Indian River State College

DISTRICT BOARD OF TRUSTEES MEETING

Indian River State College – Massey Campus
Ben L. Bryan Administration Building, A301
3209 Virginia Avenue
Fort Pierce, FL 34981

November 17, 2026

Board Luncheon will be available at Noon in the Board Conference Room, A302

The Board Meeting will commence at 1:00 PM in the Board Room, A301

The full Board Meeting packet is available online at:

https://irsc.edu/
Click on Discover Campus Events
or
https://www.irsc.edu/dbot

DISTRICT BOARD OF TRUSTEES MEETING
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, A301
3209 Virginia Avenue, Fort Pierce, FL 34981

November 17, 2026 – 1:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Thornton*

2. Student Government Association (SGA) Report **–** *Makaria Sandlin, SGA President*

3. Recognition: *Dr. Tim Moore*
   a. Retirement Recognition for Sikita Goodrich – *15 years of service – recognized by Troy Shearer*
   b. Retirement Recognition for Dr. Patchara Pongam – 22 years of service – *recognized by Dr. Anthony Dribben*

4. Request approval of the October 27, 2026 Board of Trustees Meeting Minutes – *Chair Thornton*

5. Open to Public Comment – *Chair Thornton*

6. Unfinished Business: Athletic Restructuring Plan – *Chair Thornton*
   a. Request a motion to take from the table the Request for Approval of the Recommendations by the President and Cabinet for the proposed Athletic Restructuring Plan, originally tabled on October 27, 2026.
   b. Item for Discussion and Possible Action - *Dr. Tim Moore & Scott Kimmelman*

Consider approval of the Original or New Proposed Athletic Restructuring Plan Options with updated implementation options regarding program eliminations, divisional transitions, and Athletic Program Operational Cost Reductions.

Original Proposal (Option 1) and New Proposals (Option 2 & 3) for Board Consideration:

1. **Option 1 (Original Proposal):** Proposed President and Cabinet recommendations as originally presented:
    a. Eliminate both the Men's & Women's Swimming and Diving programs, effective at the start of the Fall 2027/28 academic year.
    b. Transition all remaining sports (Baseball, Softball, and Men's Basketball) to Division 2 competition in the Fall 2027/28 academic year *(Note: Volleyball is already competing in Division 2)*.
    c. Direct the administration to evaluate the feasibility of reinstating the Women's Basketball program for the 2028/29 season, pending resource availability.

- **Option 2 (New Proposal):**
    a. Moves department to D2 scholarship status for Baseball, Men's Basketball and Softball
    b. Reduces scholarship offerings for Baseball, Men's Basketball and Volleyball to 50% of current allocation.
    c. Reduces scholarship offerings for Softball to 75% of current allocation
    d. Allows for only tuition and fees for scholarship offerings, book allowances have been removed in this proposal
    e. Move Swimming & Diving to Non-Scholarship status in the Fall 2027/28 academic year
- **Option 3 (New Proposal):**
    a. Transition all sports to non-scholarship divisions in the Fall 2027/28 academic year
    b. Eliminate all scholarships except Promise in the Fall 2027/28 academic year
    c. Increase local athletic participation across all sports
    d. Reduce Personnel Costs

7. President's Report – *Dr. Tim Moore*
    a. President's Update
    b. Calendar of Events for December 2026 & January 2027

8. Strategic Initiatives – *Dr. Michael Hageloh*
    a. Strategic Initiatives Update
    b. Request approval of the Memorandum of Understanding between the District Board of Trustees of Indian River State College and Thomas M. Cooley Law School
    c. Request approval of Pulte Home Company, LLC's Best and Final Offer and authorize the College Administration, working with outside legal counsel, to proceed with preparation and negotiation of a formal purchase and sale agreement, subject to final approval by the District Board of Trustees

9. Request approval of the following Clark Advanced Learning Center items – *Dr. Leslie Judd*
    a. 2025/26 School Year School Recognition Funds Dispersal Plan
    b. Memorandum of Understanding between Martin County PAL and Clark/Indian River State College District Board of Trustees

10. Request approval of the following Facilities Items – *Tony Quinn*
    a. Facilities Lease Agreement between the District Board of Trustees of Indian River State College and Florida Power and Light
    b. RFQ #25/26-02 College-wide Roofing, Repairs, Replacement Renewals (Year 2 of 3):
        1. Advanced Roofing, Inc.
        2. Apex Roofing USA, LLC
    c. Change Orders/Independent Contractor Agreements:
        1. Charles Perry Partners, Inc., Change Order #OC-002 – IRSC Pruitt Restroom
        2. Charles Perry Partners, Inc., Change Order #02 – IRSC J Building – Pruitt Campus-Student Success Renovation per proposal dated 11/11/25
        3. Charles Perry Partners, Inc., Change Order #05 - IRSC J Building – Pruitt Campus-Student Success Renovation per proposal dated 11/11/25
        4. Everon, LLC – Equipment and Installation of Starlink Cell Service & Monitoring Term Addendum
        5. Impact Sport Surfaces – Massey Campus Gymnasium Servicing

11. Consent Items: *Chair Thornton*
    a. Agreement with D. Stafford & Associates
    b. Amendment No. 1 to Indian River State College Master License Agreement with Skillsoft Percipio for integration with ADP
    c. Cisco Contract Renewal
    d. Clinical Affiliation Agreement with Vivo Healthcare Fort Pierce
    e. Echo360 Services Order Form
    f. Evisions Software License Agreement for Argos products
    g. Independent Contractor Agreement with Lila White
    h. International Travel Request:
        1. Brian Skirvin-Leclair, DNP, APRN – Peer Site Evaluator for the Accreditation Commission for Education in Nursing (ACEN) in its evaluation of the nursing program at JPMC College of Health Science in Bandar Seri Begawan, Brunei, September 6-8, 2027
    i. Letter of Agreement with Salter Mitchell PR Firm
    j. Memorandums of Understanding with Indian River State College:
        1. Florida Atlantic University Board of Trustees
        2. Fort Pierce Utilities Authority – FPUAnet & IRSC Radio Tower
        3. Tykes & Teens, Inc.
    k. National Partnership for Environmental Technology Education (NPETE) Agreement
    l. NWN Pen Testing Scope of Work
    m. Full-Time Appointments:
        1. Karen Aiello (Data and Analytics Manager, Advancement)
        2. Camila Alvarez (Associate Dean of Health Science, Health and Human Sciences)
        3. Lisa Anduze (Career Coordinator, Clark Advanced Learning Center)
        4. Manuel Caballero (Financial Aid Advisor, Financial Aid Specialists)
        5. Gabrielle Clark (Student Success Center Coordinator, Enrollment Management)
        6. Jeff Mead (Senior ERP Technical Analyst, Computing Support Services)
        7. Lynne O'Dell (Academic Coordinator, Educational Talent Search)
        8. Kevin Polissaint (Career Services Advisor, Career Services)
        9. Daniel Lee Post (Research Analyst, Research and Reports)
        10. Rabelys Presti (Library Administrative Coordinator, Libraries)

11. Luis Rosario (Asset Management Specialist, Computing Support Services)
12. Brian Sexton (Director of Fire Science Academy Training Center, Public Services)
13. Cameron Smith (Custodian, Custodial)
14. Dyshon White (Accounts Receivable Specialist, Accounts Receivable)
15. Linda Zeller (Accounts Payable Specialist, Accounts Payable)

n. Retirement:
    1. Anne Savastano (Counselor, Pruitt Campus)
o. Separation of Service:
    1. Krissy Faulk (Advanced Training Coordinator, Criminal Justice Institute)
    2. Jillyn Gardiner (Custodian, Custodial)
    3. Angela Jemison (Academic Advisor, Pruitt Campus)
    4. Justin Rodriguez (Maintenance, Physical Plant/Maintenance)
p. Regular Part-Time Appointments:
    1. Donnie Ingram (Campus Safety Officer-Armed, Campus Safety)
    2. Elaine Torre (Financial Aid Assistant, Pruitt Campus)
q. Part-Time Temporary Non-Instructional Appointments:
    1. Kayla Calix-Hestick (Federal Work Study, Student Wellness)
    2. Robert Graziano (Federal Work Study, Libraries)
    3. Jose Guerrero (Electrical Training Facilitator, Advanced Manufacturing)
    4. Camita Lesage (Federal Work Study, Student Support Services)
    5. Gian Carlo Marrero (Federal Work Study, Student Success Center)
    6. Kevin Singletary (Federal Work Study, Northwest Center)
    7. Hoang Diem Hang Tran (Federal Work Study, Mueller Campus)
    8. Guy Wood (Lifeguard/Instructor, Aquatics)
r. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
    1. Andrea Asciutto (School of Education)
    2. Amanda Bedsole (Adult Secondary Education)
    3. Robert Bowe (Air Conditioning/Heating/Refrigeration Technology)
    4. Jean Cestin (Mathematics)
    5. John Cochrane (Mathematics)
    6. Leonard Feldblyum (Humanities)

7. Jennifer Fox (English and Communications)
8. Keri Horenstein (Practical Nursing/Patient Care)
9. Robert Matlock (Performing and Visual Arts)
10. Steven McFarlane (Humanities)
11. Fernando Varela Mereles (Modern Languages) Emma Nagler (Humanities)
12. Stephany Nevarez (Modern Languages)
13. Mason Russell (Social Sciences)
14. Shelley Jean Shafer (Practical Nursing/Patient Care) Julio Socorro (Mathematics)
15. Freddy Suarez (Mathematics)
16. Marisol Varela (English and Communications)

12. Adjourn – *Chair Thornton*

Indian River State College, Mission Statement

Indian River State College is a comprehensive college accredited to award Associate Degrees, Baccalaureate Degrees, and Career and Technical Certificates. As a leader in education and innovation, IRSC transforms lives by offering high-quality, affordable, and accessible education through traditional and remote delivery.

IRSC is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing diversity
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning

AGENDA ITEM NO. 2

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Student Government Association (SGA) Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
SGA President, Makaria Sandlin will report on:

- **Ready for Finals —** We are in the middle of our college-wide Fall Relax and Recharge series of events to help students de-stress before finals.
- **Collegiate DECA State Conference at The River** — November 13-14, our DECA Chapter hosted the Annual Collegiate State Conference at the Massey campus.
- **CKI Chapter Students Give Back**- Our Circle K International (CKI) Club – Chastain Chapter students are embracing the season of giving by leading college-wide food pantry drives to give back to community members in need.
- **First-Year Experience (FYE) Outcomes –** Continued support for freshmen in their first year of college.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Gracia Buzziz & Makaria Sandlin	DATE: 11/17/26
BOARD ACTION: None required	DATE: 11/17/26

AGENDA ITEM NO. 3

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
RECOGNITION

TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

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

1. Retirement Recognition:
    a. Sikita Goodrich – 15 years of service – *recognized by Troy Shearer*
    b. Dr. Patchara Pongam – 22 years of service – *recognized by Dr. Anthony Dribben*

SUBMITTED BY:	Dr. Tim Moore	DATE: 10/30/26
BOARD ACTION:	None required	DATE: 11/17/26

AGENDA ITEM NO. 4

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the October 27, 2026 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY: Request approval of the October 27, 2026 Board Meeting Minutes.

SUBMITTED BY: Chair Thornton	DATE: 11/17/26
BOARD ACTION:	DATE: 11/17/26

DRAFT

INDIAN RIVER STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

REGULAR MEETING

October 27, 2026

REGULAR MEETING

The regular meeting of the District Board of Trustees of Indian River State College was held on October 27, 2026, beginning at 1:00 PM in the Williamson Conference Center Auditorium, C112 on the Dixon Hendry Campus in Okeechobee, FL.

ATTENDANCE

Those present:
Milo Thornton, Indian River County, presiding
Susan Caron, St. Lucie County
Anthony George, Martin County
Melissa D. Kindell, Okeechobee County
Christa Luna, Okeechobee County J. Brantley
Schirard, St. Lucie County

Absent: Jose Conrado, Indian River County

Also Present:
Timothy E. Moore, Ph.D., President
Kevin Hyde, General Counsel
Suzanne Parsons, Executive Manager, Recorder

Others present:
Michael Hageloh, Executive Vice President of Strategic Initiatives, CMO
Heather Belmont, Vice President of Academic Affairs

Angela Browning, Vice President of Research & Governmental Relations

Edith Pacacha, Vice President of Administration & Finance, CFO

Annabel Robertson, Vice President of Institutional Advancement

Don Bergmann, Chief of Campus Safety

TaTanisha Baker, Associate Vice President of Technology

Floralba Arbelo Marrero, Associate Vice President of Student Life

Chris Puorro, Associate Vice President – IRSC Public Media

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

Rebecca Shearer, Associate Vice President of Enrollment Management

Lindsay Skully, Associate Vice President of Brand Experience

Mia Tignor, Associate Vice President of Academic Affairs

Andrew Treadwell, Associate Vice President of Government & Community Relations

Anthony Dribben, Executive Dean of Math & Science

Stephanie Etter, Executive Dean of Adult and Continuing Education

Patty Gagliano, Executive Dean of Health & Human Services

James Howse, Executive Dean of Business & Applied Technologies

Kris Demarais, Associate Dean of Social Science &

Education

Alex Kanter, Associate Dean of English, Philosophy & Performing Arts

Tiffany Lewis, Associate Dean of Mathematics

Troy Shearer, Associate Dean of Applied Technology

Adriene Jefferson, Dean of Northwest Center

Victoria Ortiz-Lucas, Chief Budget Officer

Luann Hoyseth, Executive Director/Principal – Indiantown High School

Leslie Judd, Executive Director/Principal – Clark Advanced Learning Center

Steven Daniello, Director of Assessment Services

Ashley Richmond, Director of Research & Reports

Lisa Schuyler, Director of Accounting & Financial Reporting

Scott Kimmelman, Athletic Director

Emlyn Anderson, Faculty

Dr. Kate Piatchek, Faculty

Meaghan Ashurst, Staff

Giovanni Barbieri, Staff

Gracia Buzziz Perez, Staff

James Crocco, Staff

Andrew Mahler, Staff

Lorayne Medina, Staff

Jared Queen, Staff

Margarita Rodriguez, Staff

Joe Wilson, Staff

Makaria Sandlin, SGA President

CALL TO ORDER

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

STUDENT GOVERNMENT ASSOCIATION (SGA) REPORT

Makaria Sandlin, SGA President, presented to the Board, for its information, the SGA Report.

Makaria reported on the following:

- Career Fashion Show – drove turnout to Career Services Fall Career Expo; made career-readiness feel approachable, especially for first-gen students.
- Pink Out Volleyball Game – Breast Cancer Awareness Month; school spirit & community support for a cause touching students, staff and families.
- 53rd Annual Leadership Conference outcomes.
- Spirit Week, Midnight Madness & Blue vs. Gold Basketball Game Night – college-wide stress relief right before midterms/withdrawal deadline; builds school pride and belonging.

Chair Thornton thanked Makaria for her report.

RECOGNITION

President Moore presented to the Board for recognition, the following award recipients:

SPAR AWARD RECIPIENTS RECOGNIZED

Rebecca Shearer and Dr. Kate Piatchek recognized the Strategic Planning & Assessment Recognition (SPAR) Award Recipients:

- Health Services/Healthcare Management – Emlyn Anderson

HEALTH SERVICES/ HEALTHCARE MGMT – EMLYN ANDERSON

- Administration and Finance – Edith Pacacha, Lorayne Medina & Meaghan Ashurst

ADMINISTRATION & FINANCE – EDITH PACACHA, LORAYNE MEDINA & MEAGHAN ASHURST

TEAM MEMBERS OF THE MONTH

The following Team Members of the Month were recognized:

- September 2026 – Margarita Rodriguez – recognized by Alex Kanter

SEPTEMBER 2026 – MARGARITA RODRIGUEZ

- October 2026 – Andrew Mahler – recognized by Vonrick Alexander

OCTOBER 2026 – ANDREW MAHLER

REQUEST APPROVAL OF THE SEPTEMBER 22, 2026 BOARD MEETING MINUTES

Chair Thornton requested a motion to approve the minutes of the September 22, 2026 Board Meeting.

MOTION TO APPROVE THE SEPTEMBER 22, 2026 BOARD MEETING MINUTES

On a motion by Tony George, seconded by Brant Schirard and passed by the Board, the minutes of the September 22, 2026 Board Meeting were approved.

OCTOBER 14, 2026 JOINT BOARD RETREAT MINUTES *(FOR INFORMATION ONLY)*

Also included in the packets, for information only, were the October 14, 2026 Joint Board Retreat Minutes.

OPEN TO PUBLIC COMMENT

Chair Thornton reviewed the Rules of Decorum and Conduct for Public Participation at Board Meetings per Board Policy 0169.1. Nine speaker requests were received for public input, so each speaker was allotted three minutes to speak.

All nine speakers were opposed to the proposed Athletic Restructuring Plan eliminating the Swimming & Diving Program.

PRESIDENT'S REPORT

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

- STUDENT HOUSING PARTNERSHIP

  The College has entered into discussions with a P3 Partnership for Student Housing. Further details will be forthcoming.

- ACTION COMING FOR A LAW SCHOOL TO LOCATE ON OUR MASSEY CAMPUS

  An action will be coming next month for a Law School to locate on our Massey Campus for citizens in our community to access graduate education and earn their degree locally.

CALENDAR OF EVENTS

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

STRATEGIC INITIATIVES

Dr. Michael Hageloh presented to the Board, for its approval, the following items:

a. STRATEGIC INITIATIVES - NO UPDATE

   Strategic Initiatives – no update

Indian River State College Real Estate, Inc.:

a. Authorization to proceed with Contract Negotiations with Pulte Home Company, LLC.

AUTHORIZATION TO PROCEED WITH CONTRACT NEGOTIATIONS WITH PULTE HOME CO., LLC

On a motion made by Tony George, seconded by Susie Caron and passed by the Board, Authorization to proceed with Contract Negotiations with Pulte Home Company, LLC was approved.

MOTION ON AUTHORIZATION TO PROCEED WITH CONTRACT NEGOTIATIONS WITH PULTE HOME CO., LLC

b. Request approval for the sale of two College owned excess properties:

SALE OF TWO COLLEGE OWNED EXCESS PROPERTIES LOCATED AT:

1. 2515 S 29th Street, Fort Pierce, FL
2. 2603 S 29th Street, Fort Pierce, FL

2515 S 29TH STREET, FORT PIERCE, FL
2603 S 29TH STREET, FORT PIERCE, FL

On a motion made by Susie Caron, seconded by Brant Schirard and passed by the Board, the sale of the two College owned excess properties located at 2515 & 2603 S 29th Street, Fort Pierce, FL were approved.

