scope of Work

Pricing shall be based on a fixed cost basis, not to exceed the amount of \$57,680.00.

The Supplier shall not invoice for an amount exceeding the Contract price without a signed Change Order issued by the Purchaser's Company Representative.

All pricing shall remain firm for the duration of the Contract.

TERM:

=====

The schedule shall be in accordance with the Performance Period listed above.

Upon receipt of this Purchase Document, Supplier Company Representative shall contact Purchaser Company Representative to finalize schedule for Supplier's performance of Work meeting Purchaser schedule requirements.

INVOICING INSTRUCTIONS:

=====

Please submit a .pdf invoice to the following email for payment:

NAMS-PSL-INVOICES@NEE.COM

Do not issue invoice until service is rendered.

Contract ID 02494420
Contract Release
Execution Date 3/27/26
Printed 3/27/26
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Florida Power & Light

Contract

Scope of Work

Invoices shall be submitted referencing the applicable Contract number. Altered invoices and invoices over the not-to-exceed value of the Contract will not be processed.

Invoice must itemize charge(s) with supporting documentation for all applicable billing rates and any other costs authorized by this Contract. Documentation for travel, lodging and meals shall include the destinations, dates and names of the individuals involved. Failure to comply may result in Invoice Processing delays at the expense of the Supplier.

OUT-OF-SCOPE WORK INSTRUCTIONS:

=====

Changes in the scope of this Contract will be performed only upon receipt of a Contract Amendment authorized by the Contracts Department, Integrated Supply Chain - Nuclear.

ACKNOWLEDGEMENT:

=====

Supplier is required to countersign this Purchase Document and return it to the named Contract Agent prior to commencing Work. Supplier's execution and/or commencement of Work shall indicate Supplier's acknowledgement and agreement of this document, its attachments, and references. Failure to return this acknowledgment could result in payment of your invoices being delayed.

Contract ID 02494420
Contract Release
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Florida Power & Light

Contract

Scope of Work

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

Please return acknowledgement within five (5) working days via email to the following: Kelly.Dennis@FPL.com

ATTACHMENTS:

=====

- Purchaser Standard Terms and Conditions for Services (Florida Work) (Rev. 08.01.2025)
 - Nuclear Supplemental Conditions for Services Ordered for Purchaser Nuclear Facilities (Rev. 10.18.2019)
-

Terms and Conditions - Text

Facility		Standard	FPLSERV
Revision	011	Description	FLORIDA SERVICE NUCSUPP 101819 STANDARD 8/1/2025

FLORIDA WORK Services (FPLSERV)

=====

Contract ID 02494420
Contract Release
Execution Date 3/27/26
Printed 3/27/26
Page 8

Florida Power & Light

Contract

Terms and Conditions - Text

Facility		Standard	FPLSERV
Revision	011	Description	FLORIDA SERVICE NUCSUPP 101819 STANDARD 8/1/2025

GOVERNING TERMS AND CONDITIONS

In addition to other documents that may be referenced in this Purchase Document, the following terms and conditions are incorporated herein by reference and shall govern the Work performed pursuant to this Purchase Document. Any exhibits and attachments referenced or included with each of the following documents are also incorporated with the applicable document.

- 1) Nuclear Supplemental Conditions for Services Performed at or for Purchaser Nuclear Facilities, Rev. 10/18/2019;
- 2) Purchaser Standard Terms and Conditions for Services, Rev. 08/01/25 (Florida Work)

Facility		Standard	PAYMENT 4
Revision	000	Description	PAYMENT TERMS

Payment Terms: Net 45 days

Facility		Standard	PO FPL TAX
Revision	000	Description	PURSERV

Tax S&P: 6% -FL GENERAL SALES TAX RATE PLUS ANY APPLICABLE SURTAX
 PURCHASER WILL SUBMIT THE APPROPRIATE SALES/ USE TAX FOR THIS PURCHASE
 ORDER TO THE STATE OF FLORIDA-DEPARTMENT OF REVENUE. COPY OF FPL'S DIRECT
 PAY PERMIT AUTHORITY IS AVAILABLE UPON REQUEST.

Contract ID 02494420
Contract Release
Execution Date 3/27/26
Printed 3/27/26
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Florida Power & Light

Contract

Terms and Conditions - Text

Facility		Standard	PO SIGNATURE
Revision	011	Description	ELECTRONIC SIGNATURES

ELECTRONIC SIGNATURES

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

* * * End of Contract * * *

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1.0 DEFINITIONS:

When used in these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES with initial or complete capitalization, whether in singular or in plural, the following terms have the following defined meanings:

- 1.1 **Change Form:** A signed Purchaser change form or change order which serves as an amendment to the Contract, and which may include changes in the scope of Work.
- 1.2 **Company Representative:** The individual(s) designated by Purchaser in the Purchase Document as having responsibility and authority for administration of this Contract on behalf of Purchaser. Company Representative may sometimes be referred to in the Contract as the "contract coordinator." If the Company Representative is not identified in the Contract, Supplier shall contact the Purchaser's procurement representative identified in Contract to identify such individual(s).
- 1.3 **Confidential Information:** All information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Purchaser or otherwise, which is disclosed to Supplier, its employee, Subcontractors or Subcontractor employees, and including, without limitation, all Personal Information, records, reports, analyses, notes, memoranda, documentation, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes (whether or not patented, patentable or reduced to practice), customer lists, contractual arrangements with, and information about, Purchaser's suppliers, distributors and customers, or other information that are based on, contain or reflect any such Confidential Information. All information received by or disclosed to Supplier, its employee, Subcontractors or Subcontractor employees from, by or through Purchaser or any Purchaser Entity shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential or as otherwise set forth in Section 13.1.
- 1.4 **Consumables:** Items that do not become a part of the property being repaired or constructed (e.g., sandpaper, steel wool, flux, detergents, and disposable paper uniforms). Lubricants are not considered Consumables.
- 1.5 **Contract:** The agreement between Purchaser and Supplier as set forth in (i) the body of the Purchase Document, (ii) these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES, (iii) other documents as may be incorporated into the Purchase Document such as supplemental terms and conditions, drawings, specifications, and schedules, and (iv) any subsequent Releases and Change Forms.
- 1.6 **Cure:** Supplier's obligation and actions to repair, replace or otherwise correct any failure to meet a warranty obligation or to repair, replace or otherwise correct any defect, deficiency or nonconformance with the conditions and standards prescribed in Section 9.0, WARRANTY.
- 1.7 **Discoveries:** Intellectual Property conceived, discovered, developed, produced, or composed of otherwise arising from the Work or Supplier's use of Purchaser Confidential Information, equipment or technology.
- 1.8 **Intellectual Property:** Individually and collectively, all useful ideas, concepts, methods, procedures, processes, improvements, inventions, discoveries, know how, designs, algorithms, developments, improvements, copyrightable material (regardless whether such material is copyrightable under U.S. law and/or the law of any foreign nation and including all original work of authorship), patentable material (whether such is patentable under U.S. law and/or the law of any foreign nation), trademarks and trade dress (together with the goodwill associated with such trademarks and/or trade dress) and the like, including but not limited to, physical devices, computer software, both object and source code, databases, methodologies and works of authorship, and all related patents, designs, copyrights, trade secrets, mask works, confidential information, applications for and improvements to the foregoing, and other rights and information of a similar nature worldwide.
- 1.9 **ISO 27001/27002 Certification:** A certification that Supplier's information security management system satisfies the information security standard of the International Organization for Standardization and the International Electrotechnical Commission, or an equivalent report or certification applicable to international locations.
- 1.10 **Notice:** Formal written correspondence providing Notice of action, purpose, intent, or the like given under the provisions of the Contract. Unless otherwise provided in the Contract, Notice shall be delivered in person, by overnight delivery or by certified mail to the Company Representative or Supplier and shall be effective when received. General correspondence is not categorized as Notice. Notice shall be deemed effective if another mode of delivery is used and actual receipt is accomplished. Either Party shall have the right to change the address or name of the person to whom such Notices are to be delivered by Notice to the other Party.
- 1.11 **Personal Information:** Any one or more data elements identified in applicable law of a Purchaser customer, employee, job applicant, retiree or contractor, which includes, without limitation: (i) social security number; (ii) driver's license number or government issued ID number; (iii) financial account number or credit or debit card number when combined with a security code, access code or password; (iv) personal user name or email address when combined with a password or security question and answer; (v) personal medical information; (vi) passport/alien registration information; (vii) date of birth; (viii) tax identification number; (ix) biometric data; (x) health insurance policy number when combined with a unique identifier; and (xi) salary information.
- 1.12 **Purchase Document:** The Purchaser purchase order or purchase contract form that is a part of and incorporates the remaining documents comprising the Contract.
- 1.13 **Purchaser:** The entity named and designated as the Purchaser on the Purchase Document and includes its successors and assigns.
- 1.14 **Purchaser Entities:** Purchaser, its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. and their respective officers, directors, agents, and employees.
- 1.15 **Records:** Has the meaning set forth in Section 37.1.
- 1.16 **Release:** A written document (including, but not limited to, electronic mail and fax) serving as a delivery or work authorization and used by Purchaser to authorize Supplier to commence Work (or a portion thereof) or which amends or revises a previous Release. Releases shall be valid only to specify the Company Representative, scope of the Work, compensation method, price, time of performance and other details necessary to describe the scope of Work. A Purchaser purchase order form, when released against a Purchaser purchase contract form, may serve as a Release. Releases shall not in any way change, amend, supersede, or supplement the other terms and conditions of a Contract.
- 1.17 **Representative:** Has the meaning set forth in Section 13.2.
- 1.18 **SSAE 18 Report:** Any audit report (including both those commonly referred to as "Type I" and "Type II" and/or SOC 1, SOC 2, and SOC 3) of which Supplier is the subject and which is prepared in conformance with Standards for Attestation Engagements No. 18, as promulgated by the American Institute of Certified Public Accountants, or an equivalent report as may be set forth in succeeding guidance which replaces or modifies those standards as part of generally accepted accounting or auditing principles followed in the United States of America.
- 1.19 **Subcontractor:** Any person, firm, partnership, association, joint venture, company, corporation, or other entity, regardless of tier, having an agreement, formal or informal, with Supplier to provide any part of the Work under the Contract. The term Subcontractor shall include, without limitation, contractors, vendors, and suppliers of Supplier.
- 1.20 **Supplier:** The individual or organization responsible for performing the Work identified in the Purchase Document.
- 1.21 **Supplier Improvements:** Any modification or improvement to Supplier Intellectual Property, whether or not used in connection with or directly related to the Work, and is conceived, discovered, developed, produced, composed or otherwise arises from the Work or Supplier's use of Purchaser Confidential Information, equipment or technology.
- 1.22 **Supplier Intellectual Property:** Supplier's Intellectual Property conceived, discovered, developed, produced, or composed (i) prior to, or (ii) outside the scope of, Supplier's performance of the Work and Supplier's use of Purchaser Confidential Information, equipment or technology.
- 1.23 **Transactional Taxes:** Sales, use or other transactional taxes lawfully imposed upon the sale of the Work to Purchaser or upon Purchaser's storage, use or consumption of the Work.
- 1.24 **Work:** Work shall include any and all labor, supervision, materials, goods, consumables, equipment, reports, evaluations, engineering, delivery, erection, construction, testing, tools, drawings, manuals, documents, and all other necessary activities for the execution and timely completion of Supplier's obligations under the Contract.

2.0 ORDER OF INTERPRETATION:

1. In case of conflict between or among documents related to the Contract, the following order of precedence shall apply unless otherwise specified: first: Change Forms, second: information contained in the body of the Purchase Document, third: any attached supplemental terms and conditions, fourth: these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES, fifth: Releases, and last: other documents such as drawings, specifications and schedules incorporated into the Purchase Document. Releases shall not in any way change, amend, supersede, or supplement the terms and conditions of the Contract except as provided

in these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES. In case of conflict among Change Forms, the Change Form with the most recent date shall take precedence. In case of conflict among Releases, the Release with the most recent date shall take precedence.

2.2 Figure dimensions on drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

3.0 SCOPE OF WORK:

- 3.1 Supplier shall perform all activities necessary for its completion of the Work specified in the Contract. Time of delivery or performance of the Contract is of the essence.
- 3.2 All correspondence, invoicing, reports, drawings, and other communications, both oral and written, related to the Contract shall be in the English language. All drawings, specifications and other technical submittals shall be provided in a format consistent with the technical standards for presentation of such material then in effect by the prevalent United States of America organization responsible for the promulgation of such standards, including, but not limited to, American National Standards Institute, American Petroleum Institute, American Society of Mechanical Engineers, National Electric Code, and National Electrical Manufacturer's Association. All measurements shall use the English system unless otherwise specifically set forth in the Contract. All monies due shall be invoiced and payable in U.S. Dollars.
- 3.3 Changes in the scope of the Contract, including any and all modifications, changes and/or additions to the Work, will only be performed when authorized by a Change Form, except, however, for Work originally authorized in a Release, which may be modified by an amended Release.
- 3.4 Any claims for recovery of costs which are not clearly set forth herein or by issuance of a Change Form or amended Release, as applicable, must be asserted by Supplier in writing within thirty (30) calendar days after the cause of such claim has occurred. In the event a dispute arises as to the equitable adjustment of such claim, Supplier, at the direction of Purchaser, shall proceed with the Work pending resolution of the dispute.
- 3.5 In performing any part of the Work at a Purchaser site, including Cure pursuant to Section 9.0, WARRANTY, Supplier shall comply with the Purchaser site work rules and regulations, copies of which shall be provided to Supplier upon request. If Supplier Work is less than the "30 workdays or 240 work hours, cumulative, per rolling 12-month period" requirement, as defined in Purchaser's Supplier Safe and Secure Workplace Policy, and therefore is not subject to such policy, the following shall apply:
- 3.5.1 Supplier shall not permit or suffer the introduction or use of intoxicating liquor, firearms, or illegal drugs/controlled substances without a valid prescription upon the Work, including Cure, or upon any of the grounds occupied or controlled by Supplier; and
- 3.5.2 All Supplier and Subcontractor employees shall be subject to "post-incident" controlled substances and alcohol testing while at a Purchaser site. No Supplier or Subcontractor employee required to take a post-incident alcohol test shall use alcohol for eight (8) hours following the incident, or until they undergo a post-incident alcohol test, whichever occurs first.
- 3.5.3 Supplier shall immediately notify the NEE Security Operations Center via telephone (561-694-5000 or tollfree 1-888-694-6444) of any incidents involving or caused by Supplier or Subcontractor employee.
- 3.6 In performing any part of the Work at a Purchaser site, including Cure pursuant to Section 9.0, WARRANTY, Supplier shall (and shall cause its Subcontractors to) comply with the Purchaser site work rules and regulations.
- 3.7 Supplier shall not bring chemicals to the jobsite that exceed the thresholds prescribed in accordance with applicable laws, rules, and regulations (including, without limitation, 29 CFR and 40 CFR) without prior written approval of the Company Representative. Supplier's request for approval shall include a Risk Management Plan ("RMP") for the jobsite. This plan shall follow and be in compliance with all applicable laws, rules, and regulations (including, without limitation, 29 CFR and 40 CFR). Such RMP shall be in place before a threshold is exceeded.
- 3.8 If Supplier is authorized to supply materials (other than Consumables), Supplier shall comply with Purchaser bar coding requirements, if specified in the Contract.
- 3.9 Supplier shall, at all times, keep its work areas in a neat, clean, and safe condition. Supplier shall be responsible for continuous clean up and removal of its trash, debris, waste materials and scrap and disposal of such trash, debris, waste materials and scrap off the jobsite. Upon completion of any portion of the Work, Supplier shall immediately remove all of its equipment, construction plant, temporary structures, and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and before final payment is made, Supplier shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to Purchaser's warehouse or designated lay down area(s), at Purchaser's option of any salvageable materials for which Purchaser has reimbursed Supplier or that has been supplied by Purchaser for incorporation into the Work but not used; and Supplier shall leave the premises in a neat, clean and safe condition acceptable to the Company Representative. In the event of Supplier's failure to comply with the foregoing, the same may be accomplished by Purchaser at Supplier's expense.
- 3.10 Purchaser shall retain all right, title, and interest in and to all Purchaser-provided materials and equipment, which includes, without limitation, materials used to complete the Work, as well as any excess, left-overs and/or scrap materials. Upon the earlier of the completion of all the Work or termination of the Contract, Supplier shall coordinate the prompt return of any unused Purchaser-provided materials and equipment.
- 3.11 If the country of origin of any of the Work changes, then Supplier shall notify Purchaser within two (2) business days of knowledge of such occurrence, provided that it is understood that Supplier shall not be entitled to and hereby waives any right to seek any adjustment to the Contract price or the Work schedule as a result of or arising from such occurrence. In addition, Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by Purchaser Entities as a result of such change.

4.0 INVOICING AND VERIFICATION OF COSTS:

- 4.1 Supplier shall submit invoices to Purchaser and Purchaser shall pay Supplier for its performance of the Work in accordance with the following terms unless otherwise specified in the Contract:
- 4.1.1 Supplier's compensation for scheduled Work shall include hourly rates and reimbursable expenses. Hourly rates shall be based on the Hourly Rate Schedule per hour of Work rendered, contained in the Contract. The hourly rates include profit and all direct and indirect costs except reimbursable expenses specified in Section 4.1.2. Supplier shall complete the Work and shall invoice Purchaser for the actual man-hours expended to perform the Work multiplied by the applicable hourly rate plus reimbursable expenses directly related to the Work up to the Purchase Document not to exceed amount contained in the body of the Purchase Document. In the event Supplier's total costs to complete the Work exceed the Contract not-to-exceed amount, Purchaser shall only be invoiced such not-to-exceed amount.
- 4.1.2 Purchaser shall reimburse Supplier for reasonable expenses incurred by Supplier in performance of the Work at actual cost or Supplier's standard published rates, as applicable. Actual costs are amounts actually disbursed, excluding overheads and any other mark-ups. Supplier shall demonstrate to Purchaser that such expenses are necessary for the performance of the Work or that Purchaser specifically authorized such expenses. Such expenses are:
- 4.1.2.1 Moderate and reasonable travel and living expenses, including transportation, lodging, meals, and other similar expenses required in the performance of the Work at actual cost. Supplier shall utilize economy class airfares when available. Supplier shall obtain prior Purchaser approval if such airfares are not available, before utilizing higher-cost airfares. In no event shall Supplier be reimbursed for first class or business class airfares unless Supplier has obtained prior Purchaser written approval. Supplier shall, to the maximum extent available, utilize hotels offering corporate rates to Purchaser, and make use of such rates.
- 4.1.2.2 Long-distance telephone and other such expenses at actual cost.
- 4.1.2.3 Blueprint, reproduction, and computer services costs at Supplier's actual costs where supplied by outside sources, or at Supplier's standard published rates where supplied by Supplier. Standard rate schedules shall be submitted to the Company Representative prior to incurring such costs.
- 4.1.2.4 Other direct expenses at actual cost which have been incurred following submission of a written request justifying the need for such direct expenses and receipt of Purchaser's written authorization to incur such direct expense.
- 4.1.2.5 Supplier is not authorized to provide, and shall not be reimbursed for, materials (other than Consumables) unless explicitly stated in the body of the Purchase Document.

- 4.1.3 Supplier shall submit a monthly invoice in duplicate for the cost of the Work provided during the previous monthly period within the specified scope of Work, with sufficient detail to verify invoiced amounts.
- 4.1.4 Each invoice shall include:
- 4.1.4.1 Title identifying the project;
- 4.1.4.2 Purchaser's Purchase Document number;
- 4.1.4.3 Hours of Work performed by each individual, the individual's respective personnel category and rate per hour and the resulting total cost for each such individual for the invoicing period;
- 4.1.4.4 Itemization of all reimbursable expenses over twenty-five U.S. Dollars (\$25);
- 4.1.4.5 Total amount of current invoice;
- 4.1.4.6 Total amount previously invoiced; and
- 4.1.4.7 Total amount invoiced to date including current invoice.
- 4.1.5 Supplier shall submit invoices for costs as soon as practical, but in no event later than sixty (60) calendar days following the later of (i) the end of the month during which the invoiced costs were incurred or (ii) the end of the month in which Supplier received an invoice for costs chargeable to Purchaser. Failure to invoice costs in a timely manner as described in this Section 4.0 may, at Purchaser's sole discretion, result in the disallowance of such costs.
- 4.1.6 Invoices shall include supporting documentation acceptable to Purchaser and shall group charges by labor charges and reimbursable expenses. All payments shall be due and payable in accordance with the Purchaser's Purchase document after Purchaser's receipt of a correct and properly documented invoice. Invoices shall be dated to reflect the actual transmittal date. Invoices that are not correct or properly documented shall be returned to Supplier. Corrected invoices shall be retransmitted.
- 4.2 Any third-party billings (such as for air travel or hotel costs) which are reimbursed to Supplier by Purchaser under the terms of the Contract shall be directly charged to Purchaser by Supplier net of any discounts or rebates received by Supplier from the third-party provider of those items. Where such discounts or rebates are received by Supplier on a consolidated or after-the-fact basis, Supplier shall fulfill the requirements of this Section 4.0 by making a reasonable estimation or proration of such discounts or rebates and applying this to the billing of the reimbursable item to Purchaser.
- 4.3 Any charges billed and received by Supplier which are later determined to have been billed in error, by deception, or otherwise unsubstantiated, shall be repayable in full to Purchaser. Purchaser shall send a written notification to Supplier and Supplier shall promptly verify and have five (5) business days from date of notification to refund the verified amount (plus reasonable costs of collection and funds associated with such overpayment as are agreed between Supplier and Purchaser).
- 4.4 Except for direct payments to Subcontractors which filed liens pursuant to the Florida Construction Lien Law or otherwise made claim against Purchaser Entities, final payment to Supplier shall be due and payable by Purchaser the later of (i) forty-five (45) calendar days after acceptance of the Work and, if requested by Purchaser, receipt by Purchaser of an affidavit of Supplier, satisfactory to Purchaser, certifying payment of all indebtedness to all Subcontractors and (ii) the time frame specified in the Purchaser Purchase Document for payments after Purchaser's receipt of a correct and properly documented invoice. Supplier agrees to execute a written release and to submit unconditional waivers and releases of liens from Subcontractors prior to final payment in a form acceptable to Purchaser if requested by Purchaser. Purchaser may withhold ten percent (10%) of the Contract price until receipt of the above described affidavit and lien waivers and releases. Supplier further agrees to indemnify, defend and hold Purchaser Entities harmless from and against any lien, on the project, the Work, the jobsite or any fixtures or personal property included in the Work created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Supplier, any Subcontractor or other person or entity providing labor or materials in connection with the Work.
- 4.5 If any payment due date under the Contract falls on a day that is not a business day, then it is agreed by both parties that such payment shall be due and payable on the next succeeding business day.
- 4.6 Supplier shall ensure the security of its accounts and networks and shall be exclusively responsible for any communications sent to Purchaser from such accounts and networks, whether intentional or by deception.

5.0 PAYMENTS WITHHELD AND SET-OFF:

- 5.1 Purchaser shall notify Supplier in writing of its intention to withhold payment and a statement of the reason for such withholding. Purchaser may withhold any payment or portion thereof to protect it from loss on account of Supplier's failure to comply with the provisions of the Contract, including, but not limited to:
- 5.1.1 Supplier is in default;
- 5.1.2 Defective Work not remedied;
- 5.1.3 Failure to provide partial lien waivers when requested by Purchase from third parties that provided work or materials to the Project;
- 5.1.4 Claims or liens filed or reasonable evidence indicating probable filing of claims by any third party against Purchaser;
- 5.1.5 Reasonable doubt as to the ability of Supplier to make payments properly and immediately to Subcontractors for material or labor;
- 5.1.6 Damage to another contractor, subcontractor or third party working on the Project;
- 5.1.7 Reasonable indication that the amount invoiced exceeds the value of the Work completed during the invoiced period;
- 5.1.8 Failure to provide a timely response to a reasonable request for supporting data regarding invoiced amount;
- 5.1.9 Any act (or alleged act) of fraud, embezzlement, theft (or conversion) of any property belonging to Purchaser and/or Purchaser's customers; and
- 5.1.10 Damage to Purchaser-provided equipment, materials, and tools.
- 5.2 After Supplier remedies the cause of withholding identified pursuant to Section 5.1 to Purchaser's satisfaction, payment shall be made for the amounts withheld.
- 5.3 Purchaser shall be entitled at all times to set-off any amount due from Supplier, or its affiliates, to Purchaser Entities against any amount payable by Purchaser to Supplier even if the set-off concerns another contract.

6.0 VISITS AND INSPECTIONS:

All Work shall be properly inspected by Supplier and shall at all times be subject to additional inspection by Purchaser. Representatives of Purchaser shall have the right to visit the facilities of Supplier and Subcontractors, if any, and witness the Work being performed provided they make arrangements in advance of such visits. Representatives from Purchaser shall comply with pertinent safety and security regulations.

7.0 KEY PERSONNEL:

- 7.1 Prior to commencing the Work, Supplier shall identify to the Company Representative key personnel (including their education and experience) it proposes to assign to perform the Work. Purchaser shall have the right to periodically review the staffing level, qualifications and performance of Supplier and may recommend appropriate changes. Supplier shall periodically submit a Work staffing and qualifications report as requested by Purchaser.
- 7.2 In the event of any reassignment or change in key personnel, Supplier shall provide an overlap of key personnel for a period sufficient to ensure that no adverse impact to the Work occurs. All costs of such overlap shall be borne by Supplier and shall not be reimbursable under the Contract.

8.0 CHARACTER OF WORKERS:

- 8.1 Supplier shall at all times enforce strict discipline and good order among personnel engaged in the performance of the Work and shall ensure that all personnel are skilled in, qualified for and otherwise fit for the performance of the portion of the Work assigned to such personnel. Supplier shall immediately remove from the Work Supplier's personnel who Supplier determines are unfit, who create disciplinary, security or safety problems.
- 8.2 To the maximum extent permitted by applicable law, Purchaser reserves the right to direct Supplier to remove immediately from the jobsite any personnel of Supplier, any Subcontractor, or any Subcontractor personnel, who, in the sole opinion and discretion of Purchaser (i) poses any threat to the security, health or safety of Purchaser, its property, its customers, or the public, (ii) whose conduct adversely affects the Work or reflects unfavorably upon Purchaser, (iii) who have been terminated for cause by Purchaser or its affiliates, or (iv) have committed, or allegedly committed, whether by Purchaser, any law enforcement agency or otherwise, any act of fraud, embezzlement, theft (or conversion) or other violation of law, whether or not such act of fraud, embezzlement, theft (or conversion) or other violation of law occurred, or alleged to have occurred, during or in the course of the performance of the Work or in connection with the Contract.

- 8.3 With respect to Supplier or Subcontractor personnel who receive Purchaser identity badges, Purchaser email address or passwords to Purchaser automated systems, Supplier shall cause such personnel to comply with Purchaser's applicable onboarding requirements, which may include, but are not limited to, training on and confirmation of adherence to Purchaser policies relating to confidentiality, safety and cybersecurity/data security obligations, any breach of which shall be deemed a material breach of the Contract. Supplier shall notify the Company Representative or the Purchaser Corporate Security Department in writing within two (2) business days following the conclusion of any such person's assignment to perform a portion of Work which ends prior to the completion of all Work so that Purchaser may appropriately revoke that individual's access. In the event Supplier removes from the Work any such individual "for cause", Supplier shall not later than one (1) hour following such removal provide written notification to the Company Representative and the Purchaser Corporate Security Department of such removal for purposes of having removals related to: (a) falsifications and misrepresentations; (b) violation of Supplier policy or procedure; (c) violation of any Purchaser, Supplier or Subcontractor safety rule or procedure; (d) violation of any Purchaser, Supplier or Subcontractor security rule or procedure of security rules; (e) workplace violence or disciplinary problem; (f) felony arrest; or (g) any behavior that could adversely affect the Work or reflects unfavorably upon Purchaser Entities. Supplier's written notification of it or its Subcontractors removal of any personnel for cause shall include the following information: (i) name of Supplier or Subcontractor personnel removed; (ii) date of such removal; (iii) general description of reason for removal; and (iv) the name of Supplier's supervisor removing such individual from the Work.
- 8.4 Within twenty-four (24) hours of Purchaser's request, Supplier shall provide to the Company Representative written listings of the names of Supplier or Subcontractor personnel who have been assigned to participate in Work during the period under report, and whose work has, or reasonably could, entail unescorted (e.g. personnel who receive Purchaser identity badges) access to Purchaser premises, or access via password to Purchaser automated systems.
- 8.5 Supplier, its employees, and Subcontractor employees shall not commit any act of fraud, embezzlement, theft (or conversion) or any other violation of law during or in the course of the performance of the Work or in connection with the Contract. Supplier shall immediately provide Purchaser written notice of and remove from the Work and the jobsite any person that is an employee of Supplier or any Subcontractor who Supplier knows, or should have known, committed, or is alleged to have committed (whether by Purchaser, any law enforcement agency or otherwise), any act of fraud, embezzlement, theft (or conversion) or any other violation of law during or in the course of the performance of the Work or in connection with the Contract. Supplier shall promptly reimburse Purchaser for all costs incurred by Purchaser as a result of any act of fraud, embezzlement, or theft (or conversion) of any property, materials, supplies and/or equipment belonging to Purchaser and/or Purchaser's customers.