MOTION ON SALE OF TWO COLLEGE OWNED EXCESS PROPERTIES LOCATED AT 2515 S 29TH STREET, FORT PIERCE, FL & 2603 S 29TH STREET, FORT PIERCE, FL

Melissa Kindell reported on the Finance Committee Meeting held earlier in the day.

FINANCE COMMITTEE MEETING REPORT

On a motion by Melissa Kindell, seconded by Tony George and passed by the Board, the following Finance Committee Meeting items were approved:

MOTION ON FINANCE COMMITTEE MEETING ITEMS

1. 2026/27 Budget Amendments:

2026/27 BUDGET AMENDMENTS NO. 1 & 2

a. No. 1 – Fund 1, Current Fund – Unrestricted

b. No. 2 – Fund 7, Unexpended Plant

2. Second Amendment to the Global Master Services Agreement between ADP, Inc. and Indian River State College — 2ND AMENDMENT TO THE GLOBAL MASTER SERVICES AGREEMENT BETWEEN ADP, INC & INDIAN RIVER STATE COLLEGE
3. EHR Evolution additional Statements of Work for the Master Professional Services Agreement: — EHR EVOLUTION ADDITIONAL SOW'S FOR THE MASTER PROFESSIONAL SVCS AGREEMENT
   a. #02525_2_B Indian River State College PM – Banner — #02525_2_B IRSC PM – BANNER
   b. #02525_11_R2 Indian River State College DegreeWorks Scribe Renewal — #02525_11_R2 IRSC DEGREEWORKS SCRIBE RENEWAL
4. Ellucian 12-Month Managed Services Agreement for Technical Resources — ELLUCIAN 12-MONTH MANAGED SERVICES AGREEMENT FOR TECHNICAL RESOURCES
5. TeamDynamix Solutions LLC Order Form to replace Solar Winds Service Desk — TEAMDYNAMIX SOLUTIONS LLC ORDER FORM TO REPLACE SOLAR WINDS SVC DESK
6. Condensed Financial Report & Highlights for May & June 2026 *(for information only)* — CONDENSED FINANCIAL REPORT & HIGHLIGHTS FOR MAY & JUNE 2026 *(INFORMATION ONLY)*

Brant Schirard reported on the Academic Affairs & Charter Schools Governance Committee Meeting held earlier in the day. — ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

On a motion made by Brant Schirard, seconded by Melissa Kindell, and passed by the Board, the — MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

following Academic Affairs & Charter Schools Governance Committee Meeting items were approved:

Clark Advanced Learning Center Items:	CLARK ITEMS
1. Performance Pay for Clark Advanced Learning Center personnel resulting from 2025/26 School Year Final Evaluations	PERFORMANCE PAY FOR CLARK PERSONNEL RESULTING FROM 2025/26 SCHOOL YEAR FINAL EVALUATIONS
2. Teacher and Counselor Annual Contract Appointments for the August 3, 2026 – May 27, 2027 School Year	TEACHER & COUNSELOR ANNUAL CONTRACT APPTS FOR AUG 3, 2026 – MAY 27, 2027 SCHOOL YEAR
3. Clark Advanced Learning Center 2026/27 Student Progression Plan	CLARK 2026/27 STUDENT PROGRESSION PLAN
Indiantown High School Items:	INDIANTOWN HS ITEMS
1. Performance Pay for Indiantown High School personnel resulting from 2025/26 School Year Final Evaluations	PERFORMANCE PAY FOR IHS PERSONNEL RESULTING FROM 2025/26 SCHOOL YEAR FINAL EVALUATIONS
2. Teacher and Counselor Annual Contract Appointments for the July 30, 2026 – May 31, 2027 School Year	TEACHER & COUNSELOR ANNUAL CONTRACT APPTS FOR JULY 30, 2026 – MAY 31, 2027 SCHOOL YEAR
3. Indiantown High School 2026/27 Student Progression Plan	INDIANTOWN HS 2026/27 STUDENT PROGRESSION PLAN
4. 2026/27 Indiantown High School Student Policy Handbook & Code of Conduct	2026/27 INDIANTOWN HS STUDENT POLICY HANDBOOK & CODE OF CONDUCT

FACILITIES COMMITTEE MEETING REPORT

Susan Caron reported on the Facilities Committee Meeting held earlier in the day.

CHAIR THORNTON DECLARES CONFLICT OF INTEREST WITH FACILITIES COMMITTEE MEETING ITEM #4 – MOU BETWEEN DBOT OF INDIAN RIVER STATE COLLEGE & ST. LUCIE CO. SHERIFF DUE TO HIS EMPLOYMENT WITH THE SHERIFF'S OFFICE

Chair Thornton declared a conflict of interest with Facilities Committee Meeting Item #4 – Memorandum of Understanding between the District Board of Trustees of Indian River State College and St. Lucie County Sheriff due to his employment with the Sheriff's office. A Conflict-of-Interest Form has been recorded.

MOTION ON FACILITIES COMMITTEE MEETING ITEMS WITH THE EXCEPTION OF ITEM #4 – MOU BETWEEN DBOT OF INDIAN RIVER STATE COLLEGE & ST. LUCIE CO. SHERIFF

On a motion made by Susan Caron, seconded by Tony George, and passed by the Board, the following Facilities Committee Meeting items were approved with the exception of Item #4 - Memorandum of Understanding between the District Board of Trustees of Indian River State College and St. Lucie County Sheriff:

1. Facilities Lease Agreement between Indian River State College and Okeechobee County Economic Development Corporation

FACILITIES LEASE AGREEMENT BETWEEN IRSC AND OKEECHOBEE COUNTY ECONOMIC DEVELOPMENT CORP

2. Architect/Construction/Independent Contractor Agreements:

ARCHITECT/ CONSTRUCTION/ INDEPENDENT CONTRACTOR AGRMTS

Architect Agreement:

ARCHITECT AGREEMENT

a. Addendum #01 to the Architect Agreement with Spiezle Architectural Group	ADDENDUM #01 – ARCHITECT AGRMT WITH SPIEZLE ARCHITECTURAL GROUP
Construction Agreement:	CONSTRUCTION AGREEMENT
a. Paul Jacquin & Son's Construction – Proposal dated 8/21/26 for IRSC Pruitt Campus J Building Refresh	PAUL JACQUIN & SON'S CONSTRUTION PROPOSAL DATED 8/21/26 FOR PRUITT CAMPUS J BLDG REFRESH
Independent Contract Agreements:	INDEPENDENT CONTRACTOR AGRMTS
a. Jacquin & Sons, Inc. Change Order #004, IRSC Phase 3 Remodel Science Bldg. N	JACQUIN & SONS, INC. CHANGE ORDER #004, IRSC PHASE 3 REMODEL SCIENCE BLDG N
b. Jacquin & Sons, Inc. Change Order #005, IRSC Phase 3 Remodel Science Bldg. N	JACQUIN & SONS, INC. CHANGE ORDER #005, IRSC PHASE 3 REMODEL SCIENCE BLDG N
c. Precision Automation Inc., Crime Lab Automation System Installation	PRECISION AUTOMATION INC., CRIME LAB AUTOMATION SYSTEM INSTALLATION
d. TK Elevator Corporation, Oil Line Repairs, Brackett Library, Mueller Campus	TK ELEVATOR CORP, OIL LINE REPAIRS, BRACKETT LIBRARY, MUELLER CAMPUS
e. TK Elevator Corporation, Oil Line Repairs, Y Building, Massey Campus	TK ELEVATOR CORP, OIL LINE REPAIRS, Y BLDG, MASSEY CAMPUS

3. RFQu #24/25-03 Continuing Services Contract Renewals for Construction Management (Year 3 of 3):	RFQu #24/25-03 CONTINUING SERVICES CONTRACT RENEWALS FOR CONSTRUCTION MGMT (YEAR 3 OF 3)
a. Charles Perry Partners, Inc.	CHARLES PERRY PARTNERS, INC.
b. H.J. High Construction	H.J. HIGH CONSTRUCTION
c. Lebolo Construction Management	LEBOLO CONSTRUCTION MANAGEMENT
d. LEGO Construction Co.	LEGO CONSTRUCTION CO.
e. Paul Jacquin & Sons, Inc.	PAUL JACQUIN & SONS, INC.
f. Proctor Construction Co.	PROCTOR CONSTRUCTION CO.
g. Thornton Construction Company, Inc.	THORNTON CONST CO., INC.
h. WELBRO Building Construction	WELBRO BLDG CONSTRUCTION
4. RFQu #24/25-04 Continuing Services Contract Renewals for Mechanical, Electrical, Plumbing (MEP) Services (Year 3 of 3):	RFQu #24/25-04 CONTINUING SVCS CONTRACT RENEWALS FOR MEP SERVICES (YEAR 3 OF 3)
a. BCER Engineering Inc.	BCER ENGINEERING, INC.
b. Cape Design Engineering Co.	CAPE DESIGN ENGINEERING CO.
c. OCI Associates, LLC	OCI ASSOCIATES, LLC
d. SGM Engineering	SGM ENGINEERING
5. RFQu #24/25-05 Continuing Services Contract Renewals for Civil Engineering (Year 3 of 3):	RFQu #24/25-05 CONTINUING SERVICES CONTRACT RENEWALS FOR CIVIL ENGINEERING (YEAR 3 OF 3)
a. Chen Moore and Associates, Inc.	CHEN MOORE & ASSOCIATES, INC.
b. GRAEF	GRAEF

c. Kimley-Horn and Associates, Inc.

KIMLEY-HORN & ASSOCIATES, INC.

d. Miller-Legg

MILLER-LEGG

6. Update the College's Site Designations per amendments for Florida Statute 6A-14.0061 effective 8/3/26.

UPDATE THE COLLEGE'S SITE DESIGNATIONS PER AMENDMENTS TO F.S. 6A-14.0061 EFFECTIVE 8/3/26

On a motion made by Susie Caron, seconded by Brant Schirard and passed by the Board, with Chair Thornton abstaining, the following Facilities Committee Meeting item was approved:

MOTION ON FACILITIES COMMITTEE MEETING ITEM #4 – MOU BETWEEN DBOT OF IRSC & ST LUCIE CO. SHERIFF WITH CHAIR THORNTON ABSTAINING

1. Memorandum of Understanding between the District Board of Trustees of Indian River State College and St. Lucie County Sheriff

MOU BETWEEN DBOT OF IRSC AND ST LUCIE COUNTY SHERIFF

Tony George reported on the Governance and Legislative Affairs Committee Meeting held earlier in the day.

GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING REPORT

On the advice of Counsel, before taking action on any items, the Board was advised that they must vote to discharge Item #2 - the recommendation by the President and Cabinet for the proposed Athletic Structuring Plan from the Committee Meeting, to move it to the Board Meeting for action.

COUNSEL ADVICE ON DISCHARGING COMMITTEE MEETING ITEM #2 – PROPOSED ATHLETIC RESTRUCTURING PLAN TO THE BOARD MEETING FOR ACTION

On a motion made by Christa Luna, seconded by Brant Schirard and passed by the Board, Item #2 - the

MOTION ON DISCHARGING COMMITTEE MEETING ITEM #2 – PROPOSED ATHLETIC

RESTRUCTURING PLAN TO THE BOARD MEETING FOR ACTION

recommendation by the President and Cabinet for the proposed Athletic Structuring Plan was discharged from the Committee Meeting and moved to the Board Meeting for action.

CHANGE IN ORDER OF APPROVAL ITEMS - OPEN PUBLIC COMMENT FOR UPDATES TO BOARD POLICIES

Chair George requested changing the order for approval items and opened the floor to Public Comment for the updates to the Board Policies. Hearing none, Chair George moved to the next item.

MOTION ON BOARD POLICY UPDATES ACCORDING TO NEOLA SUGGESTIONS

On a motion made by Chair George, seconded by Melissa Kindell and passed by the Board, the following Board Policy updates according to NEOLA suggestions were approved:

a. Board Policy #1121, #2121 & #3121 – *Background Screening*

BOARD POLICY #1121, #2121 & #3121 – BACKGROUND SCREENING

b. Board Policy #6320 – *Purchasing and Contracting for Commodities and Contractual Services*

BOARD POLICY #6320 – PURCHASING & CONTRACTING FOR COMMODITIES & CONTRACTUAL SERVICES

c. Board Policy #6605 – *Crowdfunding*

BOARD POLICY #6605 - CROWDFUNDING

d. Board Policy #7442 – *Emergency Opioid Antagonists in College Housing*

BOARD POLICY #7442 – EMERGENCY OPIOID ANTAGONISTS IN COLLEGE HOUSING

e. Board Policy #8420 – *Equal Access/Equal Opportunity, Discrimination, Sexual Misconduct, and Unlawful Harassment*

BOARD POLICY #8420 – EA/EO, DISCRIMINATION, SEXUAL MISCONDUCT, & UNLAWFUL HARASSMENT

f. Board Policy #8422 – *Nondiscrimination on the Basis of Sex in Education Programs and Activities*

BOARD POLICY #8422 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS & ACTIVITIES

g. Board Policy #8423 – *Nondiscrimination on the Basis of Sex in Dual Enrollment Education Programs and Activities*

BOARD POLICY #8423 – NONDISCRIMINATION ON THE BASIS OF SEX IN DUAL ENROLLMENT EDUCATION PROGRAMS & ACTIVITIES

h. Board Policy #8470 – *Safety and Crime Prevention*

BOARD POLICY #8470 – SAFETY & CRIME PREVENTION

i. Board Policy #8900 – *Anti-Fraud*

BOARD POLICY #8900 – ANTI-FRAUD

Chair George requested President Moore and Athletic Director Scott Kimmelman re-present the information they presented in the Committee Meeting regarding the proposed Athletic Restructuring Plan again at the Board Meeting.

RE-PRESENTATION OF INFORMATION PRESENTED IN COMMITTEE MEETING BY PRESIDENT MOORE & ATHLETIC DIRECTOR KIMMELMAN REGARDING PROPOSED ATHLETIC RESTRUCTURING PLAN

President Moore addressed the College's Accomplishments:

COLLEGE'S ACCOMPLISHMENTS

- Promise Program – covers the FULL cost of tuition for a 2-Year Degree capturing 38% of high school seniors in our 4-County Service Region.
- 2026-27 is the 4th Class of Promise Students

- Our graduates build our workforce – 76% stay in our 4-County Service
- Region, 95% Stay in the State of Florida
- The Nursing program expanded in August 2023, so we can now enroll over 500 students (up from 325), and we produce over 200 nurses annually. The program has a 96% NCLEX passage rate and 99% job placement rate.
- In November 2023 we opened the Eastman Advanced Workforce Training Complex enhancing Skill Gap Areas (HVAC, Welding, Automotive Tech, and Manufacturing). We are currently at capacity.
- 92% of our student's graduate debt-free
- 49% of our students are Pell eligible, 51% are first generation in college.
- We have raised more than $90m in new philanthropic gifts.
- Free Adobe, Bloomberg, Wolfram products for all

- Completed $95M in new construction, including a new vocational Charter High School in Indiantown (17 ½ months from gift to completion) with Zero Debt

FUNDING ALLOCATED TO ATHLETICS

President Moore discussed how he, the Athletic Director and the Cabinet Members analyzed the funding dedicated to athletics and funding allocated to the broader student body to determine their recommendation.

COLLEGE ENROLLMENT – 24,000 STUDENTS, 119 ATHLETES

There are over 24,000 students served at the College. Of those, 119 are Student Athletes. There are 24 International Students across all sports (100% on scholarships which include housing, tuition, books, and fees). There are fourteen (14) in Swimming & Diving, Six (6) in Basketball, Three (3) in softball and One (1) in volleyball (no-housing, just books & tuition). Seven (7) athletes are In-District, Seventy-three (73) athletes are In-State and Fifteen (15) athletes are Out-of-State.

TOTAL ATHLETICS DEPARTMENT OPERATIONAL COSTS

<u>Total Athletics Department Operational Costs</u>

- $4.9 M – currently 5% of the overall institutional budget is directed to support athletics. That may appear minimal, but a

closer analysis of the student fee distribution reveals a profound per student spending gap. When evaluating direct operational support and student fee utilization on a per student basis, the expenditure ratio is $41,000 per student athlete (approx. 120 total athletes), compared to $4,000 per general student (approx. 24,000 students). That is a 10-to-1 funding disparity. The institution is spending more to support a single athlete than it does on the primary educational, academic support and career-readiness infrastructure of a standard student. This does not align with our mission.

RESULTS OF ATHLETIC FUNDRAISING EFFORTS OVER THE PAST 3 YEARS

Results of Athletic Fundraising Efforts over the past 3 years:

- $10,000 raised for swimming and diving from 7 individuals & 2 organizations.
- $300,000 raised for baseball & softball from 2 donors and a Golf Tournament
- Since the Agenda was published a donor for baseball has stepped forward to

indicate his desire to provide additional support to Baseball so they may remain in Division 1 by covering the cost of housing.

- It would take an endowment of at least $15-$20 million to support Swimming & Diving for the future.

Competition

COMPETITION

We are the only college in the Florida College System with Swim & Dive Teams. Because the NJCAA has an extremely limited number of member colleges with swimming & diving programs.

THE RIVER RATS SWIM PROGRAM

Please note that The River Rats Swim Program will not be impacted by the proposed athletic restructuring plan recommendation.

ATHLETIC DEPARTMENT BUDGET & SCHOLARSHIP SUPPORT PER DIVISION LEVEL

Athletic Director, Scott Kimmelman addressed the Board and presented the Athletic Department Budget that he presented at the Cabinet and Joint Board Retreat meetings and discussed the scholarship support per division level for all athletes. Athletic Director Kimmelman also noted there is one other Swim & Dive team in the Florida College System, Florida Keys, however we do not compete against them.

MOTION TO TABLE THE PROPOSED ATHLETIC RESTRUCTURING PLAN & REQUEST ADMINISTRATION TO PRESENT A COMPREHENSIVE REPORT WITH OPTIONS REGARDING THE PROPOSED ATHLETIC PLAN AT THE NEXT BOARD MEETING ON NOVEMBER 17TH

After hearing concerns raised by the students, alumni and community members regarding the proposed elimination of the Swimming & Diving program next year, and in consideration of the several options and questions that were raised that the Board would like to explore, Board Member, Melissa Kindell made a motion, seconded by Susan Caron and passed by the Board, to table the proposed Athletic Restructuring Plan and requested the Administration present a comprehensive report with options regarding the proposed Athletic Restructuring Plan at its next meeting on November 17th.

STRATEGIC PLANNING COMMITTEE MEETING REPORT

Christa Luna reported on the Strategic Planning Committee Meeting held earlier in the day.

2026-2029 STRATEGIC, 2026 ANNUAL REPORT

The 2026-2029 Strategic Plan, 2026 Annual Report was provided to the Committee for its information. Committee Chair Luna commented that this is important work and she would like to see these reports more often than once a year. It shows our progress in meeting our goals and serving our mission.

CONSENT ITEMS

Chair Thornton requested a motion on the Consent Items.

MOTION ON CONSENT ITEMS

On a motion by Tony George, seconded by Brant Schirard, and passed by the Board, the following Consent Items were approved:

a. Addendum No. 1 to the Affiliate Partnership Agreement between University of East London and the District Board of Trustees of Indian River State College — ADDENDUM NO. 1 TO THE AFFILIATE PARTNERSHIP AGREEMENT BETWEEN UNIV OF EAST LONDON & DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

b. Clinical Affiliation Agreements: — CLINICAL AFFILIATION AGREEMENTS

   1. Department of Veteran's Affairs, West Palm Beach VAMC (548) and Indian River State College — DEPT OF VETERAN'S AFFAIRS, WPB VAMC (548) AND INDIAN RIVER STATE COLLEGE
   2. Gina's Physical Therapy, Inc. — GINA'S PHYSICAL THERAPY, INC.
   3. Palms at St. Lucie West — PALMS AT ST. LUCIE WEST
   4. St. Lucie County Health Access Network, d/b/a Hands Clinic — ST. LUCIE CO. HEALTH ACCESS NETWORK, D/B/A HANDS CLINIC

c. Dual Enrollment Articulation Agreements effective October 1, 2026 through June 30, 2027: — DUAL ENROLLMENT ARTICULATION AGREEMENT EFFECTIVE 10/1/26 – 6/30/27

   1. Pure Academy — PURE ACADEMY
   2. The Harvey Academy — THE HARVEY ACADEMY
   3. Zoe Live Creative Arts Academy — ZOE LIVE CREATIVE ARTS ACADEMY

d. Facility Use Agreement between Indian River State College District Board of Trustees and — FACILITY USE AGREEMENT WITH INDIAN RIVER STATE COLLEGE DBOT & ST. LUCIE CO. FIRE DISTRICT

St. Lucie County Fire District for the Firefighter Combat Challenge Training Tower	FOR FIREFIGHTER COMBAT CHALLENGE TRAINING TOWER
e. FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between Martin County School District and Indian River State College:	FDOE OFFICE OF APPRENTICESHIP PARTNERSHIP SPONSORSHIP MOU'S BETWEEN MARTIN CO SCHOOL DISTRICT & INDIAN RIVER STATE COLLEGE
1. Construction Trades	CONSTRUCTION TRADES
2. Mechanical Drafting	MECHANICAL DRAFTING
3. Welding Technician	WELDING TECHNICIAN
f. FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between P-098 St. Lucie Public Schools Pre-Apprenticeship Program and Indian River State College:	FDOE OFFICE OF APPRENTICESHIP PARTNERSHIP SPONSORSHIP MOU'S BETWEEN P-098 ST. LUCIE PUBLIC SCHOOLS PRE-APPRENTICESHIP PROGRAM & INDIAN RIVER STATE COLLEGE
1. Cook	COOK
2. Medical Assistant	MEDICAL ASSISTANT
3. Pharmacy Technician	PHARMACY TECHNICIAN
4. Surgical Technologist	SURGICAL TECHNOLOGIST
5. Welder Combination	WELDER COMBINATION
g. Independent Contractor Agreements for the Institute for Professional Development for Adult Educators (IPDAE):	INDEPENDENT CONTRACTOR AGREEMENTS FOR PROFESSIONAL DEV FOR ADULT EDUCATORS

1. Lorri Benjamin	LORRI BENJAMIN
2. Ariel Pechokas	ARIEL PECHOKAS
3. Angela Reese	ANGELA REESE
h. Memorandum of Agreement between District Board of Trustees, Indian River State College and Cleveland Clinic Martin Health	MOA BETWEEN DBOT OF INDIAN RIVER STATE COLLEGE AND CLEVELAND CLINIC MARTIN HEALTH
i. Memorandum of Agreement Program Training Site between the District Board of Trustees of Indian River State College and Boys & Girls Club of Martin County	MOA PROGRAM TRAINING SITE BETWEEN THE DBOT OF INDIAN RIVER STATE COLLEGE AND BOYS & GIRLS CLUB OF MARTIN COUNTY
j. Memorandum of Agreement with Indian River State College, Criminal Justice Institute and SDL Training & Consultants	MOA WITH INDIAN RIVER STATE COLLEGE, CRIMINAL JUSTICE INSTITUTE AND SDL TRAINING & CONSULTANTS
k. PowerDMARC Order Form	POWERDMARC ORDER FORM
l. Property Surplus & Inventory Write-Off	PROPERTY SURPLUS & INVENTORY WRITE-OFF
m. Full-Time Appointments	FULL-TIME APPOINTMENTS
n. Retirement	RETIREMENT
o. Separations of Service	SEPARATIONS OF SERVICE
p. Regular Part-Time Appointments	REGULAR PART-TIME APPOINTMENTS
q. Part-Time Temporary Non-Instructional Appointments	PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS
r. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED	PART-TIME INSTRUCTIONAL CERTIFICATIONS

Vocational Credit; Vocational Supplemental; and Vocational Preparatory)

ADJOURNMENT

There being no further business, the meeting adjourned at 2:47 PM.

Milo Thornton Chairperson	Timothy E. Moore, Ph.D. Secretary

Indian River State College

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 provided the presiding officer has first issued a warning 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.

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.

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
Revised 6/23/26

© Neola 2025

Adopted: October 17, 2023
Last Revised: June 23, 2026

Legal References:

- F.S. 120.525(1)(2)
- F.S. 286.0105
- F.S. 286.011
- F.S. 286.0114
- F.S. 1001.64
- F.S. 1001.65

AGENDA ITEM NO. 6a

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Unfinished Business: Athletic Restructuring Plan

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**

SUMMARY

Chair Thornton to request a motion to take from the table the Request for Approval of the Recommendations by the President and Cabinet for the proposed Athletic Restructuring Plan, originally tabled on October 27, 2026.

Tabled Item:

After a thorough review with Athletic Director Kimmelman of our current operational cost allocations, specifically examining the funding dedicated to athletics and funding allocated to the broader student body, cost data revealed that currently 5% of the overall institutional budget is directed to support athletics. While that may appear minimal at an institutional level, a granular analysis of student fee distribution reveals a profound per student spending gap. When evaluating direct operational support and student fee utilization on a per student basis, the expenditure ratio is $41,000 per student athlete (for approximately 120 total athletes) compared to $4,000 per general student (for approximately 24,000 students). This represents a 10-to-1 funding disparity. The institution is spending more to support the co-curricular experience of a single athlete than it does on the primary educational, academic support, and career-readiness infrastructure of a standard student. This does not align with our mission.

Unfortunately, Swimming & Diving is not a Division 1, 2, or 3 level sport. After reviewing all options available to restructure, the President and Cabinet recommend the following proposed athletic restructuring plan to better align with our mission:

a. Eliminate both the Men's & Women's Swimming and Diving programs, effective at the start of the Fall 2027/28 academic year
b. Transition all remaining sports – specifically Baseball, Softball and Men's Basketball - to Division 2 competition in the Fall 2027/28 academic year *(Note: Volleyball is already competing in Division 2)*
c. Direct the administration to evaluate the feasibility of reinstating the Women's Basketball program for the 2028/29 season, pending resource availability

FISCAL IMPACT: Approximately $2.5 million reduction in budget

---

SUBMITTED BY: Chair Thornton DATE: 11/17/26

BOARD ACTION: DATE: 11/17/26

AGENDA ITEM NO. 6b

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Unfinished Business: Athletic Restructuring Plan – Consider approval of the Original or New Proposed Athletic Restructuring Plan Options with updated implementation options regarding program eliminations, divisional transitions, and program operational cost reductions

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**

SUMMARY:
To address concerns raised at last month's meeting, the 2026 Equity in Athletics Disclosure Act (EADA) Survey report stating expenses of **$3,098,859** for Indian River State intercollegiate athletic activities is not a formal accounting financial statement.

The Department of Education explicitly states in its guidelines that **the EADA Survey is not a formal accounting financial statement**. It is managed as a consumer disclosure report rather than a standard corporate financial audit which requires a CFO's explicit certification.

College Operating Budget 2026/27: $134,240,676 (Board approved 6/23/26)

After a comprehensive review of our current operational cost allocations, specifically examining the funding dedicated to athletics, the following cost data was confirmed by the CFO:

Athletic Budget for FY 2025/26: $5,131,413.83

Current Projected Athletic Budget for FY 2026/27:

Fund 1 – Academic & Education	**$2,874,926.65**
Personnel	$2,491,183.65
Additional Expenses	$383,743.00
Fund 2 – Student Activity Fee	**$698,963.00**
Fund 5 – Student Financial Aid Fee	**$1,952,057.00**
Total:	**$5,525,946.65**

Proposed Athletic Restructuring Options:

Option 1 (Original Proposal – Tabled Item):

a. Eliminate both the Men's & Women's Swimming and Diving programs, effective at the start of the Fall 2027/28 academic year
b. Transition all remaining sports – specifically Baseball, Softball and Men's Basketball - to Division 2 competition in the Fall 2027/28 academic year *(Note: Volleyball is already competing in Division 2)*
c. Direct the administration to evaluate the feasibility of reinstating the Women's Basketball program for the 2028/29 season, pending resource availability

Projected Athletic Budget based on Option 1 (Original Proposal - Tabled Item):

Fund 1 – Academic & Education	**$2,350,237.21**
Personnel	$1,966,494.21
Additional Expenses	$383,743.00
Fund 2 – Student Activity Fee	***$594,867.00**
Fund 5 – Student Financial Aid Fee	**$341,672.00**
Total:	**$3,286,766.21**
Projected Budget Reduction	**$2,239,180.40**

***Over the next 4 years, $100,000 per year will be allocated to Student Activity Fee's from the Athletic Reserve Funds**

Option 2 (New Proposal):

a. Moves department to D2 scholarship status for Baseball, Men's Basketball and Softball
b. Reduces scholarship offerings for Baseball, Men's Basketball and Volleyball to 50% of current allocation.
c. Reduces scholarship offerings for Softball to 75% of current allocation
d. Allows for only tuition and fees for scholarship offerings, book allowances have been removed in this proposal
e. Move Swimming & Diving to Non-Scholarship status in the Fall 2027/28 academic year

Projected Athletic Budget based on Option 2 Proposal:

Fund 1 – Academic & Education	**$2,540,763.21**
Personnel	$2,157,020.21
Additional Expenses	$383,743.00
Fund 2 – Student Activity Fee	**$693,938.00**
Fund 5 – Student Financial Aid Fee	**$163,739.00**
Total:	**$3,398,441.00**
Projected Budget Reduction	**$2,127,505.65**

Option 3 (New Proposal):

a. Transition all sports to non-scholarship divisions in the Fall 2027/28 academic year
b. Eliminate all scholarships except Promise in the Fall 2027/28 academic year
c. Increase local athletic participation across all sports
d. Reduce Personnel Costs

Projected Athletic Budget based on Option 3 (New Proposal):

Fund 1 – Academic & Education	**$2,237, 922.93**
Personnel	$1,854,179.93
Additional Expenses	$383,743.00
Fund 2 – Student Activity Fee	**$685,771.00**
Fund 5 – Student Financial Aid Fee	**$0.00**
Total:	**$2,923,693.93**
Projected Budget Reduction	**$2,602,252.72**

SUBMITTED BY: Dr. Tim Moore & Scott Kimmelman DATE: 11/17/26

BOARD ACTION: DATE: 11/17/26

2026 Equity in Athletics Disclosure Act (EADA) Survey expenses reported for Indian River State College intercollegiate athletic activities

$3,098,859

The Department of Education explicitly states in its guidelines that the EADA Survey is **not a formal accounting financial statement**. It is managed as a consumer disclosure report rather than a standard corporate financial audit which requires a CFO's explicit certification.

Indian River State College FY27 Operating Budget

$134,240,676

Board approved 6/23/26

FY26 Athletics Budget vs. Actuals

		TOTAL	
		BUDGET	EXPENSE
FUND 1 – ACADEMIC & EDUCATION			
52100.11	Personnel	952,168.00	1,972,805.47
70100.12	Pool Maintenance	273,646.00	228,531.68
	Sub-Total	**1,225,814.00**	**2,201,337.15**
FUND 2 – STUDENT ACTIVITY FEE			
52100.12	Athletics	-	-
52100.14	Athletics Training Room	15,000.00	14,543.61
52110.11	Baseball	135,939.00	138,100.80
52120.11	Basketball Men	271,460.00	254,932.63
52100.13	Intercollegiate Athletics	188,267.00	138,061.78
52115.11	Softball	303,380.00	248,165.93
52140.11	Swimming	158,851.00	162,074.00
52175.11	Volleyball	259,400.00	238,846.81
	Sub-Total	**1,332,297.00**	**1,194,725.56**
FUND 5 - STUDENT FINANCIAL AID FEE			
SC0022	Athletic Scholarship	963,116.00	817,943.12
SC0034	Athletic Meal Allowance Scholarship	168,240.00	158,295.00
	Waivers/Exemptions		759,113.00
	Sub-Total	**1,131,356.00**	**1,735,351.12**
	Combined Total	**3,689,467.00**	**5,131,413.83**

FY27 Projected Athletics Budget

		PROJECTED TOTAL
FUND 1 – ACADEMIC & EDUCATION		
52100.11	Personnel	2,491,183.65
	Additional Expenses:	
	Pool Maintenance	266,489.00
	Baseball/Softball Complex - T. Moriarty	107,254.00
	Gymnasium Basketball/Volleyball	10,000.00
	Sub -Total	**2,874,926.65**
FUND 2 – STUDENT ACTIVITY FEE		
52100.14	Athletics Training Room	13,000.00
52110.11	Baseball	58,273.00
52120.11	Basketball Men	58,273.00
52100.13	Intercollegiate Athletics - w/o weight room staff	350,275.00
52115.11	Softball	58,773.00
52140.11	Swimming	104,096.00
52175.11	Volleyball	56,273.00
	Sub -Total	**698,963.00**
FUND 5 – STUDENT FINANCIAL AID FEE		
SC0022	Athletic Scholarship	1,192,944.00
SC0022	Scholarship Exemption/Waiver	759,113.00
	Sub -Total	**1,952,057.00**
COMBINED TOTAL - All Funds & Additional Expenses		**5,525,946.65**

Athletics Budget – Option 1 (Tabled Item) Proposed

		TOTAL
FUND 1 – ACADEMIC & EDUCATION		
52100.11	Personnel	1,966,494.21
	Additional Expenses:	
	Pool Maintenance	266,489.00
	Baseball/Softball Complex - T. Moriarty	107,254.00
	Gymnasium Basketball/Volleyball	10,000.00
	Sub -Total	**2,350,237.21**
FUND 2 – STUDENT ACTIVITY FEE		
52100.14	Athletics Training Room	13,000.00
52110.11	Baseball	58,273.00
52120.11	Basketball Men	58,273.00
52100.13	Intercollegiate Athletics - w/o weight room staff	350,275.00
52115.11	Softball	58,773.00
52140.11	Swimming	-
52175.11	Volleyball	56,273.00
	Sub -Total	***594,867.00**
FUND 5 – STUDENT FINANCIAL AID FEE		
SC0022	Athletic Scholarship	341,672.00
SC0022	Scholarship Exemption/Waiver	0.00
	Sub -Total	**341,672.00**
COMBINED TOTAL - All Funds & Additional Expenses		**3,286,766.21**
*Over the next 4 years $100,000 per year will be allocated to Student Activity Fee's from the Athletic Reserve Funds		

Athletics Budget – Option 2 Proposed

		TOTAL
FUND 1 – ACADEMIC & EDUCATION		
52100.11	Personnel	2,157,020.21
	Additional Expenses:	
	Pool Maintenance	266,489.00
	Baseball/Softball Complex - T. Moriarty	107,254.00
	Gymnasium Basketball/Volleyball	10,000.00
	Sub -Total	**2,540,763.21**
FUND 2 – STUDENT ACTIVITY FEE		
52100.14	Athletics Training Room	13,000.00
52110.11	Baseball	58,273.00
52120.11	Basketball Men	58,273.00
52100.13	Intercollegiate Athletics - w/o weight room staff	350,275.00
52115.11	Softball	58,773.00
52140.11	Swimming	99,071.00
52175.11	Volleyball	56,273.00
	Sub -Total	**693,939.00**
FUND 5 – STUDENT FINANCIAL AID FEE		
SC0022	Athletic Scholarship	163,739.00
SC0022	Scholarship Exemption/Waiver	0.00
	Sub -Total	**163,739.00**
COMBINED TOTAL - All Funds & Additional Expenses		**3,398,441.00**

Athletics Budget – Option 3 Proposed

		TOTAL
FUND 1 – ACADEMIC & EDUCATION		
52100.11	Personnel	1,854,179.93
	Additional Expenses:	
	Pool Maintenance	266,489.00
	Baseball/Softball Complex - T. Moriarty	107,254.00
	Gymnasium Basketball/Volleyball	10,000.00
	Sub -Total	**2,237,922.93**
FUND 2 – STUDENT ACTIVITY FEE		
52100.14	Athletics Training Room	13,000.00
52110.11	Baseball	54,975.00
52120.11	Basketball Men	54,975.00
52100.13	Intercollegiate Athletics - w/o weight room staff	350,275.00
52115.11	Softball	55,475.00
52140.11	Swimming	104,096.00
52175.11	Volleyball	52,975.00
	Sub -Total	**685,771.00**
FUND 5 – STUDENT FINANCIAL AID FEE		
SC0022	Athletic Scholarship	0.00
SC0022	Scholarship Exemption/Waiver	0.00
	Sub -Total	**0.00**
COMBINED TOTAL - All Funds & Additional Expenses		**2,923,693.93**