9.0 WARRANTY:

- 9.1 Supplier warrants that the Work furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Work; (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature and (v) be suitable for the use intended. If Supplier is authorized to provide materials (other than Consumables), Supplier warrants that, in addition to the warranty specified above which shall also apply to materials, the Work shall be (i) delivered to Purchaser free from faulty design (to the extent of Supplier's design responsibilities) and (ii) constructed utilizing new materials and equipment free from faults and defects of sufficient size, capability and materials to meet in all respects the requirements and operating conditions specified in the Contract.
- 9.2 If any failure to meet the foregoing warranty, or any additional warranties or performance guarantees as may be specified elsewhere in the Contract, occurs or is discovered during the performance of the Work or within twelve (12) months after acceptance of the Work by Purchaser (or such longer period of time as may be stated elsewhere in the Contract), Supplier shall immediately Cure all materials, equipment or Work (including, if Supplier provided installation services as part of the original scope of Work, then payment for labor associated with such Cure inclusive of disassembly, removal, replacement and reinstallation charges) affected by such failure at Supplier's sole cost and expense. Supplier shall reimburse Purchaser for costs directly incurred by Purchaser as a result of reliance by Purchaser on Work that fails to meet such warranties. Work so Cured shall be warranted for an additional period of twelve (12) months (or such longer period of time as may be stated elsewhere in the Contract), following completion of the Cure. Notwithstanding the above, there shall be no time limitations on Supplier's warranty of free and clear title.
- 9.3 Neither payment, nor any other provision of the Contract, nor partial or entire use or possession of the Work shall relieve Supplier of liability with respect to the warranties contained in the Contract.
- 9.4 Purchaser shall give written notice to Supplier of any failure of the Work or nonconformance with the warranties or performance guarantees discovered by Purchaser. All warranty Work shall be performed on a schedule established by Purchaser as required to support system operations. Purchaser shall, without impact to the warranties provided in this Section 9.0, have the right to operate and otherwise use the Work until such time as Purchaser deems prudent to suspend such operation or use for Cure by Supplier. If the Work has been placed in service, Supplier shall make such corrections or replacements as soon as Purchaser deems it prudent to remove the Work from service for any warranty Cure by Supplier, even if the warranty expires prior to the removal of the Work from service. Supplier shall provide labor for Cure on a straight time and overtime basis, at its expense, as necessary to meet Purchaser's schedule.
- 9.5 Whenever Cure is required, Supplier shall bear the risk of loss or damage for Work requiring Cure during the period of such Cure. If any Work must be removed from the jobsite, transportation charges associated with any Cure shall be borne by Supplier. Supplier shall revise any and all drawings, as appropriate, to reflect any changes or modifications made during Cure.
- 9.6 If Supplier fails or refuses to effect Cure of nonconforming Work or fails to (i) identify the problem, schedule for Cure and initiate Cure within a reasonable period not to exceed ten (10) calendar days after written notice of nonconformance and (ii) complete Cure, utilizing its best efforts, within a reasonable period of time not to exceed thirty (30) calendar days (or such longer period or periods as Purchaser may authorize in writing), Purchaser may effect such Cure without impairing the warranties stated in this Section 9.0, and charge the cost incurred by Purchaser to Supplier. In addition, if Supplier fails to furnish timely disposition instructions, Purchaser may dispose of the non-conforming Work in a reasonable manner, in which case Purchaser shall be entitled to reimbursement from Supplier for reasonable expenses as well as for any excess cost incurred in the disposition of said Work.
- 9.7 Supplier shall obtain, for the benefit of Purchaser, all available warranties of Subcontractors for all materials and equipment manufactured or furnished or Work performed by them to the extent such warranties exceed the requirement of the warranties set forth in this Section 9.0. To the extent such warranties are in written form, originals identifying Purchaser as the warranty beneficiary shall be furnished to Purchaser. Supplier's warranty shall be primary to any additional warranties furnished under this Section 9.7.
- 9.8 Supplier warrants that the written instructions regarding use of the Work shall conform to accepted engineering and operating practices as of the time such instructions are prepared. If any non-conformance to this warranty occurs or is discovered, Supplier shall furnish, at no cost to Purchaser, corrected instructions. In the event such non-conformance causes the Work to (i) be damaged or (ii) fail to meet applicable performance standards, Supplier shall effect Cure as specified in this Section 9.0.
- 9.9 The warranties and remedies provided herein shall be in addition to all warranties and remedies provided by law.

10.0 PERMITS AND FEES:

- 10.1 Supplier shall secure and pay for all permits, authorizations, approvals, governmental fees, and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Contract.
- 10.2 Supplier shall obtain and maintain those consents, permits, licenses and other authorizations that are required to conduct its business at no cost to Purchaser

11.0 TAXES:

- 11.1 Supplier is responsible for and shall pay all taxes due under the Contract, if any, including all present or future import duty, federal, state, county, municipal or other excise or similar taxes levied with respect to the Work, except all current applicable Transactional Taxes which shall be paid in accordance with the instructions contained in the Purchase Document as further described in Section 11.3. Supplier expressly agrees that Purchaser shall incur no liability or expense under the Contract due to change in tax or duty requirements, excluding all current applicable Transactional Taxes. Any increase in taxes or duties, excluding applicable Transactional Taxes, shall be at the expense of Supplier and not Purchaser.

- 11.2 In no event shall Purchaser be required to pay any tax levied on or determined by Supplier's income, taxes expressly imposed to be paid solely by Supplier or licenses and permits required for Supplier to conduct business.
- 11.3 Purchaser's Purchase Document may indicate one (1) of the following four (4) manners of addressing Transactional Taxes: (i) Transactional Taxes shall be separately itemized and charged by the Supplier on Supplier's invoice; (ii) Transactional Taxes are applicable to the transaction, but will be paid by Purchaser under Purchaser's direct pay permit, which will be provided to Supplier upon request; (iii) The transaction is exempt from Transactional Taxes pursuant to a valid tax exemption certificate, which will be provided to Supplier upon request; or (iv) Transactional Taxes are not applicable to the transaction. In the event that Purchaser's Purchase Document fails to indicate one of the above four (4) manners of addressing Transactional Taxes, applicable Transactional Taxes, if any, shall be separately itemized and charged by the Supplier on Supplier's invoice.
- 11.4 Purchaser shall not be obligated to pay, and shall be immediately reimbursed by Supplier if Purchaser does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Supplier to comply with the Contract, applicable laws or governmental regulations, and Supplier shall defend, indemnify and hold Purchaser Entities harmless from the payment of any and all such taxes, penalties and interest.

12.0 TITLE AND TRANSPORTATION TERMS:

- 12.1 Supplier warrants and guarantees that legal title to and ownership of each portion of the Work shall pass to Purchaser, free and clear of any and all liens and encumbrances, upon the earlier of (i) payment to Supplier of the portion of the Contract price related to such portion of the Work or (ii) delivery of such portion of the Work to the site identified in the Contract.
- 12.2 Supplier's terms for accrued shipment charges shall be explained in the Contract. Airfreight transportation charges must be pre-approved by Purchaser to allow reimbursement of costs to Supplier when appropriate.
- 12.3 Purchaser shall retain all right, title and interest in and to all Purchaser-provided materials and equipment, which includes, without limitation, materials used to complete the Work, as well as any excess, left-overs and/or scrap materials. Upon the earlier of the completion of all the Work or termination of the Contract, Supplier shall coordinate the prompt return of any unused Purchaser-provided materials and equipment

13.0 PROPRIETARY MATERIAL AND CONFIDENTIALITY:

- 13.1 Except as set forth in this Section 13.0, Supplier shall (and shall cause its Subcontractors and Representatives to) hold all Confidential Information in confidence and not disclose any such Confidential Information to any third party. Notwithstanding the foregoing, Supplier may disclose the following categories of information or any combination thereof: (i) information which is or becomes publicly available other than as a result of a violation of the Contract; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to Supplier to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Purchaser; (iii) information which Supplier can demonstrate was legally in its possession prior to disclosure by Purchaser; or (iv) information which is developed by or for Supplier independently of Purchaser's Confidential Information. All right, title, and interest in and to the Confidential Information shall remain with Purchaser.
- 13.2 Confidential Information shall not be used for any purpose other than to complete the Work. Confidential Information shall be held in strict confidence by Supplier and shall not be disclosed without prior written consent of Purchaser, except to those advisors, affiliates, representatives, assigns, attorneys, employees, directors, and/or officers (collectively, "Representatives") and/or Subcontractors, in each case, with a need-to-know the Confidential Information for the purposes of performing or completing the Work. Notwithstanding the foregoing, Supplier shall not use Confidential Information in connection with the development of any Supplier Improvements not directly related to the Work without the express written consent of Purchaser. Supplier shall (i) be responsible for any breach of the Contract by Supplier or its Subcontractors or Representatives and (ii) use the same degree of care to protect the Confidential Information as Supplier employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.
- 13.3 In the event Supplier is requested or required by legal or regulatory authority to disclose any Confidential Information, Supplier shall promptly notify Purchaser in writing of such request or requirement prior to disclosure, if permitted by law, so that Purchaser may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Supplier agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Supplier will cooperate with Purchaser and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 13.3.
- 13.4 Supplier shall not (and Supplier shall cause its Subcontractors and Representatives not to) release or make any announcements, public disclosures, social media postings or press releases, including, without limitation, use of any Purchaser Entity name, any advertisements, publications or documents or the release of any information to any member of the public, press or official body, regarding or concerning the Contract, the Work, or any part thereof without obtaining prior written consent from Purchaser's Marketing and Corporate Communications Department, which consent may be withheld in Purchaser's sole and absolute discretion.
- 13.5 Supplier agrees that money damages would not be a sufficient remedy for any breach of this Section 13.0 and that Purchaser shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 13.0. Such remedy shall not be the exclusive remedy for any breach of this Section 13.0 but shall be in addition to all other rights and remedies available at law or in equity.
- 13.6 Supplier, in the performance of the Work under the Contract, shall (and shall cause its Subcontractors and Representatives to) comply with and shall protect all Intellectual Property rights (i) of Purchaser, (ii) which Purchaser is obligated to comply with or protect or (iii) which are otherwise involved in or related to Supplier's performance of the Work under the Contract.
- 13.7 Subject to the provisions of Section 14.0, OWNERSHIP, any Intellectual Property, information, data or engineering results which are developed by Supplier under the Contract shall be Purchaser's Intellectual Property and Confidential Information and Supplier shall assign and hereby does assign such Intellectual Property and Confidential Information to Purchaser. Supplier shall promptly disclose all such Purchaser Intellectual Property and Confidential Information to Purchaser. Supplier shall not publish, market, sell, use, make, duplicate, modify, improve, profit from, incorporate into any commercial offering, or otherwise use for any purpose outside this Contract any Purchaser Intellectual Property or Confidential Information, including any improvements to algorithms, models, formulas, designs and methods (including artificial intelligence and predictive processes) made in connection with the performance of the Work hereunder without the express written consent of Purchaser. If so requested by Purchaser, Supplier, its employees, Subcontractors and its Subcontractors' employees, without additional compensation from Purchaser, shall execute any and all documents prepared by Purchaser or its designees and assist in every reasonable way to perfect, maintain or assert the rights of Purchaser or Purchaser's assignees.
- 13.8 Supplier shall: (a) limit its use and distribution of Personal Information to only those employees with a legitimate "need-to-know" such Personal Information, as necessary to perform the Work under the Contract; and (b) use the same degree of care to protect the Personal Information as Supplier employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standards.
- 13.9 If any of Purchaser's data that is held by Supplier is breached or subject to a cyber incident or data privacy incident, Supplier shall utilize its best efforts to: (i) provide Purchaser written Notice of such breach or incident no later than five (5) calendar days from the date it obtains actual or constructive knowledge of the breach or incident or it otherwise has reason to believe a breach or incident has occurred; and (ii) mitigate any and all adverse effects of the data breach or incident, which shall include, without limitation, providing Purchaser all statutorily required documentation that Purchaser determines is necessary in order to satisfy any breach or incident reporting obligations under applicable law. The written Notice to Purchaser required in the previous sentence shall include the names of all individuals whose information or data was breached or affected, as well as the type of Personal Information, if any, that was breached or affected. For purposes of this provision, "breach" or "data privacy incident" means any unlawful or unauthorized acquisition, access, or use of data that compromises the security, privacy, or integrity of the data, or an event that Supplier is aware of and reasonably believes is likely to result in unauthorized access to or disclosure of data regardless of format or whether such compromise was accidental or intentional. Supplier will not, without the prior consent of the Purchaser in writing, utilize any generative artificial intelligence software, tools, or technologies, including natural language processing, deep learning algorithms, or machine learning models directly or indirectly in the performance of the Services.

- 13.10 At any time upon Purchaser's request, Supplier shall return or destroy, at Purchaser's option, all written Confidential Information, and Supplier shall not (and shall cause its Representatives not to) retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by Supplier or its Representatives to the extent that retention of such Confidential Information is necessary to comply with Supplier's or its Representatives' internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of the Contract.
- 13.11 Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability; loss or damage (including attorneys' fees and costs) assessed against or suffered by Purchaser Entities as a result of an allegation or claim of noncompliance by Supplier with this Section 13.0.
- 13.12 Supplier shall include the provisions of this Section 13.0 in all its subcontracts.

14.0 OWNERSHIP:

- 14.1 Supplier shall disclose to Purchaser immediately and fully in writing, without limitation, any and all Discoveries" made by Supplier.
- 14.2 Except as it relates to any Supplier Intellectual Property, Supplier hereby and herein irrevocably assigns and agrees to assign to Purchaser or Purchaser's assignees all of Supplier's, its employees', its Subcontractors' and its Subcontractors employees' rights, title to and interest in any and all Discoveries and Supplier Improvements (whether or not created in violation of Section 14.2 hereof), with such assignment to be effective from the earlier of the moment of conception, reduction to practice, creation and/or fixation in any medium. Such assignment includes, without limitation, all right, title and interest in and to any and all Discoveries and Supplier Improvements, whether created, conceived, developed, or reduced to practice by Supplier, its employees', Subcontractors' or Subcontractors employees' solely or jointly, regardless of whether: (i) Supplier or its employees utilized Purchaser's tools or resources to create, conceive, build or reduce to practice any Discoveries and/or Supplier Improvements; or (ii) such Discoveries and/or Supplier Improvements are created, conceived, built or reduced to practice after working hours. Supplier shall not publish, market, sell, use, make, duplicate, modify, improve, profit from, incorporate into any commercial offering, or otherwise use for any purpose outside this Contract any Purchaser Intellectual Property or Confidential Information, including any improvements to algorithms, models, formulas, designs and methods (including artificial intelligence and predictive processes) without the express written consent of Purchaser. If so requested by Purchaser, Supplier, its employees', Subcontractors' and its Subcontractors employees', without additional compensation from Purchaser, shall execute any and all documents prepared by Purchaser or its designees and assist in every reasonable way to perfect, maintain or assert the rights of Purchaser or Purchaser's assignees to and in Discoveries and/or Supplier Improvements, including assistance in obtaining letter patents, copyrights or any other applicable formal means of recognition of the rights of Purchaser or Purchaser's assignee(s). Supplier hereby warrants and represents that it has agreements in place with its employees and Subcontractors that requires such employees and Subcontractors to assign to Supplier any and all rights necessary for Supplier's compliance with this Section 14.0.
- 14.3 Except as it relates to any Supplier Intellectual Property, Supplier and Purchaser agree that Purchaser may, in its discretion, treat the Work products resulting from the Contract as work made for hire under the copyright laws. Supplier also hereby and herein irrevocably assigns the entire right, title, and interest in all such copyrights and other works of authorship to Purchaser. Supplier also agrees to sign any necessary or appropriate documents to register the copyrights in the name of Purchaser or to assign such copyrights to Purchaser. Such documents shall be prepared by Purchaser, at Purchaser's expense, and Supplier shall sign them upon the request of Purchaser.
- 14.4 Supplier hereby irrevocably designates and appoints Purchaser Entities as its agent and attorney in fact, to execute and file any such applications and to do all other lawfully permitted acts for Purchaser to secure rights in the Discoveries and/or Supplier Improvements or to further the prosecution and issuance of United States and any foreign patent and copyrights thereon with the same legal force and effect as if executed by Supplier.
- 14.5 To the extent that any Supplier Intellectual Property is embedded in the Discoveries, Supplier Improvements or work product provided to Purchaser in connection with this Contract or any Work hereunder, Supplier hereby grants to Purchaser and its Affiliates a non-exclusive, irrevocable, perpetual, and royalty-free license to use such Supplier Intellectual Property to the extent necessary to permit Purchaser to utilize the Discoveries, Supplier Improvements and/or work product as a result of Supplier's performance under this Contract or any Work hereunder for Purchaser's business purposes.
- 14.6 Supplier acknowledges and agrees that Purchaser is permitted to create training materials and/or manuals to be used internally by Purchaser. All rights and title to such materials and manuals will be owned by Purchaser. Supplier hereby authorizes and grants to Purchaser the right to use Supplier provided documentation, data, drawings, pictures and logos in such materials and manuals.

15.0 INTELLECTUAL PROPERTY INFRINGEMENT:

- 15.1 The Discoveries, Work and work product produced and provided to Purchaser do not and will not misappropriate or infringe any third party's Intellectual Property. Supplier shall pay all royalties and license fees and at its sole expense shall provide for Purchaser the right to use any Supplier-provided design, device, material, or process covered by, or allegedly covered by, a third party's Intellectual Property. Supplier shall, at its sole expense, defend, indemnify and hold Purchaser Entities harmless from and against liability or loss, including all costs, expenses, and attorneys' fees, demands, claims, suits or judgments in connection with any claim or allegation that any part of the Work or Supplier's services infringes or misappropriates third party's Intellectual Property.
- 15.2 If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Supplier shall immediately exert its best efforts, by giving satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order. If such efforts prove unsuccessful, Supplier shall, at no expense to Purchaser, secure a temporary license to permit Purchaser to continue using the accused subject matter pending the final outcome of the dispute. If Supplier is unable to secure a temporary license prior to such temporary restraining order or preliminary injunction goes into effect, Supplier shall, at its own expense, and without impairing either (i) performance requirements of the Work, or any part, combination, process thereof, or (ii) other normal operations of Purchaser, either replace the affected Work, part, combination or process thereof with non-infringing components or parts, or modify same so that they become non-infringing.
- 15.3 If, in any such suit or proceeding, the Work, any part, combination or process thereof is held to constitute an infringement and its use is permanently enjoined, Supplier shall immediately exert its best efforts to secure for Purchaser a license, at no expense to Purchaser, authorizing its continued use. If Supplier is unable to secure such license within a reasonable time, Supplier shall, at its own expense, and without impairing either (i) performance requirements of the Work, any part, combination, or process thereof, or (ii) other normal operations of Purchaser, either replace the affected Work, part, combination or process thereof with non-infringing components or parts, or modify same so that they become non-infringing.
- 15.4 At Purchaser's option and sole discretion, Supplier shall immediately refund all monies paid by Purchaser to Supplier for the Work, should Supplier fail to secure a license or replace or modify such Work, pursuant to Section 15.3, or secure the lifting of an injunction, pursuant to Section 15.2, within a reasonable time. The exercise of this option shall not impair or limit Supplier's defense and indemnification obligations set forth in Section 15.1.

16.0 INDEPENDENT CONTRACTOR:

Supplier is at all times and shall remain an independent contractor and not a subcontractor, representative, agent or employee of Purchaser Entities, solely responsible for completing its Work under the Contract with full power and authority to select the methods, means and manner of performing such Work, so long as such methods, means and manner conform to all applicable specifications and drawings or authorized changes thereto and do not adversely affect the completed improvements or efforts of other suppliers and subcontractors in the execution of their work. Purchaser retains no control or direction over Supplier, its employees, and Subcontractors or over the detail, manner, or methods of performance of the Work by Supplier, its employees, and Subcontractors.

17.0 INDEMNITY:

- 17.1 Supplier agrees to protect, defend, indemnify and hold Purchaser Entities free and unharmed from and against any liabilities whatsoever resulting from or in connection with the Contract or in connection with the performance of the Work by Supplier, its employees, Subcontractors or Subcontractor employees, whether or not such liabilities are due to or caused in whole or in part by negligence of Purchaser Entities.
- 17.2 Subject to Sections 17.3 and 17.4, unless otherwise specified in the Purchase Document or supplemental conditions, the limit of Supplier's indemnity obligation per occurrence shall not exceed the sum of One Million Dollars (\$1,000,000). If Supplier is insured for liability with limits in excess of One Million Dollars (\$1,000,000) for claims arising per occurrence, Supplier's indemnity obligation shall extend up to but shall not exceed the higher limits of that insurance.

- 17.3 The limits of Supplier's indemnity obligations under Section 17.2 shall not apply to or limit Supplier's responsibility for attorneys' fees and costs under the Contract. The selection of counsel by Supplier or by its insurer to represent and defend Purchaser Entities shall be subject to the prior written approval of Purchaser.
- 17.4 The limits of Supplier's indemnity obligation contained in this Section 17.0 shall not apply to Supplier's indemnity obligations pursuant to Section 11.0, TAXES, Section 13.0, PROPRIETARY MATERIAL AND CONFIDENTIALITY, Section 15.0, INTELLECTUAL PROPERTY INFRINGEMENT, and Section 26.0, COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

18.0 INSURANCE:

- 18.1 Before commencing Work under the Contract, Supplier shall procure and maintain the following minimum insurance, unless otherwise specified in the Purchase Document, with insurance companies rated "A-, VII" or higher by A.M. Best's Key Rating Guide that are licensed to do business in the State where the Work is performed or to be performed, or as may be approved in writing by Purchaser from time to time:
- 18.1.1 Workers' Compensation Insurance for statutory obligations imposed by applicable laws where the Work is performed, including, where applicable, the Alternate Employer Endorsement, the United States Longshoremen's and Harbor Workers' Act, the Maritime Coverage and the Jones Act;
- 18.1.2 Employers' Liability Insurance, including Occupational Disease with a limit of (i) One Million Dollars (\$1,000,000) for bodily injury per accident, (ii) One Million Dollars (\$1,000,000) for bodily injury by disease per policy and (iii) One Million Dollars (\$1,000,000) for bodily injury by disease per employee;
- 18.1.3 Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit, per occurrence, for bodily injury and property damage per accident;
- 18.1.4 General Liability Insurance covering liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability under an insured contract (contractual liability), with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The products and completed operations coverage insurance shall be provided for the duration of any applicable warranty period, pursuant to Section 9.0, WARRANTY;
- 18.1.5 Umbrella/Excess Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and aggregate;
- 18.1.6 Professional Liability, Errors and Omissions Insurance covering any negligent act, error, mistake, or omission to the Work being performed or provided under this Contract with a minimum limit of One Million Dollars (\$1,000,000) per claim.
- 18.2 Except for Workers' Compensation Insurance, Purchaser Entities shall be endorsed as an additional insured on Supplier's insurance policies required to be maintained under the Contract and such policies shall provide for a waiver of subrogation in favor of Purchaser Entities. All policies of insurance required to be maintained by Supplier hereunder shall provide for a severability of interests clause and include a provision in such policies that Supplier's insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of Purchaser Entities.
- 18.3 In the event that any policy furnished by Supplier provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of the Contract, or such other date, as to protect the interest of Purchaser Entities. Furthermore, for all policies furnished on a "claims made" basis, Supplier's providing of such coverage shall survive the termination of the Contract and the expiration of any applicable warranty period, pursuant to Section 9.0, WARRANTY, until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. If coverage is on "occurrence" basis, Supplier shall maintain such insurance during the entire term of the Contract.
- 18.4 Supplier shall promptly provide evidence of the minimum insurance coverage required under the Contract in the form of an ACORD certificate or other certificate of insurance acceptable to Purchaser. Upon Purchaser's request, Supplier shall provide Purchaser with complete copies of all required insurance policies under the Contract. If any of the required insurance is cancelled or non-renewed, Supplier shall within thirty (30) days provide written notice to Purchaser and file a new Certificate of Insurance or binder with Purchaser demonstrating to Purchaser's satisfaction that the required insurance coverage to be maintained hereunder have been extended or replaced. Neither Supplier's failure to provide evidence of minimum coverage of insurance following Purchaser's request, nor Purchaser's decision to not make such request, shall release Supplier from its obligation to maintain the minimum coverage provided for in this Section 18.0.
- 18.5 In the event Supplier performs Work pursuant to Section 9.0, WARRANTY, Supplier shall comply with the requirements in this Section 18.0.

19.0 LIMITATIONS OF LIABILITY:

Subject to the next sentence and except as expressly set forth in the Contract, neither Purchaser Entities nor Supplier shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit under the Contract, and Purchaser and Supplier each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not (i) be construed to limit recovery under any indemnity for third party claims under the Contract, (ii) preclude recovery, where applicable, of liquidated damage amounts hereunder, or (iii) apply to damages arising from Supplier's breach of its confidentiality obligations. Supplier shall secure the limitations of liability in this Section 19.0 in all its subcontracts.

20.0 FORCE MAJEURE:

- 20.1 Performance by each party shall be pursued with due diligence in all requirements under the Contract; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of due diligence of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot or insurrection, inability to obtain required permits or licenses (other than Supplier's occupational licenses), blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.
- 20.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised due diligence as provided in Section 20.1, the time for performance under the Contract (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Such extension of time shall constitute the sole remedy of either party in the event of such delay.
- 20.3 Supplier specifically agrees that any strike, work stoppage, or labor disputes among Supplier, its employees, Subcontractors or Subcontractors' employees are not excusable delays and will not relieve or postpone Supplier's obligations to perform Work within the time specified or relieve Supplier of its obligation for payment of liquidated damages, if such damages are specified in the Contract.
- 20.4 In the event the affected party fails to provide prompt written notice to the other or fails to exercise due diligence as provided in this Section 20.0, the obligations under the Contract shall remain the same and the affected party shall be obligated to perform those measures determined by the other party to minimize the impact of such delay at its own expense or be liable to the other party for additional expenses caused by such delay.

21.0 TERM:

The term of the Contract shall conform to the dates set forth in the Purchase Document. Termination shall occur at 11:59 PM (prevailing Eastern Time unless otherwise mutually agreed) at the date of termination or expiration contained in the Purchase Document, provided the Contract shall not have been otherwise terminated or extended.

22.0 SUSPENSION FOR CAUSE:

- 22.1 Purchaser may, by written notice, temporarily suspend the Work, or any portion thereof, under the Contract when the performance by Supplier is unsatisfactory to obtain the results required by the Contract.
- 22.2 The methods by which Supplier performs its Work are entirely the responsibility of Supplier. Purchaser's right to suspend Work under this Section 22.0 is intended solely to assure that the Work being performed by Supplier conforms to the drawings, specifications and schedule, and shall not obligate Purchaser to review the efficiency, adequacy or safety of Supplier's methods or means of operation or construction.
- 22.3 Any additional costs incurred by Supplier resulting from such suspension shall be borne solely by Supplier.
- 22.4 If Supplier immediately corrects the unsatisfactory condition, Purchaser shall authorize resumption of the Work. Supplier's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of the Contract in accordance with Section 24.0, TERMINATION FOR CAUSE.

- 23.0 SUSPENSION FOR CONVENIENCE:**
Purchaser may, at its convenience and in its sole discretion, by written notice to Supplier, suspend at any time the performance of all or any portion of the Work. Supplier shall advise Purchaser of the costs to be incurred from the planned suspension of the Work. Any reimbursement shall be limited to Supplier's reasonable costs incurred as a direct result of the suspension and shall be subject to verification. Supplier shall resume performance of the Work when requested by Purchaser in accordance with the terms of the Contract if such request is made within eighteen (18) months after suspension. In the event of suspension, the expiration date of the Contract shall automatically be extended for a period of time equal to the duration of such suspension.
- 24.0 TERMINATION FOR CAUSE:**
- 24.1 Purchaser may, upon written notice to Supplier, and without prejudice to any remedy available to Purchaser under law, in equity or under the Contract, terminate the whole or any part of the Contract or cause and take possession of the Work without termination charge, penalty or obligation, if any one of the following events occurs:
- 24.1.1 Supplier's failure to maintain the insurance coverages required of it in accordance with Section 18.0, INSURANCE is grounds for immediate termination;
- 24.1.2 Reasonable grounds for insecurity arise with respect to Supplier's expected performance and Supplier fails to furnish adequate assurance of due performance within five (5) calendar days after a written request by Purchaser for such adequate assurance, unless the Work supports a power plant outage, in which case the adequate assurance must be furnished within twenty-four (24) hours after Purchaser's written request;
- 24.1.3 Supplier enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; in such event, all "goods" (as that term is defined in the Uniform Commercial Code adopted by the State of Florida) supplied by Supplier or Subcontractors shall be deemed identified to the Contract and subject to replevin by Purchaser is grounds for immediate termination;
- 24.1.4 Supplier fails to comply with any of its obligations under Section 8.0, CHARACTER OF WORKERS is grounds for immediate termination; or
- 24.1.5 Supplier fails to perform a material obligation (other than those obligations set forth in Section 24.1.1 through 24.1.4) under the Contract and fails to Cure such material obligation default within a reasonable period of time, but in no event more than five (5) business days after written notice from Purchaser specifying the nature of such default.
- 24.2 In the event of termination for cause by Purchaser, Supplier shall: (i) unless instructed otherwise in the written notice, immediately stop all Work hereunder; (ii) issue no further subcontracts or purchase orders except with the prior written consent of Purchaser; (iii) assign to Purchaser, to the extent requested by Purchaser, all rights of Supplier under subcontracts or purchase orders outstanding; (iv) terminate, to the extent requested by Purchaser, outstanding subcontracts or purchase orders; (v) fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing work at the jobsite or related to the project; and (vi) take any other action toward termination, or toward preservation of the Work, that Purchaser may direct.
- 24.3 Whenever the Contract has been terminated for cause in accordance with Section 24.1, payment for completed Work delivered to and accepted by Purchaser shall be made in accordance with the Contract and any obligation of Supplier with respect to such Work shall remain in effect. However, Purchaser may withhold from amounts otherwise due under the Contract such sums as Purchaser determines to be necessary to protect itself against loss or damage. Purchaser may either re-procure the terminated Work or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both Purchaser and Purchaser contractors, as may be reasonably necessary to complete said Work. Purchaser may have any partially fabricated portion of the Work removed from Supplier's or Subcontractor's facilities upon notice to Supplier. Supplier shall be liable for any increase of Purchaser's direct costs, including re-procurement costs, incurred by Purchaser as a result of Purchaser's termination of the Contract for cause.
- 24.4 In the event of termination for cause under Section 24.1, Purchaser shall have no liability to Supplier for costs incurred by Supplier as a result of such termination or for any costs incurred by Supplier following its receipt of a written termination notice.
- 24.5 It is understood and acknowledged by Supplier that any material default by Supplier under the Contract shall be deemed a material default under any other contract or purchase order with Supplier and grounds for termination for cause under any such contract.
- 24.6 In the event of any breach by Purchaser of any material obligation in the Contract, and such material breach is not cured by Purchaser within thirty (30) calendar days after Purchaser's receipt of written notice thereof from Supplier, Supplier shall have the right to terminate the Contract; however, Purchaser shall not be deemed to be in breach of the Contract due to the failure of Purchaser to pay Supplier any portion of any amount that remains in dispute between the parties or is being withheld for any other reason allowed under the Contract. Supplier shall continue performance of the Work during any dispute unless otherwise directed by Purchaser in writing.
- 24.7 In the event (i) Supplier terminates the Contract as a result of a breach by Purchaser of any material obligation in the Contract, or (ii) Purchaser terminates the Supplier for cause and the Purchaser's cause for termination of Supplier is determined by a court of competent jurisdiction to be unfounded or insufficient, in each case, Supplier agrees that the termination shall be converted to one of convenience under Section 25.0, TERMINATION FOR CONVENIENCE with Purchaser's sole obligation and Supplier's exclusive rights and remedies limited to those obligations, rights and remedies identified in Section 25.0, subject to any other limitations set forth in the Contract.
- 25.0 TERMINATION FOR CONVENIENCE:**
- 25.1 In addition to Purchaser's rights to terminate pursuant to Section 24.0, TERMINATION FOR CAUSE, upon written notice to Supplier, Purchaser may at its sole discretion and without prejudice to any other right or remedy, terminate the whole or any part of the Contract for its convenience. Such termination shall be effective in the manner specified in the written notice. Should Purchaser elect to terminate the Contract under this Section 25.0, complete settlement of all claims of Supplier arising there under shall be made as follows:
- 25.1.1 Purchaser shall compensate Supplier for such services performed after the date written notice is given only as approved in advance by Purchaser.
- 25.1.2 Purchaser shall pay Supplier for that portion of the Work actually completed in accordance with the terms of the Contract.
- 25.1.3 Supplier shall take all reasonable steps to minimize termination charges, costs, and liability with respect to terminated Work. At Purchaser's option, Purchaser may conduct an audit of Supplier's records to verify that termination charges are reasonable and proper. Payment of such termination charges shall be Purchaser's sole obligation and Supplier's exclusive remedy for termination for convenience.
- 25.2 Prior to final settlement, Supplier shall furnish a complete general release of all claims by Supplier against Purchaser.
- 26.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS:**
- 26.1 The Contract shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to its conflict of laws provisions.
- 26.2 Supplier shall perform all Work in accordance with all applicable codes, laws, rules, regulations, orders, ordinances, and standards of federal, state, regional, local, and municipal governmental agencies, and all standards, rules, regulations, and orders issued by such agencies. Supplier shall comply with all Purchaser-required policies relating to safety, confidentiality, cybersecurity, and Purchaser's Supplier Code of Conduct available at <https://www.fpl.com/content/dam/fplgp/us/en/partner/pdf/supplier-code.pdf>, as the same may be updated from time to time.
- 26.3 Supplier shall provide all inspections required by law and shall pay all fees and charges in connection therewith, unless otherwise provided in the Contract.
- 26.4 If Supplier observes that any part of the Contract is at variance with this Section 26.0 in any respect, it shall immediately notify the Company Representative in writing and any necessary changes shall be made by Change Form or Release, as applicable. If Supplier performs any work contrary to law, Supplier shall assume full responsibility therefore and shall bear all costs attributable thereto.
- 26.5 Supplier shall, at its own expense, defend, indemnify and hold Purchaser Entities harmless from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by Purchaser Entities as a result of an allegation or claim of noncompliance by Supplier with this Section 26.0.
- 26.6 Supplier agrees to conduct all business with Purchaser in an ethical manner. Supplier shall not give any commissions or payments whatsoever to any employee or agent of Purchaser, nor give any gifts or entertainment which reasonably could be considered as intending to influence such person. Supplier hereby confirms that there are no conflicts of interest between Purchaser Entities and Supplier of which Supplier's management is (or reasonably should be) aware. Prohibited conflicts of interest include, but are not limited to, circumstances where, (i) a Purchaser employee (or a close family member of an employee) is an officer of Supplier, (ii) an Purchaser employee and/or close family members of an employee collectively have a greater than five percent (5%) ownership interest in Supplier,

or (iii) an employee of Purchaser (or close family member of an employee) stands to gain personally from business between Purchaser and Supplier. Supplier hereby acknowledges that any violation of this Section 26.6 would constitute a violation of Purchaser's corporate policies and may result in the termination for cause of this Contract and of other contracts between Supplier and Purchaser. Should Supplier become aware, or have reasonable suspicion, that a violation of this Section 26.6 exists, Supplier shall promptly notify Purchaser's Company Representative. In addition, Supplier shall promptly notify Purchaser's Internal Auditing department of any solicitation of Supplier by an employee or agent of Purchaser with the apparent intent of encouraging Supplier to violate this Section 26.6.