AGENDA ITEM NO. 7

Indian River State College

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 December 2026 & January 2027
   - **December 11th** – Winterfest, Eastman Advanced Workforce Training Complex, 5:30 PM – 8:00 PM
   - **December 14th** – Fall Commencement Ceremonies**,** MIDFLORIDA Credit Union Event Center, 9221 SE Event Center Place, Port St. Lucie **–** 9 AM & 1 PM – Associate Degrees and all other diplomas/certifications
   - **December 15th** – Fall Commencement Ceremonies**,** MIDFLORIDA Credit Union Event Center, 9221 SE Event Center Place, Port St. Lucie **–** 9 AM Bachelors Degrees, 1 PM – Nursing Pinning & Commencement Ceremony
   - **December 18th** – January 3rd – Winter Break, College Closed
   - **January 18th** – Martin Luther King Jr. Holiday, College Closed
   - **January 26th** – Board Meeting, Wolf High-Technology Center, Room C101, Chastain Campus, Stuart, 1 PM

SUBMITTED BY:	Dr. Tim Moore	DATE:	11/17/26
BOARD ACTION:	None required	DATE:	11/17/26

Board of Trustees
Calendar of Events
December 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11 7th Annual Winter Festival, Massey Campus Eastman Advanced Workforce Training Complex, - 5:30-8:00 PM	12
13	14 Fall Graduation Ceremonies, MIDFLORIDA Event Center, Port St. Lucie, 9 AM & 1 PM (Associate & All other degrees /Cert.) 	15 Fall Graduation Ceremonies, MIDFLORIDA Event Center, Port St., 9 AM & 1 PM (Bachelor's & Nursing) 	16	17	18 Winter Break – College Closed	19
20-31 WINTER BREAK – COLLEGE CLOSED 						

Board of Trustees
Calendar of Events
January 2027

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 Martin Luther King, Jr. Holiday College Closed 	19	20	21	22	23
24	25	26 Board Meeting, Wolf High Tech Ctr. Auditorium, C101, Chastain Campus, Stuart, 1 PM	27	28	29	30
31						

AGENDA ITEM NO. 8

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION & ACTION

TOPIC: Strategic Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Strategic Initiatives:

a. Strategic Initiatives update *(information only)*
b. Request approval of the Memorandum of Understanding (MOU) between the District Board of Trustees of Indian River State College and Thomas M. Cooley Law School

ALTERNATIVE(S): Not approve the MOU

FOR CONTRACTS: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval of MOU

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/30/26

BOARD ACTION: DATE: 11/17/26

AGENDA ITEM NO. 8b

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding between the District Board of Trustees of Indian River State College and Thomas M. Cooley Law School

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X **ACTION/VOTE**

SUMMARY:
Board approval is requested for the attached Memorandum of Understanding between the District Board of Trustees of Indian River State College and Thomas M. Cooley Law School for the proposed academic presence in Building J at the College's Massey Campus in Fort Pierce, Florida to expand access to legal education in the Treasure Coast region.

ALTERNATIVE(S): Not approve

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/30/26

BOARD ACTION: DATE: 11/17/26

MEMORANDUM OF UNDERSTANDING

Between the District Board of Trustees of Indian River State College
and Thomas M. Cooley Law School

This Memorandum of Understanding ("MOU") reflects the current understanding between the District Board of Trustees of Indian River State College ("College") and Thomas M. Cooley Law School ("Cooley") regarding Cooley's proposed academic presence in Building J at the College's Massey Campus in Fort Pierce, Florida.

1. Purpose. The parties intend to establish a framework for Cooley's use of existing classroom, office, and administrative space in Building J. Space in the main library will also be identified for the law students which will include moving the law collection to the main library. Counsel will prepare the final facilities/occupancy agreement (the "Final Agreement"). The proposed arrangement seeks to expand access to legal education in the Treasure Coast region.

2. Facilities and Business Framework. Exhibit A summarizes the anticipated space, fees, support, and implementation requirements for the Final Agreement. The framework also calls for Cooley to advance the College's incremental transaction costs under a separate binding cost-funding agreement before the College incurs additional transaction costs. Both agreements remain subject to legal review and required approvals.

3. Final Facilities Agreement. Counsel will determine the appropriate legal form of the Final Agreement through legal review, which may be a lease, license, facilities-use agreement, or other appropriate agreement or instrument. The Final Agreement will identify assigned space, term and commencement date, payment terms, services, responsibilities, insurance, compliance, use rules, termination provisions, and other matters appropriate to such agreements. Cooley may occupy or use the space only after the parties execute the Final Agreement and obtain all required approvals.

4. Independent Institutions. The College and Cooley remain, and shall remain, independent institutions. Nothing in this MOU creates a legal partnership, joint venture, or agency relationship or authorizes either party to bind the other to any contracts or other commitments. Each institution retains responsibility for its own academic programs, personnel, and operations.

5. College Property. The proposed arrangement concerns existing College facilities. This MOU conveys no leasehold, license, property interest, or occupancy right. The College retains control of its property, subject to any rights expressly granted in the Final Agreement. Expansion remains subject to space availability and College needs.

6. Academic Collaboration. The parties intend to explore educational opportunities for College students and graduates and other mutually beneficial academic activities. These potential benefits are not consideration for the facilities or support unless specifically included as consideration in a later written agreement. Any academic commitments will be separately defined in writing.

7. Review and Approval. The proposed arrangement is subject to facilities, technology, financial, operational, legal, and College governance review. The District Board of Trustees has final approval authority over any lease of college property. Board approval of this MOU acknowledges the non-binding framework; it does not authorize occupancy or replace any required approval of the Final Agreement or separate transaction-cost funding agreement. All required approvals of the Final Agreement must occur before occupancy.

8. Non-Binding Effect. This MOU, including Exhibit A, states the parties' present intentions and is non-binding. It does not obligate either party to execute an agreement, provide or accept space or services, incur costs, or make payments. Enforceable commitments require a separate written agreement executed by authorized representatives after required approvals. Any executed cost-funding agreement will govern independently of this MOU and whether a final facilities agreement is signed.

9. Effective Date. This MOU becomes effective as a non-binding statement of intent on the date of the last signature below. That date does not begin the occupancy term or authorize use of college facilities.

Acknowledged by the authorized representatives of the parties following required institutional approvals:

DISTRICT BOARD OF TRUSTEES OF
INDIAN RIVER STATE COLLEGE

By: _____

Name: Milo Thorton

Title: Chair

Date: November 17, 2026

THOMAS M. COOLEY LAW SCHOOL

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Facilities and Support Business Framework

This Exhibit summarizes the business framework for the proposed Final Agreement. It remains subject to the MOU's non-binding effect, legal review, and required approvals.

1. Launch Framework and Fees. The parties contemplate a three-year launch period in existing Building J space at the Massey Campus, with renewal or adjustment by mutual agreement and required approvals. Fees assume existing rooms in their current general configuration and standard College support (as described in Section 3 below). The Final Agreement will establish launch dates, year boundaries, assigned rooms, schedules, and payment terms.

Launch Semester: One classroom, two offices, and one administrative support/work area; $25,000.

Remainder of Year 1: Same footprint, if continued beyond the Launch Semester; an additional $25,000, for a total Year 1 facilities/support fee of $50,000.

Year 2: Two classrooms, two offices, and an administrative support/work area; $75,000 annually.

Year 3: Three classrooms, two offices, and an administrative support/work area; $100,000 annually.

Year 4 and beyond: Fees to be mutually agreed based on actual assigned footprint and support needs, moving toward full cost recovery using final space, support, and market-informed assumptions.

2. Launch-Readiness Costs. Cooley will fund actual agreed one-time launch-readiness costs, if needed, up to $15,000 unless both institutions agree otherwise in writing. Scope, cost responsibilities, and payment terms will be documented before costs are incurred. This allowance is separate from the transaction-cost advance and facilities/support fees.

2A. Transaction-Cost Advance. Under a separate binding cost-funding agreement, Cooley will advance $20,000 before the College incurs additional transaction costs. The advance will cover documented, incremental legal and other agreed costs directly attributable to negotiating, reviewing, and preparing the arrangement. Any reimbursable internal staff time must use an agreed calculation method. The parties will agree in writing on any additional funding, and Cooley will replenish the advance before the College incurs costs beyond the available balance. The College will reconcile actual costs and return any unused balance when the transaction closes or discussions end. The agreement will address cost eligibility, accounting, reconciliation, and required approvals. Payment will not guarantee approval, execution of a facilities agreement, or occupancy. Cooley shall have no obligation to advance funds to the College until the cost-funding agreement is finalized and signed by both parties.

3. Standard College Support. The fees include the following support for agreed spaces during normal operating conditions, consistent with college policies and the Final Agreement:

Facilities and campus operations: Routine custodial service, maintenance, building operations and utilities; normal access, parking, and safety protocols; basic pre-launch room-readiness review; and occasional moot courtroom use as scheduling permits.

Technology and classroom support: Standard network access under college rules, classroom audiovisual support, campus technology help desk support, and coordination on launch needs, access credentials, and user support.

4. Excluded or Specially Priced Items, If Needed. If needed, these items are excluded from the stated fees and must be scoped, priced, and documented separately before implementation:

(a) Renovations, construction, room reconfiguration, permanent improvements, new furniture, fixtures, equipment, or dedicated Cooley signage.

(b) Dedicated network buildout, special cybersecurity configuration, data separation, and Cooley-specific software, licenses, phones, call routing, or program technology platforms.

(c) After-hours custodial, security, facilities, or technology support outside normal College expectations, and dedicated College staffing for Cooley operations.

(d) Student services, academic advising, financial aid support, library services, or administrative processing for Cooley students unless separately documented.

(e) Damage beyond ordinary wear and tear, and Cooley's legal, accreditation, licensing, insurance, compliance, and program-operating responsibilities.

5. Moot Courtroom. Cooley may request occasional, non-exclusive use of the College moot courtroom for appropriate law-related instruction, recruitment, or community activities at no additional facilities fee. Use remains subject to availability, College scheduling priority, and normal campus access and use rules. Extraordinary after-hours staffing, technology, security, custodial, or setup needs and costs must be approved separately in advance.

6. Space Use and Expansion. Cooley's use will consist of priority use of identified classroom and office space under an agreed schedule. Expansion, including the contemplated increases in Years 2 and 3, remains subject to availability, College needs, and required approvals.

7. Operational Responsibilities. The College will identify available space, coordinate standard support, and retain control of facilities, scheduling, technology, security, and campus policies. Cooley will operate its program and manage academics, personnel, admissions, student matters, compliance, and administration. Cooley will provide program-specific equipment, technology, staffing, insurance, licensing, accreditation documentation, and support, and comply with applicable College policies.

8. Academic Collaboration. Potential activities include student pathways, law-related programming, guest lectures, mock trial, community legal education, and paralegal or legal studies alignment. These are not commitments or facilities/support consideration unless expressly included in a later written agreement.

AGENDA ITEM NO. 8c

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Acknowledgment of Best and Final Offer and Authorization to Advance Purchase and Sale Agreement – Pulte Home Company, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**
____ **DISCUSSION**

SUMMARY:

Pursuant to prior authorization by the District Board of Trustees, Indian River State College Real Estate, Inc., working with its commercial real estate brokers, completed the marketing and evaluation of approximately 105.89 acres of College-owned property in Fort Pierce. The parcel identification numbers comprising the proposed property are included in Exhibit A of the attached Letter of Intent.

Four proposals were received and evaluated. One was withdrawn, one did not meet the advertised minimum purchase price, and one prospective purchaser did not respond to subsequent communications. Pulte Home Company, LLC, the original unsolicited bidder, remained responsive throughout the process and was identified as the only bidder meeting the established requirements.

Pulte has presented a Best and Final Offer (BAFO), reflected in its proposed Letter of Intent dated November 2, 2026, with a purchase price of **$13,557,610** and the following principal financial terms:

- **Initial deposit:** 1% of the purchase price ($135,576.10) deposited into escrow within five business days of contract execution.
- **Due diligence:** An initial 60-day inspection period, with an optional 30-day extension requiring a $20,000 nonrefundable payment released from the initial escrow deposit.
- **Additional deposit:** 4% of the purchase price ($542,304.40) deposited into escrow following the inspection period, bringing the total deposit to 5% ($677,880.50).
- **Closing extensions:** Up to five 90-day extensions, totaling a maximum of 450 additional days. If all extensions are exercised, cumulative nonrefundable deposit releases and payments would total $777,880.50, including the original 5% deposit and an additional $100,000 payment. All amounts are applicable to the purchase price and subject to the terms and conditions of the final agreement.

Pulte requires a formal purchase and sale agreement for review and approval through its corporate process. Accordingly, authorization is requested for the College administration, working with Nelson Mullins (Orlando Office), outside legal counsel to the College, to prepare and negotiate a proposed purchase and sale agreement based on the submitted BAFO terms and present it to Pulte for corporate consideration.

The District Board of Trustees' acknowledgment of the BAFO and authorization to proceed with contract preparation shall not constitute acceptance of a binding agreement, approval of the sale, or authorization to convey the property. **The District Board of Trustees retains sole and final authority to approve any purchase and sale agreement and disposition of the property.** Any proposed agreement must return to the Board for separate consideration and approval.

ALTERNATIVE(S): Decline authorization to advance the proposed transaction.

FOR CONTRACTS:

1. **TERM:** Subject to negotiated due diligence, closing, and extension provisions.

2. **FISCAL IMPACT:** Proposed purchase price of $13,557,610, subject to final contract terms.

3. **TERMINATION TERMS:** To be established in the proposed purchase and sale agreement.

PRESIDENT'S RECOMMENDATION:

Acknowledge receipt of Pulte Home Company, LLC's Best and Final Offer and authorize the College administration, working with outside legal counsel, to proceed with preparation and negotiation of a formal purchase and sale agreement, subject to final approval by the District Board of Trustees.

SUBMITTED BY: Dr. Michael Hageloh	DATE: 11/9/26
BOARD ACTION:	DATE: 11/17/26

October 14, 2026

Subject: Letter of Intent to Purchase Land

This letter is to serve as a Letter of Intent (LOI) for Pulte Home Company, LLC (Buyer) to enter contract negotiations to acquire ± 105.89 acres in Fort Pierce, Florida owned by District Board Trustees IRSC (Seller).

Pulte Home Company, LLC has the capital to complete this transaction, and we will not include any 3rd party lending approvals as part of our offer to purchase. We are flexible, and we are happy to negotiate deal terms. Our team does not use standardized contract templates, and we can make quick updates to reach a mutually beneficial agreement.

We look forward to hearing from you and want to assure you we are prepared to act quickly in working to arrive at a mutually acceptable contract. This offer is valid for one month.

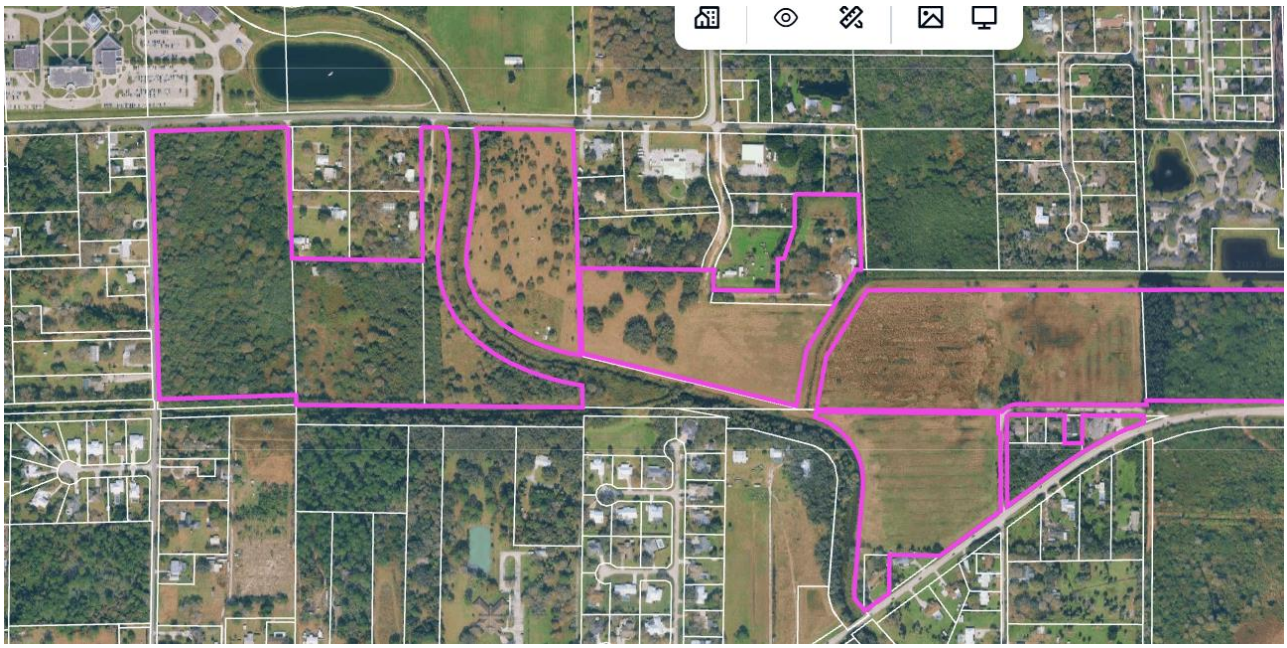
PulteGroup's mission to be America's most respected home builder begins with our site acquisition. On behalf of the PulteGroup Southeast Florida Division, we would be grateful for the opportunity to begin this process with you.

Thank you,

Andrew Maxey

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd, Suite 305
West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

1. **Property Description.** The property consists of +/- 105.89 acres of undeveloped land in Fort Pierce, Florida. Its parcel identification numbers are set forth of Exhibit A, attached hereto. The property is roughly depicted below, with the desired portion highlighted.



2. **Purchase Price**. The Purchase Price will be **$13,557,610**, cash paid at closing.

3. **Intended Use**. Buyer's intended use is a fee simple, residential community.

4. **Deposits/Fees**.
   First Escrow Deposit: The first deposit of **1% of the total purchase price** due within five business days after the parties execute a mutually acceptable contract and is fully refundable to Buyer until the completion of the inspection period.
   Second Escrow Deposit: Upon the end of the inspection period, Buyer will deliver, within five business days, an additional deposit of **4% of the total purchase price** to escrow agent bringing the total deposit to **5% of the total purchase price**.

   The first and second deposits are to be creditable against the total purchase price at Closing. Portions of the Deposit will be released in accordance with the schedule set forth in Section 6 below, and shall be subject to the terms of Section 6. Any portion of the Deposit remaining in escrow at any time will be non-refundable after the expiration of the Inspection Period subject to satisfaction of the Closing Conditions.

5. **Inspection Period**. Buyer will require **60 days** from the signing of the contract in which to investigate the property at Buyer's expense. Buyer shall have the right to one 30-day extension for a fee of $20,000, which shall be released to Seller. The extension fee shall be non-refundable and applicable to the purchase price.

6. **Closing Schedule**. Buyer shall close on the Property within 30 days after the expiration of the Inspection Period (Closing Date). Buyer shall have the right to extend the Closing Date for up to five (5) 90-day periods by releasing portions of the Deposit as set forth in the below schedule. All portions of the Deposit shall become non-refundable to Buyer upon release, except in the event of a Seller default.

    - Extensions 1-3 – Buyer shall release $100,000 of the Deposit from escrow to Seller per 90-day extension, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price;

    - Extension 4 – Buyer shall release the remainder of the Deposit, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price;

    - Extension 5 – Buyer shall send an additional deposit of $100,000 to Seller, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price.

    Closing shall be held on the earlier of (i) the Closing Date, or (ii) within 30 days after satisfaction of all Closing Conditions set forth below.

7. **Closing Conditions**.
    - Future Land Use amendment in accordance with the intended use
    - Rezoning in accordance with the intended use
    - Final site plan approval for intended use
    - Sitework/earthwork permits required for clearing and excavation
    - Water/sewer permits
    - All permits required from any agency, including but not limited to FDEP, SFWMD or NSLRWCD.

8. **Due Diligence Materials.** In the event that the contract terminates prior to Closing for any reason other than Seller's default, Pulte shall provide copies of all due diligence reports and materials to Seller within 30 days after termination.

9. **Title Evidence**. Seller will pay for title insurance in the amount of the purchase price and provide a title commitment during the first twenty days of the inspection period. Permitted title exceptions will be determined by the end of the inspection period.

10. **Broker.** Buyer and Seller agree that they are not represented by any broker in this transaction other than Shane McCain at Illustrated Properties who shall be compensated by Buyer, and Cooper Osteen with SLC Commercial who shall be compensated by Seller pursuant to a separate agreement.

11. **Confidentiality**. Buyer and Seller agree to maintain the terms of this LOI and all negotiations relating to the property as confidential between Buyer and Seller and shall not disclose their existence of this LOI to any other person.

This letter is not intended to create any legal commitments binding upon either Pulte or the Seller. The parties shall become legally bound only if and when they execute a mutually acceptable contract. If the foregoing is acceptable, please indicate your approval by signing this letter and returning an executed copy to Pulte electronically. Upon receipt of your acceptance, Pulte will commence preparation of a mutually acceptable written contract.

Agreed and Accepted:

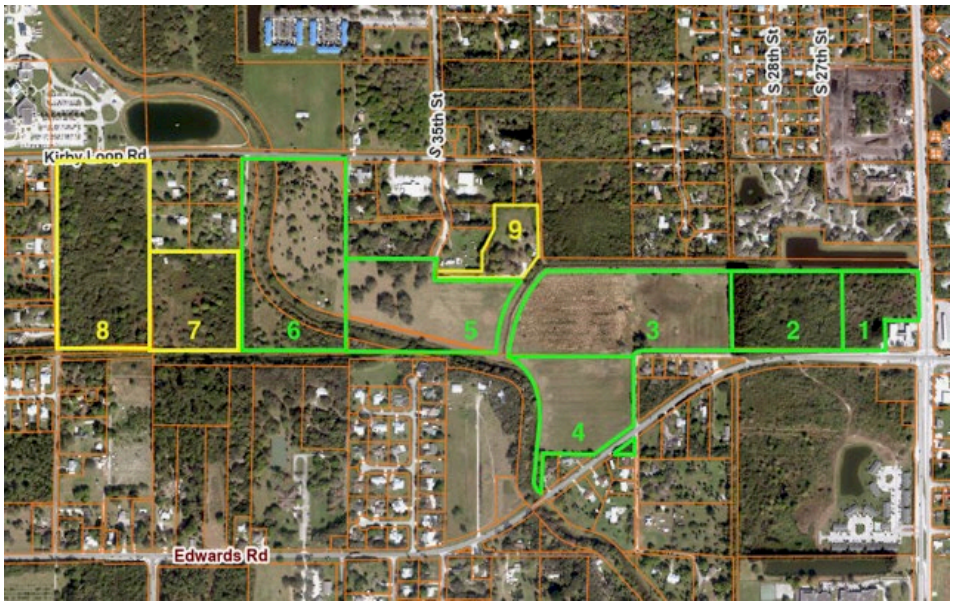
Seller:	**Buyer:**
Signature:	Signature:
Printed Name: Milo Thornton	Printed Name:
Title: Chair, District Board of Trustees	Title:
Date: November 17, 2026	Date:

Exhibit A

- 242044400050005
- 242044300010004
- 242912100240009
- 242912100210101
- 242912100210008
- 242912100230002
- 242034400050008
- 242912300012701
- 242034100040002
- 242034100060006
- 242033100010000
- 241944100010004
- 242912200010005
- 242033200200002
- 242912100200001

EXHIBIT A

					Purchase					
Parcel	Site Address	Parcel Tax ID	Zoning	Acres	Purchase Date	Purchase Price / Acre	Purchase Price	Appraised Value / Acre	Appraisal Value Total	Appraisal Date
1	2580 Edwards Rd	2420-444-0005-000-5	CG	4.87	12/5/11	$ 58,450.70	$ 284,654.93	$ 132,499.51	$ 645,272.61	
2	2800 Edwards Rd	2420-443-0001-000-4	PUD	9.33	12/5/11	$ 58,450.70	$ 545,345.07	$ 132,499.51	$ 1,236,220.43	
3	3100 Old Edwards Rd	2420-344-0005-000-8	R-1	18.29	4/29/12	$ 61,446.51	$ 1,123,856.67	$ 132,499.51	$ 2,423,416.04	
4	TBD	2429-122-0001-000-5	R-1	10.32	4/29/12	$ 61,446.51	$ 634,127.98	$ 132,499.51	$ 1,367,394.94	
5	3515 Kirby Loop Rd	2420-341-0004-000-2	R-1	11.21	4/29/12	$ 61,446.51	$ 688,815.38	$ 132,499.51	$ 1,485,319.51	3/31/26
6	3700 Kirby Loop Rd	2420-331-0001-000-0	R-4	15.20	7/11/00	$ 14,381.57	$ 218,599.86	$ 132,499.51	$ 2,013,992.55	
7	TBD	2420-332-0020-000-2	RS-3	9.96	11/6/12	$ 19,509.67	$ 194,316.30	$ 132,499.51	$ 1,319,695.12	
8	Rodgers Rd	2419-441-0001-000-4	RS-3	19.00	11/6/12	$ 19,509.67	$ 370,683.70	$ 132,499.51	$ 2,517,490.69	
9	3515 S 35th St	2420-341-0006-000-6	AR-1	4.16	6/5/12	$ 66,105.77	$ 275,000.00	$ 132,499.51	$ 551,197.96	
			Total:	102.34		Total:	$ 4,335,399.89		$13,559,999.85	



					Purchase			
Parcel	Site Address	Parcel Tax ID	Property Type	Acres	Purchase Date	Purchase Price	Appraisal Value Total	Appraisal Date
1	2950 Edwards Road	2429-121-0024-000-9	Comm	0.59	11/18/10	$ 230,000	$ 287,500.00	3/12/26
2	3089 Old Edwards Rd	2429-121-0023-000-2	Duplex	0.25	6/8/11	$ 105,000	$ 215,000.00	3/18/26
3	3063 Old Edwards Rd	2429-121-0021-000-8	Duplex	0.25	6/8/11	$ 99,000	$ 200,000.00	3/18/26
4	3049 Old Edwards Rd	2429-121-0021-010-1	House	0.25	12/3/12	$ 100,000	$ 260,000.00	3/20/26
5	3290 Edwards Rd	2429-123-0001-270-1	House	0.62	1/11/10	$ 85,000	$ 430,000.00	3/26/26
10	TBD - Edwards Road	2429-121-0020-000-1	Land	1.24	2/21/11	$ 190,000.00	$ 190,000.00	2/23/26
		Total:		3.2	Total:	$ 809,000.00	$ 1,582,500.00	



AGENDA ITEM NO. 9a

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: 2025/26 School Year School Recognition Funds Dispersal Plan – Clark Advanced Learning Center

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
The dispersal plan for SY 2025/26 School Recognition Funds allocated to Clark by the State of Florida was determined prior to Feb 1, 2027 deadline. As specified by statute, the staff and school advisory council at each recognized school jointly decide how to use the financial award. The total amount awarded was $23,491.00. The plan is to use 5% for instructional supplies and the remainder as a non-recurring bonus as noted below:

- $500.00 for the 1 employee who is new to Clark this year
- Divide the balance between the 21 employees who were at Clark when the grade was earned and remain on our staff ($1038.87 each)

Link for program requirements from FDOE:
https://www.fldoe.org/accountability/accountability-reporting/fl-school-recognition-program/

ALTERNATIVE(S):
Per Florida Statute, if school staff and the school advisory council cannot reach agreement by **February 1**, the awards must be equally distributed to all classroom teachers currently teaching in the school.

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Dr. Leslie Judd	DATE: 10/23/26
BOARD ACTION:		DATE: 11/17/26

AGENDA ITEM NO. 9b

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding (MOU) between Martin County PAL and Clark/Indian River State College District Board of Trustees

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the attached Memorandum of Understanding (MOU) between Martin County PAL and Clark/Indian River State College District Board of Trustees to provide physical fitness, mental wellness, and leadership and character development opportunities for Clark students on campus the remainder of the 2026/27 school year. Clark students will be able to participate in various physical fitness and leadership development opportunities at Clark as part of both curricular offering as well as supplemental activities to meet state standards as well as required resiliency instruction.

ALTERNATIVE(S): Hire additional teachers and equipment and supplies in lieu of the instructors and equipment/materials PAL provides free of cost.

FISCAL IMPACT: None

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Leslie Judd DATE: 10/23/26

BOARD ACTION: DATE: 11/17/26

MEMORANDUM OF UNDERSTANDING
Between Martin County PAL and Clark/Indian River State College District Board of Trustees.

INTENT OF PARTIES

Martin County PAL is a private, nonprofit 501(c)(3) organization formed and operated in the State of Florida. The mission of Martin County PAL is to develop healthy, productive leaders of the future while encouraging a partnership between the community and its law enforcement agencies. Martin County PAL works with youth ages 8–17 who reside in Martin County and participate in programs at its facility in Palm City.

Clark's mission is to equip and empower students for success and the school serves approximately 275 students in grades 9-12. Both organizations share a commitment to supporting youth through positive mentorship, leadership development, and programs that encourage healthy choices and personal growth.

PURPOSE OF AGREEMENT

The purpose of this agreement is to clarify the collaborative partnership between Martin County PAL and the Clark/Indian River State College District Board of Trustees to provide substance abuse awareness and prevention programming, mentorship, and youth development opportunities for students participating in the Martin County PAL mentorship program Mobile PAL.

Through this partnership, Martin County PAL will provide structured programming designed to promote mental wellness, positive decision-making, and healthy lifestyle development.

Program activities will include physical activities and athletics that support mental health improvement through exercise, teamwork, and positive peer engagement. These activities will be combined with leadership and character development lessons focused on helping youth develop better decision-making skills, personal responsibility, and goal setting.

Leadership lessons and mentorship components will be delivered alongside program activities to strengthen personal development, resilience, and life skills, helping youth build confidence and make positive choices.

Martin County PAL and the Clark/Indian River State College District Board of Trustees will work collaboratively to:

- Provide collaborative and synergistic programs to both PAL participants and district students.
- Increase access to mentorship, positive role models, and supportive community relationships.
- Provide positive outlets for youth development through athletics, leadership programming, and mentorship.
- Deliver substance abuse awareness and prevention education to support healthy decision-making among youth.
- Support youth development by promoting positive behaviors, improved decision-making, and increased engagement in constructive activities.

INITIAL RESPONSIBILITIES

Clark/Indian River State College District Board of Trustees agrees to

- Refer youth to participate in Martin County PAL programs including mentorship, athletics, and leadership development opportunities such as the iLead program for Tier 2 intervention support.
- Coordinate with the Program Coordinator and designated staff at Martin County PAL to support student participation and communication.
- Collaborate with Martin County PAL staff to support youth in achieving their personal and developmental goals through agreed-upon mentorship and leadership activities.
- Communicate with Martin County PAL staff regarding student progress and address any concerns or issues that may arise during program participation.

Martin County PAL agrees to

- Provide program registration and parent/guardian consent processes through its online registration system for Clark/Indian River State College District Board of Trustees students at no cost to participating families.
- Provide access to structured programming including leadership development, mentorship, athletics, and youth development activities.
- Incorporate leadership lessons and character development activities designed to help youth build decision-making skills, personal responsibility, and confidence.
- Facilitate physical activities and athletic programming that support mental wellness and positive youth engagement.
- Provide insurance coverage for participating CLARK/INDIAN RIVER STATE COLLEGE DISTRICT BOARD OF TRUSTEES students while engaged in PAL programs and activities.
- Maintain website resources and tools to support registration, communication, and program participation.

Fingerprinting and Background Screening

Martin County Police Athletic League, Inc. ("PAL") shall ensure that all employees, contractors, volunteers, and other personnel providing services under this Agreement meet all applicable federal, state, and local requirements, including any requirements established by the Clark/Indian River State College District Board of Trustees for individuals working with students.

PAL requires all personnel who have direct or indirect contact with youth to successfully complete fingerprint-based criminal history screening conducted through the Martin County Sheriff's Office and the Florida Department of Law Enforcement (FDLE) prior to assignment. Any individual determined to be ineligible under applicable law, School District policy, or PAL policy shall not be permitted to provide services or have direct contact with students.

PAL shall comply with all applicable provisions of Sections 1012.32 and 1012.465, Florida Statutes, and shall maintain documentation verifying that required fingerprinting and background screening have been completed for all personnel providing services under this Agreement.

PAL further agrees that if any employee, contractor, volunteer, or other personnel assigned under this Agreement is arrested for, charged with, or convicted of a criminal offense that may affect eligibility to work with students, PAL shall notify the Clark Advanced Learning Center within forty-eight (48) hours of becoming aware of such information and shall immediately remove the individual from any assignment involving student contact pending review.

Failure by PAL to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in immediate termination of the Agreement by the School District. PAL agrees to indemnify and hold harmless the Clark Advanced Learning Center, its officers, employees, and agents from any liability arising from PAL's failure to comply with the requirements of this section or applicable provisions of Florida law.

Maintenance and Public Access to Records

In compliance with F.S. 119.0701(2018) the Contractor shall:

A. Keep and maintain public records that would ordinarily and necessarily be required by the Clark Advanced Learning Center in order to perform the services provided by the Contractor.

B. Any documents created by the Contractor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

C. Upon request from the Clark Advanced Learning Center custodian of public records, provide the Clark Advanced Learning Center 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.

D. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Clark Advanced Learning Center.

E. Upon completion of the Agreement, transfer, at no cost, to the Clark Advanced Learning Center all public records in possession of the Contractor or keep and maintain public records required by the Clark Advanced Learning Center to perform the service. If the Contractor transfers

all public records to the Clark Advanced Learning Center upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Clark Advanced Learning Center, upon request from the Clark Advanced Learning Center's custodian of public records, in a format that is compatible with the information technology systems of the Clark Advanced Learning Center.

F. If the Contractor does not comply with a public records request, the Clark Advanced Learning Center shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Contractor to compel production of public records where the Contractor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Contractor as authorized by 119.0701, Fla. Stat.

PROGRAM MONITORING AND OUTCOMES

Martin County PAL will monitor and track the progress and outcomes of participating students in order to evaluate the effectiveness of program participation and support continuous improvement.

Martin County PAL may collect and maintain program participation data including attendance, engagement in program activities, leadership lesson participation, and other indicators related to youth development and positive behavioral outcomes.

The Clark/Indian River State College District Board of Trustees may collaborate with Martin County PAL by sharing relevant information from school counselors or designated school personnel that supports understanding student progress and program impact.

Any information shared will be used solely for program monitoring, evaluation, and youth development purposes and will be handled in accordance with applicable privacy policies and student information protections.

This collaborative approach allows both organizations to better understand program effectiveness and support students in developing stronger decision-making skills, positive behaviors, and personal growth.

All student information and/or student data will remain strictly confidential between the parties and shall not be disseminated to any third parties as both parties agree to adhere to all applicable state and federal privacy laws including but not limited to FERPA.

SOVEREIGN IMMUNITY

Nothing in this agreement should be understood to constitute a waiver of the statutory protection afforded Marty County School District under Florida Statute 768.28 and/or pursuant to Florida sovereign immunity protections.

TERM OF AGREEMENT

This Memorandum of Understanding shall be effective August 1, 2026 through July 31, 2027.

The agreement reflects the shared commitment of both organizations to collaborate in providing youth with opportunities that encourage leadership development, healthy lifestyles, and positive decision-making.

SIGNATURES

By signing below, the parties acknowledge and agree to the terms outlined in this Memorandum of Understanding.

_____
Milo, Thornton, Chair
Clark/Indian River State College
District Board of Trustees

Date: November 17, 2026

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

Date: November 17, 2026

_____
Noel M. DelValle
Executive Director MCPAL

Date: _____

AGENDA ITEM NO. 10a

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Facilities Lease Agreement between the District Board of Trustees of Indian River State College and Florida Power and Light.

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
The Facilities Department requests approval of the Facilities Lease Agreement between Indian River State College (IRSC) and Florida Power & Light (FPL). The agreement establishes the terms and conditions for FPL's use of college facilities for training purposes, including the V-444 conference room at the Massey Campus and the college's solar fields.

The lease is $1,920 per month for an initial one-year term, with the option to renew for two additional one-year periods.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** January 1, 2027 - December 31, 2027
2. **FISCAL IMPACT:** $23,040.00 per year
3. **TERMINATION TERMS:** 60-Days' notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/29/26

BOARD ACTION: DATE: 11/17/26

FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (Hereinafter referred to as "**Agreement"**), is made and entered into as of this **28** day of **October 2026** (the "**Effective Date**") , by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE ("**Lessor**") and **Florida Power and Light** at 700 Universe Blvd, Juno Beach, FL 33408 (**"Lessee**").