- 26.7 Purchaser is committed to seeking out and encouraging the use of small, minority, women, or otherwise diverse suppliers to the greatest extent possible and encourages contractors to do the same. Purchaser is a prime contractor to the Federal Government and, as such, is committed to complying with the regulations and laws of the Federal Acquisition Regulations, and flowing down certain requirements to its suppliers, as indicated in the following provisions: (i) if the Contract provides subcontracting opportunities, Supplier is required to offer small business concerns (as defined by the Federal government in FAR 52-219.8 <https://www.acquisition.gov/far/52.219-8>) the maximum practicable opportunity to participate in subcontracting opportunities and (ii) if the Contract is in excess of \$700,000 (or \$1.5 million for construction of any public facility with further subcontracting opportunity) and Supplier is other than a small business concern (as defined by the U.S. Small Business Administration at <https://www.sba.gov>), Supplier is required to prepare and submit a Small Business Subcontracting Plan (as defined by the Federal government in FAR 52-219.9 <https://www.acquisition.gov/far/52.219-9>) to Purchaser.
- 26.8 In the event the Work by the Supplier includes lobbying, as defined by applicable law, Supplier will comply with all requirements for registration and disclosure of expenditures as set forth in applicable law.
- 26.9 Supplier shall (and shall cause its Subcontractors to) comply with the Department of Homeland Security Bureau of U.S. Citizenship and Immigration Services Employment Eligibility Form I-9 for all employees performing any Work at the jobsite or any other Purchaser site, including, without limitation, examination of documents that establish identity and citizenship. Supplier shall (and shall cause its Subcontractors to) comply with any applicable federal or state laws and/or contracting requirements (such as those required for contracts with state or local agencies) for the use of E-Verify including: certification, attestation, and any other recordkeeping or reporting requirements. Supplier shall (and shall cause its Subcontractors to) notify Purchaser of any event or occurrence that would prohibit it from fulfilling its contractual obligations under this clause, including termination of the Memorandum of Understanding ("MOU") for the use of E-Verify or termination of contractual rights under any applicable state laws dealing with state contractors or subcontractors.
- 26.10 Supplier acknowledges that any information, materials, software, or technology provided by Purchaser to Supplier to perform the Work may be subject to the export, re-export, and re-transfer control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and Department of the Treasury Office of Foreign Asset Controls ("OFAC") Regulations and agrees to comply with these laws and regulations. Without limiting the foregoing or Supplier's other obligations under this Section 26.0, the Supplier will not (and will cause its Subcontractors not to), without proper authorization from the applicable United States Government Agency, export, re-export, or transfer any information, materials, software, or technology provided by Purchaser, either directly or indirectly, to any entity, country, or national of any country in breach of such laws and regulation.
- 26.11 Supplier shall immediately notify Purchaser in writing of any claim, suit, written allegation, investigation, proceeding or similar action filed or initiated against it or any of its Subcontractors, agents or representatives in connection with the performance of the Work or Supplier's obligations hereunder, which notice shall include a copy of any such claim, suit, written allegation, investigation, proceeding or similar action and a reasonably detailed explanation of the events and circumstances surrounding such claim, suit, written allegation, investigation, proceeding or similar action.

27.0 EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS; HOMELAND SECURITY:

- 27.1 Supplier shall comply with all applicable laws, rules and regulations regarding equal employment opportunity. To the extent applicable to the performance of the Work, Supplier shall (and shall cause its Subcontractors to) comply with Executive Order 14173, and all applicable portions of Executive Orders 11701 and 11758, relative to Equal Employment Opportunity and the Implementing Rules and Regulations of the Office of Federal Contract Compliance Programs and shall abide by the requirements of 41 CFR 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier and its Subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- 27.2 Supplier shall make available to Purchaser, upon reasonable request, any and all employment verification information of its personnel performing the Work and, if applicable, appropriate government or law enforcement authorities.

28.0 ASSIGNMENT:

- 28.1 Neither the Contract, nor the Work, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Supplier without Purchaser's prior written approval.
- 28.2 No assignment or transfer of the Contract shall relieve either party of any of its obligations hereunder until such obligations have been assumed by the assignee and agreed to by Purchaser, Supplier, and assignee.
- 28.3 If the Contract should be permitted to be assigned by either party, it shall be binding upon and shall inure to the benefit of the permitted assignee.

29.0 EFFECT OF SECTION HEADINGS:

Section headings appearing in the Contract are inserted for convenience of reference only and shall in no way be construed to be interpretations of the text.

30.0 SEVERABILITY OF PROVISIONS:

Should any provision, portion or application thereof, of the Contract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the parties shall negotiate an equitable adjustment to the affected provisions of the Contract with a view toward effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

31.0 SURVIVAL:

- 31.1 The obligations of the parties hereunder which by their nature survive the termination of the Contract and/or the completion of the Work hereunder, shall survive and inure to the benefit of the parties including but not limited to Sections
- 31.1.1 4.0, INVOICING AND VERIFICATION OF COSTS
 - 31.1.2 9.0, WARRANTY
 - 31.1.3 11.0, TAXES
 - 31.1.4 13.0, PROPRIETARY MATERIAL AND CONFIDENTIALITY
 - 31.1.5 14.0, OWNERSHIP
 - 31.1.6 15.0, INTELLECTUAL PROPERTY INFRINGEMENT
 - 31.1.7 17.0, INDEMNITY
 - 31.1.8 18.0, INSURANCE
 - 31.1.9 19.0, LIMITATIONS OF LIABILITY
 - 31.1.10 28.0, ASSIGNMENT
 - 31.1.11 35.0, NON-SOLICITATION
 - 31.1.12 36.0, DISPUTES AND CLAIMS
 - 31.1.13 37.0, VERIFICATIONS RIGHTS
- 31.2 Those provisions of the Contract which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the Contract and/or completion of the Work.

- 32.0 PURCHASER APPROVAL:**
The parties explicitly recognize that Purchaser's reviews, agreement, approvals, disapprovals, and authorizations pursuant to the Contract are administrative in nature and do not relieve Supplier of its obligations under the Contract or impose any such obligations on Purchaser.
- 33.0 NONWAIVER:**
Failure by Purchaser or the Company Representative to enforce any provisions hereof, Purchaser's or the Company Representative's failure or delay in exercising any rights or remedies provided herein or by law, Purchaser's approval of, acceptance of, or payment for the Work, or any part or combination thereof, or any purported oral modification or rescission of the Contract by an employee or agent of Purchaser shall neither relieve nor release Supplier from any of its obligations under the Contract, shall not be deemed a waiver of any rights of Purchaser to insist upon strict performance hereof or of Purchaser's rights or remedies under the Contract or by law, and shall not operate as a waiver of any of the provisions hereof.
- 34.0 CONSTRUCTION:**
- 34.1 The parties acknowledge and agree that each party has carefully reviewed these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES, and that any presumption or rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of these PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES.
- 34.2 The provisions of the Convention on the International Sale of Goods shall not apply to the Contract.
- 35.0 NON-SOLICITATION:**
During the term of the Contract and one (1) year after the termination or expiration of the work performed under the Contract, Supplier shall not without prior consent directly solicit for employment (whether as an employee, contractor, or agent) any employee of Purchaser Entities who are involved in the Work under the Contract or with the administration of the Contract. In the event of a breach of this Section 35.0, Purchaser's damages shall be limited to a maximum amount equal to six (6) months of the affected employee's Purchaser salary. It shall not be considered a breach of this Section 35.0 for Supplier to (i) make employment solicitations to the general public or groups that may include employees of Purchaser Entities, (ii) respond to, act upon, or accept unsolicited employment inquires or applications from employees of Purchaser Entities, or (iii) solicit for employment any former employee of Purchaser Entities.
- 36.0 DISPUTES AND CLAIMS:**
- 36.1 Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place exclusively in the Circuit Court for Palm Beach County, Florida, the United States District Court for the Southern District of Florida, or such other Florida location or forum all at Purchaser's election. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction.
- 36.2 WAIVER OF JURY TRIAL: THE PARTIES TO THE CONTRACT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THE CONTRACT OR THE PERFORMANCE OF WORK BY SUPPLIER HEREUNDER.
- 37.0 VERIFICATION RIGHTS:**
- 37.1 Supplier's and Subcontractors' books, records and accounts, correspondence, accounting procedures and practices and any other supporting evidence related to the Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection, audit and reproduction, during customary working hours, by Purchaser or its authorized representative to the extent necessary to adequately permit evaluation and verification of (i) any invoices, payments or claims based on Supplier's or Subcontractors' actual costs incurred, or number of units expended, (ii) Supplier's possession of all Purchaser-provided materials and equipment and (iii) compliance with the provisions of this Contract, including, but not limited to, adherence to requirements related to safety and security in the performance of the Work under the Contract.
- 37.2 Purchaser, or its authorized representative, shall have the right to inspect and audit Supplier's information technology controls to the extent that such controls impact Work under this Contract and that Work entails the Supplier utilizing any Personal Information.
- 37.3 For the foregoing purposes set forth in Sections 37.1 and 37.2 of evaluating, inspecting, audit and/or reproduction, Purchaser or its authorized representative shall have access to applicable Records of Supplier from the date of the Contract, until three (3) years after the date of final payment by Purchaser to Supplier.
- 37.4 Purchaser or its authorized representative shall have access during customary working hours, to all facilities of Supplier and Subcontractors, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Section 37.0. Purchaser shall give Supplier and Subcontractors reasonable advance notification of intended audits.
- 37.5 Supplier shall, upon written request from Purchaser, promptly provide to Purchaser a copy of the most recent ISO 27001/27002 Certification or SSAE 18 Report that is possessed by Supplier or any subsequent ISO 27001/27002 Certification or SSAE 18 Report that Supplier obtains during the period of time when Work is or was performed pursuant to the Contract and any additional information pertaining to information security, privacy, or cybersecurity that is reasonably requested by Purchaser. In addition, should Supplier receive in any ISO 27001/27002 Certification or SSAE 18 Report it receives during the term of the Contract or an adverse opinion as to the adequacy of Supplier's controls, Supplier shall promptly and without request from Purchaser provide written notice to Purchaser of that fact. Purchaser shall treat any ISO 27001/27002 Certification or SSAE 18 Report received from Supplier as confidential, shall obtain no proprietary interest in the contents of any such ISO 27001/27002 Certification or SSAE 18 Report, and shall not use or distribute such report except as necessary to (i) perform Purchaser's own internal evaluations of Supplier, (ii) enforce the terms of the Contract, (iii) allow Purchaser's auditors to place reliance on Supplier's controls, or (iv) fulfill regulatory or judicial demand upon Purchaser. Notwithstanding anything to the contrary in this Section 37.5, unless otherwise required in the Purchase Document, (a) the requirements of this Section 37.5 only apply to the extent that Supplier has in its possession, maintains, or obtains a ISO 27001/27002 Certification or SSAE 18 Report any time beginning upon commencement of the Work and continuing through the expiration of all applicable warranties under the Contract and (b) nothing in this Section 37.5 is intended to be construed as conferring any express right for Purchaser to compel Supplier to obtain a ISO 27001/27002 Certification or SSAE 18 Report.
- 37.6 Supplier shall require Subcontractors to comply with the provisions of this Section 37.0 by insertion of the requirements hereof in any subcontract.
- 38.0 COMPLETE AGREEMENT:**
The Contract is intended as the complete and exclusive statement of the agreement between the parties. The parties agree that parol or extrinsic evidence shall not be used to vary or contradict the express terms of the Contract, and recourse shall not be had to allege prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of the Contract. Except as specifically provided herein, the Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as the Contract.
- 39.0 ACCEPTANCE AND ACKNOWLEDGEMENT:**
Supplier shall acknowledge agreement to any Purchase Document, Release or Change Form, or notify Purchaser by phone, followed by a mailed summary, of any exceptions within five (5) working days of receipt of such document. Acknowledgements for Purchase Documents shall be mailed to the Purchaser's procurement representative who issued the document. Acknowledgements for Change Forms shall be mailed to the Purchaser's procurement representative or Company Representative, as applicable, who issued the document. Acknowledgements for Releases shall be mailed to the Company Representative. Failure of Supplier to respond within the time period or Supplier's commencement or delivery of Work, whichever is earlier, shall be deemed acceptance of the terms by Supplier. No terms and conditions stated by Supplier in the acknowledgement or otherwise in accepting the Contract shall be binding upon Purchaser unless specifically accepted by Purchaser through its issuance of a Change Form or amended Release, as applicable, and Purchaser hereby objects to any such additional terms and conditions.

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THESE NUCLEAR SUPPLEMENTAL CONDITIONS, WHEN REFERENCED BY A PURCHASE DOCUMENT, ARE EXPRESSLY INTENDED BY THE PARTIES TO AUGMENT, SUPPLEMENT, AND MODIFY THE BASE TERMS. THESE PROVISIONS FORM PART OF THE CONTRACT AND AFFECT THE OBLIGATIONS, RIGHTS, AND REMEDIES OF THE PARTIES. IN THE EVENT OF A CONFLICT BETWEEN THESE NUCLEAR SUPPLEMENTAL CONDITIONS AND ANY OTHER SUPPLEMENTAL CONDITIONS INCORPORATED INTO THE CONTRACT, THESE NUCLEAR SUPPLEMENTAL CONDITIONS SHALL CONTROL.

A. Section 1 "DEFINITIONS" of the Base Terms is hereby amended by the addition of the following defined terms:

- 1.22 **AA/FFD:** Means "Access Authorization/Fitness for Duty."
- 1.23 **Access Authorization:** The policies, processes, and procedures (including the elements of consent, self-disclosure, suitability inquiry, drug and alcohol testing elements, being subject to a behavioral observation program, and training as set forth in 10 CFR Part 26, 10 CFR § 73.56, and NRC implementing guidance) that individuals have satisfactorily completed all required elements, have been evaluated by a licensee reviewing official, and have received a favorable determination relative to the individual's trustworthiness, reliability and fitness-for-duty such that the individual is provided the physical means to gain unescorted access to the protected area.
- 1.24 **Act:** The Atomic Energy Act of 1954, as amended, also known as the Price-Anderson Act.
- 1.25 **ACX:** Has the meaning set forth in Section 42.1.4.
- 1.26 **Base Terms:** The governing terms and conditions referenced in the Purchase Document, which may be titled, but are not strictly limited to, PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES. Specific section references of the Base Terms, set forth in these Nuclear Supplemental Conditions, shall be adjusted, *mutatis mutandis*, if a document other than the PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES is used instead.
- 1.27 **Contract Coordinator:** Has the same meaning as Company Representative (as defined in Section 1.3 of the Base Terms).
- 1.28 **Critical Digital Asset** or **CDA:** A digital computer, communication system, asset or network owned or operated by Purchaser, its affiliates or subcontractors that is: (i) a component of a critical system (which includes, without limitation, assets that (a) perform safety, security and/or emergence preparedness functions or (b) provide support to, protect, or provide a pathway to Critical System(s)); or (ii) a support system asset whose failure or compromise as the result of or in connection with a cyber-attack has the capability of causing an adverse effect or impact to a safety, security or an emergency preparedness function, which includes, without limitation, system assets that may impact reactivity (e.g., by causing a reactor trip or transient).
- 1.29 **Critical System:** A system or network owned or operated by Purchaser, its affiliates or subcontractors that is associated with or provides: (i) safety-related functions; (ii) important-to-safety functions; (iii) security functions; (iv) emergency preparedness functions, including, without limitation, offsite communications; or (v) support systems and equipment which, if compromised, has the capability of causing an adverse effect or impact to a safety, security, or emergency preparedness function.
- 1.30 **Deemed Export:** Has the meaning set forth in Section 24.14.
- 1.31 **Discrimination Claim:** means any claim against Supplier or Purchaser alleging a violation of Discrimination Law.
- 1.32 **Discrimination Laws:** means Section 211 of the ERA and 10 CFR §50.7, which prohibit discrimination against workers for engaging in certain protected activities set forth in the ERA and regulations promulgated thereunder and any other applicable law prohibiting HIRD for engaging in Protected Activity.
- 1.33 **ECP:** Has the meaning set forth in Section 37.1.
- 1.34 **FME:** Means the requirements and practices for excluding foreign material from equipment as more particularly described in Section 43.0.
- 1.35 **General Licensed Radioactive Material** or **General Licensed Radioactive Equipment:** Materials or equipment lawfully held in accordance with a general license, issued to the holder by the NRC, for activities related to the construction, maintenance, operation, and decommissioning of a Plant.
- 1.36 **HIRD:** means harassment, intimidation, retaliation and discrimination.
- 1.37 **Quality Assurance Program:** Written policies, procedures, and instructions applied to the design, fabrication, construction and testing of the structures, systems, and components of a nuclear plant, as required by 10 CFR Part 50, Appendix B, *Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants*, whether implemented by Purchaser, Supplier, or a third-party.
- 1.38 **NANTEL:** Has the meaning set forth in Section 42.2.1.
- 1.39 **NRC:** The United States Nuclear Regulatory Commission, together with any and all of its branches, divisions, or agencies.
- 1.40 **Nuclear Energy Hazard:** Means the radioactive, toxic, explosive, or other hazardous properties of Nuclear Material.
- 1.41 **Nuclear Material:** Means one or more of the "byproduct material," "source material," or "special nuclear material," each as defined in the Act.
- 1.42 **Nuclear Safety or Quality Concern:** Has the meaning set forth in Section 37.2.
- 1.43 **Nuclear Supplemental Conditions:** These Nuclear Supplemental Conditions for Services Ordered for Purchaser Nuclear Facilities that are comprised of Sections A through M.
- 1.44 **Nuclear Technology:** Has the meaning set forth in Section 24.14.
- 1.45 **Part 810:** Has the meaning set forth in Section 24.14.
- 1.46 **PAT:** Has the meaning set forth in Section 42.2.1.
- 1.47 **Personnel:** means, with respect to a person, such person and such person's employees, agents, secondees, independent Suppliers (excluding the other Party), representatives, invitees, subcontractor, vendors and its agents', independent Suppliers', representatives', invitees', subcontractor', and vendors' respective employees, agents, secondees, personnel, representatives, invitees, subcontractor, vendors or independent Suppliers.
- 1.48 **Personnel Action:** means, any of the following adverse actions proposed to be taken for a contract worker in connection with actions or work completed at an FPL/NEE Nuclear Location: (i) disciplinary actions resulting in unpaid suspensions or Terminations, (ii) denial of access for a contract worker having current unescorted access authorization or involuntary removal from the protected area or owner controlled area, (iii) involuntary demotions, including a change in work assignment that actually or potentially involves a demotion, (iv) a departure from the FPL/NEE nuclear location where a contract worker identifies a concern during out-processing (including through ECP), (v) early contract termination affecting contract workers, or (vi) unplanned reductions in force.
- 1.49 **Plant:** The nuclear-powered electric power plant owned and operated by Purchaser.
- 1.50 **PMD Policy:** Has the meaning set forth in Section 40.7.
- 1.51 **Portable and Mobile Device** or **PMD:** Devices capable of and generally intended to be used for storing and/or transporting information in electronic format, which may include, without limitation, laptops, floppy disks, USB drives, portable hard drives, tablets and CDs/DVDs.
- 1.52 **Protected Activity:** means an activity for which the NRC, Department of Labor (OSHA) or another governmental agency provides protection against retaliation to those employees who engage in such activities including, but not limited to, activities in which an individual
- 1.52.1 Notifies Supplier or Purchaser (including through ECP) of an alleged violation of NRC requirements.
- 1.52.2 Raises any concern to Supplier or Purchaser or any local, state, or federal agency related to nuclear safety, quality, security, or the environment.
- 1.52.3 Refuses to engage in a practice that is unlawful pursuant to the ERA or the Atomic Energy Act of 1954, or that would impose a risk to public or personnel health and safety.

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- 1.52.4 Provides information to, or testifies before Congress, or at any Federal or State proceeding, regarding any provision of the Energy Reorganization Act of 1974, or the Atomic Energy Act of 1954.
- 1.52.5 Provides the NRC with information about possible violations of Supplier or Purchaser's procedures or NRC requirements.
- 1.52.6 Requests NRC action.
- 1.52.7 Testifies in any NRC or Department of Labor (DOL) proceeding.
- 1.52.8 Commences or participates in a proceeding under Article 211 of the ERA.
- 1.52.9 Notifies the Supplier or Purchaser (including through ECP) or the NRC of an alleged nuclear safety, security, environment, or quality concern.
- 1.52.10 Identifies and communicates a concern to the Supplier or Purchaser (including through ECP), the NRC, or a state or federal agency about a discrepancy or issue over which the NRC exercises regulatory authority.
- 1.53 **Radiation Emitting Device:** A device that contains, uses, or depends upon Radioactive Material, or otherwise emits radiation.
- 1.54 **Radioactive Material:** Any material that emits radiation as a result of the spontaneous, natural, atomic decay.
- 1.55 **RCA:** Has the meaning set forth in Section 42.9.2.
- 1.56 **RWT:** Has the meaning set forth in Section 42.2.1.
- 1.57 **Safeguards Material:** Means either or both SGI and SGI-M.
- 1.58 **SCWE:** Has the meaning set forth in Section 42.6.1.
- 1.59 **SGI:** Has the meaning as set forth in Section 42.8.1.
- 1.60 **SGI-M:** Has the meaning as set forth in Section 42.8.1.
- 1.61 **Software Quality Assurance Procedures:** Supplier's process, documentation and procedures, for the development of software products, that are intended to ensure the software conforms to established requirements and that, at a minimum, details Supplier and its Subcontractor's virus protection, patch management, authentication requirements and secure internet connections including disposition of approved/disapproved software requirements with respect to Supplier and its Subcontractors' software, firmware and/or hardware products that will require physical or electronic access to Purchaser, its affiliate or subcontractor's digital assets.
- 1.62 **Subcontractor:** means, any person or entity with whom Supplier has entered into any subcontract, purchase order, or other agreement for such person or entity to perform any part of the Work or to provide any materials, equipment or supplies to or on behalf of Supplier in connection with the Work (including any person or entity at any tier with whom any Subcontractor has further subcontracted any part of the Work).
- B.** Section 2 "SCOPE OF WORK" of the Base Terms is hereby amended by the addition of the following Sections 2.12-2.14:
- 2.12 All potential scope change or delay claims by Supplier must conform to the instructions set forth in Exhibit 5, POTENTIAL SCOPE CHANGE / DELAY NOTICE. Scope change or delay claims not submitted in accordance with these instructions will not be considered.
- 2.13 Work which is nuclear safety related, and all associated Quality Assurance Program requirements and restrictions, shall be specified in the Purchase Document or subsequent release(s).
- 2.14 If progress of the Work is such that Purchaser has reasonable grounds for insecurity that the Work will not be completed in accordance with the schedule(s), Supplier shall, as approved by Purchaser, utilize overtime or other means as required to overcome the effects of lack of progress at Supplier's expense.
- C.** Section 8 "WARRANTY" of the Base Terms is hereby amended by the deletion of Section 8.2 and its being replaced with the following:
- 8.2 If any failure to meet the foregoing warranty, or any additional warranties or performance guarantees as may be specified elsewhere in the Contract, occurs or is discovered during the performance of the Work or within two (2) refueling cycles after acceptance of the Work by Purchaser (or such longer period of time as may be stated elsewhere in the Contract), Supplier shall immediately Cure all materials, equipment or Work (including, if Supplier provided installation services as part of the original scope of Work, then payment for labor associated with such Cure inclusive of disassembly, removal, replacement and reinstallation charges) affected by such failure at Supplier's sole cost and expense. Supplier shall reimburse Purchaser for costs directly incurred by Purchaser as a result of reliance by Purchaser on Work that fails to meet such warranties. Work so Cured shall be warranted for an additional period of eighteen (18) months (or such longer period of time as may be stated elsewhere in the Contract), following completion of the Cure. Notwithstanding the above, there shall be no time limitations on Supplier's warranty of free and clear title.
- D.** Section 24 "COMPLIANCE WITH LAWS, RULES AND REGULATIONS" of the Base Terms is hereby amended by the addition of the following Sections 24.11 – 24.16.
- 24.11 Supplier shall provide those businesses, professional and occupational permits and licenses which Supplier or any of its Subcontractors or any of their personnel requires to carry on its business and shall otherwise comply with all applicable permits in the performance of the Work. Supplier shall defend, indemnify, and hold Purchaser Entities harmless on an after-tax basis from and against any penalties, fines or other amounts (including any interest thereon) assessed against one or more of the Purchaser Entities by a governmental authority as a result of Supplier's (or its Subcontractor's or any of their personnel's) failure to comply with applicable permits in its performance of the Work, and all costs and expenses (including court costs and attorney's fees) incurred by one or more of the Purchaser Entities in connection therewith.
- 24.12 Supplier must comply with the requirements of 10 CFR § 50.7, Section 211 of the Energy Reorganization Act of 1974, as amended ("Section 211"), and the NRC Policy Statement, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation".
- 24.13 Supplier shall also have a procedure for promptly notifying Purchaser of any complaint or allegation of harassment, intimidation, retaliation, or termination of employment by any of Supplier's current or former employees or contractors which alleges that the employee engaged in protected activity, and is, in any way, related to Supplier's performance of the Work. The notification requirement of this Section 24.13 shall include, but is not limited to: (i) any complaint alleging a violation of Section 211; and (ii) any allegation of whistleblower discrimination by Supplier filed with a federal, state or country court, or any federal, state or local agency, by any of Supplier's current or former employees or contractors which in any way relates to Supplier's performance of the Work. Suppliers and its Subcontractors shall not impose conditions in any settlement agreements resulting from any such claim or allegation, or any other agreement affecting employment that would prohibit, restrict, or otherwise discourage the alleging current or former employee or contractor from providing the NRC with information regarding potential violations or hazardous conditions.
- 24.14 Supplier shall comply with all U.S. laws and regulations, including, but not limited to, U.S. Department of Energy regulations on "Assistance to Foreign Atomic Energy Activities," as codified at 10 C.F.R. Part 810 ("Part 810"), and other U.S. export control laws and regulations, that prohibit, without first securing a license or authorization from the U.S. Government, the export or re-export, including the release within the United States to certain individuals who are not U.S. citizens or U.S. permanent resident aliens ("Deemed Export"), of certain controlled technology including, but not limited to, information concerning the design, fabrication, construction, operation and maintenance of Purchaser's nuclear reactors, related components and subsystems, and other items subject to restriction pursuant to the U.S. export control laws and regulations (collectively, "Nuclear Technology").

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- 24.15 Supplier shall obtain any export license, permit or government authorization from the applicable U.S. government agencies that may be required for the exports, re-exports and Deemed Exports of any Controlled Technology, including but not limited to Deemed Exports, that may occur as a result of Supplier's retransfer of Controlled Technology to third parties or Supplier's use of persons who are not U.S. citizens or U.S. permanent resident aliens to perform the Work.
- 24.16 In addition, upon Purchaser's request, Supplier shall provide Purchaser with verification of Supplier's compliance with Sections 24.14 and 24.15 consisting of: (i) copies of export licenses, permits, or authorizations granted by the applicable U.S. government agencies; (ii) Supplier personnel citizenship verification information; and (iii) any other relevant documentation that Purchaser might reasonably request. The obligations of Supplier under this Section 24.16 shall survive any termination, expiration or discharge of any other contract obligations.

E. Section 33 "**NON-SOLICITATION**" of the Base Terms is hereby amended by the addition of the following at the end of the section.

In addition to the requirements of Section 33.0 of the Base Terms, Supplier shall not, without the prior written consent of the Executive Vice President and Chief Nuclear Officer of the Nuclear Division of Purchaser Entities, employ or otherwise engage any former employee of any Purchaser Entity for any assignment involved in the Work under the Contract unless the former employee has had a break in service from employment with any Purchaser Entity for a period of at least twelve (12) consecutive months. In the event of a breach of the previous sentence, upon written notification and request including identification of the former employee, Supplier shall have the right to reassign the former employee to work unrelated to Work under the Contract.