In consideration of the promises, covenants and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Owner and User 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 Users 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-1 through A-3 attached.

2. PREMISES

2.1 Owner hereby grants to User (and its authorized agents and employees) the right and license to use the Premises owned by the Indian River State College ("IRSC") and more particularly identified in 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, User takes and accepts the Premises "as-is" and without any representations or warranties as to the ability to use the Premises for User's purpose.

3. USE OF PREMISES

3.1 User 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) User has agreed to these terms and conditions; (b) Owner has approved in writing; (c) User has satisfied all insurance requirements set forth herein; and User has paid the required deposit and any and all sums outlined in this Agreement. User understands and acknowledges that User 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 Owner does not grant User a license to use any of Owner's other properties or improvements thereon.

3.2 **Common Areas:** User (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, User 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 User understands that the Premises occupy a portion of a building located on a campus of IRSC whose primary mission is to provide educational opportunities and a learning environment for its students. User's activities, functions and schedule shall acknowledge and accommodate IRSC's primary mission. User 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 User could subject User to certain public requirements and premises shall be used solely as office(s) for an active association.

3.4 User shall comply with all building codes and other rules and requirements that Owner is subject to. The Associate Vice President, Tony Quinn for IRSC, 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.

3.5 User 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 User's (or Owner's) insurance coverage of the Premises; or (b) create or permit any nuisance in or on the Premises.

3.6 **Compliance with Laws:** User, at User'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 User'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 User shall obtain and keep current such permit or license at User's sole cost and expense and shall promptly deliver a copy thereof to Owner. Nothing in this Section 3.6, however, shall permit User to make, without Owner's prior written approval, any Alterations to the Premises which otherwise would require Owner's approval under this Agreement, and User shall comply with all of the requirements of this Agreement in making any such Alterations.

3.7 **Hazardous Materials:** User 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 User provides prior written notice to and acceptance by Owner, subject to strict compliance with all local, state and federal laws and regulations. User, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for User to conduct normal business operations in the Premises. From and after the Effective Date, User shall indemnify and hold the Owner 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 User or any User Parties in or about the Premises. The terms of this Section 3.7 shall survive the expiration or earlier termination of this Agreement.

3.8 User hereby covenants to Owner that in the event that an employee of User is involved in an accident or injured on campus, IRSC Campus Security will be notified and Security will file an accident/incident report. User's insurance

company will be responsible for filing any workman's compensation claims with their insurance carrier.

3.9 **Technology:** User shall be responsible for any and all data residing on their independent server(s) and equipment. Moreover, User shall be responsible for any and all backup of User's information, servers, and equipment. Further, User shall be responsible for any and all support – including, but not limited to - problems arising from software, internal networks, PCs, peripherals, patch cabling, terminations, backup power systems, and phone systems residing within the Premises. In the event of any information security breach, User shall assume all responsibility and shall indemnify Owner of any liabilities, losses, damages, costs and expenses (including all attorney's fees and expenses incurred by Owner), causes of action, suits, demands, judgments, and claims.

4. RENTAL

4.1 The term of this Agreement shall commence on **January 1, 2027** and terminate on, **December 31, 2027** unless sooner terminated as hereinafter with an option to renew for an additional two (2) one (1) year periods. Renewals may be added upon mutual agreement of the Owner and User. Agreement renewal will be confirmed no less than sixty (60) days before the expiration if extended.

4.2 User agrees to pay Owner, on or before the first business day of each month of the term of this Agreement, a monthly fee of **One Thousand Nine Hundred Twenty and No/100 Dollars ($1,920.00) for Massey Campus V- 444** based on an annual fee rate of **$22.00** per square foot of office space plus any taxes as referenced herein. **Florida Power and Light** will be reasonable for the purchasing a conex trailer and/or storage shed. **Florida Power and Light** will use an approved IRSC contractor for any additions, renovations and modifications, including concrete pad for the storage container.

4.3 User shall pay to Owner 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 on the first day of the month, User shall pay to Owner, as additional rent, a late charge of 5% of monthly rental amount. If any check delivered by User to Owner is dishonored, User shall pay to Owner 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 Owner to User, and Owner shall have all the rights and remedies with respect thereto as Owner has for the nonpayment of rent.

4.4 Owner will install all locks and provide key access to the Premises. User is responsible for notifying Owner which employees are to have keys and collecting said keys from employees upon separation and/or termination of employment. User shall not duplicate Owner's keys. Keys from terminated/separated employees must be immediately returned to the Owner. There will be a charge to the User 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 landlord/tenant, principal and agent, partnership, joint venture or other type of business relationship between the parties other than the relationship of Owner/User(licensee).

5. SECURITY DEPOSIT

5.1 As security for the full and faithful performance by User of each and every one of its duties and obligations under this Agreement, User agrees to deposit with Owner, prior to occupancy, a security deposit in cash in an amount equal to one month's rent **$0.00.** Owner shall place the security deposit in a non-interest bearing account.

5.2 Upon default by User of any of its obligations under this Agreement, not cured within fifteen (15) days of the date of such written notice of default, Owner 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 Owner by reason of User's default of any of User's obligations of this Agreement. In the event Owner uses, applies or retains the whole or part of User's security deposit, User shall pay to Owner immediately such amount that will fulfill User'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 User shall have kept all of its duties and obligations hereunder, Owner shall return to User all the security so deposited with Owner.

6. UTILITIES

6.1 No Common Area Maintenance ("CAM") fees or utility bills will be assessed against the User.

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 Owner during normal business hours Monday through Friday.

6.3 Normal and reasonable custodial services shall be provided by the Owner

6.4 Owner shall provide a garbage receptacle and garbage pickup at the Owner's expense. Owner shall also provide a recycling receptacle for paper products, but it shall be the User's responsibility to discard the materials in the appropriate recycling bin within the building in which the Premises are situated.

6.5 Owner will provide hardwired data and phone lines.

7. CONSTRUCTION MAINTENANCE AND REPAIR

7.1 Owner agrees to maintain and keep the Premises in good repair, exclusive of any repairs made necessary by the actions of the User or User's agents, employees or invitees.

7.2 User shall report promptly in writing to Owner all items that User contends Owner is under a duty to provide maintenance and repair.

7.3 User shall not make improvements or alterations to the Premises without the prior express written consent of Owner. User shall submit construction plans and specifications for all improvement or alterations to the Premises to the Owner's The Associate Vice President, Tony Quinn for review and approval within 30 days prior to performing and improvements or alterations. User shall be subject to the Owner'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 Owner ordered by User shall be borne solely by User.

7.5 In the event that the Owner's equipment or any other property belonging to Owner is damaged or destroyed by User (excluding ordinary wear and tear), User 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 Owner. User shall remove all of User's personal property from the Premises on or before the expiration or termination of this Agreement. User shall repair all damage to the Premises resulting from the removal of User's personal property. User agrees that all of User's personal property in or on the Premises is located there at User's risk and Owner shall not be liable for any damage thereto or loss thereof including damages caused by the negligence of Owner, its officers, directors, employees and/or agents.

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

7.8 Owner shall have the right, at User's sole cost and expense, to install separate metering for electricity and water to the Premises. In addition, User shall reimburse Owner within ten (10) days after Owner's written request for the cost of providing heat and air-conditioning to the Premises in excess of that required for normal office use or outside of Business Hours and the cost of providing power to the Premises for other than normal desktop office business equipment. Owner shall have no liability to User for any damages or personal injuries to any person directly or indirectly resulting from, nor shall there be any Rent abatement by reason of, any interruption or curtailment whatsoever in utilities and other services.

8. INSPECTION

8.1 User shall permit Owner, 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, User agrees to a minimum of one (1) annual fire safety inspection to be performed by Owner, IRSC Building Official, IRSC Fire Marshall, and SLC Fire Marshall as well as a minimum of two (2) safety and sanitation inspections by Owner, 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**: User 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 Owner 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:** User 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 User shall submit a Certificate of Insurance on the aforementioned policies of such insurance with Owner prior to occupancy of the Premises and on the policy renewal date each year thereafter.

9.4 User is responsible for insuring at its sole expense its own property which may be brought upon the Premises, (if and when this occurs) and User shall be responsible for insuring any of their property brought upon the Premises at any time. User waives any claims and its respective related parties, for such loss or damage. The failure of the User to insure its property shall not void this waiver. Owner and its respective related parties shall not be liable for, and User hereby waives all claims against such parties for business interruption and losses occasioned thereby sustained by User or any person claiming through User 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 User. Except to the extent resulting from the gross negligence or willful misconduct of Owner or any Owner Party, User shall indemnify, defend, and hold Owner 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 User 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 User, any User Parties, or any person occupying the Premises through User.

10. DESTRUCTION OR DAMAGE TO PREMISES

10.1 If the Premises are totally destroyed or rendered untenantable by storm, fire, earthquake, hurricane or other natural catastrophe, this Agreement shall terminate as of the date of such total destruction or untenantable, with no obligation of Owner to rebuild or provide other rental premises for User. Any rental or other obligations accrued by or to the parties to this Agreement shall be accounted for between Owner and User as of the date when the Premises were destroyed or rendered untenantable.

10.2 If the Premises are partially destroyed or rendered partially untenantable by storm, fire earthquake, hurricane or other natural catastrophe, User shall have the option to elect either to terminate this Agreement by written notice to Owner in accordance with Section 21 or to continue this Agreement in force with an appropriate abatement of rent and without obligation of Owner to repair, restore or rebuild the Premises at any time, even if User elects to continue this Agreement. The Premises shall be considered partially destroyed or rendered partially untenantable when at least ten percent (10%) but less than one hundred percent (100%) of the Premises are destroyed or rendered untenantable.

11. TRANSFER, SUBLETTING AND ASSIGNMENT

11.1 User acknowledges that User has no right to transfer, assign or sublet this Agreement, or any right or privilege of User under this Agreement without prior, express, written consent of Owner.

11.2 Any assignment or sublease that is not in compliance with this Section 11 shall be void. The acceptance of rental payments by Owner from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such assignment or sublease by Owner.

12. DEFAULT

12.1 If User defaults in the payment of any monetary obligation identified herein to Owner and remains in default for ten (10) calendar days after the date of service of notice of such default by Owner on User; or if User defaults in the performance of any other covenant or provision of this Agreement required to be complied with by User and remains in default for thirty (30) calendar days after the date of service of notice of such default by Owner on User, then, Owner may at once terminate this Agreement by written notice to User.

12.2 On the Agreement expiration date, User shall quit and surrender the Premises to Owner. The Premises shall be surrendered to Owner vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. User shall remove all of User's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of User, all User-Owned Property, and all Alterations that User is required to remove. User shall repair any damage to the Premises, including any damage caused by such removal. If User fails to repair any damage caused by the removal of any Alterations, User shall reimburse Owner for all costs and expenses incurred by Owner in making any repairs and replacements to the Premises. Any property (including User-Owned Property) not removed by User shall be deemed abandoned and, if Owner so elects, deemed to be Owner's property, and may be retained or removed and disposed of by Owner in such manner as Owner shall determine. User shall reimburse Owner for all costs and expenses incurred by Owner 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, Owner may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of User. Owner's failure to exercise its rights after one or more defaults of User shall not be construed as a waiver of Owner's rights upon any subsequent default.

13. TAXES

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

13.2 User shall be responsible and required to pay the Owner an amount sufficient to discharge all taxes identified in this Section 13.

14. EXTERIOR SIGNS

14.1 User 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 Owner.

15. FIXTURES AND PERSONAL PROPERTY

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

16. TERMINATION AND NO HOLDING OVER

16.1 User shall vacate the Premises promptly upon termination of this Agreement. Any holding over or continued use or occupancy of the Premises by User after termination of this Agreement, without the express written consent of Owner, is not permissible and User shall be required to vacate the Premises immediately without notice.

16.2 User and Owner each shall retain the option to terminate this Agreement at any time by giving sixty (60) days written notice of User's or Owner's intention to exercise such option to terminate.

16.3 Upon any such termination, User shall surrender the Premises to Owner and remove all personal property from the same and, without requiring legal action to be taken by Owner, Owner may enter in and upon the Premises and take immediate possession and control of the Premises to the complete exclusion of User.

16.4 User agrees to return the premises to the Owner 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 Owner to exercise any right or power given to Owner under this Agreement, or to insist upon strict compliance by User with the provisions of this Agreement, and no custom or practice of Owner or User at variance with the provisions of this Agreement, nor acceptance by Owner of rent or any other payments from any person other than User, shall constitute a waiver of Owner's right to demand exact and strict compliance by User 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 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. 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 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 numbers of times designate a different address to which notices to said party shall be given.

To Owner:	To User:
Tony Quinn, AVP Facilities	
Indian River State College	
3209 Virginia Ave	
Fort Pierce, FL 34981	

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the full, complete and entire agreement between Owner and User; no agent, employee, officer or representative of Owner or User 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 Owner and User, 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 Owner and User 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. User 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 User hereby agrees to such exclusive jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

OWNER

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

APPROVED BY: _____ **DATE:** **November 17, 2026**
Milo Thornton, Chair

APPROVED BY: _____ **DATE:** **November 17, 2026**
Timothy E. Moore, Ph.D., President

RECOMMENDED BY: _____ **DATE:** **November 17, 2026**
Tony Quinn, AVP, Facilities

USER

Florida Power and Light (FP&L)
Address: 700 Universe Blvd., Juno Beach, FL 33408

APPROVED BY: _____ **DATE:** _____

LEASED BY: _____ **DATE:** _____

LEASED BY: _____ **DATE:** _____

AGENDA ITEM NO. 10b

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: RFQ # 25/26-02 College-Wide Roofing, Repairs, Replacement Renewal (Year 2 of 3)

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
The College issued Solicitation No. 25/26-02 for roof repairs and replacements across all campuses and buildings not covered under warranty. The Facilities Department requests approval to renew the contracts for Year 2 of the three-year term with the following contractors:

- Advanced Roofing, Inc
- Atlas Apex Roofing, LLC

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** December 1, 2026, to November 30, 2027 (Year 2)
2. **FISCAL IMPACT:** $0
3. **TERMINATION TERMS:** Yearly on or before November 30, 2027

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/29/26

BOARD ACTION: DATE: 11/17/26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

October 19, 2026

Advanced Roofing, Inc
1950 NW 22nd Street
Fort Lauderdale, FL 33311
michaelk@advancedroofing.com
Office: (954) 522-6868
Cell: (954) 553-8577

Re: Notice of Award Renewal , RFQ 25/26-02 College Wide Roofing Repairs & Replacement

Dear Michael,

Thank you for your continued partnership with Indian River State College on **College Wide Roofing Repairs & Replacement** Request for Quote #25/26-02.

This letter serves as official notification that Indian River State College is exercising its option to **renew the contract** with **Advanced Roofing, Inc.** for an additional one-year term.

The renewal term will begin **December 1, 2026** and conclude **November 30, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **second year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Indian River State College

Advanced Roofing, Inc.

Approver:

BY: _____

Print Name: Robert P. Kornahrens

Title: President

Date: 10.20.2026

Witness:

BY: _____

Print Name: Faith Williams

Title: Government Projects Coordinator

Date: 10.20.2026

Indian River State College

Recommended By:

_____

Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: 10/20/2026

Approved By:

_____

Dr. Timothy Moore
President

Date: 10/29/26

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

October 19, 2026

Apex Roofing USA, LLC
281 NE 32nd Street
Oakland Park, FL, 33334
O: 954.565.1567 // C: 954.565.1568
hgembala@apexroofing.net

Re: Notice of Award Renewal , RFQ 25/26-02 College Wide Roofing Repairs & Replacement

Dear Henry,

Thank you for your continued partnership with Indian River State College on **College Wide Roofing Repairs & Replacement** Request for Quote #25/26-02.

This letter serves as official notification that Indian River State College is exercising its option to **renew the contract** with **Apex Roofing USA, LLC.** for an additional one-year term.

The renewal term will begin **December 1, 2026** and conclude **November 30, 2027**, in accordance with the terms and conditions set forth in the original solicitation document and subsequent agreement. All other terms, conditions, and obligations of the existing contract shall remain in full force and effect during this renewal period. This renewal represents the **second year of a possible three-year agreement term.**

Please provide an updated Certificate of Insurance listing the Indian River State College District Board of Trustees as an additional insured party prior to the start of the renewal term.

You are requested to acknowledge your acceptance of this Notice of Renewal in the space provided below and return a signed copy via email to **Madyson Klipstine at mlee3@irsc.edu**.

Thank you for your continued service and commitment to supporting the needs of Indian River State College.

Sincerely,
Madyson Klipstine | Purchasing Agent
Indian River State College

MADYSON KLIPSTINE
772-462-7356
MLEE3@IRSC.EDU

Apex Roofing USA, LLC

Approver:

BY: _____

Print Name: _____

Title: _____

Date: _____

Witness:

BY: _____

Print Name: _____

Title: _____

Date: _____

Indian River State College

Recommended By:

_____

Tony Quinn, AVP of CAPITAL PROJECTS, PLANNING, PROCUREMENT AND FACILITIES

Date: _____

Approved By:

_____

Dr. Timothy Moore
President

Date: _____

AGENDA ITEM NO. 10c

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Change Orders/Independent Contractor Agreements

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
The Facilities Department submits the following Change Orders/Independent Contractor Agreements for the following vendors and project approval:

- Charles Perry Partners, Inc, Change Order #OC-002, Pruitt Restrooms $12,110.82
- Charles Perry Partners, Inc, Change Order #02, Pruitt Student Success ($500.00)
- Charles Perry Partners, Inc, Change Order #05, Pruitt Student Success $10,204.00
- Everon, LLC, Starlink Cell Service Installation & Monitoring Terms Addendum $28,955.25
- Impact Sport Surfaces, Massey Campus Gymnasium $ 9,972.00

ALTERNATIVE(S): None

FISCAL IMPACT: See above

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tony Quinn DATE: 10/29/26

BOARD ACTION: DATE: 11/17/26

Indian River State College

CHANGE ORDER FORM

Change Order No. OC_002 Contract ID No. 01-05-26106 Date 09/15/2026

Vendor: Charles Perry Partners, Inc

Vendor Address: 8200 NW 15th Place Suite 135 Gainesville, Florida, 32606

Project No./Name: 01-05-26106 - IRSC Pruitt Restroom

Change Order Proposal(s), dated 09/15/2026 are hereby being designated for approval of the following work:

(Note: If more space is needed for description of work, attach additional 8-1/2" x 11" sheets hereto.)

This Change Order (attached)

Change Order Proposal Justification: add 6 hand dryers

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☐, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of **$12,110.82**.

The Time of Completion is extended 45 calendar days ☒, is unchanged ☐, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is 0 calendar days. If the completion date was extended or reduced, the new completion date of the Project is N/A (11/16/2026).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	1st and 2cd Floor Restroom R&R		$274,331.00
Change Order #1	3rd Floor Restroom R&R	0	$127,124.00
Change Order #2	Add 6 Hand Dryer	45	$12,110.82
Current Totals			$413,565.82

ACCEPTED AND AGREED

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act/modify the above-referenced Contract on Architect/Engineer/Contractor's behalf and acknowledge that Indian River State College is relying on their representations to that effect.

Architect/Engineer	Name and Title (print) Signature	Date
Charles Perry Partners, Inc Contractor (Name of Firm)	Michael Conley Director Name and Title (print) Signature	10/13/2026 Date
Indian River State College - Employee Recommending Change Order Approval	Name and Title (print) Signature	10/13/26 Date

This Change Order is not fully executed or enforceable until authorized signatories in the "Approval" section below have duly executed this form.

CONTRACT STATUS		APPROVAL	
Original Contract Value	$274,331.00	PRESIDENT (or Authorized Designee) *	DATE
Aggregate Previous Contract increases by CO/Amendment	$127,124.00		
Aggregate Previous decreases by CO/Amend	$0.00	Department VICE PRESIDENT (or Authorized Designee)	DATE
Value After Prior COs/Amend	$401,455.00		
This CO/Amend Increases ☒ Decreases ☐	$12,110.82	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	$413,565.82	(Verification)	

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Change Request

Project:
01-05-26106 - IRSC Pruitt Restroom

To:
District Board of Trustees of Indian River State College
Indian River State College, 3209 Virginia Avenue
Fort Pierce Florida, 34981

Request for Change Order Number: CA002
Title: Add 6 Hand Dryer
Request for Change Order Date: Sep 15, 2026

Contract Date: Aug 26, 2026

We propose to make the following changes in this contract:

CE:CE003

Cost Items:

Number	Name	Description	Amount
01	Add 6 Hand Dryer	Add 6 electric hand dryers.	$10,645.00

Markups for above items are listed below:

Number	Name	Amount
02	Builders Risk	$40.45
03	P&P Bond	$91.55
04	General Liability	$56.42
05	CM Fee	$1,277.40

The total Cost to perform the work as described above is a CHANGE of $12,110.82.
The contract duration will be increased / decreased by 0 days

Please indicate your acceptance and approval of this additional work in the space provided below **The parties agree that the signatures to this Change Request maybe affixed electronically by whatever means the parties deem most expedient and that once the Change Request is conveyed with a signature, however its affixed, it will be binding on the signing party**

CONTRACTOR	OWNER
Charles Perry Partners, Inc.	**District Board of Trustees of Indian River State College**
BY *(Signature)*	**BY** *(Signature)*
Michael Conley	Tony Quinn

Pursell Southern, Inc.

Residential, Commercial, & Industrial Services
15824 70th Trail North, West Palm Beach, Florida 33418
***Telephone**: (856) 261-2487*

Change Order 01
Thursday, September 10, 2026

Vendor:
CPPI
400 Toney Penna Drive, Suite C
Jupiter, FL, 33458

Job Name:
Indian River State College Pruitt Campus
500 NW California Blvd
Port St Lucie, FL 34986

Code	Check one: Site Building X	Cost
	This change order is for the revision to scope from the time of the bid	
	-Provide (6) additional excel xlerator 120V hand dryers in brushed stainless steel -Provide power from existing electrical panels on each floor on dedicated circuits to (6) new hand dryer units. Wiring to be run in mc cable. -Adjust panel directories to reflect changes	$ 10,645.00
	NOTE: The Change Order has added zero working days to the project schedule and becomes part of and in conformance with the existing contract.	
	Total Change Order:	$ 10,645.00
	WE AGREE hereby to make the change (s) specified above at this total price:	$ 10,645.00

Date	Date 9/10/26
Authorized Signature (CPPI)	Authorized Signature (Pursell)

Indian River State College

CHANGE ORDER FORM

Change Order No. 02 Contract ID No. PO-036621 Date June 24, 2026

Vendor: Charles Perry Partners, Inc.

Vendor Address: 8200 NW 15th Place, Gainesville, FL, 32606

Project No./Name: IRSC J Building-Pruitt Campus- Student Success Renovation Per Proposal Dated 11.11.25

Change Order Proposal(s), dated **6/24/2026,** are hereby being designated for approval of the following work:

This Change Order includes a Time of Completion extension for the mutually agreed-upon Date of Substantial Completion due to the project team's availability to conduct the Substantial Completion Inspection.
Also includes a contract deduction for the GMP Allowance work that will instead be completed by IRSC's signage vendor.

Change Order Proposal Justification:

During the scheduling of the project Substantial Completion Inspection, scheduling conflicts arose, and all parties mutually agreed to a project Time of Completion extension to accommodate them.

Within the project GMP, CPPI included an allowance for the installation of the Student Services Sign. During the coordination of the Owner-provided signage, it was mutually agreed upon to award this installation to IRSC's signage vendor to complete a turnkey scope. Additionally, the desk LED strip light will be provided and installed by this vendor, as it will be incorporated into the final signage display/installation.
CPPI utilized the Electrical LED strip & switch control GMP budget for the additional electrical infrastructure in the desk that wasn't shown to support this signage & lighting installation.

CPPI has not requested additional General Conditions associated with this extended time and has elected to absorb these costs into the original General Conditions GMP budget.

This change order was originated by the Contractor ☒, Architect/Engineer ☒, IRSC ☒, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☐, a decrease ☒, no change ☐, of **$(500.00)**.

The Time of Completion is extended 6 calendar days ☒, is unchanged ☐, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is 6 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 07/06/2026 (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	CPPI GMP Dated November 11, 2025	90	$422,656.00
Change Order #1	Revision 1 Drawings, April 23, 2026	14	$68,965.83
Change Order #2	IRSC SC Extension & Signage Deduct	6	$(500.00)
Current Totals		110	$491,121.83

ACCEPTED AND AGREED

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act/modify the above-referenced Contract on Architect/Engineer/Contractor's behalf and acknowledge that Indian River State College is relying on their representations to that effect.

Spiezle Architectural Group, Inc. Architect/Engineer	John F. Wright, AIA, LEEDap - Principal Name and Title (print) Signature	6/24/2026 Date
Charles Perry Partners, Inc. Contractor (Name of Firm)	Lukas Burchianti, Senior Project Manager Name and Title (print) Signature	6/24/2026 Date
Indian River State College - Employee Recommending Change Order Approval	Tony Quinn - AVP of Facilities Name and Title (print) Signature	10/19/2026 Date

This Change Order is not fully executed or enforceable until authorized signatories in the "Approval" section below have duly executed this form.

CONTRACT STATUS		APPROVAL	
Original Contract Value	$422,456.00		10/19/2026
Aggregate Previous Contract increases by CO/Amendment	$68,965.83	PRESIDENT (or Authorized Designee) *	DATE
Aggregate Previous decreases by CO/Amend	$0.00		
		Department VICE PRESIDENT (or Authorized Designee)	DATE
Value After Prior COs/Amend	$491,621.83		
This CO/Amend Increases ☐ Decreases ☒	$(500.00)	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	$491,121.83	(Verification)	

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Owner Change Order

Project:
01-05-26051 - IRSC Student Center Pruitt

Contractor:
Charles Perry Partners, Inc.
8200 NW 15th Place
Suite 135
Gainesville, Florida, 32606

Change Order Number: OC-002
Title: IRSC SC Extension & Signage Deduct
Change Order Date: Jun 23, 2026
Contract Date: Jun 23, 2026

The Parties intend for this Change Order to modify the Contract Agreement between Contractor and Owner (hereinafter referenced in all instances as the "Agreement") for the referenced project and job number; however, to the extent that the terms of this Change Order do not modify said Agreement, the Parties recognize and agree that they remain bound by the Agreement, including but not limited to the terms specifically pertaining to change orders, and that by signing this Change Order, the Parties express their intent to remain so bound.

Detail changes are listed below:

Cost Items:

Number	Name	Description	Amount	PCO#
01	Signage - Work Order Agreement	Deduct GMP Allowance for Installation of Student Services Sign	-500.00	CE007

Markups for the above items are listed below:

Number	Name	Description	Amount	PCO#

Total Approved Change Order: -500.00

Contract scope changes:

Original Contract Sum	422,656.00
Previously approved Change Orders	68,965.83
Contract Sum prior to this Change Order	491,621.83
Contract Sum adjustment by this Change Order	-500.00
Revised Contract Sum including this Change Order	491,121.83
The Contract duration will be increased / decreased	6 days
Revised Substantial Completion Date	

The parties agree that the signatures to this Change Order may be affixed electronically by whatever means the parties deem most expedient and that once the Change Order is conveyed with a signature, however its affixed, it will be binding on the signing party

CONTRACTOR	OWNER
Charles Perry Partners, Inc.	**District Board of Trustees of Indian River State College**
BY *(Signature)*	**BY** *(Signature)*
DATE _____	**DATE** _____

Indian River State College

CHANGE ORDER FORM

Change Order No. 05 Contract ID No. PO-036621 Date September 11, 2026

Vendor: Charles Perry Partners, Inc.

Vendor Address: 8200 NW 15th Place, Gainesville, FL, 32606

Project No./Name: IRSC J Building-Pruitt Campus- Student Success Renovation Per Proposal Dated 11.11.25

Change Order Proposal(s), dated **9/11/2026**, are hereby being designated for approval of the following work:

This Change Order is requested to reconcile actual permit and private provider inspection fees that exceeded the $6,000 allowance included in the Contract. Final costs for permit and inspection services provided by UES totaled $16,204.00, resulting in expenses above the originally carried allowance. The Owner has authorized processing a change order to recover the additional costs and provide proper documentation for project closeout and audit purposes.

Change Order Proposal Justification:

Reconciliation of permit and private provider inspection fees that exceeded the contract allowance. Actual costs surpassed the $6,000 allowance, requiring a contract adjustment to cover the additional expenses incurred.

This change order was originated by the Contractor ☒, Architect/Engineer ☐, IRSC ☒, and I/We do hereby recommend acceptance and approval of the change to the above-referenced Contract which is by this reference, made a part hereof, with an increase ☒, a decrease ☐, no change ☐, of **$10,204**.

The Time of Completion is extended 0 calendar days ☒, is unchanged ☐, is reduced ☐ calendar days, from the total number of days listed in the above-referenced Contract to complete the entire Project. The revised total number of days to complete the entire Project aggregating this Change Order and previously approved Change Order(s) per the Summary of Changes chart below, is 110 calendar days. If the completion date was extended or reduced, the new completion date of the Project is 7/06/2026 (M/D/YYYY).

SUMMARY OF CHANGES			
	Description of Work/Date	Time of Completion/ Calendar Days Extended/Reduced	Dollar Amounts
Original Contract	CPPI GMP Dated November 11, 2025	90	$422,656.00
Change Order #1	Revision 1 Drawings, April 23, 2026	14	$68,965.83
Change Order #2	IRSC SC Extension & Signage Deduct	6	$(500.00)
Change Order #3 VOID	IRSC – Additional Plumbing Work Authorization Allowance - VOID	VOID	VOID
Change Order #4 - CUR	IRSC – Contingency Use Authorization	0	$0.00
Change Order #5	IRSC - Additional Permit and Inspection Fees Beyond Contract Allowance Reconciliation	0	$10,204
Current Totals		110	$501,325.83

ACCEPTED AND AGREED

*Persons signing for Architect/Engineer/Contractor hereby swear and affirm that they are authorized to act/modify the above-referenced Contract on Architect/Engineer/Contractor's behalf and acknowledge that Indian River State College is relying on their representations to that effect.

Spiezle Architectural Group, Inc. Architect/Engineer	John F. Wright, AIA, LEEDap - Principal Name and Title (print) Signature	9/22/26 Date
Charles Perry Partners, Inc. Contractor (Name of Firm)	Lukas Burchianti, Senior Project Manager Name and Title (print) Signature	9/11/2026 Date
Indian River State College - Employee Recommending Change Order Approval	Tony Quinn - AVP of Facilities Name and Title (print) Signature	10/19/2026 Date

This Change Order is not fully executed or enforceable until authorized signatories in the "Approval" section below have duly executed this form.

CONTRACT STATUS		APPROVAL	
Original Contract Value	$422,656.00	PRESIDENT (or Authorized Designee) *	10-29-26 DATE
Aggregate Previous Contract increases by CO/Amendment	$79,169.83	Department VICE PRESIDENT (or Authorized Designee)	10/29/26 DATE
Aggregate Previous decreases by CO/Amend	($500.00)		
Value After Prior COs/Amend	$501,325.83		
This CO/Amend Increases ☐ Decreases ☐	$0.00	CHIEF FINANCIAL OFFICER (or Authorized Designee)	DATE
CURRENT CONTRACT VALUE	$501,325.83	(Verification)	

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Owner Change Order

Project:
01-05-26051 - IRSC Student Center Pruitt

Change Order Number: OC-004
Title: PCCO #05 – Additional Permit and Inspection Fees Beyond Contract Allowance Reconciliation
Change Order Date: Sep 11, 2026
Contract Date: Sep 11, 2026

Contractor:
Charles Perry Partners, Inc.
8200 NW 15th Place
Suite 135
Gainesville, Florida, 32606

The Parties intend for this Change Order to modify the Contract Agreement between Contractor and Owner (hereinafter referenced in all instances as the "Agreement") for the referenced project and job number; however, to the extent that the terms of this Change Order do not modify said Agreement, the Parties recognize and agree that they remain bound by the Agreement, including but not limited to the terms specifically pertaining to change orders, and that by signing this Change Order, the Parties express their intent to remain so bound.

Detail changes are listed below:

Cost Items:

Number	Name	Description	Amount	PCO#
01	PCCO #05 – Additional Permit and Inspection Fees Beyond Contract Allowance Reconciliation	Additional permit and private provider inspection fees exceeding the $6,000 GMP allowance, per owner authorization and supporting UES invoices.	10,204.00	CE011

Markups for the above items are listed below:

Number	Name	Description	Amount	PCO#

Total Approved Change Order: 10,204.00

Contract scope changes:
Provide additional funding for owner-contracted permitting, inspection, and private provider services associated with the IRSC Pruitt Building J Renovation project. This change order compensates CPPI for permit-related costs incurred in excess of the $6,000 permit allowance included in the original contract.

The original contract included a $6,000 allowance for permit and inspection fees; however, the final UES contract value was $16,204.00. As such, CPPI is submitting this change order to recover the $10,204.00 difference between the actual cost and the allowance carried in the contract.

Original Contract Sum	422,656.00
Previously approved Change Orders	68,465.83
Contract Sum prior to this Change Order	491,121.83
Contract Sum adjustment by this Change Order	10,204.00

Revised Contract Sum including this Change Order	501,325.83
The Contract duration will be increased / decreased	0 days
Revised Substantial Completion Date	Jul 6, 2026

The parties agree that the signatures to this Change Order may be affixed electronically by whatever means the parties deem most expedient and that once the Change Order is conveyed with a signature, however its affixed, it will be binding on the signing party

CONTRACTOR	OWNER
Charles Perry Partners, Inc.	**District Board of Trustees of Indian River State College**
BY *(Signature)*	**BY** *(Signature)*
DATE 12/2/25	**DATE** _____

Indian River State College

everOn LEGAL REVIEWED BY: J. Wenzel DATE: 10/26/2026

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF $3,500 OR MORE

WHEREAS, **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "**College**") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **Everon, LLC** (the "**Contractor**") having a principal place of business at **PO Box 872987 Kansas City, Missouri 64187 United States USA** is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: **Equipment and Installation of Starlink Cell Service** to be provided in accordance with the Contractor's Proposal dated **8/21/2026** **[Based on Proposal # 892222331 in accordance with OMNIA # R220701**] attached hereto and marked as **Exhibit A.** The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Massey E, H, EN, J, L, R, U, F, PPO, PS09, PS07, Batting Cage, : 3209 Virginia Avenue, Fort Pierce, FL 34981; Mueller C, D: 6155 College Ln Vero Beach, FL 32966; Chastain: 2400 SE Salerno Rd, Stuart, FL 34997; Dixon-Hendry B: 2229 NW 9th Ave, Okeechobee, FL 34972

3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, ; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Twenty-Eight Thousand Nine-Hundred Fifty-Five and 25/100 dollars ($28,955.25)** and under no circumstances whatsoever shall the fee exceed,
Twenty-Eight Thousand Nine-Hundred Fifty-Five and 25/100 dollars ($28,955.25) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
a. Require the Contractor to work exclusively for the College; and

b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
d. Provide more than minimal training for the Contractor; and
e. Provide tools or benefits to the Contractor; and
f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

a. Any requirement that the College hold harmless another person or entity;
b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
e. Any State Board of Education (SBE)rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the

Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

a. Standard Workers' Compensation coverage as required by Florida law.
b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE** at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Everon, LLC
Contractor/Vendor/Supplier Name

Signature

Brian Bauldree GM
Name and Title

5701 Village BLVD
Address

West Palm Beach, FL 33407
City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

10/27/26
Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA

RECOMMENDED BY:

Administrator's Signature

Tony Avina - AVP

Name and Title

Facilities

College/Department

10/28/26

Date

APPROVED BY:

Dr. Timothy Moore, President

10-29-26

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Exhibit A

everon™

Proposal prepared for:

IRSC

Presented by:

Eldon Cummings

8.21.2026

Sales Agreement ID: 892222331

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building E with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC E-BLDG, 3209 VIRGINIA AVE, E-BUILDING, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00

Signaling	$22.00
Sub Total Monthly Charge:	**$65.00**

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building E with Monitoring Services AMENDED 8 26		
Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00**
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building H HEALTH with Monitoring Services AMENDED 8 26

Site Information: MASSEY - BLDG H - HEALTH SCIEN, 3209 VIRGINIA AVE, IRSC BUILDING H HEALTH SCIENCE, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