F. A new Section 37 entitled "**EMPLOYEE CONCERNS PROGRAM**" is hereby added at the end of the Base Terms and will include the following:

37. EMPLOYEE CONCERNS PROGRAM:

- 37.1 Purchaser has established an Employee Concerns Program ("**ECP**") to identify and to investigate nuclear safety and quality related concerns. Supplier shall comply with all aspects of the ECP and with the following requirements:
- 37.1.1 Supplier shall inform all of its employees performing Work assignments at Purchaser's jobsites of the opportunity for an exit interview at the appropriate ECP offices prior to departure. ECP may conduct an interview by mail.
- 37.1.2 Supplier shall provide ECP investigators unfettered access to records and staff.
- 37.1.3 Supplier shall provide notice within two (2) business days to Purchaser ECP representative at the applicable jobsite of any Nuclear Safety or Quality Concern relating to the scope of Work submitted to an employee concerns program maintained by Supplier.
- 37.2 For purposes of the Contract, "**Nuclear Safety or Quality Concern**" means a concern that alleges a problem with the design, operation, safety, maintenance, and/or construction of Purchaser nuclear plants that could adversely affect the safe operation of the plants, or the ability of their systems, structures or components to perform required safety functions, and concerns associated with intimidation, harassment, discrimination or retaliation based on engaging in protected activities. Examples of such concerns include:
- 37.2.1 Perception that a failure, malfunction, deficiency, or deviation in material or equipment exists or has occurred;
- 37.2.2 Perception that an error in design, construction, analysis or fabrication exists or has occurred;
- 37.2.3 Perception that a personnel error, procedural violation or inadequacy exists or has occurred;
- 37.2.4 Perception that a program is lacking or deficient and may result in a condition that is adverse to quality or in a nonconforming condition;
- 37.2.5 Perception that a policy exists which may result in a condition that is adverse to quality or in a nonconforming condition; and
- 37.2.6 Belief that the actions of an individual may have resulted in a condition that is adverse to quality or in a nonconforming condition. This includes actions that are perceived to result in a negative impact on the safety conscious work environment in the workplace, inappropriate production focus over quality, or an environment of harassment or intimidation that affects the open and free flow of information and ideas.
- 37.3 Supplier shall provide information to the Purchaser ECP representative regarding investigation and resolution of any concerns reported as described above upon request.

G. A new Section 38 entitled "**NUCLEAR INSURANCE AND INDEMNIFICATION**" is hereby added at the end of the Base Terms and will include the following terms:

38. NUCLEAR INSURANCE AND INDEMNIFICATION

- 38.1 As long the Plant has any license issued by the Commission that includes as a condition that the licensee have and maintain financial protection in accordance with Section 170 of the Atomic Energy Act of 1954, as amended (and including the definitions in Section 11 thereof) ("**Section 170**"), Purchaser has and will maintain in effect, at no cost to Seller: (i) nuclear hazards liability insurance in such form and such amount as will meet the primary financial protection requirements of the Commission, as provided in Section 170; (ii) private liability insurance available under the industry retrospective rating plan as provided in Section 170, if required by the Commission; and, (iii) an indemnification agreement with the Commission as provided in Section 170 and 10 C.F.R. Part 140.
- 38.2 Purchaser shall indemnify, defend and hold Seller harmless from judgments or settlement of claims or suits for any nuclear damage, precautionary evacuation as defined in Section 170, workers claims for nuclear damage or injury, and any other loss or nuclear damage resulting from or connected with Seller's performance or nonperformance under this agreement to the extent required by Section 170 and under its indemnification agreement with the Commission.

H. A new Section 39 entitled "**SAFETY CONSCIOUS WORK ENVIRONMENT AND PROHIBITION ON DISCRIMINATION**" is hereby added at the end of the Base Terms and will include the following terms:

39. SAFETY CONSCIOUS WORK ENVIRONMENT AND PROHIBITION ON DISCRIMINATION

- 39.1 **SCWE.** Purchaser is committed to safe plant operation and to maintaining a safety-conscious work environment ("**SCWE**") in which Supplier Personnel feel free to raise safety concerns, to Purchaser, Supplier, and to the NRC, without fear of HIRD. Purchaser may periodically survey Supplier Personnel with respect to SCWE. Supplier Personnel shall promptly report a concern representing an imminent or significant nuclear or industrial safety risk to personnel, plant or public to the Site's control room.
- 39.2 **Discrimination Law.** Supplier shall be, and shall cause its Subcontractor to be, familiar with and comply with Discrimination Laws. Additionally, Supplier shall be, and shall cause its Subcontractor to be, familiar with and comply with NRC expectations for maintaining a SCWE as reflected in the NRC's Policy Statement entitled, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation," 61 Fed. Reg. 24336 and the NRC Regulatory Issue Summary 05-018, "Guidance for Establishing and Maintaining a Safety Conscious Work Environment," (August 25, 2005). Supplier also shall, and shall cause its Subcontractor to, ensure that none of its policies or agreements affecting the terms, conditions, and privileges of employment (including, but not limited to, any agreement to settle a complaint under Section 211 of the ERA, 10 C.F.R. §50.7, or any Discrimination Law with respect to any Supplier Personnel performing Work) contain any provision that would prohibit, restrict, or otherwise discourage such Supplier Personnel from participating in any Protected Activity, including raising safety concerns to Supplier, Subcontractor, Purchaser or the NRC.

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- 39.3 ECP. Prior to initiation of Work at the Site, Supplier shall notify Purchaser's ECP Coordinator or his designee of its contact person with respect to ECP matters. Supplier Personnel on Site shall have access to the Purchaser's ECP, as set forth in procedure NA-AA-200-1000, *Employee Concerns Program*; provided, that, prior to initiation of Work by Supplier Personnel at the Site, the Parties may agree that an ECP shall be provided by the Supplier. If an ECP is to be provided by Supplier, the Supplier shall provide to Purchaser's ECP Coordinator or his designee:
- 39.3.1 copies of the Supplier's policies and procedures for cultivating and maintaining a SCWE and prohibiting HIRD against Supplier Personnel for engaging in Protected Activity and other terms of its ECP policies and procedures; and
- 39.3.2 the Supplier's plan and schedule for notifying Supplier Personnel performing work at the Site that they are encouraged to raise any concerns they might have and the available paths through which to raise such concerns, including ECP; and prompt notification of any material modification to the Supplier's ECP.
- 39.4 **Personnel Action Review Board.**
- 39.4.1 Supplier shall, and shall require its Subcontractor to, notify the Purchaser's Representative promptly, but prior to, taking Personnel Action. Such notification shall include the basis for Personnel Action and the results of the Supplier's investigation into the relevant facts and circumstances giving rise to such action. If termination or suspension of Supplier Personnel is recommended by Supplier, Site access for such affected Supplier Personnel shall be suspended prior to any decision. Purchaser will review the proposed action in accordance with Procedure LI-AA-102-003 *Personnel Action Review Board*, to provide a peer check intended to:
- 39.4.1.1 ensure all facts are fully developed and understood prior to implementing proposed Personnel Action;
- 39.4.1.2 such facts are evaluated to ensure the proposed Personnel Action does not violate Discrimination Law and is consistent, fair and objective to foster trust among individuals and work groups on Site; and
- 39.4.1.3 ensure any adverse impact of any Personnel Action on the Site's SCWE is minimized.
- 39.4.2 Purchaser will promptly advise Supplier or its Subcontractor with respect to such evaluation. However, at all times relevant, the final decision with respect to Personnel Action regarding Supplier Personnel rests with Supplier or its Subcontractor. Purchaser's above-mentioned "peer check" is advisory in nature only.
- 39.5 **Discrimination Claims.**
- 39.5.1 Supplier shall, or shall cause its Subcontractor to, promptly notify the Purchaser's ECP Coordinator or Managing Counsel, Nuclear of any Discrimination Claim regardless of the manner in which or time that Supplier becomes aware of such matter. Supplier shall provide the Discrimination Claim and any related information to the Purchaser's ECP Coordinator or Managing Counsel, Nuclear while limiting the disclosure of any information that is either privileged or subject to an employee's privacy rights if Supplier or its Subcontractor has been advised by legal counsel that such privilege or rights will be lost or violated notwithstanding WCNOG has been requested to, and has agreed, to implement reasonable precautions.
- 39.5.2 Supplier shall, or shall cause its Subcontractor to, ensure that a prompt, thorough and independent investigation occurs of any such Discrimination Claim. Without prejudice to (f) above, Supplier shall, or shall cause its Subcontractor to, provide the Purchaser's ECP Coordinator, Managing Counsel, Nuclear or his or her designee with:
- 39.5.2.1 its plan of investigation, including its basis for concluding the investigator is independent and has the necessary qualifications to perform such investigation;
- 39.5.2.2 periodic reports of the status of the investigation conducted by the Supplier or its Subcontractor;
- 39.5.2.3 any actions taken in response to any such concern, report, allegation or complaint;
- 39.5.2.4 a copy of its investigation report; and
- 39.5.2.5 upon request, any supporting documentation.
- 39.5.3 In conducting such investigation, Supplier shall, or shall cause its Subcontractor to, take proper precautions to protect confidentiality and the identity of individuals participating in any investigations. Without prejudice to (f) above, Supplier shall, or shall cause its Subcontractor to, cooperate fully with Purchaser in any Purchaser investigation of any such Discrimination Claim.
- 39.6 **Breach.** Any breach of this Article 73.0 shall be deemed to be a material breach of the Contract Documents. Supplier shall indemnify Purchaser for any damages resulting from such breach in accordance with Article 15 (Indemnity) of the Base Terms.

I. The Base Terms hereby amended by the addition of the following Exhibits:

EXHIBITS

- Exhibit 1 INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS
Exhibit 2 PROCEDURE NO. AD-AA-101-1004 - WORK HOUR CONTROLS
Exhibit 3 PROCEDURE NO. MA-AA-101-1000 - FOREIGN MATERIAL EXCLUSION
Exhibit 4 PURCHASER SAFEGUARDS INFORMATION INCIDENT REPORT FORM AND INSTRUCTIONS
Exhibit 5 POTENTIAL SCOPE CHANGE / DELAY NOTICE
Exhibit 6 WORK IN CONTROLLED RADIATION AREAS
Exhibit 7 PROCEDURE NO. TR-AA-100 – FLEET SUPPLEMENTAL PERSONNEL TRAINING REQUIREMENTS

THE FOLLOWING PROVISIONS SHALL ONLY BE APPLICABLE AND OPERATIVE AS NEW SECTIONS TO THE BASE TERMS ONLY IF WORK (INCLUDING CURE) IS PERFORMED BY SUPPLIER AT PURCHASER'S JOBSITE OR ANY MATERIALS, GOODS, OR EQUIPMENT ARE DELIVERED BY SUPPLIER OR SUPPLIER'S SUBCONTRACTORS TO PURCHASER'S JOBSITE AND SUCH WORK THAT IS NOT OTHERWISE SUBJECT TO A SEPARATE SET OF TERMS AND CONDITIONS FOR MATERIALS.

J. If applicable, a new Section 40 entitled "CYBER SECURITY" is hereby added at the end of the Base Terms and will include the following:

- 40.0 **CYBER SECURITY:**
- 40.1 Supplier acknowledges and understands that Supplier's and its Subcontractors' compliance with the requirements of this Section 40.1 is essential to Purchaser's maintenance of its cyber security program at the jobsite. Accordingly, Supplier further acknowledges that agrees that Supplier's and/or its Subcontractors' failure to comply with the requirements of this Section 40.1 shall automatically be deemed a material event of default under the Contract and cause for termination in accordance with Section 22.0 of the Base Terms.
- 40.2 To the extent the scope of Work requires Supplier, its employees, Subcontractor or Subcontractor employees access, whether physically or remotely, to a digital computer, communication system, asset or network owned or operated by Purchaser, its affiliates or subcontractors, Supplier shall (and shall cause its Subcontractors to) comply with the requirements of all applicable laws, rules and regulations related thereto, which includes, without limitation, 10 CFR § 73.54 and 10 CFR § 73.55, as the same may be amended or modified from time to time.
- 40.3 Supplier shall and shall cause its Subcontractors' personnel to review and comply with Purchaser's cyber security program (as more particularly described in Purchaser Procedure No. IM-AA-102, as the same may be revised from time to time) related policies and relevant procedures (collectively, the "Cyber Security Program"). Upon request, Purchaser shall provide Supplier a copy of the Cyber Security Program.

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- 40.4 Prior to commencement of the Work and anytime thereafter, Supplier shall submit a request to the Company Representative if physical or electronic access to digital assets is required to perform the Work.
- 40.5 Prior to the commencement of the Work and anytime thereafter, if Supplier determines that physical or electronic access to Purchaser's digital assets is required to perform the Work, Supplier shall provide Purchaser with a copy of Supplier's Software Quality Assurance Procedures, which such Software Quality Assurance Procedures shall be subject to Purchaser's approval. Notwithstanding the foregoing, Purchaser's approval of Supplier's Quality Assurance Procedures shall not impact, diminish, excuse or otherwise impact Supplier and its Subcontractor's obligations under this Section 40.0.
- 40.6 If requested by Purchaser, Supplier must demonstrate to Purchaser's satisfaction a method of secure transfer and storage of information and code, with a minimum of 256 byte encryption, while performing Work or otherwise accessing Purchaser Confidential Information, whether at the jobsite or at any other site or location other than the jobsite.
- 40.7 The use at a Purchaser jobsite of any Supplier-provided Portable and Mobile Devices is discouraged. However, if Supplier or its Subcontractors intend to physically or electronically access or connect to digital assets using any Portable and Mobile Device, Supplier shall (and shall cause its Subcontractors to) comply with the guidelines set forth in Purchaser's Procedure No. IM-AA-102-1007 (as may be revised from time-to-time), Cyber Security Controls for Portable and Mobile Devices and IM Standard USB ("PMD Policy"). Purchaser recommends Supplier load any software required for performance of Supplier's Work on Purchaser-provided devices that are controlled under the PMD Policy. In addition to other obligations, conditions and requirements set forth in this Section 40 if any Supplier employee or Subcontractor employee desires Purchaser grant, for his or her PMD, the ability to interface with any Purchaser component, or to access the Purchaser network or Intranet, such person (i) must provide the Company Representative with no less than seventy-two (72) hours written notice prior to the anticipated commencement of the Work and (ii) must provide Purchaser administrative access to such PMD to allow Purchaser to perform a full security scan of the PMD. Notwithstanding anything contained herein to the contrary, Purchaser reserves the right in its sole discretion to deny any Supplier employee or Subcontractor employee access to Purchaser's network or Intranet for any reason whatsoever. Should Supplier desire access to Purchaser's network or Intranet, Supplier shall (and shall cause its Subcontractors to) ensure adequate time is allocated for the performance of such scans when planning and scheduling Supplier's Work. SUPPLIER HEREBY WAIVES ANY RIGHT TO SEEK AND COST OR SCHEDULE RELIEF IN CONNECTION WITH ITS PERFORMANCE OF THE WORK AS A RESULT OF OR IN CONNECTION THE TIME NECESSARY FOR PURCHASER TO PERFORM A SCAN OF ANY SUPPLIER EMPLOYEE OR SUBCONTRACTOR EMPLOYEE PMD. Further, all PMDs shall be subject to review by the Purchaser jobsite Information Management group prior to use on Purchaser equipment.
- 40.8 The Supplier must ensure new Critical Digit Assets (CDAs) incorporate and comply with applicable current security controls as stated in Purchaser's Procedure No. IM-AA-203 (as may be revised from time-to-time), Cyber Security Process. No wireless technology is allowed on the CDAs.
- K. If applicable, a new Section 41 entitled "**HEALTH & SAFETY**" is hereby added at the end of the Base Terms and will include the following:
- 41.0 HEALTH & SAFETY:**
- 41.1 Except where otherwise permitted by applicable law or Purchaser policy, the possession, introduction or the attempted introduction onto Purchaser premises of any firearm, weapon, weapon components, ammunition (or a projectile that can be shot from a weapon), explosives, incendiary device, hazardous chemical, poison or biological agent, or any other material or device that can cause severe harm to persons or property, is prohibited. Possession shall include, without limitation: (1) On the Supplier's person; (2) In the Supplier's belongings; (3) In the Supplier's locker or work station; (4) Any other location on Purchaser premises where the Supplier can access the prohibited item. For the purposes of this Section 41.0 Purchaser premises shall include, without limitation: (1) Any Purchaser facility or work area ; (2) Any Purchaser-owned or leased vehicle at any time, or (3) A Supplier's personal vehicle while engaged in Purchaser business or activities. It is the responsibility of each Supplier entering Purchaser premises to ensure that prior to such entry, a Supplier employee is not carrying any of the aforementioned prohibited items. The possession, introduction or attempted introduction of the above mentioned prohibited items onto Purchaser premises shall constitute a breach of this Contract and shall result in the immediate removal of the Supplier from Purchaser premises and may subject the Supplier to sanctions up to and including termination of the Contract.
- L. If applicable, a new Section 42 entitled "**TERMS FOR WORK PERFORMED ON SITE**" is hereby added at the end of the Base Terms and will include the following:
- 42.0 TERMS FOR WORK PERFORMED ON SITE:**
- 42.1 Access Authorization, Fitness For Duty, and Training:
- 42.1.1 Individuals performing Work within the protected area of Purchaser nuclear power plants must obtain unescorted access. To be granted such access, Supplier and its personnel must comply with the requirements of 10 CFR § 73.56, 10 CFR § 73.57, 10 CFR Part 26, NEI 03-01 (current revision), and the current version of Exhibit 1, INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS.
- 42.1.1.1 Supplier shall not invoice/charge/bill Purchaser for time, expenses and/or costs for Supplier personnel associated with any training or qualification activities performed on-site by Purchaser personnel for which training content and evaluation tools exist on NANTel or EPRI standard task evaluations (STEs) exist.
- 42.1.1.2 Supplier shall not invoice/charge/bill Purchaser for time, expenses and/or costs for Supplier personnel associated with any training or qualification activities performed on-site by Purchaser personnel for any requirement in Exhibit 7, TR-AA-100, FLEET SUPPLEMENTAL PERSONNEL TRAINING REQUIREMENTS
- 42.1.1.3 There shall be NO reimbursement to Supplier for any individual who fails to successfully complete the access processing requirements for any reason, including but not limited to failure to complete training requirements. Furthermore, any costs incurred due to removal or replacement of any of Supplier's Personnel for failure to comply with laws, rules and regulations shall be at Supplier's sole cost and expense. This shall include in-processing time (productive and nonproductive), travel and living expenses, background investigation costs, drug and alcohol testing, fingerprinting and Minnesota Multiphase Personality Inventory costs associated with the removed Personnel and the personnel being brought in to replace Supplier's Personnel. Additionally, Purchaser in its sole discretion may invoice Supplier for all reasonable costs and expenses incurred by Purchaser as a result of any failure of Supplier personnel who fails to successfully complete the access processing requirements for any reason, and Supplier agrees the promptly pay any such costs.
- 42.1.1.4 Any costs incurred due to removal or replacement of any of Supplier's personnel for failure to comply with Section 24.0 of the Base Terms shall be at Supplier's sole cost and expense. This shall include background investigation costs drug and alcohol testing, fingerprinting and psychological testing costs associated with the removed personnel and the personnel being brought in to replace Supplier's personnel. Purchaser is responsible to the NRC for maintaining an effective fitness-for-duty program in accordance with NRC regulations; and duly authorized representatives of the NRC may inspect, copy, or take away copies of any of licensee's or Supplier's documents, records, and reports related to implementation of the

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licensee's, or Supplier's fitness-for-duty program under the scope of the contracted activities. Successful completion of personnel training described in Exhibit 1, INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS, is required. For fixed price contracts or Purchase Documents Supplier shall pay the costs incurred by Supplier or its Subcontractors for personnel who appear at Purchaser's jobsite to participate in Purchaser's jobsite in-processing requirements in order to gain access to the jobsite to perform the Work.

- 42.1.2 Jobsite access must be immediately deactivated for all badged Supplier employees whose services have been terminated or suspended. Immediate notification to the site AA/FFD supervisor or designee may be accomplished through Turkey Point telephone (305) 246-7171, (305) 246-7129 or (305) 246-6147; St. Lucie telephone (772) 467-7003 or (772) 467-7336; Seabrook telephone (603) 773-7040 or (603) 773-7881; Duane Arnold telephone (319) 851-7355 or (319) 851-7329; Point Beach telephone (920) 755-7756 or (920) 755-7786. Failure to notify site security to immediately deactivate site access of terminated or suspended employees will result in, at a minimum, a loggable event. As outlined in Section 42.3, Supplier shall pay to Purchaser liquidated damages for failing to comply.
- 42.1.3 Immediate notification to the site AA/FFD supervisor or designee must also be made if a badged Supplier or Subcontractor is arrested or has not been under the observation of a supervisor within the last thirty (30) calendar days. Failure to do so may result in the assessment of monetary damages as outlined in Section 42.3. Supplier employees or Subcontractor employees that access the jobsite for a specific assignment period will have access terminated upon completion of their assignment.
- 42.1.4 Termination of access must be accomplished by utilizing the electronic, on-line access processing system ("ACX"). If the termination is deemed unfavorable or for-cause for any reason, the individual's supervisor or Supplier representative shall immediately notify the Purchaser Department Head, Manager or Supervisor and the site AA/FFD supervisor or designee of any incident or behavior that may have led to the unfavorable termination in order to enable the FFD Supervisor to make a proper access authorization determination.
- 42.1.5 In the event Supplier removes from the Work any of Supplier's or Subcontractor's personnel for any of the following reasons, Supplier shall immediately Notify the site AA/FFD supervisor, Fleet AA/FFD Program Manager or their respective designees with a follow-up in writing, as provided in Section 42.1.7:
 - 42.1.5.1 falsifications and misrepresentations;
 - 42.1.5.2 violation of company policy;
 - 42.1.5.3 violation of safety rules;
 - 42.1.5.4 violation of security rules;
 - 42.1.5.5 workplace violence or disciplinary problems;
 - 42.1.5.6 felony arrest; or
 - 42.1.5.7 any behavior that could adversely impact trustworthiness and reliability.
- 42.1.6 Supplier's written notification shall contain the following information: (i) name of Supplier's or Subcontractor's personnel removed; (ii) date of such removal; (iii) designation of reason or reasons for such removal limited to those reasons specified in Section 42.1.5; and, (iv) the name of Supplier's supervisor removing such personnel from the Work for such specified reason(s).
- 42.1.7 Supplier shall provide the Notice required by Section 42.1.5 immediately by facsimile or e-mail to:
[Supplier to Insert Purchaser Legal Name]
15430 Endeavor Road
Jupiter, FL 33478
Attn: David Bonthron, Access/Fitness for Duty Program Manager, NT3/JW
Facsimile: 561-805-2588
E-mail: david_bonthron@fpl.com
Phone: 561-805-2595
- 42.1.8 Jobsite access must be immediately deactivated for all badged Supplier or Subcontractor employees whose services have been terminated or suspended. Suppliers that access the site for a specific assignment period will have access terminated upon completion of their assignment.
- 4.2 NANTeL:
 - 42.2.1 Participation in the National Academy for Nuclear Training e-Learning ("NANTeL") system for portable qualifications is mandatory for all incoming personnel requiring unescorted access to any Purchaser nuclear facility. The NANTeL system will be utilized on a fleet wide basis for Plant Access Training ("PAT") and Radiation Worker Training ("RWT") and will also provide generic training for topics such as Human Performance Tools and Industrial Safety. All Supplier personnel must satisfactorily complete the necessary training prior to reporting to any Purchaser nuclear facility. Background screening and fitness for duty regulatory requirements for unescorted access are not affected by this process. Also, those Supplier personnel that provide services exclusively outside of the protected area of the Purchaser nuclear plant site are not affected by this process.
 - 42.2.2 Supplier shall coordinate with Purchaser Training to qualify Supplier personnel as NANTeL system administrators (training and qualification as a system administrator to be provided by Purchaser) and as proctors (training and qualification to be obtained via NANTeL web-based training module for Suppliers). If Supplier does not have access to computer work stations set up to meet the minimum specifications required by NANTeL (these specifications are posted on the NANTeL website: www.nantel.org), access to NANTeL must be coordinated through Purchaser's Training Department. Suppliers with greater than 20 Supplier personnel to be trained shall provide a qualified system administrator and proctor to process the Supplier personnel at the Purchaser training facilities at Supplier's sole cost and expense. However, in all cases it is expected that actions will be put in place by Supplier to provide computer work stations to all Supplier personnel that meet the NANTeL system requirements.
 - 42.2.3 If Supplier has any questions concerning this initiative or require additional information regarding accessing the NANTeL system, please contact the respective Purchaser Training department noted below (For the site training contact, see NANTeL for the lead administrator for the site.)

Duane Arnold Energy Center NextEra Energy Duane Arnold, LLC 3277 DAEC Road Palo, IA 52324	Point Beach Nuclear Plant NextEra Energy Point Beach, LLC 6590 Nuclear Road Two Rivers, WI 54241	Seabrook Station NextEra Energy Seabrook, LLC 626 Lafayette Road Seabrook, NH 03874
Florida Power & Light Co. Corporate Office 700 Universe Blvd Juno Beach, FL 33408	Turkey Point Plant Florida Power & Light Co. 9760 SW 344th Street Florida City, FL 33034	St. Lucie Plant Florida Power & Light Co. 6501 S. Ocean Drive Jensen Beach, FL 34957

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- 42.3 Nuclear Site Administrative Charges:
- 42.3.1 In order to reduce the number of NRC violations and maximize personal safety, the following damages shall be assessed to Supplier as nuclear site administrative charges and not as a penalty for personnel who are directly responsible for the violations. These administrative charges shall be assessed per-occurrence and Supplier may receive more than one assessment for administrative charges per-occurrence.
- | | | |
|-----------|---|--------------|
| 42.3.1.1 | Vital area doors left unsecured which are a recordable event: | \$ 500.00 |
| 42.3.1.2 | Vital area doors left unsecured which are a reportable event: | \$ 1,000.00 |
| 42.3.1.3 | Badging violations which are a recordable event: | \$ 500.00 |
| 42.3.1.4 | Badging violations which are a reportable event | \$ 1,000.00 |
| 42.3.1.5 | Fitness For Duty violations: | \$ 500.00 |
| 42.3.1.6 | Access authorization violations, including but not limited to:
Falsification, tampering, misrepresentation and theft: | \$ 500.00 |
| 42.3.1.7 | Supplier caused reactor trip: | \$ 10,000.00 |
| 42.3.1.8 | Keys left in unsecured vehicles within the Protected Area: | \$ 500.00 |
| 42.3.1.9 | Safe work practice violation: | \$ 1,500.00 |
| 42.3.1.10 | Violation of Overtime Guidelines: | \$ 1,000.00 |
| 42.3.1.11 | Supplier caused NRC violation: | \$ 5,000.00 |
| 42.3.1.12 | Environmental Violation: | \$ 1,000.00 |
| 42.3.1.13 | Program or Procedure violation: | \$ 500.00 |
| 42.3.1.14 | Failure to notify Purchaser and/or Nuclear Fleet Security
of Supplier personnel terminated for cause in accordance with terms
and conditions: | \$ 1,000.00 |
| 42.3.1.15 | Violation of Purchaser policy prohibiting firearms on Purchaser property: | \$ 1,500.00 |
| 42.3.1.16 | Failure to comply with Cleanliness Control/Foreign Material Exclusion requirements: | \$ 1,500.00 |
- 42.3.2 Purchaser and Supplier have given consideration to the uncertainty of the amount of such damages and agree that the nuclear site administrative charges are reasonable in light of the anticipated harm to be caused to Purchaser by the events covered by the nuclear site administrative charges, Purchaser's difficulties of proof of loss, and the substantial inconvenience caused thereby to Purchaser. These nuclear site administrative charges shall neither relieve nor release Supplier from any of its obligations under the Contract, shall not be deemed a waiver of any rights of Purchaser to insist upon strict performance hereof or of any of Purchaser's rights or remedies under the Contract or by law, and shall not operate as a waiver of any of the provisions hereof.
- 42.4 Overtime Guidelines:
- 42.4.1 Supplier shall abide by the following overtime guidelines with respect to performance of any Work by Supplier's or Subcontractor's personnel performed at a jobsite unless modified by Purchaser's issuance of a Change Form.
- 42.4.1.1 With respect to performance of any Work by Supplier's personnel at a jobsite Supplier must comply with the requirements of 10 CFR Part 26 Subpart I, Section 26.205 for "Work Hours" (current revision at time of performance of such Work) and Purchaser procedures, including but not limited to Exhibit 2, PROCEDURE NO. AD-AA-101-1004 WORK HOUR CONTROLS.
- 42.4.1.2 Supplier is responsible for providing to the Company Representative records, on a weekly basis, of work hours for individuals who are subject to the work hour controls in 10 CFR Part 26 Subpart I, Section 26.205, including start and stop times. Such records should be generally in the form set forth in Exhibit 2, PROCEDURE NO. AD-AA-101-1004 WORK HOUR CONTROLS.
- 42.4.1.3 Decisions to exceed the overtime guidelines will only be made by Purchaser. Requests for exceptions to the above guidelines must be submitted to the Purchaser Site Technical Representative in accordance with Purchaser procedures and be authorized by a Purchaser Vice-President or designee prior to any guidelines being exceeded. It is the responsibility of Supplier to develop a process to document daily hours worked for all Supplier personnel, to prevent any violations. This process shall be in a format acceptable to Purchaser to ensure compliance.
- 42.4.2 Purchaser and Supplier agree that these overtime guidelines shall be subject to revision as necessary to reflect any new or revised overtime guidelines that may be instituted by the NRC. If such revision impacts the cost or schedule or any other Contract terms, Purchaser and Supplier shall negotiate an equitable adjustment.
- 42.5 Monthly Person-hours Verification:
No later than the fifth day of each month, Supplier shall report to the respective Site Industrial Safety Manager the total person-hours performed by Supplier and its Subcontractors at the plant site during the previous month.
- 42.6 Safety Conscious Work Environment:
- 42.6.1 Supplier and Subcontractor actions are essential to the establishment and maintenance of a safety conscious work environment ("SCWE") on site. Supplier shall maintain an effective SCWE program to protect individuals against retaliation for raising safety concerns, and to ensure the free flow of safety information within Supplier's organization and at Purchaser's nuclear plants.
- 42.6.2 Purchaser shall have the right to audit Supplier to ensure compliance with Section 211 of the ERA.
- 42.7 Nuclear Insurance and Indemnity:
- 42.7.1 Purchaser shall, at its expense, maintain an agreement of indemnification and financial protection in such form and in such amount as will meet the financial protection requirements of the NRC pursuant to Section 170 of the Act.
- 42.7.2 In the event that the Act expires, is repealed or the protection provided is reduced, Purchaser shall, without cost to Supplier, maintain in effect during the period of time Purchaser owns the Nuclear Facility, to the extent available on reasonable terms and customarily maintained by nuclear plant owners in the United States, contractual indemnity, limitation of liability and/or liability insurance in order to minimize impairment of the protection afforded Supplier as set forth above.
- 42.7.3 To the extent permitted by applicable law, insurance procured in accordance with this Section 42.7 shall authorize Purchaser to waive all rights of subrogation that Purchaser's insurance carrier might exercise against Supplier.
- 42.8 Safeguards Material Protection:
- 42.8.1 Prior to being granted access to any Purchaser classified safeguards information ("SGI") or safeguards information - modified handling ("SGI-M"), Supplier is required to either adopt the Purchaser SGI/SGI-M procedure or have a formal written Safeguards Material protection program, which has been reviewed and approved by Purchaser's Nuclear Security department. Supplier upon request shall allow Purchaser to conduct an on-site evaluation of the Supplier's SGI/SGI-M protection process. The Supplier's Safeguards Material protection procedure shall address the applicable requirements of Title 10 Code of Federal Regulations Part 73.21, Protection of Safeguards Information: Performance Requirements; Part 73.22, Protection of Safeguards Information: Specific Requirements; NUREG 0794, Protection of Unclassified Safeguards Information; a FBI criminal history records check using the procedures set forth in Part 73.57, Requirements for Criminal History Checks of Individuals Granted Unescorted Access to a Nuclear Power Facility or Access to Safeguards Information; and the Nuclear Regulatory Commission Generic Letter 87-10, Implementation of 10 CFR § 73.57,

NUCLEAR SUPPLEMENTAL CONDITIONS FOR SERVICES
ORDERED FOR PURCHASER NUCLEAR FACILITIES

Requirements for FBI Criminal History Checks. In addition, the procedure shall include provisions for (i) accountability and inventory control over each page of each document and electronic media type classified as SGI/SGI-M; and (ii) destruction of all SGI/SGI-M material, whether in hard copy or electronic / digital media. Any revisions or changes to Supplier's Safeguards Material protection procedures as applicable to the identification and control of SGI/SGI-M materials applicable to Purchaser Entities installations shall be reviewed and approved by Purchaser prior to implementation. However, Purchaser's approval of Supplier's Safeguards Material protection procedures shall not relieve Supplier of its responsibility to meet the requirements set forth herein. Supplier shall also require its Subcontractors to comply with the provisions of this Section 42.8.1.

42.8.2 Reporting of SGI Procedure or Process Violations - Supplier shall immediately notify Purchaser of any condition that may constitute a violation of (i) the requirements set forth in this Section 42.8.2, or (ii) Supplier's Safeguards Material Protection procedure. Such written notice shall be made by facsimile with immediate telephone confirmation (e-mail may be used as requested by Purchaser during telephone notification) to each Purchaser Entities facility affected by the violation, using Exhibit 4, PURCHASER SAFEGUARDS INFORMATION INCIDENT REPORT FORM AND INSTRUCTIONS. However, if facsimile use would delay Purchaser Entities notification, Supplier shall notify the affected Purchaser Entities facilities listed by the quickest method available and follow up as soon as possible with written confirmation of the violation details. However, and notwithstanding anything to the contrary under this Section 42.8, voicemail is not an acceptable notification method. Whenever information is transmitted, Supplier shall always immediately contact each affected Purchaser Entities site by telephone to confirm Purchaser Entities receipt of each written, facsimile, or email transmission. Receipts of violation information will be logged by Purchaser Entities at each station contacted. Timely notification of adverse conditions is required by NRC regulations.

Security Shift Supervisor	Facsimile	Phone	Alt Phone
St Lucie Nuclear Plant	772-467-7531	772-467-7005	772-465-3550 x3360
Turkey Point Nuclear Plant	305-246-7334	305-246-6074	305-246-6140
Seabrook Station	603-773-7011	603-775-8076	603-474-9521 x4239
Duane Arnold Energy Center	319-851-7380	319-851-7254	319-851-7241
Point Beach	920-755-6622	920-755-6275	

If no response or if unsure of which stations are affected, contact any station from above list
Corporate Office (If no responses contact St Lucie Nuclear Plant)
Nuclear Fleet Security, 561/304-6202

42.9 Contaminated Equipment & Materials:

42.9.1 Purchaser requires that Supplier's equipment be free from licensed radioactive contamination, unless otherwise stipulated in the Contract, prior to arrival at the jobsite. Equipment found at any time to be contaminated by Supplier shall be decontaminated and/or returned at Supplier's expense. Equipment which cannot be decontaminated to the free release standard will only be released if Supplier possesses a valid license to possess such contaminated material. Purchaser accepts no financial responsibility for contaminated Supplier equipment arriving at the jobsite. Supplier shall ensure that all of the clothing and personnel items of its employees and Subcontractor's employees shall not be contaminated. In the event that Purchaser detects contamination on Supplier/Subcontractor employees' clothing or personnel items, such items shall be confiscated and Supplier shall be responsible for reimbursement of any costs to the employees. In addition, all of Purchaser's costs incurred in the detection of and in the confiscation and disposition of contamination, including third party costs and overtime, shall be charged to Supplier. Further, Supplier shall indemnify and hold Purchaser Entities harmless for any costs or liabilities incurred as a result of Supplier's failure to comply with the requirements of this Section 42.9.1.

42.9.2 Purchaser shall not survey for radiological free release bulk material, containers or equipment that was used in the jobsite's Radiological Controlled Areas (the "RCA"). Such items shall be returned as Radioactive Material to Supplier or its designee. Exceptions to this policy will need to be contractually negotiated prior to the materials, containers or equipment entering the RCA. Prior to permitting any personnel to work in radiation controlled areas, Supplier shall satisfy the health physics requirements set forth in Exhibit 6, WORK IN CONTROLLED RADIATION AREAS, and all Plant procedures and regulations pertaining to health physics. Supplier shall provide radiation exposure limits, if requested by Purchaser, of personnel prior to the start of and during the performance of any Work.

M. If applicable, a new Section 43 entitled "CLEANLINESS CONTROL/FOREIGN MATERIAL EXCLUSION" is hereby added at the end of the Base Terms and will include the following:

43.0 CLEANLINESS CONTROL/FOREIGN MATERIAL EXCLUSION:

43.1 The services to be supplied by Supplier under the Contract are important to the operation of a power plant facility. Supplier shall comply with all applicable foreign material exclusion requirements as stated in Exhibit 3, PROCEDURE MA-AA-101-1000 FOREIGN MATERIAL EXCLUSION, or Supplier's own FME procedure if approved for use by Purchaser. Foreign material exclusion requirements are implemented during all activities which open systems and equipment for maintenance or inspections, to ensure that all such activities are performed in a manner that will not introduce foreign material into the system or equipment. All workers and supervisors should complete the foreign material exclusion computer-based training program during site general access training. If not completing general access training, all Supplier personnel who will be on site shall complete a review of these requirements with the Company Representative prior to commencing Work.

43.2 Foreign material includes, but is not limited to, machine tailings, dirt, mill scale, weld splatter, residue, broken or loose parts, contaminants, or other foreign material that may (i) adversely affect the operation of the systems or equipment; or (ii) be introduced into interfacing equipment and systems. Other examples of foreign material include but are not limited to loose fasteners, debris resulting from machining or other manufacturing processes, and tags or labels used in the manufacturing process that are not permanently affixed to internals.

43.3 Supplier is responsible for ensuring through inspection or other means that no foreign material or contaminants are present, including in internal surfaces and cavities of the equipment, prior to systems and equipment delivery, installation and use.

43.4 In addition to the above, measures shall be taken by Supplier to prevent foreign material from entering the work area, including installation of protective devices such as caps, plugs, or covers as necessary. Protective devices shall be validated by Supplier for material compatibility to guarantee no adverse or detrimental impact to the systems or equipment provided (for example, protective devices containing halogens or heavy metals should not be used on stainless steel items).

43.5 Protective devices such as caps and plugs shall be clearly visible. Protective devices that have been painted over during production processes shall be replaced or otherwise be made clearly visible.

43.6 Supplier shall also take precautions to ensure foreign material is not introduced during packaging and shipping. If the goods are shipped with other parts (such as seals, gaskets, lubricants, mounting hardware), precautions should be taken to ensure smaller items cannot be introduced into openings or cavities of larger parts and equipment. Where appropriate, every item included with a shipment should be identified in the packing list or by other means. If desiccants or other preservatives are used to protect the good(s), the affected part or equipment shall be clearly labeled or tagged with information including the type of preservative, its location, and any special instructions pertaining to its removal prior to installation, and other applicable information such as quantity of desiccant packages.

43.7 Purchaser has the right to reject and return at Supplier's expense any item that fails to meet these requirements.



TOPIC: Glatfelter University | VFIS University Affiliate Training Partnership for Emergency Vehicle Operations Certificate Curriculum

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The School of Adult and Continuing Education requests approval to become an affiliate of “VFIS University”, the training arm of VFIS, in order to use their nationwide Emergency Vehicle Operations Certificate (EVOC) curriculum.

ALTERNATIVE(S): No access to this curriculum.

FISCAL IMPACT: There is no cost to become an affiliate.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 3/30/26

BOARD ACTION:

DATE: 4/28/26



Training Officer and Org Administrator User Guide

RISK CONTROL AND EDUCATION

183 Leader Heights Road | PO Box 2726 | York, PA 17405 | 717.741.0911 | 800.233.1957
glatfelters.com | vfis.com

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GET HELP

For questions related to the steps outlined in this user guide, please contact:

VFIS clients: VFIS Education, Training & Consulting at csapps@vfis.com

Glatfelter clients: Client Risk Solutions at csapps@vfis.com

SETUP AN ORGANIZATION

To sign-up your department/organization, submit a written request on official letterhead and signed by a chief officer/manager to: csapps@vfis.com.

The request should include:

- Your insurer (VFIS or Glatfelter)
- Name of organization
- Name of the designated training officer and Org Administrator
- Email address for both individuals
- Phone number for both individuals
- County
- State

We will validate the information and setup your organization within Glatfelter/VFIS University. Once we have created the account, we will send a confirmation email to the designated training officer and/or Org Administrator.

REGISTER USERS

Once your account has been setup, you can add users one of two ways.

Mass Upload

We can perform a mass upload of your personnel.

1. Download the user upload spreadsheet (.csv) template.
2. Complete columns A, B, C, D and F with one row for each new user.
3. Email the completed user upload spreadsheet to: csapps@vfis.com.

Once uploaded, a verification email will be sent to all users listed in the spreadsheet. The verification email is valid for **30 days**. Be sure to check your SPAM folder. If the validation email has expired, return to the login page and select the "Forgot Password?" link to trigger a new validation email.

THE TRAINING OFFICER

Every organization is required to designate one or more training officers to manage Glatfelter/VFIS University for their entire organization. A training officer is responsible for assisting users with account registration, approval of organization affiliation requests, assignment of courses, running reports and providing basic technical support to Glatfelter/VFIS University users within their organization.

A training officer should review and distribute the Glatfelter/VFIS University User Guide to all users within the organization.

THE ORG ADMINISTRATOR

Every organization is required to also designate one or more Org Administrators to manage Glatfelter/VFIS University for their entire organization. An Org Administrator is responsible for approving the Glatfelter/VFIS Organization Agreement, Instructor agreements, assist in managing Glatfelter/VFIS classes, and providing basic technical support to Glatfelter/VFIS University users within their organization.

Organization Agreement

The Org Administrator will e-sign the Organization Agreement agreeing to; (1) qualify and provide appropriate supervision of all instructors affiliated with the authorized organization, (2) deliver and administer the Glatfelter/VFIS program(s) in accordance with the Glatfelter/VFIS Program Administration Manual, instructor and participation manuals, applicable laws and regulations, and applicable policies and procedures of the organization and/or the local authority having jurisdiction (AHJ).



Click on the button marked e-sign to complete this task.

Approve Instructor Agreements

The Org Administrator is responsible for approving Glatfelter/VFIS Instructors into the organization. For a new instructor recently taking a VFIS Instructor class, the individual will be added to the system as an instructor. The instructor e-signs the agreement for the Org(s) to which they are affiliated. The Org Administrator should then see an executed Instructor Agreement on their dashboard in the Instructor Agreement icon. Upon completion of that agreement, the instructor will then have access to their Instructor Dashboard for planning and completing classes.

Note: Currently, this functionality is only available for the EVDT didactic and competency courses. We anticipate other Glatfelter/VFIS course instructor dashboards to be added in 2026, or sooner.

Click on the "Org Admin Dashboard".



- Affiliation Request
- Profile
- Calendar
- Private files
- FAQs
- Help
- Preferences
- Switch role to...
- Log out

The screenshot shows the VFIS dashboard with a navigation menu on the left and a user profile dropdown on the right. The main content area features several tiles: 'Communicate Messages', 'Your Profile Profile', 'Preferences Settings', 'Custom Dashboard Student Dashboard', 'Custom Dashboard Training Officer Dashboard', 'Custom Dashboard Org Admin Dashboard' (highlighted with a red arrow), and 'Custom D VFIS Ir Dashb'. Below these are three summary cards: 'Courses in Progress' (3), 'Courses Completed' (1), and 'Badges Earned' (0). A calendar for June 2022 is visible on the right.

Then click on the "Instructor Agreement" tab. The numerical value will show the number of instructor agreements pending.



- Affiliation Request
- Profile
- Calendar
- Private files
- FAQs
- Help
- Preferences
- Switch role to...
- Log out

The screenshot shows the 'ORG ADMIN DASHBOARD' with a navigation menu on the left and a user profile dropdown on the right. The main content area features several tiles: 'DIVISION VFIS', 'ORGANIZATION Department (VFIS CRS)' (highlighted with a red arrow), 'AVAILABLE COURSES 72', 'USER 22', 'Org Admin Agreement', 'Instructor Agreement' (highlighted with a red arrow), 'Organization Roster', 'Class Requests', 'Student Roster', and 'Instructor Agreement Report'. A copyright notice '© 2025 VFIS. All Rights Reserved.' is at the bottom.

To view each instructor agreement, select the "eyeball" to view the agreement.



- Affiliation Request
- Profile
- Calendar
- Private files
- FAQs
- Help
- Preferences
- Switch role to...
- Log out

VFIS: ABC Fire Department (VFIS CRS)
Instructor Acknowledgements

Filters

User:

Status: All

Date From: 16 June 2024

Date To: 16 June 2025

Sr.No.	Firstname	Lastname	Email	Organization	NANDA	Instructor e-sign	e-sign Date	Status	Approver	Date	Action
1	Nicole	Dugan	ndugan@vfris.com	VFIS: ABC Fire Department (VFIS CRS)	Yes		06-16-2025	In-Process	-	-	

© 2025 VFIS. All Rights Reserved.

The Org Administrator then clicks on the "e-sign and Submit" button to complete the process. Upon page refresh, the instructor agreement will be shown in the Org list. The instructor will then have access to their VFIS Instructor dashboard.



- Affiliation Request
- Profile
- Calendar
- Private files
- FAQs
- Help
- Preferences
- Switch role to...
- Log out

● Complete the VFIS instructor-level program for the subject matter
● Complete the VFIS instructor update program on an annual basis (if applicable) for the subject matter

Nicole Dugan
Instructor

e-signed
Instructor Signature

Authorized Organization Affiliation
(Completed by the Authorized Organization Representative)

As the authorized organization representative, I certify this instructor meets the minimum requirements to function as an instructor for the local authority having jurisdiction.

ABC Fire Department (VFIS CRS)
Organization

Michael Baker
Authorized Organization Representative

NANDA # (For Internal Use)

Authorized Organization Representative Signature

Single User Registration

1. Access Glatfelter/VFIS University in a web browser from your pc or mobile device at: www.glatfelteru.com or www.vfisu.com. Select the "Login/Register" button and then select "Register"



2. Complete the registration form with all of the required information.

Are you a Glatfelter/VFIS Client?

If your organization is insured by Glatfelter or VFIS, select the checkbox. If you are unsure, contact your insurance agent.

Password

Please use a minimum of 12 characters, with at least 1 special character, 1 number and 1 lowercase character.

Select the "Register" button.

A screenshot of the registration form. At the top left is the Glatfelter Insurance Group logo, and at the top right is the VFIS logo. The text reads "Register to access Glatfelter and VFIS resources, including VFIS University and ResponderHelp". The form includes input fields for "First name", "Last name", and "Email". Below these is a checkbox labeled "Are you a VFIS Client?". There are two password fields: "Password (Please use a minimum of 12 characters, with at least 1 special character, 1 number and 1 lowercase character)" and "Confirm password". A link "< Back to Login" is located below the password fields. A large blue "Register" button is at the bottom.

3. Check your email for an automated email from noreply-ss0@vfis.com to validate your email address.

NOTE: This validation email is valid for **5 minutes**. Be sure to check your SPAM folder. If the validation email has expired, return to the login page and select the "Forgot Password?" link to trigger a new validation email.

LOGIN AND EDIT PROFILE

1. Access Glatfelter/VFIS University in a web browser at: www.glatfelteru.com or www.vfis.com and login using your username and password.
2. Select the "Your Profile" button on the homepage dashboard or "Profile" in the left navigation bar.
3. Expand the "User Details" menu by selecting the caret (^) icon.
4. Select "Edit profile."



5. Expand the "Optional" menu by selecting the caret (^) icon.
6. Enter your state EMS license/certification number in the "ID number" field, if applicable.

A screenshot of a form titled "Optional" with a dropdown arrow to its left. The form contains several input fields: "ID number", "Institution", "Department", "Phone", "Mobile phone", and "Address". Below these fields is a section titled "Other fields" with a right-pointing arrow. At the bottom right of the form, there are two buttons: "Update profile" and "Cancel".

7. Select the "Update Profile" button.
8. Select the Glatfelter or VFIS University logo at the top left of the screen to return to the homepage dashboard.

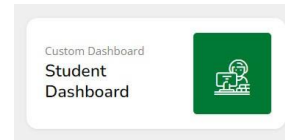


AFFILIATE WITH AN EXISTING DEPARTMENT/ORGANIZATION

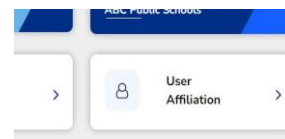
All users need to be affiliated with an organization in Glatfelter/VFIS University before they can start taking courses.

NOTE: This step applies only to users who registered individually. Users who were registered via mas upload will automatically be affiliated with their organization and do not need to complete this step.

1. Select "Request Affiliation" from the left side menu or select the "Student Dashboard" button on the homepage dashboard.



2. From the Student Dashboard, select "User Affiliation".



3. Select the "Request Affiliation" button.



4. Enter your phone number and choose an organization from the drop-down list.

NOTE: If your organization does not appear in the list, proceed to the "Setup an Organization" section in this user guide.

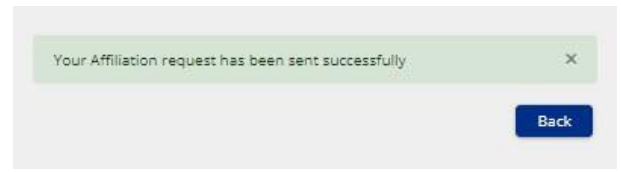
A screenshot of the "Request Affiliation" form. It contains several input fields: "User Name" (with a blacked-out value), "Email" (with a blacked-out value), "Phone" (with a red mask "XXX-XXX-XXXX" and a red required field icon), "Additional Organization Request" (with a blue "Select organization" button and a red required field icon), and a "Search" dropdown menu. Below these fields is a "Comments/Notes" text area. At the bottom right are "Submit" and "Cancel" buttons. A note at the very bottom says "There are required fields in this form marked [red icon]".

5. Select the "Submit" button.

6. If you are affiliated with multiple departments/organizations, select the "Request Affiliation" button again to select additional organizations.



7. Select the "Back" button to return to the Student Dashboard.



8. If you are affiliated with multiple organizations, toggle between organizations using the dropdown menu at the upper right corner of the Student Dashboard.



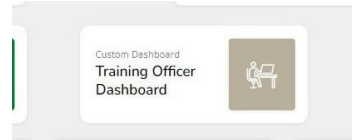
NOTE: The existing training officer must approve your affiliation request before you can enroll in any courses. The training officer will receive an email alerting them to the affiliation request.

If the existing training officer can no longer access their account, please contact Glatfelter/VFIS University Account Assistance to be designated as a training officer.

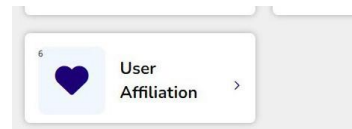
APPROVE AN AFFILIATION REQUEST

1. Direct users to follow the "Affiliation Request" steps outlined in the Glatfelter/VFIS University User Guide.

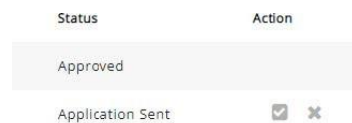
2. On the homepage, select the "Training Officer Dashboard" button.



3. Select "User Affiliation" button.



4. Select the checkmark to approve a user affiliation or select the "x" to decline a user affiliation.



REMOVE A USER AFFILIATION

1. Select the "Training Officer Dashboard" button.

2. Select the "Organization Roster" button.



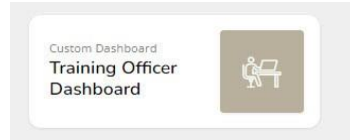
3. Select the "x" to remove a user affiliation with your organization.

A screenshot of a table with columns "Modifier", "Time Created", "Time Modified", "Organization", and "Action". A red arrow points to the "x" icon in the "Action" column.

Modifier	Time Created	Time Modified	Organization	Action
Admin User	05-24-2023 09:50	05-24-2023 09:50	[REDACTED]	<input type="checkbox"/>

ASSIGN A COURSE

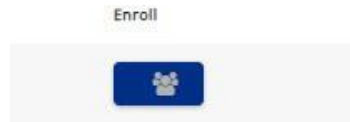
1. Select the "Training Officer Dashboard" button.



2. Select the "Course Enrollment" button.



3. Browse for the course title and select the corresponding "Enroll" button.



4. Select users from the "Available User" list.

NOTE: Hold the "Ctrl" key on your keyboard to choose multiple users within the list. Hold the "Shift" and "Up/Down Arrow" keys to select a range of multiple users within the list.

5. Select the "Add" button.

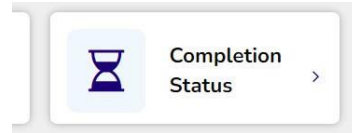


6. Set a due date by clicking on the calendar icon or type in the due date as mm/dd/yyyy.

NOTE: Users will receive an email notification of the assignment.

DOWNLOAD A REPORT

1. Select the "Training Officer Dashboard" button.
2. Select the "Completion Status" button.
3. Select criteria to filter the report by:
 - User
 - Course Name
 - Date
 - Completion Status
4. Select the "Filter" button.
5. Select the "Download" button to download to Excel (.csv) file.



NOTE: The report download is a .csv file.

A printer-friendly report will be available soon.

View/Print Member's Certificates

1. Select the "Training Officer Dashboard" button.
2. Select the "Completion Status" button.
3. Select criteria to filter the report by:
4. User
5. Course Name
6. Date
7. Completion Status
8. Select the "Filter" button.
9. The report will generate at the bottom of the page.
10. Move the page over to the right and under the "Action" column, if a course is showing "Completed" click on the gray arrow to open up and view the member's certificate.
11. Print and/or save the certificate for your records.

State EMS Cert/License	Cert Level	County	Username	Firstname	Lastname	City	State	Organization	Course Category	Course Name	Course Status	Completion Date	Completion Status	Due Date	Enrollment Type	Action
1234			mlichty@vfls.com	Maria	Lichty		Pennsylvania	ETC	VFIS Courses	VFISu: 2024 Privately-Owned Vehicle Operations: Answering the Call Safely Video	Active	N/A	Pending	10-18-2024	Previously Enrolled	✕
1234			mlichty@vfls.com	Maria	Lichty		Pennsylvania	ETC	VFIS Courses	VFISu: 2024 The Respectful Workplace (Supervisor)	Active	N/A	Pending	09-21-2024	Previously Enrolled	✕
1234			mlichty@vfls.com	Maria	Lichty		PA	ETC	VFIS Courses	VFISu: 2024 Safe Backing Practices Video	Active	N/A	Pending	09-13-2024	Previously Enrolled	✕
1234			mlichty@vfls.com	Maria	Lichty		PA	ETC	Healthcare	GIG: HIPAA Compliance Trainine for	Active	N/A	Completed		Previously Enrolled	⬇



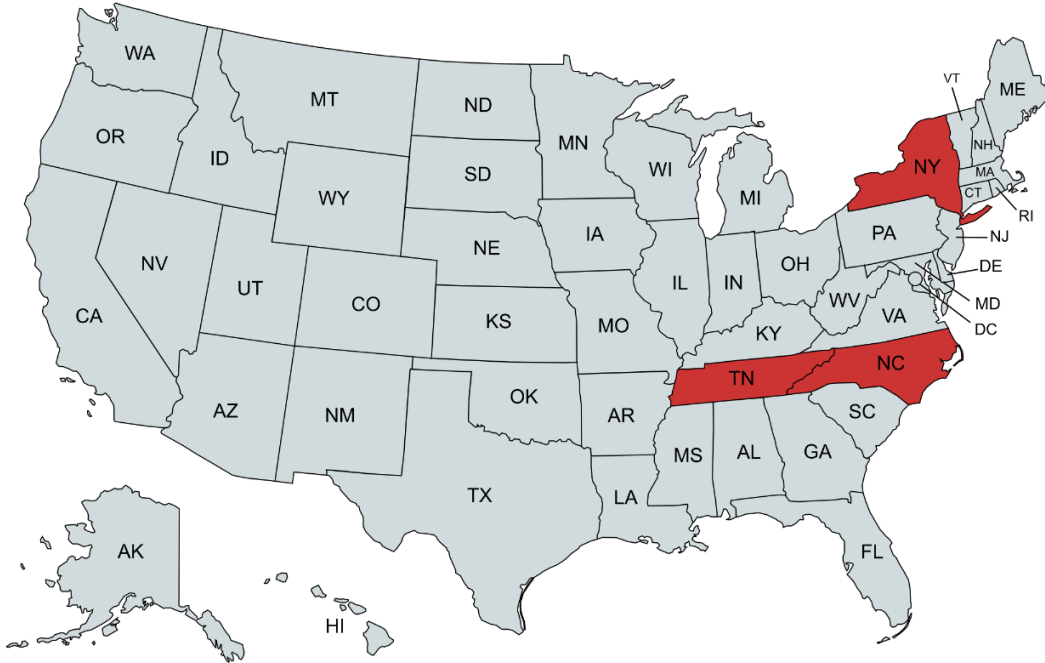
DESIGNATE A NEW TRAINING OFFICER or ORG ADMINISTRATOR

1. Submit a written request on official letterhead and signed by a chief officer or manager to: csapps@vfis.com.
2. The request should include:
 - Your insurer (VFIS or Glatfelter)
 - Name of the designated training officer or Org Administrator
 - Email address for each
 - Phone number for each
 - Name of organization
 - County
 - State
3. We will validate the information and provide training officer permissions to the user for your organization.

SPECIAL PROGRAMS

VFIS is proud to present a special series of programs available to all emergency responders within the following states:

- New York
- Tennessee
- North Carolina



These programs were developed through state-level partnerships and are available to all emergency responders within the state. Many of these programs aim to satisfy regulatory requirements applicable to emergency services personnel.

To enroll in these programs, affiliate with your statewide organization using the “Affiliate with an Organization” instructions in the user guide.

NON-CLIENT ACCESS

If an organization is not insured by Glatfelter/VFIS, limited access to VFIS University may be accessible via a subscription. Rates are prorated during the calendar year. All agreements expire December 31st of each year. Contact VFIS Education, Training & Consulting or Client Risk Solutions for additional information.

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: International Travel Request

- May 31 – June 5, 2026 – Executive Director of AI Initiatives plans to travel to Sydney, Australia to present at EduTech Australia about the College’s AI integration efforts and its partnership with Superhuman, June 3-4, 2026

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Dr. Bruce Fraser, Executive Director of AI Initiatives is speaking at [EduTech Australia](#) about the College’s AI integration efforts and its partnership with Superhuman (June 3-4, 2026).

ALTERNATIVE(S): Not present at EduTech Australia

FISCAL IMPACT: None. Superhuman is paying for the flight and accommodations.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Bruce Fraser / Dr. Michael Hageloh

DATE: 4/3/26


BOARD ACTION:

DATE: 4/28/26

NAVAN


Itinerary for Bruce Fraser
 Edutech Australia
 CLIENT/CUSTOMER_VISIT_OR_EVENT

Sunday, May 31, 2026

 Delta Air Lines DL0462, Departs 5:30 pm
 MCO Orlando > LAX Los Angeles
 Departs 5:30 pm Arrives 8:01 pm

Details:


Airline confirmation: F6C648Terminal: BGate: --Seat: 4DFare class: First (J)Etickets: 0067431127647
 2 hours and 34 minutes Layover at LAX

 Delta Air Lines DL0041, Departs 10:35 pm
 LAX Los Angeles > SYD Sydney
 Departs 10:35 pm Arrives 6:50 am

Details:

Airline confirmation: F6C648Terminal: 3Gate: --Seat: 20AFare class: Premium economy (A)Etickets: 0067431127647


Monday, June 1, 2026

 W Sydney, Check-in after 3:00 pm
 31 Wheat Road, Sydney, NSW, Australia 2000


Details:

Confirmation: 988315014Room type: Superior Studio, Studio, 1 King, Darling Harbour viewDuration: 4 daysPhone: 61-02-9072-0000

Wednesday, June 3, 2026


 Edutech Australia, Starts 9:00 am
 Sydney

Friday, June 5, 2026

 Delta Air Lines DL0040, Departs 9:15 am
 SYD Sydney > LAX Los Angeles
 Departs 9:15 am Arrives 6:05 am


Details:

Airline confirmation: F6C648Terminal: 1Gate: --Seat: 31AFare class: Economy (S)Etickets: 0067431127647
 1 hour and 30 minutes Layover at LAX

 Delta Air Lines DL0482, Departs 7:35 am
 LAX Los Angeles > MCO Orlando
 Departs 7:35 am Arrives 3:22 pm

Details:

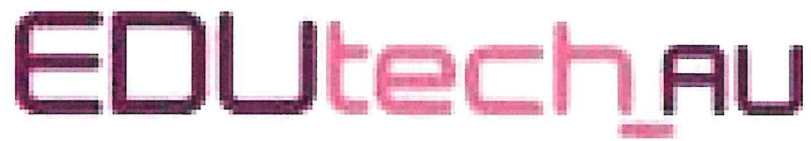
Airline confirmation: F6C648Terminal: 3Gate: --Seat: 10FFare class: Economy (S)Etickets: 0067431127647

 W Sydney, Check-out before 11:00 am
 31 Wheat Road, Sydney, NSW, Australia 2000

Details:

Phone: 61-02-9072-0000

Agenda



❖ Questions about the agenda or speakers? Ask me...



SYDNEY, 3 - 4 JUNE 2026

Schedule

Jun 3

Jun 4

Search Schedule..


TOPICS: -

National Ambassador for Young People's Literature (USA)

Darling Harbour Theatre

Jun 3 11:10

Conference pass

Built to fit: One institution's path to responsible and purposeful AI in higher education 

Keynotes

uce Fraser leads AI initiatives at Indian River State College, where Grammarly has been part of the student success infrastructure for years. In conversation with Jenny Maxwell, Head of Education at Superhuman, he traces that journey to Superhuman Go: what the research validates, what co-development looks like in practice, and what it means to build a technology partnership oriented to your institution's goals rather than a vendor's roadmap.

Audience takeaways:

- How to evaluate AI partnerships on institutional fit and co-development
- What leading AI initiatives at a state college actually requires, from strategy to implementation
- Research data on how AI writing tools are affecting student outcomes at comparable institutions
- How early-adopter institutions are co-developing AI use cases with technology partners
- How to build AI infrastructure that complements and completes what's already in place

Bruce Fraser,
Executive Director of AI Initiatives,
Indian River State College (Florida, USA)

Jenny Maxwell,
Head of Education (GM),
Superhuman

Darling Harbour Theatre

Jun 3 11:30

Conference pass

An education ecosystem vision for 2030

Keynotes

Rose Luckin,
Professor, UCL Knowledge Lab and Founder, Educate Ventures Research,
Educate Ventures Research Limited

Darling Harbour Theatre

Jun 3 12:20

Conference pass

Commonwealth Bank Tech User Workshop

Tech User Workshop

Senior Representative,
Commonwealth Bank Australia

Room E3.3 (Level 3 Exhibition Centre)

Jun 3 12:30

Conference pass

Championing every learner: Leadership strategies for inclusion, innovation and high-potential students


Leadership

Joanne Gray,
Director, High Potential and Gifted Education,
NSW Department of Education

Leadership Theatre

Jun 3 12:30

Conference pass

Let them speak: Voice as the engine of character 

Teaching & Learning

- Empower Student Agency– Learn strategies to help students lead their own character growth.
- Foster Empathy & Connection– Discover ways to guide students in expressing perspectives that build community.
- Strengthen Confidence & Moral Courage– Understand how student voice reinforces integrity and self-belief.
- Promote Reflective, Purposeful Action– Gain tools to help students use their voice to make thoughtful wellbeing choices.

Andrea van den Bol,
Deputy Principal,
Northholm Grammar School

Teaching & Learning Theatre

Jun 3 12:30

Conference pass

Virtual, connected, future-focused: Building world-class STEM from regional NSW

Digi Tech

Ian Preston,
Deputy Principal - NSW Virtual STEM Academy,
NSW Department of Education

Digi Tech Theatre

Jun 3 12:30

Conference pass

CIO panel - Cyber security & data privacy with AI on the rise in schools

Connected Schools

Charlie Sukkar,
CIO,
NSW Department of Education

Elizabeth Wilson,
CIO, Information Management and Technology Services,
Department of Education, Victoria

Graeme Kachel,
Manager: Technology Advisory Service,
Independent Schools NSW (ISNSW)

Connected Schools Theatre

Jun 3 12:30

Conference pass

Panel - The importance of education and training to business

Vocational Futures

Brett Hall,
General Manager – Policy, Research and Projects,
Australian Industry Group Centre for Education and Training

Glenn Fahey,
Chief Policy Officer & Chief Economist,
Australian Retail Council

Moderator:

Nigel Palmer,
Senior Policy Manager, Skills & Education,
Business NSW

Natalie Turmine,
CEO,
Service and Creative Skills Australia (SaCSA)

Jun 3 12:30

Conference pass

Built in, not bolted on - Culturally rich technologies learning using the Australian Curriculum FIRST framework

First Nations

Melanie Hughes,
Curriculum Specialist, Technologies,

Australian Curriculum Assessment and Reporting Authority (ACARA)

Max Lenoy,
Curriculum Specialist - Aboriginal and Torres Strait Islanders Histories and Cultures.
Curriculum,

Australian Curriculum Assessment and Reporting Authority (ACARA)

First Nations Theatre

Jun 3 12:30

Conference pass

Strategic synergy: Aligning the school and technology for transformational impact in education

School Operations

Georgina Liberale,
Director of Information Communication Technology,

Ascham

School Operations

Jun 3 12:30

Conference pass

Cognitive load to learning ease to cognitive velocity



Critical Thinking & Creativity

Too many students are overwhelmed before they've even begun learning. This session explores how educators can reduce cognitive overload, create learning ease to motivation and build rapid expertise through cognitive velocity Blending cognitive science, instructional design, and strength-based education, this is a practical and powerful session for schools.

This session is for -Classroom teachers (Years 3–12, Learning support staff, Curriculum and instructional leaders, School wellbeing and leadership teams

By the end of this session, participants will:

- Understand how to reduce cognitive load and how to design instruction that facilitates learning


- Use learning strength profiles to personalise tasks, increasing student engagement and reducing frustration.
- Apply the concept of Cognitive Velocity to deepen and accelerate students' path from beginner to confident learner.

Dr Andrew Fuller,
Psychologist, Author, Fellow,
University of Melbourne

Critical Thinking & Creativity

Jun 3 12:30

Conference pass

Technology in the early years 

Show & Tell


Ways to engage K - 2 learners through technology with examples of bee bots and indi spheros.

Indiah Halloran,
Digital Technology Teacher,
Tumut Public School

Show & Tell

Jun 3 12:45

Conference pass

Empowering every voice through co-production in school improvement: Leading with the social brain in mind 

ConnectED

BYO own device or use your Smartphone on the day to access padlet

What if every voice in your school community could genuinely shape improvement initiatives? What if collaboration moved beyond tokenistic consultation to become a powerful driver of meaningful change?

This group of 6 round table dialogues invites participants into exploration of co-production as a transformative approach to school improvement planning. Through carefully crafted provocations and peer to peer sharing, participants will deliberate and reflect on key messages from research as they make connections and share their own experiences in designing, developing, creating and implementing a school's annual improvement plan.

We examine how one principal's practice of leading with the social brain in mind transforms stakeholder engagement from silent participation to authentic co-production.

Our case study demonstrates how understanding the social and cognitive complexities of collaboration enables adaptive processes that honour context rather than impose rigid frameworks. This principal's deliberate practice shows how research-informed leadership can empower all stakeholders - from teachers to students to community members - as genuine change-makers within their unique school environment.

Our facilitated dialogue will explore provocations around:

Schools as complex and sophisticated organisations

Social and cognitive complexity of collaboration – what gets derailed in your context and why

Differentiated relationships and cultures grounded in trust

Silo Mentality as a construct of function, knowledge and experience – mechanisms of self-protection from the metaphorical avalanches, hijacking and tsunamis

Determining what is reasonable in the time available – competing tensions and multiplying demands

Creating adaptive pathways that work – for whom, when and how

Each table becomes a microcosm of co-production itself, where participants' diverse experiences illuminate new possibilities. By weaving together this compelling example of social brain-informed leadership with the collective wisdom of educators from across Australian contexts, we'll discover how adaptive practices can fit within each unique setting.

Join fellow educators as we forge connections that acknowledge the true nature of collaborative work while harnessing its potential to drive meaningful change across Australian schools.

Moderator:

Dr Joanne Casey,

Lecturer Curriculum and Pedagogy, School of Education and Tertiary Access,

University of the Sunshine Coast

Moderator:

Victoria Anstey,

Principal,

Peregian Springs State School

ConnectED

Jun 3 12:45

Conference pass

BTN High (ABC): A free teaching resource integrating news, current affairs and topics into your classroom!

Show & Tell

Jack Evans (Gomerioi/Gamillaroi),

Reporter,

Australian Broadcasting Corporation

Show & Tell Theatre

Jun 3 13:10

Conference pass

Lenovo Presentation

Leadership

Senior Representative,

Lenovo

Leadership Theatre

Jun 3 13:10

Conference pass

VEX Robotics Presentation

Digi Tech

Senior Representative,

VEX Robotics

Digi Tech Theatre

Jun 3 13:10

Conference pass

Wonde Presentation

Connected Schools

Senior Representative,

Wonde

Connected Schools Theatre

Jun 3 13:10

Conference pass

Transformation at scale: Leading AI change in higher education



The Evolving University

onda Gibson is the Chief Transformation Officer at Texas A&M University System. In conversation with Jenny Maxwell, Head of Education at Superhuman, she discusses what AI transformation actually demands at scale: how Texas A&M has built deliberately on its Grammarly foundation, what faculty activation and change management require across a large and complex institution, and why Superhuman Go is the next step in a strategy that puts institutional fit first.

Audience takeaways:

- What AI transformation actually demands at the system level, beyond policy and announcements
- Practical approaches to faculty engagement and change management when scaling AI across a large institution
- How to structure AI adoption as a phased, deliberate strategy
- What co-development with a technology partner looks like in practice
- How one of the largest university systems in the US is approaching the next phase of its AI strategy

Jenny Maxwell,

Head of Education (GM),

Superhuman

Shonda Gibson,

Chief Transformation Officer and Senior Associate Vice Chancellor for Academic Affairs,

Texas A&M University System (Texas, USA)

The Evolving University Theatre

Jun 3 13:10

Conference pass

PANEL - Guiding with care: Teachers, AI & cultural bias

First Nations

Moderator:

Lesley Woodhouse (Boorooberonal Dharug),

CEO,

Wingaru Education

Ben Bowen (Wiradjuri),

CEO,

Indigenous Literacy Foundation

Aunty Leanne King,

Dharug Elder, Boorooberongal Dharug Woman Teacher, Mentor, Dharug Language Speaker and Wollombi Aboriginal Cultural Experiences,

Wingaru Education

Blake Sloan (Gumbaynggirr and Gomeroi/Gamilaraay),

Adjunct Lecturer, Social Impact,

UTS

First Nations Theatre

Jun 3 13:10

Conference pass

Employee compliance in schools



School Operations

Step inside one of the most practical and relevant sessions at EDUtech built for those responsible for compliance, risk and workforce management in schools.

In one session, you'll get:

- Live Demo: See how Martian Logic brings checks, training and policies into one unified compliance system
- Real School Insights: How leading schools are managing increasing compliance pressure today
- Awards Compliance: What's changing (and where schools are getting caught out) from a leading Payroll CEO

- AI & Policy: What every school must have in place for AI use at work, from a leading Australian privacy lawyer

This is a rare opportunity to hear directly from operators and experts solving these challenges in real time not theory, not sales pitches.

If you manage HR, operations, payroll or compliance in a school, this session is built for you.

Bree Butas,
People and Culture Manager,
Trinity Grammar School, Kew VIC

Mandy Rice,
People and Culture Manager,
The Southport School

Greg Mcmanus,
Director,
Payroll Metrics

Reece Corbett-Wilkins,
Chief Strategy Officer,
Atmos

Moderator:
Anwar Khalil,
CEO & Founder,
Martian logic

School Operations

Jun 3 13:30

Conference pass

TechFest: How students took the lead in innovation
Show & Tell



Exploring the power of student-led projects to reimagine teaching and learning.

Dr Nattalia Godbold,
Research lead,
The Lakes College

Eimear Greaney,
Head of Faculty,
The Lakes College

Show & Tell

Jun 3 13:30

Conference pass

Design matters – enhance your Canvas environment



Tech User Workshop

This is a free, hands-on workshop hosted by Cidilabs. The session is designed to help educators and learning designers improve the usability, structure, and effectiveness of their Canvas LMS environments.

Senior Representative,
Cidi Labs

Room E3.3 (Level 3 Exhibition Centre)

Jun 3 13:40

Conference pass

Fostering student leadership, agency and voice

Leadership

Tim Lloyd,
Principal,
Plumpton High School

Leadership Theatre

Jun 3 13:40

Conference pass

Back to basics with inclusion: Building social foundation and emotional regulation skills in schools

Teaching & Learning

Verity Harvey,
Primary Learning Enhancement Teacher,
Immanuel Lutheran College

Teaching & Learning Theatre

Jun 3 13:40

Conference pass

Generative minds: Exploring AI as a powerful idea amplifier in supporting student reach their creative potential

Digi Tech

Kerry Daud,
Head of Faculty - Digital Innovation and Design,
St Margaret's Anglican Girls School

Digi Tech Theatre

Jun 3 13:40

Conference pass

GenAI scaled deployment: What worked, what didn't, and what's next

Connected Schools

Leigh Williams,
Education and Digital Excellence Executive,
Brisbane Catholic Education

Connected Schools Theatre

Jun 3 13:40

Conference pass

Panel – The big disconnect: How data and design can rebuild the student experience

The Evolving University

Ian Li,
Director of Research and Policy,
Australian Centre for Student Equity and Success - ACSES

Moderator:

Rachel Fitzgerald,
Deputy Associate Dean (Academic),
University of Queensland

Dr Geri Harris,
Business Undergraduate Programme Director,
Auckland University of Technology (AUT)

Mitchell Fahy,
Student,
UNSW

Lynn Gribble,
Associate Professor,
UNSW

The Evolving University Theatre

Jun 3 13:40

Conference pass

Critical thinking as the essential future literacy

Vocational Futures

Meena Jha,
Head Technology and Pedagogy Cluster, CML-NET,
CQUniversity Sydney

Vocational Futures Theatre

Jun 3 13:40

Conference pass

The smart campus in practice: Lessons from SIT's campus as a living lab

Digital Campuses

Prof Steven Wong,
Director, Centre for Digital Enablement (CoDE),
Singapore Institute of Technology

Digital Campuses Theatre

Jun 3 13:40

Conference pass

Building a culture of critical and creative thinking

Critical Thinking & Creativity

Alice Vigors,
Principal,
NSW Department of Education

Critical Thinking & Creativity

Jun 3 13:45

Conference pass

Unlocking potential: Leveraging AI to support coaching practices for teachers in primary schools

Show & Tell

James Cutler,
Classroom Teacher / Leader of Technology,
St Ambrose Pottsville

Show & Tell

Jun 3 14:00

Conference pass

Connecting classrooms and culture: Practical tools to embed Aboriginal perspectives with Wingaru Kids

First Nations

Bek Niukapu,

School Success Manager,
Wingaru Education

First Nations Theatre

Jun 3 14:00

Conference pass

Technology integration in primary school

ConnectED

Lesley Gough,
Associate Lecturer,
Western Sydney University

Grant Jones,
Associate Lecturer, Work Integrated Learning,
Western Sydney University

Dr Dharshani Chandrasekara,
User Experience Researcher,
Australian Council for Educational Research (ACER)

Ronnelle Sanders,
Lead Teacher and EAL/D Coordinator, K-6,
St John's Anglican College

Deb Wilson,
Kindergarten Coordinator,
St John's Anglican College

Kerrie Quee,
Academic and Professional Experience Senior Advisor; DoE EAL/D Education Leader K-12,
NSW Department of Education,
Western Sydney University

Ben Witheford,
Principal,
Shotover Primary School

ConnectED

Jun 3 14:00

Conference pass

Solar Island – a Stage 3 renewable energy, electricity, and civics project

Show & Tell

Andrew Draper,
Senior School Science & Technology Teacher Head of STEM Programs,
Queenwood School

Anabella Gray,
Senior School Design and Technology Teacher,

Queenwood School for Girls

Show & Tell

Jun 3 14:15

Conference pass

Elite Instruction – an explicit teaching professional learning model

Show & Tell

Jessy Shelley,
Assistant Principal Curriculum and Instruction,
Berry Public School

Show & Tell

Jun 3 14:20

Conference pass

Telling the story of your impact

Leadership

Selena Fisk,
School data coach and consultant,
Selena Fisk

Leadership Theatre

Jun 3 14:20

Conference pass

Kahoot! Presentation

Teaching & Learning

Senior Representative,
Kahoot!

Teaching & Learning Theatre

Jun 3 14:20

Conference pass

Using esports for engagement

Digi Tech

Callum Simmons,
Digital Technologies & HPE Teacher,

Digi Tech Theatre

Jun 3 14:20

Conference pass

Delivering a school management system – learnings and outcomes

Connected Schools

Andrew Ashby,
ICT Project Manager,
Cranbrook School

Connected Schools Theatre

Jun 3 14:20

Conference pass

Workplace readiness: Equipping students with soft skills and digital literacy

The Evolving University

Dr Geri Harris,
Business Undergraduate Programme Director,
Auckland University of Technology (AUT)

The Evolving University Theatre

Jun 3 14:20

Conference pass

Empowering every classroom: GenAI for hybrid, blended, and face-to-face teaching

Vocational Futures

Jules Taylor,
Instructional Designer & Author,
Taylor consulting

Vocational Futures Theatre

Jun 3 14:20

Conference pass

Literacy vs fluency vs leadership with AI – empowering leaders to make good decisions

Digital Campuses

Jim Cook,
Manager - Digital Innovation,

The University of Sydney

Digital Campuses Theatre

Jun 3 14:20

Conference pass

Future-proofing school risk strategies

School Operations

Renaye Ansell,
Policy and Compliance Manager,
Presbyterian & Methodist Schools Association (PMSA)

School Operations

Jun 3 14:20

Conference pass

Critical thinking as the essential future literacy

Critical Thinking & Creativity

Holly Payne,
Deputy Principal of Learning and Teaching,
Queen Margaret College, NZ

Critical Thinking & Creativity

Jun 3 14:30

Conference pass

From idea to interactive: Designing digital tools for your classroom

Show & Tell

James Jenkins,
Head of AI and Digital Transformation,
Canterbury College

Show & Tell

Jun 3 14:40

Conference pass

Allyship in action: Embedding Indigenous perspectives in K–6 learning

First Nations

Aunty Maxine Ryan,

Dharawal Elder

Bryce Ostini,
Junior School Teacher,
Ascham

First Nations Theatre

Jun 3 14:45

Conference pass

Making esports your own

Show & Tell

Dr Bron Stuckey,
Director,
Innovative Educational Ideas

Show & Tell

Jun 3 14:50

Conference pass

Teaching for curiosity and thinking in the age of AI

Teaching & Learning

Carmel McGee,
Advanced Skills Teacher,
Riverside Primary School

Teaching & Learning Theatre

Jun 3 15:00

Conference pass

AI in schools: What leaders are adjusting after the first wave



Leadership

Examples of how schools are revisiting or updating their initial AI guidance and policies

Practical insights into how teachers and leaders are adapting assessment approaches as AI becomes more common in classrooms

Lessons schools have learned from the first few years of AI use in teaching and learning

Farrah King,
Global Growth Product Marketing Manager,
Canvas by Instructure

Leadership Theatre

Jun 3 15:00

Conference pass

From consumers to creators: Launching a podcaster program in your school



Digi Tech

3-5 key takeaways for attendees

- From Consumers to Creators: Shift students from passive screen time to active production by building a professional-grade "Podcaster Program" in any school.
- A Proven Framework: Learn how Gulgong Public School integrated podcasting and 3D printing to lead national conversations, regardless of their regional location.
- Authentic Student Agency: Discover how real-world storytelling and influencer engagement build student confidence, literacy, and technical fluency.
- The 3D-Podcast Ecosystem: See how physical creation (Bambu 3D printing) and digital media (videocasting) work together to support deep, multi-modal learning.
- Scalable Tech Integration: Get a practical roadmap to implement high-impact tech programs that align with the curriculum and future-skills development.

Balaji Kurappiah,
STEM Coordinator / Lead Educator,
Gulgong Public School

Digi Tech Theatre

Jun 3 15:00

Conference pass

HPE Aruba Networking Presentation

Connected Schools

Senior Representative,
HPE Networking

Connected Schools Theatre

Jun 3 15:10

Conference pass

Excellence through esports



Teaching & Learning

Scholastic esports can be as legitimate and valuable as traditional sports when delivered with clear structure and purpose

Well-designed esports programs support student wellbeing, increase engagement and strengthen school connection

Esports fosters important character traits like teamwork, resilience, leadership and responsibility

A successful esports program needs strategic planning, educational alignment, and strong industry partnerships

Esports can play a key role in modern schooling, shaping school culture, boosting retention and supporting future-ready skills

Brett Duncan,
Teacher/ Esports Program Manager,
Yarra Valley Grammar

Teaching & Learning Theatre

Jun 3 15:15

Conference pass

Designing assessment in the age of AI: Rethinking authenticity, integrity and learning 

ConnectED

This ConnectED round-table session will support educators to step beyond headline conversations about AI and move into practical, peer-informed approaches to assessment design in AI-enabled learning environments.

Participants will engage in a facilitated, solutions-focused discussion centred on questions such as:

- What good assessment looks like when generative AI is readily available
- How to design assessments that privilege thinking, process, and judgement over production
- Where AI creates risk — and where it creates opportunity — in assessment practice

Through shared examples, challenges, and strategies, attendees will:

- Exchange current approaches being trialled across schools, RTOs and tertiary settings
- Surface common tensions around academic integrity, workload, equity, and policy
- Co-design practical assessment ideas that are authentic, defensible, and transferable
- Build confidence in using AI-aware assessment practices that support learning rather than simply policing technology use


The session will be conversational and participant-led, reflecting the unconference model. Attendees will leave with practical strategies, reflective questions, and design principles they can apply immediately within their own classroom, team, or institution.

Chaitali Samani,
Project Manager – AI Strategy,
Institute of Applied Technology

ConnectED

Jun 3 15:15

Conference pass

Cybersecurity in action: Engaging K–12 tools that bring digital safety to life 

Show & Tell

This interactive show-and-tell session highlights engaging K–12 cybersecurity resources that make digital safety and cyber skills accessible and age-appropriate. Participants will explore practical tools, games, and hands-on activities that bring cybersecurity concepts to life in the classroom. I will also share key learnings from the 2025 NICE K–12 Cybersecurity Education Conference (USA) and how these insights can be applied in Australian schools.

Faraz Khan,
Teacher (Cybersecurity),
Victoria University

Show & Tell

Jun 3 15:20

Conference pass

Sharing the cultural load: Building collective responsibility in education

First Nations

Brielle Nielsen,
Cabrogal Dharug Woman and Teacher,
Wingaru Education

First Nations Theatre

Jun 3 15:25

Conference pass

From classroom to world stage: Inspiring upper primary students through robotics

Digi Tech

Sandy Neisler,
Robotics Teacher,
Peregian Springs State School

Digi Tech Theatre

Jun 3 15:30

Conference pass

Academic intelligence in action: From student data to teaching decisions (with responsible AI)

Teaching & Learning

Carl Hogan,
Product Manager,
FACTS a Nelnet Company

Teaching & Learning Theatre

Jun 3 15:30

Conference pass

Together, sideways, and down: What happens when educators lead AI across education 

Connected Schools

Trust is becoming a clear enabler and barrier to educators, students, and institutions engaging with generative AI. Do we trust that the AI tools used in education will be pedagogically meaningful? Can teachers trust that students will benefit from their use? How do we trust that edtech designers and providers are driven by the interests of educators and students? In this session, we will explore a cross-sector collaboration between the Catholic Education Network of Australia and the University of Sydney driven by a shared belief that teachers should be drivers, not passengers, in the AI journey. We will discuss the ups and downs of working across sectors on a common AI platform that now reaches over 300 institutions and 150,000 students, and the lessons learnt around breaking barriers, bringing educators on board, and shared values.

Prem Radhakrishnan,
Manager - AI Services,
Catholic Education Network (CENet)

Danny Liu,
Professor of Educational Technologies,
The University of Sydney

Connected Schools Theatre

Jun 3 15:30

Conference pass

AI Inherent Risk Scale (AIIRS)

The Evolving University

Assoc. Prof Mark Bassett,
Co-Director, Academic Quality, Standards and Integrity & Academic Lead (Artificial Intelligence),
Charles Sturt University

The Evolving University Theatre

Jun 3 15:30

Conference pass

Building trust in digital credentials: Quality, confidence and recognition in vocational learning

Vocational Futures

Wendy Palmer,
Director,
Lifelong Learning Practice

Vocational Futures Theatre

Jun 3 15:30

Conference pass

Third-party cyber risk essentials: The dos and don'ts

Digital Campuses

Do's and don'ts at each stage of the third-party management lifecycle

Contractual safeguards and governance essentials

Common third-party risk management mistakes and how to avoid them

Risk-tiered assessment frameworks for resource-constrained teams

Essential vendor vetting practices

Eddie Kobak,
Third Party Cyber Risk Manager,
Monash University

Digital Campuses Theatre

Jun 3 15:30

Conference pass

Protecting schools from aggressive parents

School Operations

Megan Kavanagh,
Partner - Employment & Safety,
Colin Biggers & Paisley Lawyers

School Operations

Jun 3 15:30

Conference pass

A real-world case study in student engagement: What happens when students design the school

Critical Thinking & Creativity

Emma Wilson,
Director of Middle School,
Living School

Critical Thinking & Creativity

Jun 3 15:30

Conference pass

Introduction to CWAA & the free resources for teachers showcase

Show & Tell

Host:

Nick Rose,

Founder and Chair,

CWAA (Curriculum Writers Association Australia)

Show & Tell

Jun 3 15:45

Conference pass

VIBES - Valuable insights for better exam success



Show & Tell

Part of the free resources for teachers showcase

Ben Lawless,

Developmental Assessment Consultant,

Lawless Learning

Show & Tell Theatre

Jun 3 16:00

Conference pass

STEM - expanding the acronym

Teaching & Learning

Chris Duker,

STEM Teacher,

Marrickville Public School

Teaching & Learning Theatre

Jun 3 16:00

Conference pass

Measuring what matters: Embedding First Nations perspectives in government-supported national formative assessment

First Nations

Todd Nelson (Dunghutti/Yuin),
Education Manager,

Ninti One

First Nations Theatre

Jun 3 16:00

Conference pass

AI ethics that doesn't bore learners to death

Show & Tell

Part of the free resources for teachers showcase

Dr Nick Jackson,
Leader, Digital Technologies,
Scotch College Senior School

Show & Tell Theatre

Jun 3 16:10

Conference pass

Leading the change: Building a shared commitment to Aboriginal education across your school

Leadership

Aaron Johnston,
Deputy Principal & Co-Host Teacher Take Away Podcast,
Telarah Public School

Lesley Woodhouse (Boorooberonal Dharug),
CEO,
Wingar Education

Leadership Theatre

Jun 3 16:10

Conference pass

From little things big things grow: Building inclusive and sustainable esports programs in schools

Digi Tech

Jason Lane,

Digi Tech Theatre

Jun 3 16:10

Conference pass

What 58,000 users taught us: Lessons from Australia's only national AI platform for students and staff 

Connected Schools

In October 2024, CEnet launched cechat — a purpose-built AI platform for Catholic education. Seventeen months later, it is Australia's only national AI project that places students and staff side by side on the same platform, at scale. Embedded within 370 institutions, with 2500+ purpose-built agents, and 118,000+ conversations logged, the data set is rich and the lessons are real.

This session shares what worked, what surprised us, and what we'd do differently. It features a short walk through of the hard-won insights from designing, deploying, and governing AI across organisations spanning metropolitan, regional, and remote communities in Australia. Key lessons explored include: why curriculum alignment determines whether AI tools get used; why hierarchical governance (HQ → diocese → school → classroom) was non-negotiable for earning trust with parents and regulators; what happens when students actually use AI in a walled garden with real-time content flagging and escalation pathways; and why the platform that wins isn't always the most complex, it's the one educators trust enough to put in front of children.

This is not a product pitch. It's a frank account of building the only national AI platform where a Year 5 student practising narrative writing and a principal assessing excursion risk are on the same system, governed by the same framework, and supported by the same architecture.

Prem Radhakrishnan,
Manager - AI Services,
Catholic Education Network (CEnet)

Connected Schools Theatre

Jun 3 16:10

Conference pass

Scaling AI innovation and literacy: Lessons from Oxford's AI Competency Centre

The Evolving University

Kelly Webb-Davies,
Lead Education AI Consultant,
University of Oxford

The Evolving University Theatre

Jun 3 16:10

Conference pass

Beyond awareness: What actually works in professional development for generative AI in higher education and VET

Vocational Futures

Paul Oliveri,
Senior Educational Developer, Learning and Teaching Futures,
CQUniversity Australia

Vocational Futures Theatre

Jun 3 16:10

Conference pass

Panel - Tertiary harmonisation - where is it going, what are the benefits to VET?

Vocational Futures

Kerryn Meredith-Sotiris,
Executive Director, Course Development and Quality,
TAFE NSW

Vocational Futures Theatre

Jun 3 16:10

Conference pass

Future-proofing smart buildings: Adapting to technological advancements and evolving user needs

Digital Campuses

Pete Swanson,
Digital Technology Lead,
Mott MacDonald

Digital Campuses Theatre

Jun 3 16:10

Conference pass

AI and copyright: Issues for schools

School Operations

Delia Browne,
Director,
National Copyright Unit

School Operations

Jun 3 16:10

Conference pass

AI in the primary classroom – maths, reading and writing

Critical Thinking & Creativity

Ben Witheford,

Principal,

Shotover Primary School

Critical Thinking & Creativity

Jun 3 16:15

Conference pass

ForestLearning resources

Show & Tell

Part of the free resources for teachers showcase

Beth Welden,

ForestLearning Program Manager,

ForestLearning FWPA

Show & Tell Theatre

Jun 3 16:30

Conference pass

30 Tech Tools in 30 Minutes

Teaching & Learning

Practical ideas you can use tomorrow
Exposure to a broad toolkit, not just the usual suspects
Strategies to match tools with teaching goals
Confidence to experiment without being overwhelmed
A curated shortlist to explore further

Craig Nicholls,

Head of Digital Learning,

Lauriston Girls' School

Teaching & Learning Theatre

Jun 3 16:30

Conference pass

Press start on net zero: Minecraft, climate action and children's rights

Digi Tech

imate education is essential as schools prepare students to understand and contribute to the transition to Net Zero. Eco Detectives Unite – The Race to Zero, launching during EdTech Week, shows how Minecraft Education can transform climate and sustainability concepts into immersive, student-driven learning experiences.

In this session, the NSW Department of Education STEM Enrichment team explores the strategic importance of Net Zero education and demonstrates how game-based learning supports systems thinking, collaboration and real-world problem solving. Participants will experience a guided tour of the Minecraft world, followed by insights from UNICEF Australia, linking climate learning to children's rights and global citizenship.

Audience takeaways

- Early access to Eco Detectives Unite – The Race to Zero in Minecraft Education, with a guided overview of how the world works and how it can be implemented in classrooms.
- Ready-to-use classroom resources that teachers can download and use immediately, including lesson ideas, curriculum links and student activities.
- Practical strategies for teaching Net Zero and sustainability, using immersive game-based learning to develop systems thinking, collaboration and problem-solving.
- Connections to global citizenship and children's rights, with ideas for empowering students to take action on climate challenges in their schools and communities.

Kelly Pfeiffer,
STEM Enrichment Advisor,
NSW Department of Education

Scott Sleaf,
STEM Enrichment Coordinator,
NSW Department of Education

Ruzika Soldo,
Head of Impact & Engagement,
UNICEF Australia

Digi Tech Theatre

Jun 3 16:30

Conference pass

Nyangatjatjara College Presentation
First Nations

Paul Unsworth,
CEO & Principal - Nyangatjatjara College,
Nyangatjatjara Aboriginal Corporation

First Nations Theatre

Jun 3 16:40

Conference pass

Civica Presentation

Leadership

Moderator:

Julie Morton,
Senior Enterprise Account Director,
Civica

Leadership Theatre

Jun 3 16:40

Conference pass

Simplifying payment complexity in higher education

The Evolving University

Moderator:

Alan Smith,
Director,
xetta

The Evolving University Theatre

Jun 3 16:40

Conference pass

Panel – Cyber security: How do criminals think

Vocational Futures

Host:

Senior Representative,
EQC Institute

Vocational Futures Theatre

Jun 3 16:40

Conference pass

How the education sector can unlock the power of used devices to support students
experiencing disadvantage

Digital Campuses

Anton Rainer-Smith,
Technology Partnerships Manager,
The Smith Family

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NAVAN


Itinerary for Bruce Fraser
 Edutech Australia
 CLIENT/CUSTOMER_VISIT_OR_EVENT

Sunday, May 31, 2026

 Delta Air Lines DL0462, Departs 5:30 pm
 MCO Orlando > LAX Los Angeles
 Departs 5:30 pm Arrives 8:01 pm

Details:


Airline confirmation: F6C648Terminal: BGate: --Seat: 4DFare class: First (J)Etickets: 0067431127647
 2 hours and 34 minutes Layover at LAX

 Delta Air Lines DL0041, Departs 10:35 pm
 LAX Los Angeles > SYD Sydney
 Departs 10:35 pm Arrives 6:50 am

Details:

Airline confirmation: F6C648Terminal: 3Gate: --Seat: 20AFare class: Premium economy (A)Etickets: 0067431127647


Monday, June 1, 2026

 W Sydney, Check-in after 3:00 pm
 31 Wheat Road, Sydney, NSW, Australia 2000


Details:

Confirmation: 988315014Room type: Superior Studio, Studio, 1 King, Darling Harbour viewDuration: 4 daysPhone: 61-02-9072-0000

Wednesday, June 3, 2026


 Edutech Australia, Starts 9:00 am
 Sydney

Friday, June 5, 2026

 Delta Air Lines DL0040, Departs 9:15 am
 SYD Sydney > LAX Los Angeles
 Departs 9:15 am Arrives 6:05 am


Details:

Airline confirmation: F6C648Terminal: 1Gate: --Seat: 31AFare class: Economy (S)Etickets: 0067431127647
 1 hour and 30 minutes Layover at LAX

 Delta Air Lines DL0482, Departs 7:35 am
 LAX Los Angeles > MCO Orlando
 Departs 7:35 am Arrives 3:22 pm

Details:

Airline confirmation: F6C648Terminal: 3Gate: --Seat: 10FFare class: Economy (S)Etickets: 0067431127647

 W Sydney, Check-out before 11:00 am
 31 Wheat Road, Sydney, NSW, Australia 2000

Details:



TOPIC: Memorandum of Understanding with the Coalition for Independent Living Options, Inc.

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Approval of the proposed Memorandum of Understanding (MOUs) is requested to formalize strategic partnerships that support student mental health education, support, and student wellness initiatives, which are essential to student success, persistence, and degree completion. These MOUs expand the College’s capacity to address increasing student mental health needs through clearly defined roles, compliance safeguards, and fiscal accountability, while aligning with institutional priorities related to safety, and holistic student development. Board of Trustees approval ensures appropriate governance oversight of agreements that materially impact students and advance the College’s mission and strategic goals.

Organizations: Coalition for Independent Living Options, Inc.

ALTERNATIVE(S): Not formalizing partnership to support student mental health education, support and student wellness initiatives.

MOU TERMS:

1. **Term:** 12/12/25 – 12/31/28
2. **Fiscal Impact:** Based on \$40,000 grant funding
3. **Termination Terms:** Lack of Grant Funding

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Floralba Arbelo Marrero

DATE: 4/3/26

BOARD ACTION:

DATE: 4/28/26

02/20/2026

To Coalition for Independent Living Options:

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) effective as of the last date signed below is made and entered into by and between The Board of Trustees of Indian River State College, 3209 Virginia Avenue, Fort Pierce, Florida, 34981 (“College”), and the Coalition for Independent Living Options, Inc., a Florida Not For Profit Corporation, with its principal address at 4400 N Congress Ave., Ste 201, West Palm Beach, FL 33407 (hereinafter referred to as the “Subrecipient” or “CILO”).

WHEREAS, the College and is the recipient of a Stop Abuse and Violence Everywhere (“SAVE”) grant (“Grant”).

WHEREAS, the College has issued a subaward under the Grant to Subrecipient for performance of services as set forth herein and in the FDP Cost Reimbursement Subaward and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided.

1) Description of CILO

Agency Name: The Coalition for Independent Living Options, Inc. [CILO] (Non-Profit Center for Independent Living)

Role: Victim Service Advocate

Coalition for Independent Living Options, Inc. [CILO] (Non-Profit Center for Independent Living) is a civil rights advocacy organization with a nationally recognized program specializing in serving the unique needs of crime victims with disabilities in Palm Beach, Martin, St Lucie, Okeechobee, and Indian River counties. Services include:

- Providing accompaniment and facilitation of interviews, meetings, medical appointments, and court hearings;
- Assistance with filing State Crime Victim Compensation applications;
- Providing information about Victim Rights;
- Assistance in obtaining restraining orders;
-
- Peer support and counseling;
- Information and referral to community resources, including legal, safe shelter, and sexual assault programs;
- Advocacy for disability assistance needs through the criminal justice process; and



Indian River State College

Providing technical assistance for community service providers to best serve individuals with disabilities.

Through the agency, CILO also offers assistance with public benefit applications, transportation, housing, healthcare, education, voter access, and social security income. CILO is Certified for Excellence in Nonprofit Management. Professional training and community presentations are also provided by staff year-round. Several management staff currently, or have in the past, chaired local and state coalitions, including the Domestic Violence Council, the Domestic Violence Coordinated Community Response team, Victims' Rights Coalition, Human Trafficking Coalition, Domestic Violence Fatality Review Team, Florida Child Forensic Interviewing Task Force, and Florida Network of Victim Witness Services.

CILO has provided various presentations including Disability Sensitivity, Sexual Behaviors of People with Disabilities, Serving Crime Victims with Disabilities, Domestic Violence & Disabilities, Statutes; A Guided Tour of Our Most Confusing Laws-Victims with Disabilities Edition, Safety Planning for Domestic Violence Survivors with Disabilities, Stalking Awareness, Sexual Assault & Disabilities, Healthy Relationships; A Guide to Safely Dating for Survivors with Disabilities, and First Response to Crime Victims with Disabilities. These various trainings included the production of a law enforcement quick reference statute card for crimes against people with disabilities to increase the use of statutes law enforcement may not normally charge but may be applicable to the crime incident such as increasing crimes from misdemeanor to felony in domestic violence cases where a pre-existing disability or acquired disability exists. Furthermore, CILO created a best practice guide to assist law enforcement on responding to crime victims with disabilities which provides a roadmap to officers interacting, interviewing, and investigating cases involving crime survivors with disabilities.

Program staff includes a Chief Program Officer, a 20-year CILO employee that has worked 17 years in the victim assistance program serving the needs of people with disabilities. The senior crime victim advocate has been with CILO for 8 years. She also worked with survivors as a paralegal for VAWA, U-visas, T-visas, Special Immigrant visas, and asylum. She also spent time as a bilingual shelter advocate for the local domestic violence shelter. Two additional victim advocates have been with CILO over 5 years and have victim advocacy experience with the state attorney's office and in the dependency system. It should be noted that 5 out of CILO's 6 victim assistance program staff have received Advocate of the Year Awards, 1 has received the State Level Victim Services Award from the Attorney General's Office, and the Program has received the National FBI Community Leadership Award for Innovative Approaches to Serving Crime Victims with Disabilities. Dan Shorter is the CEO.

II History of Relationship

The partnership between the College and CILO began in 2024, in recognition of the need for expert, community-based support for student survivors of sexual assault, dating violence, and stalking. This collaboration has ensured that students have access to advocacy services, case management, community resources, and education beyond what the College could provide internally. This collaboration was built on an existing professional relationship between the College Project Director and CILO staff, who had previously worked together on individual cases requiring specialized advocacy and counseling services.

Since the partnership's inception, it has expanded through direct integration with the College's Coordinated Community Response Team (CCRT). This has strengthened referral pathways, streamlined response protocols, and increased joint training opportunities for faculty, staff, and student leaders. Training efforts have also expanded to include relevant, trauma-informed approaches for faculty, staff, and student leaders to ensure responsiveness to the norms,



languages, and lived experiences. All original partners remain engaged, and no agencies have withdrawn from participation.

Critical and Long-Term Goals:

The collaborative partners commit to the following shared goals to support survivors of sexual assault, domestic violence, and stalking to strengthen campuses and community response. Together, the parties can ensure all student survivors of sexual assault have immediate and confidential access to professional support, to the extent confidentiality is consistent with applicable law. Provide campus-wide knowledge of victim rights and services, as well as reducing obstacles to reporting by building trust in confidential advocacy. Long-term and critical goals are to sustain and strengthen the coordinated response framework; expand prevention education and bystander intervention programs; and ensure competent services for all students.

III) Development of Application

The application was developed in response to increased reports of dating violence and stalking, along with a decline in student engagement with prevention efforts during the 2023–2024 academic year. These trends highlighted a gap in survivor support, relevant outreach, and campus engagement. Indian River State College (IRSC) recognized the need to strengthen its Coordinated Community Response and expand access to specialized, community-based victim services.

In assessing potential partners, the College identified CILO as one of the first community agencies to join the mission of enhancing campus safety and survivor services under the OVW grant framework. The College and CILO's recent collaborative work enforces supporting individual student cases through trauma-informed advocacy, providing valuable insight into service gaps, obstacles, and specific needs.

Extent of Participation in Developing the Application

The application was developed jointly, with the College taking the lead on data analysis, needs assessment, and alignment with the campus strategic plan. While CILO contributed expertise in victim advocacy, disability services, and specific outreach. Both partners participated in drafting sections related to survivor services, training, and prevention education, ensuring that the proposed activities reflect a shared vision and clearly defined roles.

Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

Objectives:

- Educate students, faculty, and staff on recognizing and preventing interpersonal violence.
- Increase access to advocacy, crisis response, and support services for survivors.
- Ensure a coordinated community response involving campus and local resources.
- Promote bystander intervention and healthy relationship education throughout the campus.

Coalition of Independent Living Options Role & Responsibility

Under this MOU, CILO will provide subject-matter expertise on campus-based violence as it relates to students with domestic violence, dating violence, sexual assault, and stalking. To this end, CILO will:

- Develop and Facilitate Training to faculty, campus safety, and the Coordinated Community Response Team.
- Collaborate with the CCRT to design and implement training workshops for faculty, staff, and students on recognizing, assessing, and responding appropriately to potential student victims of the four crimes listed above.
- Produce and distribute informational materials outlining available community legal resources, victim services, and other resources that are appropriate in response to student domestic violence, dating violence, sexual assault, and stalking.
- Community Liaison Role – Strengthen linkages between College and community-based legal and advocacy services.
- Coordinate with Student Life to plan, promote, and implement SAVE Grant-sponsored events on campus that raise awareness, provide resources, and engage students in prevention efforts.
- Establish a mandatory prevention and education program about domestic violence, dating violence, sexual assault and stalking on campus for all students on campus grounded in specific approaches to include the institution's Hispanic population.
- Work with students that have been identified as victim and provided case management services, as requested by the College, including accepting referrals from the College.
- Review campus policies and procedures to integrate trauma-informed care knowledge into policies and practices.
- Review and strengthen campus reporting policies on domestic violence, dating violence, and stalking.
- Analyze data on reported incidents, service utilization, and program outcomes to identify areas for improvement.
- Ensure compliance with Title IX, Clery Act, SAVE Grant guidelines, and the FDP Cost Reimbursement Subaward entered into by the parties.
- Consistent with HIPAA, provide reporting to the College regarding number and demographics of students served and provide the College any reporting required to comply with or participate in Title IX, student code of conduct, or associated reviews at the College.

Indian River State College Role & Responsibilities

The College agrees to:



Indian River State College

• Arrange appropriate, confidential meeting space for advocacy services on each campus.

- Facilitate Collaboration – Ensure CILO’s active participation in CCRT meetings, case discussions, and planning activities related to violence prevention and response.
- Encourage student participation through outreach and campus communications.
- Provide feedback on programming and identify areas for continued support.
- Ensure compliance with Title IX, Clery Act, and SAVE Grant guidelines.
- Provide referrals for students who may be victims of violent crime to CILO for specialized advocacy and support.
- Share Information and supply CILO with relevant, non-identifiable campus safety and incident trend data, in compliance with FERPA, HIPAA, and applicable privacy laws, to inform training and resource development.
- Collaborate with CILO to evaluate the effectiveness of joint initiatives and adjust strategies based on assessment outcomes and emerging needs.

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the grant period, anticipated to be from **12/12/2025** through **12/31/2028**. This MOU does not constitute a commitment of funds by either party. Any exchange of funds, if applicable, shall be governed by a separate written agreement. Below is the proposed cost for victim services for the duration of the grant.

Victims Services Provider	Computation	Cost
The Coalition for Independent Living (CILO)	\$10,000 per/year x 4 years 250 hours per/year x \$40 per/hour	\$40,000

V) Commitment to Partnership

- The collaboration service area includes all 4 counties in the Treasure Coast Area: St. Lucie County, Martin County, Indian River County, and Okeechobee County
- The partners agree to collaborate and provide victim advocacy, prevention education, crisis intervention, and coordinated response services to victims of domestic violence, dating violence, sexual assault, and stalking, pursuant to the program narrative outlined in the SAVE Grant application attached to this agreement.
- We, the undersigned, have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.



- This MOU is and any other documents made or received by the parties in connection with this MOU are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.

The College is subject to Florida Public Records law, which is included in Applicable Law under the MOU. The College shall make disclosures of information related to this MOU as required by Florida Public Records law, and such disclosures are not a breach of the MOU. This MOU are subject to disclosure under applicable public records law, including Florida Public Records law.

If and solely to the extent that CILO is deemed under Florida law to meets the definition of “contractor” under § 119.0701, Florida Statutes, CILO must comply with public records laws, including the following provisions of § 119.0701, Florida Statutes:

- Keep and maintain public records required by the College to perform the service.
- Upon request from College's custodian of public records, provide College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following completion of the agreement if CILO does not transfer the records to College.
- Upon completion of the MOU, transfer, at no cost, to the College all public records in possession of CILO or keep and maintain public records required by the College to perform the service. If CILO transfers all public records to the College upon completion of the MOU, CILO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CILO keeps and maintains public records upon completion of the MOU, CILO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COLLEGE'S CUSTODIAN OF PUBLIC RECORDS AT 772-462-7051; PUBLICRECORDSREQUEST@IRSC.EDU; 3209 VIRGINIA AVE, FORT PIERCE, FL 34948.**
- CILO ACKNOWLEDGES THAT INDIAN RIVER STATE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS**



ADVICE TO CILO WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. CILO FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON INDIAN RIVER STATE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT IT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. CILO ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

- **Confidentiality**

Both Parties agree to maintain the confidentiality of sensitive information in compliance with all applicable laws, including FERPA and HIPAA where relevant. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq., 34 CFR Part 99, and Florida Statutes § 1002.225 protect the privacy of students' education records. If CILO, who may be considered a school official for purposes of this MOU, gains possession of students' education records in the process of performing services under this MOU, CILO will not use, share, or further disclose such records other than as necessary to perform its responsibilities under this MOU, and CILO will promptly destroy or return such records to the College at the expiration or termination of this MOU.

VII) Independent Contractor

College and Subrecipient acknowledge and agree that Subrecipient is and shall be an independent contractor; that neither Subrecipient nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College.

VIII. Sovereign Immunity.

Nothing in the MOU shall be construed or interpreted to be a waiver of the College's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the College. Nothing in the MOU shall be construed as consent by the College or CILO to be sued by third parties in any matter arising out of or related to this or any other agreement.

IX. Governing Law and Venue.

This MOU is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles, and the rules and regulations of the Florida Department of Education and College, and any provisions in this MOU in conflict with the foregoing shall be void and of no effect. If any legal proceedings are commenced with respect to any matter arising under or related to this MOU, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern



Indian River State College

District of Florida. Any other governing law and venue term is stricken.

X. Compliance with Laws and Verification of Employment Status.

Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations under this MOU. To the extent CILO is considered a contractor of the College under applicable law, CILO agrees to comply with all applicable provisions of § 448.095, Florida Statutes

XI. College Name, Logo, Content, and Other Property

Unless the College has provided prior written consent, no use of the College's name, logo, or any other trademark, copyright, or other intellectual property may be used by CILO except as required to provide the services under the MOU. Content created, uploaded, generated, or distributed by the College through any software platform belongs to and remains the property of the College. CILO may not use, copy, distribute, relocate, or in any other manner treat the content as CILO property.

XII. Changes

No changes or modification to these terms or any other terms affected by these terms may be made without both parties' consent.

XIII. Conflict of Interest

CILO certifies that it and its directors and principal officers are not employed by or affiliated with the College.

Point of Contact

Indian River State College

Name: Dr. Floralba Arbelo Marrero

Title: Program Supervisor

Email: Farbelo@irsc.edu

Phone: 772-462-7475

Point of Contact

Indian River State College:

Name: Mariuxi Mejia

Title: Program Director

Email: mmejia3@irsc.edu

Phone: 772-462-7826

For :The Coalition for Independent Living Options:

Name: Brandy Macaluso

Title: Chief Programming Officer

Email: bmac@cilo.org

Phone: 561-966-4288 x200



Signatures

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date written below.

Indian River State College

By: _____

Name: Dr. Timothy Moore

Title: President

Date: 4/28/26

Indian River State College

By: _____

Name: Dr. Floralba Arbelo Marrero

Title: Director of SAAP

Date: 4/28/26

Indian River State College

By: _____

Name: Mariuxi Mejia

Title: Director of Student Wellness

Date: 4/28/26

The Coalition for Independent Living Options

By: *Brandy Macaluso, USU*

Name: Brandy Macaluso

Title: Director

Date:

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC: Memorandum of Understanding between Indian River State College (IRSC) and Florida Atlantic University (FAU) for the Link2FAU Program

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The agreement serves to connect IRSC associate’s degree graduates with FAU. Link2FAU is a guided transfer pathway between Florida Atlantic University (FAU) and Indian River State College (The River) for guaranteed admission to FAU. Upon successfully completing Link2FAU at The River, IRSC students will be guaranteed acceptance to FAU as upper-division students.

ALTERNATIVE(S): None

MOU TERMS:

1. **Term:** 5 years from date of when both parties have signed
2. **Fiscal Impact:** None
3. **Termination Term:** 30 days written notice by either party

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont

DATE: 2/25/26

BOARD ACTION:

DATE: 4/28/26

Memorandum of Understanding Link2FAU Program

I. Parties:

This Memorandum of Understanding (“MOU”) establishes the Link2FAU Program between Florida Atlantic University and The District Board of Trustees of Indian River State College, Florida.

II. Purpose:

Link2FAU is a guided transfer pathway between Florida Atlantic University (FAU) and Indian River State College (The River) for guaranteed admission to FAU. Upon successfully completing Link2FAU at The River, students will be guaranteed acceptance to FAU as upper-division students. Acceptance to FAU does not guarantee admission into a particular FAU program, including limited access or selective admission degree programs. Link2FAU provides a smooth transition of students with an Indian River State College Associate in Arts or an Indian River State College articulated Associate in Science degree (collectively referred to herein as "Associate Degree(s)" to an FAU baccalaureate degree.

Link2FAU will serve students who are currently enrolled at The River and plan to complete their associate degree within six consecutive semesters (excluding summers). Link2FAU will guide students to first complete the associate degree and then transfer to FAU for their baccalaureate degree. This program strongly supports and reinforces the state's articulation commitment between the Florida College System and State University System by providing Florida College System students with the opportunity for joint advising between The River and FAU; encouraging full-time students to complete their degree programs at The River and FAU within a 4-5 year timeline; and enabling The River and FAU to track student enrollment and success between the two institutions.

III. Program Details:

The Link2FAU Program between FAU and The River shall have the following terms:

- A. FAU will identify and refer applicants from Martin, Indian River, Okeechobee, and St. Lucie County who have not been offered admission to FAU to participate in Link2FAU at The River.
- B. Students may elect to join and participate in Link2FAU at the time of application and admission to The River or prior to being admitted to FAU.

- C. As a Link2FAU participant, The River students will receive both The River and FAU advising on an agreed-upon schedule to facilitate completion of the Associate degree and a smooth transition into their FAU baccalaureate degree program.
- D. Link2FAU participants must maintain a 2.0 cumulative GPA and complete their associate degree within six consecutive semesters (excluding summers).
- E. Upon successful completion of Link2FAU at The River and subject to FAU undergraduate admission and application requirements, the student will be guaranteed acceptance to FAU as an upper-division student. Acceptance to FAU does not guarantee admission to a particular FAU program, including limited access or selective admission degree programs.

IV. Marketing & Facilitation:

A. FAU shall:

1. Provide Link2FAU students with FAU resources, including eligibility to receive an FAU Link2FAU card (fee applicable), which provides access to FAU's libraries, Career Center, special lectures and events, and discounted membership to the Recreation Center (Boca Campus). Link2FAU students will also have exclusive access to apply for the Link2FAU scholarship (pending available funding).
2. Offers transfer advisors/counselors to support the student's smooth transition from The River to FAU.
3. Provide The River with a Link2FAU webpage for students who have declared interest in attending FAU through the Link2FAU agreement.
4. Provide marketing material information to support awareness of the Link2FAU program.

B. The River shall:

1. Provide a transfer webpage to FAU's Link2FAU program.
2. Make its course catalog available on an annual basis for FAU course transfer evaluations.
3. Subject to The River's policies and discretion, work with FAU to communicate the benefits of this MOU and the many educational opportunities available at FAU.
4. Disseminate marketing materials to students who have declared an interest in Link2FAU and/or FAU general admissions.
5. Provide a dedicated advising space for the FAU advisor on the agreed upon days for FAU to be onsite at The River.

6. Provide space in a high-traffic area for “FAU Days” on a semesterly basis. “FAU Days” provide students with access to FAU advisors and support services to assist them through a successful transfer.

C. Both Parties shall:

1. Collaborate in innovative ways to support the timely completion of the AA, articulated AS degrees, and baccalaureate degrees.
2. The parties will each promote Link2FAU on their respective websites.
3. Both parties agree to use institution names and logos in marketing material when referencing this agreement.
4. Both parties will place an indicator in their respective Student Information Systems to track Link2FAU students' progress in the program, develop reports, and share the information.
5. Leverage technologies, as appropriate, in an effort to create an effective, efficient, and seamless transition process.
6. Commit to reviewing and sharing data, as appropriate, to evaluate Link2FAU progress and outcomes, subject to applicable federal and state laws and FAU and The River policies and procedures.
7. Develop a coordinated marketing and communication plan for students in Link2FAU, ensuring there is consistency in the message.
8. Provide opportunities for faculty and advisors from each institution to collaborate and align the curriculum to ensure a seamless transfer process.
9. Offer a joint new student welcome session for Link2FAU students.
10. Develop joint programming events
11. Develop collaboration between the University's and College's student organizations

V. Miscellaneous:

The parties further agree as follows:

- A. This MOU becomes effective on the date both parties have signed this MOU and shall remain in effect for five (5) years, unless terminated according to the terms of this MOU. This agreement may be renewed as mutually agreed upon in writing by both parties at least ninety (90) days prior to the end of the five (5) year period.
- B. For those FAU students from The River who have signed a Reverse Transfer Consent agreement found on FAU's admissions application, FAU will directly inform The River of currently enrolled FAU students who may be eligible for an associate degree award at The River as a result of their enrollment at FAU. The

timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by The River and FAU.

- C. Upon student consent and within compliance with FERPA and applicable state law, both institutions will exchange pertinent information on Link2FAU students for tracking and reporting purposes. Information shared by FAU to The River includes (but is not limited to) denied FAU FTIC students. Information shared by The River to FAU (but not limited to) includes students' designated transfer university at 30 credits and students with 45 or more credits towards their AA degree.
- D. Link2FAU will be reviewed annually by the parties.
- E. The parties may amend this MOU only by mutual written consent.
- F. This MOU may be terminated within thirty (30) days by either party upon written notice to the other party. However, it is understood and agreed that any student participating in Link2FAU at The River who is on track for admission to FAU at the time of termination, will be allowed to complete Link2FAU at The River and FAU notwithstanding the termination provisions above, as long as the student meets the requirements of the program and remains in good standing.
- G. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU.

SIGNED

Approved:

The River

Timothy Moore, Ph.D.
President

Date

Approved:

Florida Atlantic University



Ken Dawson-Scully, Ph.D., Provost and
Executive Vice President for Academic
Affairs

Date

3/5/26

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Property Surplus and Inventory Write-Off

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

A portion of the equipment utilized by the College has reached the end of its useful life or has otherwise become unusable. Attached, please find a list of property items that have exhausted their utility and should be removed from property inventory.

The property values on the list reflect original purchase price and do not represent today's market value. I am requesting that the District Board of Trustees approve the College to surplus \$1,743,137.06 from the College inventory.

ALTERNATIVE(S): None

FISCAL IMPACT: No fiscal impact; all items to be written off have been fully depreciated

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Edith Pacacha

DATE: 4/2/26

BOARD ACTION:

DATE: 4/28/26

Depreciable Asset Status Report for April 2026

Asset	Description	Serial #	Received	Reason	Total Cost	Net	Depreciation	Depreciation Class	Administrator	Last Location
30316	SM 2500 SCANNER	AR-05947	3/31/2000	Obsolete	\$ 5,872.00	-	\$ 5,872.00	05 Class Life	Jason Hazelief	Mueller A-113
31430	COPIER - BLUDPRINT/ENGINEERING COPIER	4L3011318	4/16/1997	Obsolete	\$ 5,330.00	-	\$ 5,330.00	05 Class Life	Tony Quinn	Massey S-134
33988	COMPUTER - VTEL PC W/CODEC AND STUDENT RESPONSE UNIT	Q00110705	1/22/1997	Obsolete	\$ 63,260.50	-	\$ 63,260.50	03 Class Life	Jason Hazelief	Chastian C-110
37427	SCANMARK 2500	AR-06169/A	8/17/2000	Obsolete	\$ 6,165.00	-	\$ 6,165.00	05 Class Life	Jason Hazelief	Massey V-333
38351	SCANMARK ES2800B OPTICAL RDR/DUAL READHEAD	EE-01393	2/8/2002	Obsolete	\$ 6,836.70	-	\$ 6,836.70	05 Class Life	Beth Amey	Pruitt J-213
38354	MITA 2530 COPIER	H3002339	1/4/2002	Cannibalized	\$ 6,829.22	-	\$ 6,829.22	05 Class Life	Beth Amey	Pruitt J-212
38355	MITA 2530 COPIER	H3003904	1/5/2002	Cannibalized	\$ 6,829.22	-	\$ 6,829.22	05 Class Life	Beth Amey	Pruitt J-113
39785	SNAPPER UTILITY CART	21055220	6/20/2003	Cannibalized	\$ 5,000.00	-	\$ 5,000.00	07 Class Life	Tony Quinn	Dixon Hendry B 100
40009	NIKON SMZ-1500 ZOOM MICROSCOPE SYSTEM	1003144	9/23/2003	Obsolete	\$ 19,394.34	-	\$ 19,394.34	10 Class Life	Heather Michaels	Massey N-122
40071	KYOCERA MITA KM-3530 COPIER	AAJ3-04217	11/19/2003	Obsolete	\$ 7,685.06	-	\$ 7,685.06	05 Class Life	Jason Hazelief	Massey F-143
40636	KSI MULTIMEDIA LECTURN		12/15/2004	Obsolete	\$ 10,740.60	-	\$ 10,740.60	05 Class Life	Jason Hazelief	Chastian D-146
40638	KSI MULTIMEDIA LECTURN		12/15/2004	Obsolete	\$ 10,740.60	-	\$ 10,740.60	05 Class Life	Jason Hazelief	Chastain D-135
40639	KSI MULTIMEDIA LECTURN		12/15/2004	Obsolete	\$ 10,740.60	-	\$ 10,740.60	05 Class Life	Jason Hazelief	Chastain D-134
40715	PANASONIC 615VF5C16 DVCPRO SDI CAMCORDER		6/21/2015	Obsolete	\$ 16,898.00	-	\$ 16,898.00	05 Class Life	Jason Hazelief	Chastain D-211
41735	KYOCERA MITA KM-3035 COPIER	K3028266	8/17/2004	Obsolete	\$ 5,498.00	-	\$ 5,498.00	07 Class Life	Jason Hazelief	Massey V-333
42225	XPRESS STUDIO TURNKEY STATION		8/16/2005	Obsolete	\$ 19,717.00	-	\$ 19,717.00	05 Class Life	Jason Hazelief	Massey C300-100
42244	HOUSE FIBER SYSTEM / VIDEO (TANDBERG)		6/30/2005	Obsolete	\$ 73,802.66	-	\$ 73,802.66	05 Class Life	Jason Hazelief	Massey V-333
42249	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/30/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
42250	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/29/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
42251	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/30/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
42252	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/30/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
42253	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/30/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
42255	MIDDLE ATLANTIC EQUIPMENT/SYSTEM RACK		6/30/2005	Obsolete	\$ 15,094.43	-	\$ 15,094.43	05 Class Life	Jason Hazelief	Massey V-333
43091	VERSALITE STAGING		8/25/1997	Obsolete	\$ 7,786.00	-	\$ 7,786.00	07 Class Life	Tony Quinn	Massey S-227
43099	AE-60 AERA-VATOR	2943	6/22/2000	Obsolete	\$ 5,892.00	-	\$ 5,892.00	07 Class Life	Tony Quinn	Massey X-100
43124	AVI CUSTOM TRUSS BOX		12/5/1997	Obsolete	\$ 6,364.35	-	\$ 6,364.35	05 Class Life	Jason Hazelief	Massey S-227
43802	V-BRICK D9Y405 ENCODER SERVER	85-121-451	12/20/2005	Obsolete	\$ 38,432.37	-	\$ 38,432.37	05 Class Life	Jason Hazelief	Massey V-333
43809J	VBRICK STREAMING SYSTEM FOR 43809	N/A	6/26/2008	Obsolete	\$ 200,161.14	-	\$ 200,161.14	05 Class Life	Jason Hazelief	Massey V-333
43809K	VBRICK STREAMING UPGRADE FOR 43809	N/A	6/26/2008	Obsolete	\$ 89,460.80	-	\$ 89,460.80	05 Class Life	Jason Hazelief	Massey V-333
43809L	VBRICK UPGRADE FOR JOHNSON AUDITORIUM AT CHASTAIN FOR 43809	N/A	1/4/2011	Obsolete	\$ 21,652.45	-	\$ 21,652.45	10 Class Life	Jason Hazelief	Massey V-333
43809M	HD PROGRAMMING CAPABILITY FOR VBRICKS FINAL PMT FOR 43809	N/A	7/28/2010	Obsolete	\$ 164,915.23	-	\$ 164,915.23	05 Class Life	Jason Hazelief	Massey V-333
43809P	MIDDLE ATLANTIC EQUIPMENT RACK VBRICK SYSTEM 43809	N/A	6/23/2009	Obsolete	\$ 154,264.03	-	\$ 154,264.03	05 Class Life	Jason Hazelief	Massey V-333
43809Q	HD PROGRAMMING CAPABILITY FOR 43809	N/A	5/24/2010	Obsolete	\$ 164,915.24	-	\$ 164,915.24	05 Class Life	Jason Hazelief	Massey V-333
44306	CLOSED CIRCUIT TV SYSTEM	USA0170800	6/20/2006	Obsolete	\$ 10,628.23	-	\$ 10,628.23	05 Class Life	Jason Hazelief	Massey L-100
45616	VISIX IP BASED PUBLIC DISPLAY SYSTEM	ES118196	6/26/2008	Obsolete	\$ 263,684.91	-	\$ 263,684.91	05 Class Life	Jason Hazelief	Massey V- 333
45737	MTV-001 VISION VIDEO AUTO EQUIPMENT	471MTV0746	4/15/2008	Obsolete	\$ 18,999.00	-	\$ 18,999.00	10 Class Life	Jason Hazelief	Massey V-333
45893	IBM NETBAY ENTERPRISE RACK W/KEYBOARD & MONITOR	23-R1680	5/27/2008	Obsolete	\$ 5,145.66	-	\$ 5,145.66	05 Class Life	Jason Hazelief	Massey S-126
46560	48" FLOATING DECK WALK-BEHIND MOWER	280001052	1/23/2009	Obsolete	\$ 5,171.60	-	\$ 5,171.60	05 Class Life	Tony Quinn	Massey X-100
46744	POWEREDGE R710 12GB SERVER FOR VIRTUALIZATION	BR4TJK1	8/6/2009	Obsolete	\$ 7,330.03	-	\$ 7,330.03	03 Class Life	Jason Hazelief	Massey V- 333
47667	SERVER		12/8/2011	Obsolete	\$ 37,862.12	-	\$ 37,862.12	05 Class Life	Jason Hazelief	Massey V- 333
47668	WIRELESS CONTROLLER		10/31/2011	Obsolete	\$ 60,835.00	-	\$ 60,835.00	05 Class Life	Jason Hazelief	Massey V- 333
47669	WIRELESS CONTROLLER		10/31/2011	Obsolete	\$ 60,835.00	-	\$ 60,835.00	05 Class Life	Jason Hazelief	Massey V- 333
48474	74" DIXIE CHOPPER MOWER		9/24/2012	Cannibalized	\$ 10,098.23	-	\$ 10,098.23	05 Class Life	Tony Quinn	Massey X-100
48674	DELL POWEREDGE R720 SERVER	DHXV6X1	2/5/2013	Obsolete	\$ 7,972.24	-	\$ 7,972.24	03 Class Life	Jason Hazelief	Massey V- 333
49143	SOMSO MALE MUSCULAR MODEL	N/A	10/2/2013	Obsolete	\$ 6,017.85	-	\$ 6,017.85	05 Class Life	Heather Michaels	Massey N-122
51901	HEMATOLOGY COMBO IL ACL Top300 CTS		3/12/2021	Not Repairable	\$ 22,807.50	-	\$ 22,807.50	05 Class Life	Anna Hubbard	Massey H 231
				Total =	\$ 1,743,137.06	-	\$ 1,743,137.06			



TOPIC: Renewal of Lease Agreement with Leap Lab Florida

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for renewal of a zero-cost lease agreement with Leap Lab Florida. Renewal of the agreement allows Leap Lab Florida, for no cost, to continue to use a plot of land consisting of approximately 0.15-acres located at 2415 S. 29th Street, Fort Pierce, FL 34981 (Massey Campus, across from the Brinkley Science Center), as part of a research partnership between Leap Lab Florida and the Indian River State College science departments. This research partnership will include employees from Leap Lab Florida as well as faculty, staff, and students from the college. Included with the lease agreements are Exhibits A & B, showing how the plot of land will be utilized in this research partnership.

ALTERNATIVE(S):

Without approval, Leap Lab Florida will not be allowed to continue use of the raised plant beds on the defined college property, nor continue the collaboration with Indian River State College faculty, staff, or students on research projects that it supports.

FOR CONTRACTS:

1. **TERM:** April 1, 2026 – March 28, 2027 with an option to renew for two additional one year periods unless sooner terminated
2. **FISCAL IMPACT:** Zero Cost
3. **TERMINATION TERMS:** 60 days written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Anthony Dribben

DATE: 3/7/26

BOARD ACTION:

DATE: 4/28/26

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

THIS LEASE AGREEMENT (Hereinafter referred to as “Agreement”), is made and entered into as of this 28th day of April 2026, by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, a public body corporate of the State of Florida, (“Landlord”) and Leap Lab Florida, (“Tenant”), a not-for-profit organization fiscally sponsored by the 5 Gyres Institute (collectively “Parties”). Under no circumstances shall the Agreement be deemed to constitute, construe or imply to create the relationship of principal and agent, partnership, joint venture or other type of business relationship between the parties other than the relationship of landlord/tenant.

WHEREAS the Parties desire to enter into a cooperative and collaborative relationship that fosters increased scientific discovery and scholarship in the field of life sciences and provides mentorship opportunities for Indian River State College (“the college”) students, the availability of field research facilities for Leap Lab Florida, and makes Leap Lab Florida personnel available to provide training at the college.

WHEREAS it is the purpose of Indian River State College to foster economic development within the State of Florida and to promote business development by supporting companies that will commercially develop products and services and job opportunities. In furtherance of said purpose, Leap Lab Florida wishes to obtain from the college the services specified in this Agreement, on the terms and conditions set forth in this Agreement.

WHEREAS Leap Lab Florida is an employer of properly trained scientists and technicians, it wishes to support and assist the educational efforts of Indian River State College students in the sciences and business.

NOW THEREFORE, the Parties desire to set forth in writing their understanding of the terms and conditions under which this relationship and Agreement shall be conducted. In reliance upon and consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

WITNESSETH:

1. PREMISES

- 1.1 For and in consideration of the rental, terms, provisions and conditions hereinafter set forth to be kept and performed by Tenant, Landlord hereby rents to Tenant, and Tenant hereby takes and hires from Landlord, upon the terms, provisions and conditions hereinafter set forth, the real property (“Premises”) plot of land consisting of approximately 0.15 located at 2415 S. 29th Street, Fort Pierce, FL 34981 (Massey Campus, Exhibit A – premises).
- 1.2 Tenant improvements shall generally consist of construction of ten (10) raised plant beds (Exhibit B – site plan). It will also include an adjacent composting bed measuring 10-feet x 5-feet.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

2. USE OF PREMISES

- 2.1 Tenant understands that the leased Premises occupy a portion of land located on a campus of Indian River State College (IRSC) whose primary mission is to provide educational opportunities and a learning environment for its students. Tenant's activities, functions, and schedule must acknowledge and accommodate the College's primary mission. Tenant must understand that Indian River State College is a public educational entity and subject to many statutes, rules, and regulations that Tenant's operations may not be subject to. Occupancy of Premises by Tenant could subject Tenant to certain public requirements, and the premises shall be used solely as office(s) for an active operation.
- 2.2 Tenant shall comply with all building codes and other rules and requirements that Landlord is subject to, as well as any local, state, or federal law or regulation required by Tenant's occupancy of the Premises. The Dean of Facilities & Sustainability for Indian River State College, or his authorized designee, shall have the authority and jurisdiction over the interpretation, review, and approvals of all codes – including but not limited to building, fire prevention, and life safety codes as prescribed by the laws of the State of Florida - related to the Premises.
- 2.3 Tenant shall not (a) use the Premises for any illegal purpose, nor for any purpose that is injurious to the health, safety, and welfare of the public or that may jeopardize Tenant's insurance coverage of the Premises; or (b) create or permit any nuisance in or on the Premises. Tenant hereby covenants to Landlord that no hazardous substances, as defined by any federal, state, or local law, will be stored, used, or generated on the Premises without prior written notice to and acceptance by Landlord and without strict compliance with all local, state, and federal laws and regulations regarding the same. If hazardous waste is generated with the Landlord's consent, the tenant will be responsible for all recordkeeping and disposal and will provide the Landlord with such records. In the event that an employee of the tenant is involved in an accident or injured on campus, IRSC Campus Security will be notified, and Security will file an accident/incident report. Tenant's insurance company will be responsible for filing any workman's compensation claims with their insurance carrier.

3. RENTAL

- 3.1 The term of this Agreement shall commence on April 1, 2026, and terminate on March 28, 2027 with an option to renew for two (2) additional one (1) year periods, unless sooner terminated as hereinafter provided in paragraphs 12 and 17 of this Agreement. Agreement renewals may be added upon mutual agreement of the Landlord and Tenant. Agreement renewals will be confirmed no less than thirty (30) days after the expiration of the previous term.
- 3.2 The terms of this Agreement are that it is a zero-cost lease agreement.

4. SECURITY DEPOSIT

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

4.1 Not Used

5. UTILITIES

5.1 No CAM fees or utility bills will be assessed against the Tenant.

6. CONSTRUCTION, MAINTENANCE AND REPAIR

6.1 Landlord agrees to maintain and keep the Premises in good repair, exclusive of any repairs made necessary by the actions of the Tenant or Tenant's agents, employees or invitees.

6.2 Tenant shall report promptly in writing to Landlord all items that Tenant contends Landlord is under a duty to provide maintenance and repair.

6.3 Tenant shall not make improvements or alterations to the Premise without the prior express written consent of Landlord. Tenant shall submit construction plans and specifications for all improvements or alterations to the Premises to the Landlord's AVP of Facilities & Sustainability for review and approval within thirty (30) days prior to performing the improvements or alterations. Tenant shall be subject to the Landlord's Building Permit and Building Inspection requirements as defined by the laws of the State of Florida and their interpretation by the Authority Having Jurisdiction (Section 2.2).

6.4 The cost for any and all unauthorized repairs to equipment or property belonging to Landlord ordered by Tenant shall be borne solely by Tenant.

6.5 In the event that the Landlord's equipment or any other property belonging to the Landlord is damaged or destroyed by Tenant (excluding ordinary wear and tear), Tenant, at their sole expense, shall pay the replacement or repair costs.

6.6 Upon the expiration or termination of this Agreement, all improvements or additions shall vest in and become property of Landlord. Tenant shall remove all of Tenant's personal property from the Premises on or before the expiration or termination of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property. Tenant agrees that all of Tenant's personal property in or on the Premises is located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof, including damages caused by the negligence of Landlord, its officers, directors, employees, and/or agents.

6.7 Any property acquired by Tenant through Landlord or acquired by Landlord for the use of Tenant shall become and remain the property of Landlord and shall not be removed by Tenant from the Premises.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

- 6.8 The tenant will make the designated space near the cosmetology building and the science building available to Indian River State College students, faculty, and staff for the study of bioplastic biodegradation.
- 6.9 The landlord will supply water access to the study site.
- 6.10 The landlord will provide limited assistance in setting up the study and the installation of the irrigation system required for the study.
- 6.11 The Tenant's bioplastics biodegradation study and all work pertaining to it shall be carried out under the direction of Leap Lab personnel and by others (e.g. Indian River State College faculty, Field Technicians).
- 6.12 The Tenant will be responsible for assisting Indian River State College faculty in preparing instructional material as requested.

7. INSPECTION

- 7.1 Tenant shall permit Landlord, its agents and employees, without prior notice, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises and making any necessary repairs or alterations to electrical wiring, heating and cooling systems, or plumbing and other similar repairs and alterations.
- 7.2 In addition, Tenant agrees to a minimum of one annual fire safety inspection to be performed by Landlord, IRSC Building Official, IRSC Fire Marshall, and SLC Fire Marshall as well as a minimum of two safety and sanitation inspections by Landlord, IRSC Safety Manager, and IRSC Risk Manager, or their designees, which will be scheduled by the appropriate individual.

8. INSURANCE/INDEMNIFICATION

- 8.1 Tenant shall at all times during the term of this Agreement, at its own expense, procure and maintain policies of Commercial General Liability insurance, naming the Landlord as an additional insured.
- 8.2 The Commercial General Liability insurance shall provide a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 per claim for bodily injury or property damage.
- 8.3 Tenant will maintain throughout the term of this Lease statutory Worker's Compensation Insurance including employer's liability for all employees as required by applicable state and federal regulations.
- 8.4 Tenant shall submit a Certificate of Insurance listing the District Board of Trustees of Indian River State College, as additional insured, on the aforementioned policies of such insurance with Landlord prior to occupancy of the Premises and on the policy renewal date each year thereafter.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

- 8.5 Tenant is responsible for insuring at its sole expense its own property which may be brought upon the Premises, (if and when this occurs), and Tenant shall be responsible for insuring any of their property brought upon the Premises at any time. Tenant waives any claims and its respective related parties, for such loss or damage. The failure of the Tenant to insure its property shall not void this waiver. Landlord and its respective related parties shall not be liable for, and Tenant hereby waives all claims against such parties for business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any causes whatsoever.
- 8.6 The Premises are to be used and enjoyed at the sole risk of Tenant. In consideration of the benefits to be derived therefrom, Tenant hereby releases and discharges and shall indemnify and hold harmless Landlord from and against all liabilities, losses, damages, costs and expenses (including all attorney's fees and expenses incurred by Landlord), causes of action, suits, demands, judgments, and claims, of any nature whatsoever arising from, by reason of or in connection with Tenant's occupancy of the Premises or the action or failure to act of Tenant or Tenant's employees, invitees, licensees, or agents, including the noncompliance or violation by Tenant, or by Tenant's employees, invitees, licensees, or agents, of any local, state or federal law or regulation.

9. DESTRUCTION OR DAMAGE TO PREMISES

- 9.1 If the Premises are destroyed or rendered untenable by storm, fire, earthquake, hurricane, or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenability, with no obligation of Landlord to rebuild or provide other rental premises for Tenant. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Landlord and Tenant as of the date when the Premises were destroyed or rendered untenable.
- 9.2 If the Premises are partially destroyed or rendered partially untenable by storm, fire earthquake, hurricane or other natural catastrophe, Tenant shall have the option to elect either to terminate this Agreement by written notice to Landlord in accordance with Paragraph (22) or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Landlord to repair, restore or rebuild the Premises at any time, even if Tenant elects to continue this Agreement. The Premises shall be considered partially destroyed or rendered partially untenable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenable.

10. FORCE MAJEURE

- 10.1 Neither Tenant nor Indian River State College shall have any liability for their respective failure to perform this Agreement when performance is prevented by force majeure. As used herein, the term "force majeure", shall mean any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, picketing, fires, pandemics, acts

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

of God, non-preventable accidents or breakdowns, or any similar or dissimilar cause beyond the reasonable control of either party

11. TRANSFER, SUBLETTING AND ASSIGNMENT

11.1 Tenant shall not transfer, assign or sublet this Agreement, or any right or privilege of Tenant under this Agreement without prior, express, written consent of Landlord.

12. DEFAULT

12.1 If Tenant defaults in the performance of any other covenant or provision of this Agreement required to be complied with by Tenant and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord on Tenant, then, Landlord may at once terminate this Agreement by written notice to Tenant.

12.2 Upon such termination, Tenant shall surrender the Premises to Landlord and remove all personal property from the same and, without requiring legal action to be taken by Landlord, Landlord may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Tenant. Landlord's failure to exercise its rights after one or more defaults of Tenant shall not be construed as a waiver of Landlord's rights upon any subsequent default.

13. TAXES

13.1 Not used

14. EXTERIOR SIGNS

14.1 Tenant shall not install and operate signs or displays on the Premises, including the roof, exterior doors and exterior walls of the building in which the Premises are located, or in the windows of the Premises without the prior, express, written consent of Landlord. The tenant will supply signs which indicate that the leased area is part of a scientific study and has restricted access.

15. FIXTURES AND PERSONAL PROPERTY

15.1 Tenant may install and operate in and on the Premises such fixtures and personal property as is required for Tenant's permitted use of the Premises, subject to the prior, express, written approval of Landlord.

16. NO ESTATE

16.1 This Agreement shall create the relationship of Landlord and Tenant, and no estate shall pass from Landlord. Tenant's interest in this rental agreement is not subject to levy and sale.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

17. TERMINATION AND NO HOLDING OVER

- 17.1 Tenant shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by Tenant after termination of this Agreement, without the express written consent of Landlord, is not permissible and Tenant shall be required to vacate the Premises immediately without notice.
- 17.2 Tenant and Landlord each shall retain the option to terminate this Agreement at any time by giving sixty (60) days written notice of Tenant's or Landlord's intention to exercise such option to terminate.
- 17.3 Upon any such termination, Tenant shall surrender the Premises to Landlord and remove all personal property from the same and, without requiring legal action to be taken by Landlord, Landlord may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of Tenant.
- 17.4 Tenant agrees to return the premises to the Landlord upon the expiration or termination of this Rental Agreement in as good condition and repair as when first received; normal wear and tear expected.

18. NO ABANDONMENT

- 18.1 Tenant shall occupy the Premises continuously throughout the term of this Agreement and shall not for any cause whatsoever, unless otherwise specifically permitted under this Agreement, desert, surrender, abandon, or cease operation of the Premises during the term of this Agreement.

19. RIGHTS CUMULATIVE

- 19.1 All rights, powers, and privileges conferred by this Agreement shall be cumulative and not restrictive of those rights, powers, and privileges conferred by law.

20. ATTORNEY'S FEES

- 20.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, subject to the limitations of liability of Indian River State College under Florida law. Nothing herein shall constitute a waiver of sovereign immunity by Indian River State College. Venue for mitigation or litigation shall be St. Lucie County, Florida.

21. NO WAIVER

- 21.1 No failure of Landlord to exercise any right or power given to Landlord under this Agreement, or to insist upon strict compliance by Tenant with the provisions of this

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

Agreement, and no custom or practice of Landlord or Tenant at variance with the provisions of this Agreement, nor acceptance by Landlord of rent or any other payments from any person other than Tenant, shall constitute a waiver of Landlord's right to demand exact and strict compliance by Tenant with the terms and conditions of this Agreement.

22. NOTICES

22.1 All notices and other communications, hereinafter collectively referred to as "notices", required by this Agreement to be secured from or given by either party to the other party shall be in writing and the original of said notice shall be delivered Either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail-Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address; or (c) sent by fax; or (d) sent by email to the Dean of Science. If sent by United States Certified Mail-Return Receipt Requested, the sender of the notice shall "show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is hand delivered, mailed, or so faxed shall be deemed the date of service of such notice. Any notice, so hand delivered, mailed, or faxed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof, shall be deemed sufficient under this Agreement. Both parties hereto, by proper notice, may at any time and any number of times designate a different address to which notices to said party shall be given.

22.2

To Landlord:

Indian River State College

3209 Virginia Avenue

Ft. Pierce, Florida 34981

Attention: VP of Financial Services

CC: Executive Dean of Science & Math

To Tenant:

Leap Lab Florida

7206 Santa Clara Blvd.

Ft. Pierce, Florida 34951

Attention: Sean Reif, Director

23. ENTIRE AGREEMENT

23.1 This Agreement constitutes the full, complete, and entire agreement between Landlord and Tenant; no agent, employee, officer or representative of Landlord or Tenant has authority to make, or has made any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, adding to or changing the covenants, terms and provisions of this Agreement. No modification or amendment of this Agreement shall be binding unless such modification or amendment is in writing, signed by Landlord and Tenant, and by reference incorporated into this Agreement.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

24. GOVERNING LAW

- 24.1 This Agreement shall be governed by, construed under and performed and enforced in accordance with the laws of the State of Florida. Any representations that may have been made before the signing of this agreement are non-binding, null and void. Neither party has relied on such prior representations in entering into this agreement.
- 24.2 The Parties recognize that the Landlord is a public body corporate of the State of Florida and is subject to the provisions of Florida Statute §119 regarding public records.

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed and delivered all as of the date hereof.

LANDLORD
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

BY: _____ **DATE:** _____

WITNESS: _____ **DATE:** _____

WTNESS: _____ **DATE:** _____

INDIAN RIVER STATE COLLEGE LEASE AGREEMENT

TENANT

Leap Lab Florida

BY: _____ **DATE:** _____

WITNESS: _____ **DATE:** _____

WITNESS: _____ **DATE:** _____



Exhibit A
Leap Lab Florida - Premises Map

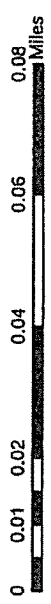
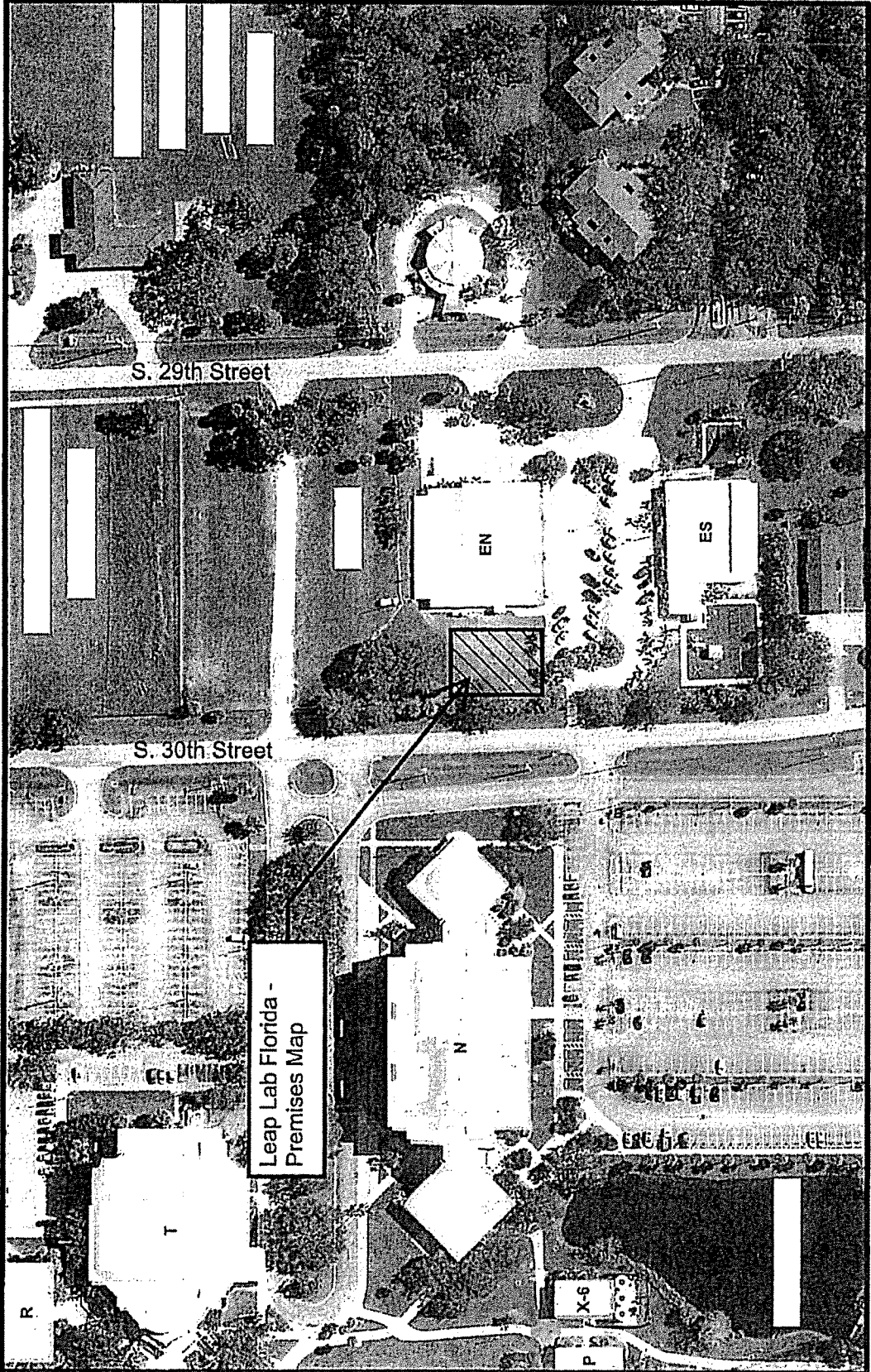
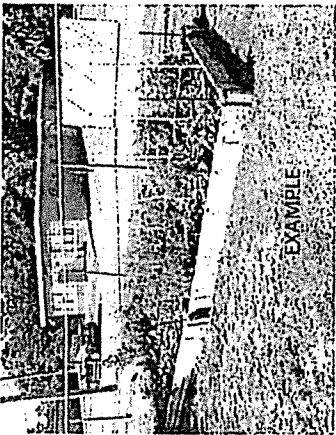


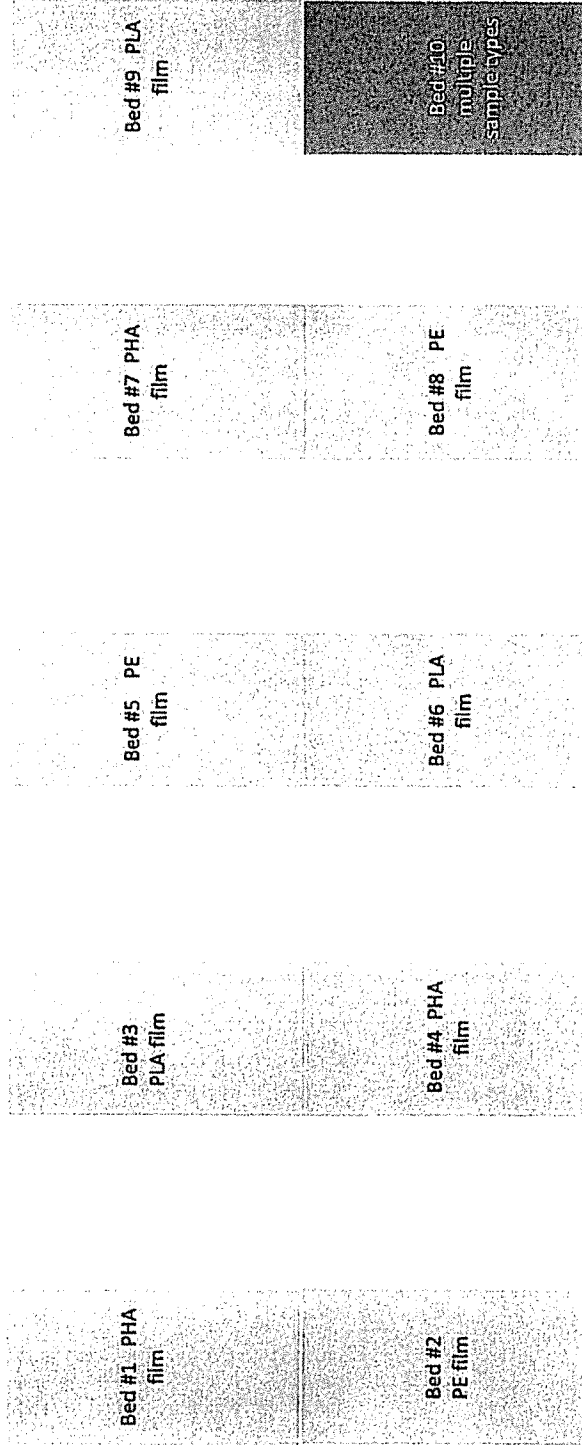
Exhibit B Site Plan



North



Each double bed is 20' long and 5' wide with a 5' gap in between for a total width of 45' and length of 20' for the site. An additional buffer space of 5' in all directions would be beneficial for establishing irrigation.





TOPIC: Personnel Actions

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the following Personnel Actions: Full-Time Appointments, Retirements, Separations of Service, Regular Part-Time Appointments, Part-Time Temporary Non-Instructional Appointments, and Part-Time Instructional Certifications.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Vonrick Alexander

DATE: 4/2/26

BOARD ACTION:

DATE: 4/28/26

April

Full-Time Appointments:

1. Meghan Beaulieu (Registration Assistant, Registration - Mueller Campus)
2. Jamar Belizaire (Senior Director of Development, Advancement)
3. Andreina Boswell (Application Analyst – Student Information Systems, Advising and Career Services)
4. Karen Diaz (Bank Reconciliation Accountant, Student Financials)
5. Wyatt Evans (Program Specialist, School of Continuing Education)
6. Katlyn Klein (Academic Advisor, Academic Advisor – Pruitt)
7. Erin Laughlin (Application Analyst – Financial Aid and Accounts Receivable, Financial Aid)
8. Alexandra Lord (Event Stewardship Coordinator, Foundation Manager)
9. Hadeel Mustafa (Program Coordinator, Social Sciences)
10. Coretta Reneau-Burnett (Program Coordinator, School of Continuing Education)
11. Julie Russakis (HR Information System (HRIS) and Operations Manager, Human Resources)
12. Valeria Echezuria Salcedo (Student Wellness Specialist, Student Wellness)
13. Lindsay Skully (Associate Vice President Brand Experience, Marketing, Media and Brand)
14. Jennifer Tirado (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)

Retirements:

1. Terry Bilak (Academic Advisor, Advising Services)
2. Twyla Blair (Campus Coordinator, Okeechobee County)
3. Leslie Hayes (Counselor, Advising and Career Services)
4. Elaine Howell (Tutoring Center Coordinator, Tutoring Centers)
5. Brent Marshall (Executive Director of Infrastructure, Institutional Technology)
6. Christine Richard (Career Services Coordinator, Career Services)

Separation of Service:

1. Kevin Cisneros (Mechanical Engineer, Facilities)
2. Joseph DellaRocca (Head Softball Coach, Athletics)
3. Glorymar Duke (HR Information System (HRIS) & Operations Manager, Human Resources)
4. Simone DuPree (Student Wellness Specialist, Office of Student Life)
5. Parisa Erfani (Accounts Receivable Specialist, Accounts Receivable)
6. Sandrine Petit Frere (Career Pathways Facilitator, Adult Secondary Education)
7. Jesus Hernandez (Maintenance, Physical Plant/Maintenance)
8. Athyna Jarrach (Financial Aid Advisor, Pruitt Campus)
9. Shawnta Kelly (Student Conduct Case Manager, Student Conduct)
10. Christina Lynch (Student Wellness Specialist, Student Wellness)

11. Wendy McNall (Assistant Professor I, Health Science)
12. Anthony Moore (Event Maintenance and Support, Physical Plant/Maintenance)
13. Jennifer Neubauer (Project Coordinator – Project Vision, Innovation and Business Development)
14. Christopher Rivers (Groundskeeper, Grounds)
15. Michele Welch (CTE and Adult Education Data Coordinator, Adult Secondary Education)
16. Jalisa Wingfield (Academic Coordinator, Educational Talent Search – Indian River County)

Regular Part-Time Appointments:

1. Gabriella Ammons (Program Assistant, Biological Sciences)
2. Judy Lorenzi (Clerical Assistant, School of Continuing Education)
3. Tracy Sharkey (HR Operations and Benefits Support Specialist, Human Resources)

Part-Time Temporary Non-Instructional Appointments:

1. Solaris Alburry (Federal Work Study, Office of Student Life)
2. Maria De La Cruz Aponte (Federal Work Study, Residence Life)
3. Jaylyssa Destel (Federal Work Study, Recruitment and Admissions)
4. Haschabna Dolce (Federal Work Study, Recruitment and Admissions)
5. Deneka Findlay (Program Assistant, Workforce Education)
6. Quiana Lundy (Federal Work Study, Office of Student Life)
7. Yeimmy Ortiz (Adult Education Intake Specialist, Adult Secondary Education)
8. Adrian Reyes (ASC Tutor, Tutoring Centers)
9. Kyle Wilcox (Program Assistant, Workforce Education)

Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):

1. Lesly Bernard (Adult Education)
2. Stephanie Davis-Chang (School of Business)
3. Jorge Fernando Gravito Franco (English as a Second Language)
4. Charles Kennedy (School of Business)
5. Heather LaJoie (Health Science)
6. Monserrath Martinez (Adult Education)
7. John Payne (Biological Sciences)
8. Devon Taylor (Adult Education)
9. Jennifer Wright (Social Sciences)