Description	Amount
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building H HEALTH with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		~~$65.00~~
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building EN with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING EN, 3209 VIRGINIA AVE, IRSC BUILDING EN, FORT PIERCE, FL 34981

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22

Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building EN with Monitoring Services AMENDED 8 26

Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00** *Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building J with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING J, 3209 VIRGINIA AVE, IRSC BUILDING J, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA

1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub-Total Monthly Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building J with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at Massey Building L with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING L, 3209 VIRGINIA AVE, IRSC BUILDING L, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at Massey Building L with Monitoring Services AMENDED 8 26		
Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00**
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building R with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING R, 3209 VIRGINIA AVE, IRSC BUILDING R, FORT PIERCE, FL 34981

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22*

Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services*

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
Monitoring	~~$43.00~~
Signaling	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building R with Monitoring Services AMENDED 8 26

Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00**
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building U with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING U, 3209 VIRGINIA AVE, IRSC BUILDING U, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA

1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub Total Monthly Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building U with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Building F with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC BUILDING F, 3209 VIRGINIA AVE, BUILDING F, FORT PIERCE, FL 34981

Theory of Operation:

******Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22******

******Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services******

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building F with Monitoring Services AMENDED 8 26		
Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00**
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Maintenance Building with Monitoring Services AMENDED 8 26

Site Information: MASSEY - IRSC MAINTENANCE BLDG, 3209 VIRGINIA AVE, IRSC MAINTENANCE BUILDING, FORT PIERCE, FL 34981

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22

Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
Monitoring	~~$43.00~~
Signaling	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Maintenance Building with Monitoring Services AMENDED 8 26

Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00** *Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY PS 09 CHILLER Building with Monitoring Services AMENDED 8 26

Site Information: MASSEY - TC SC PS B9 CHILLER, 3209 VIRGINIA AVE, 4600 KURBY LOOP RD, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7 -1 -22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal

1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY PS 09 CHILLER Building with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building C with Monitoring Services AMENDED 8 26

Site Information: MUELLER - BLDG C RICHARDSON, 6155 COLLEGE LANE, VERO BEACH, FL 32966

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22

Reference use of OMNIA Contract # R220701-Facility Technology Integration and Security Systems Services

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1--Napco Starlink fire sole path cellular communicator

1--External antenna

--Connect to existing 411UDAC communicator

--System test

--Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub Total Monthly Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building C with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building D with Monitoring Services AMENDED 8 26

Site Information: MUELLER - D BUILDING, 6155 COLLEGE LANE, D-BUILDING, VERO BEACH, FL 32966

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal

1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub-Total-Monthly-Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building D with Monitoring Services AMENDED 8 26		
Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$65.00**
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at CHASTAIN Thomas Building Career with Monitoring Services AMENDED 8 26

Site Information: CHASTAIN - THOMAS BUILDING, 2400 SE SALERNO ROAD, STUART, FL 34997

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Install Starlink Cell Communicator, program and add Monitoring Services.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at CHASTAIN Thomas Building Career with Monitoring Services AMENDED 8 26		
Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		~~$65.00~~
		*Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at PRUITT Building E VETERANS CTR PSL with Monitoring Services 8 26

Site Information: PRUITT - BLDG D SCHREIBER CONF, 520 NW CALIFORNIA BLVD, PORT SAINT LUCIE, FL 34986

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22

Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$65.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at PRUITT Building E VETERANS CTR PSL with Monitoring Services 8 26

Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00 *Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY PS 07 Gunrange Building with Monitoring Services AMENDED 8 26

Site Information: MASSEY - TC SC BLDG PS 07 GR, 3209 VIRGINIA AVE, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

ADT to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per ADT specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub-Total-Monthly-Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY PS 07 Gunrange Building with Monitoring Services AMENDED 8 26		
Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at MASSEY Training Batting Cage with Monitoring Services AMENDED 8 26

Site Information: IRSCTRAINING FACILITY- BATTING CAGE, 3209 VIRGINIA AVE, BATTING CAGE NEAR CONCESSION STAND, FORT PIERCE, FL 34981

Theory of Operation:

****Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22****

****Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services****

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Inspection Components:

Category	Component	Description	Qty	Frequency
Fire Alarm	Fire Alarm Panel			Semi-Annual
Fire Alarm	Manual Pull Station(s)			Annual
Fire Alarm	Smoke Detector On Ceiling			Annual
Fire Alarm	Smoke Detectors			Annual

~~Recurring Services:~~

~~Description~~	~~Amount~~
~~Inspections~~	~~$86.00~~
~~Monitoring~~	~~$43.00~~
~~Signaling~~	~~$22.00~~
~~Sub-Total Monthly Charge:~~	~~$151.00~~

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Training Batting Cage with Monitoring Services AMENDED 8 26

Installation Price		**$1,703.25**
Total Installation Price*		**$1,703.25**
Total Monthly Recurring Services Charges*		**$151.00** *Plus applicable tax
Schedule of Values	**Bill Upon Completion**	**Full contract value will be invoiced upon substantial completion**

Equipment and Investment Statement for: IRSC Starlink Cell Dual SIM at Dixon Hendry (Okee) Building B with Monitoring Services AMENDED 8 26

Site Information: DIXON HENDRY - BUILDING B, 2229 NW 9TH AVE, IRSC BUILD, OKEECHOBEE, FL 34972

Theory of Operation:

Reference use the ADT Commercial Monitoring Addendum, terms, and conditions, dated 7-1-22

Reference use of OMNIA Contract # R22701-Facility Technology Integration and Security Systems Services

EverOn to provide a Fire Sole Path Cellular Communicator as follows:

1- Napco Starlink fire sole path cellular communicator

1- External antenna

- Connect to existing 411UDAC communicator

- System test

- Inspections

* Permits not included in pricing and will be billed separately, if needed.

Customer to provide the following per EverOn specifications:

> All 120VAC power needed;

It is mutually agreed and understood that, should the local authority having jurisdiction require changes or additional protection, the customer agrees to pay for these changes or additions aside from the amounts herein stated for the above installation.

It is also agreed that any excessive Service Calls needed, after 24/7 monitoring is activated for more than 30 days, will be considered a Change Order to the Customer until those conditions causing the notifications are remedied.

Scope of Work:

Reference use of OMNIA Partners Contract: R220701 "Facility Technology Integration & Security System Services"

Install Starlink Cell Communicator, program and add Monitoring Services.

Inclusions/Exclusions:

CUSTOMER will be responsible for providing any 110VAC required for the proper operation of the security equipment.

Equipment List:

Quantity	Description
1	12V 7AH Sealed Lead Acid Battery, F1 Terminal
1	Napco Starlink External Antenna Kit (includes: SLE-ANT Antenna; 50' LMR 300 Coax Type N male to SMA
1	Dual or Sole Path, Dual SIM Fire Communicator, Requires 120V

Recurring Services:

Description	Amount
Monitoring	$43.00
Signaling	$22.00
Sub-Total Monthly Charge:	$65.00

Summary of Charges for: IRSC Starlink Cell Dual SIM at Dixon Hendry (Okee) Building B with Monitoring Services AMENDED 8 26

Installation Price		$1,703.25
Total Installation Price*		$1,703.25
Total Monthly Recurring Services Charges*		$65.00 *Plus applicable tax
Schedule of Values	Bill Upon Completion	Full contract value will be invoiced upon substantial completion

Investment Summary

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building E with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**
Total Installation Price*	**$1,703.25**
~~**Total Monthly Recurring Services Charges***~~	~~**$65.00**~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building H HEALTH with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**
Total Installation Price*	**$1,703.25**
~~**Total Monthly Recurring Services Charges***~~	~~**$65.00**~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building EN with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**
Total Installation Price*	**$1,703.25**
~~**Total Monthly Recurring Services Charges***~~	~~**$65.00**~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building J with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**
Total Installation Price*	**$1,703.25**
~~**Total Monthly Recurring Services Charges***~~	~~**$65.00**~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at Massey Building L with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**
Total Installation Price*	**$1,703.25**
~~**Total Monthly Recurring Services Charges***~~	~~**$65.00**~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building R with Monitoring Services AMENDED 8 26

Installation Price	**$1,703.25**

Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building U with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Building F with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Maintenance Building with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY PS 09 CHILLER Building with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building C with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MUELLER Vero Beach Building D with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at CHASTAIN Thomas Building Career with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at PRUITT Building E VETERANS CTR PSL with Monitoring Services 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY PS 07 Gunrange Building with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at MASSEY Training Batting Cage with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25
~~Total Monthly Recurring Services Charges*~~	~~$151.00~~

*Plus applicable tax

Summary of Charges for: IRSC Starlink Cell Dual SIM at Dixon Hendry (Okee) Building B with Monitoring Services AMENDED 8 26

Installation Price	$1,703.25
Total Installation Price*	$1,703.25

~~Total Monthly Recurring Services Charges*~~	~~$65.00~~

*Plus applicable tax

Total Proposal Option

Installation Price	$28,955.25
Total Installation Price*	$28,955.25
~~Total Monthly Recurring Services Charges*~~	~~$1,191.00~~

*Plus applicable tax

Pricing above is as of the date of this Proposal and Rider and valid for 30 days unless a change in equipment cost occurs. Government tariffs or levies may cause these prices to increase, even if such tariffs or levies are enacted after the date of this Proposal and Rider. Please speak to your sales representative for solutions to minimize risk of tariff-related price increases.

Unless Everon and Customer are parties to a signed master service agreement, this Proposal is based upon and subject to the Everon Terms and Conditions available at https://www.everonsolutions.com/terms-and-conditions-sale ("Terms"), which are fully incorporated herein and made part of this Proposal. Customer's acceptance of this proposal by any means, including purchase order, constitutes acceptance of the Terms. Any other terms and conditions are rejected by Everon unless in a document signed by an authorized representative of Everon. Any requested modifications to the Terms may result in pricing changes.

everon™

Monitoring Terms Addendum

This Addendum to the Omnia #R220701 ("Agreement") between Everon, LLC ("Everon") and Indian River SC ("Customer") contains terms and conditions applicable to recurring Service(s) for which Everon actively or passively monitors ("Monitoring Services") Customer's alarm and/or surveillance systems ("System") at any of Customer's properties or locations ("Premises"). Capitalized terms in this Addendum have the meaning defined herein. **This Addendum applies in addition to the Agreement and supersedes any conflicting term of the Agreement.**

1. Central Station Monitoring. For Monitoring Services, Everon will program the System to communicate with Everon's or its applicable third-party's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from a Premises ("Alarm Signal"), Everon will make reasonable efforts as described herein to contact up to three (3) persons designated by Customer and, if appropriate under the circumstances and regulations, the applicable local authority having jurisdiction ("AHJ"). Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and Everon's response policies. Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. Everon shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. Everon does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. EVERON IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. Everon may alter or discontinue any of its response policies without notice and in Everon's sole and absolute discretion. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, Customer agrees to subscribe to such service from Everon at Customer's expense. Excessive monitoring activity beyond Everon's reasonable control or requests for Everon to remotely arm the System shall be subject to additional charges. Any custom or special instructions from Customer regarding Everon's handling of Alarm Signals are of no effect unless agreed to in writing by Everon, which Everon may reject in its sole and absolute discretion. Customer acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to Customer and the Premises.
2. Signal Transmission.
   2.1. *Transmission By Telephone.* If the System is connected to the Central station by a traditional telephone connection, then Customer will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. Customer acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol ("VOIP"), or other internet-based phone services ("Non-Traditional Phone Services") may cause interruptions to signal transmissions to the Central Station, and that Everon does not recommend Non-Traditional Phone Services unless supplemented by a backup device. Customer will notify Everon of any change from a traditional telephone connection to a Non-Traditional Phone Service, and Customer will test the System signal transmission to the Central Station immediately upon such change. Customer authorizes Everon to request on Customer's behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for Everon to perform the Monitoring Services.
   2.2. *Transmission by Digital Communicator.* If the System is connected to the Central Station by a digital communicator, Customer will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or Customer equipment and shall be within ten (10) feet of the System control panel. At Customer's request and expense, Everon will provide such connection.
   2.3. *Transmission by Internet Protocol Based Services.* If the System is connected to the Central Station by an internet protocol-based service, then Customer: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to Customer's IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on Customer's firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.

2.4. *Customer Acknowledgment.* Customer acknowledges and agrees that the Central Station cannot receive signals from the System if Customer's transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that Everon shall not be responsible for any interruption or failure of Customer's mode of signal transmission outside of Everon's control. Changes in government laws or regulations may require modification or discontinuation of Customer's signal transmission mode.

3. Video Services. Customer represents and warrants that: (a) the System is installed at Customer's request for the safety and security of Customer's Premises, employees, and invitees, and for no other purpose; (b) the cameras and other recording or monitoring devices will be installed only in public areas within the Premises, and will not be installed in or record any area where persons have a reasonable expectation of privacy, including but not limited to bathrooms; (c) Customer will provide 120 AC power supply and adequate illumination under all operational conditions necessary for the proper operation of the System; and (d) Customer will maintain an internet protocol-based service with no less than the Everon -recommended bandwidth and speed necessary for the effective performance of the System. Customer is solely responsible for: (i) the placement, direction, and presence of the cameras; (ii) the transmission of the images captured by the System; and (iii) the use of System or the images captured by the System by any person other than Everon, or Everon's employees or agents.

   3.1. *For e-Secure Video Service.* The camera(s) may provide live streaming video which may be viewed from your account on a computer with adequate internet connectivity, or send video related to specific Alarm Signals which may be forwarded to your e-mail account or mobile device. Customer is responsible for providing the equipment and internet connection necessary to access the e-Secure Video service Everon will not receive or store these video recordings. Customer agrees and understands that e-Secure notifications are an addition to, and not a replacement of, professional monitoring services. Everon is not responsible for any Losses resulting from Customer's response or lack thereof to any e-Secure notification.

   3.2. *For Video Verification Service.* The System may be configured to send images to an alarm operator for verification of video images directly associated with heat, burglary, panic, or critical condition alarm signals. Customer agrees and understands that Everon will access and view Customer's images and other data captured by the System. Customer understands and acknowledges the inherent limitations associated with visual verification, including but not limited to (a) inadequate illumination in the viewing area, (b) physical obstructions blocking a camera's view, and (c) inadequate receipt, clarity, placement, or quality of the images. Everon does not guarantee that viewing the images transmitted by the System will result in effective visual verification of Alarm Signals.

   3.3. *For Remote Tours.* An alarm operator will review video images generated by the System, at regular intervals and upon conditions as set forth in the Agreement or otherwise agreed by the Parties in writing.

   3.4. *For Outdoor Monitoring.* The following limitations apply to the extent any System monitors outdoors or building exterior ("Outdoors") locations and apply regardless of whether the camera (a) is installed Outdoors or (b) is installed on the interior of a building but positioned to monitor an Outdoors location(s). Customer understands and acknowledges that monitoring of Outdoors locations may be interrupted at any time and for any duration by variables outside Everon's control, including but not limited to weather events, actions or inactions of third parties, signal interruption, video obscuration, or other factors limiting or preventing a camera from monitoring all or part of an Outdoors location or from transmitting a signal from an Outdoors location. Customer acknowledges and agrees that Customer shall have sole responsibility for ensuring that any pole, wall, or any other fixture to which Everon attaches Outdoors equipment is suitable for such purpose and remains suitable for such purpose, including through weather or other condition. Everon express disclaims any liability from, and Customer waives any claims arising from, any failure of the System to monitor Outdoors locations.

4. Remote Video Monitoring/Active Video Monitoring.

   4.1. *Design Assumptions; No Guarantee of Actual Video Alarm Activity.* Customer acknowledges that Everon's video monitoring services and the fees charged for such services are based upon design-phase assumptions and estimates regarding the expected level of video alarm activity at the applicable site(s) (the "Estimated Video Activity"). Such assumptions and estimates are derived from information provided or confirmed by Customer and other available data and are intended solely to establish a cost basis and pricing model. They do not constitute a prediction, guarantee, or warranty that actual video alarm activity will conform to the Estimated Video Activity, and the Parties acknowledge that assumptions may change, information may be incomplete or incorrect, and the ultimate scope of work may differ from that contemplated during the design process.

   4.2. *Video Alarm Limit; Definition of Video Alarms.* For purposes of this Agreement, the Parties agree on an initial monthly video alarm activity limit for each covered site for the calendar month. (The "Video Alarm

Limit") is the sum of the predetermined camera lens alarm limits for all monitored camera lenses at the covered site. A "Video Alarm Event" means a video alarm, signal, event, or notification that (i) passes through any applicable automated or AI-driven filtering or noise-reduction tools, and (ii) is presented to an Everon operator or agent for handling, review, or response (collectively, "Operator-Handled Video Alarms"). For clarity, only Operator-Handled Video Alarms count toward the Video Alarm Limit.

4.3. *Customer Responsibilities; Impacting Factors.*

4.3.1. Customer acknowledges that actual video alarm activity and the level of effort required by Everon may be materially impacted by: (i) Customer's arming and disarming practices and adherence to agreed scheduling of monitoring hours; (ii) the presence, absence, or scheduling of physical security measures (including, without limitation, on-site guards or patrol services); and (iii) the activities of third-party vendors or visitors (including, without limitation, cleaners, maintenance personnel, and trash removal services).

4.3.2. Customer shall: (i) use commercially reasonable efforts to follow mutually agreed protocols for arming/disarming and site access; (ii) promptly notify Everon of any material changes in site operations, guard services, vendor schedules, or similar factors that may reasonably be expected to increase alarm activity; and (iii) cooperate with Everon, including during onboarding, burn-in, and ongoing operations, in implementing reasonable recommendations intended to manage or reduce non-actionable and nuisance alarms.

4.4. *Use of Tools and AI; No Elimination of Noise Guaranteed.*

4.4.1. Everon will use commercially reasonable efforts, acting in good faith, to target a fair and reasonable Video Alarm Limit and to manage alarm noise at Customer's site, including through the adjustment of camera counts and placements, analytic settings, and Customer protocols, and through the use of available tools and technologies (including, where feasible, AI-based or automated filtering).

4.4.2. Customer acknowledges and agrees that the tools and technologies provided are intended to reduce the number of alarms. However: (a) these tools and technologies cannot eliminate all false, nuisance, or non-actionable alarms and Everon does not guarantee any specific level of reduction in alarm volume, and (b) there is a risk that the system may mistakenly suppress activity that it identifies as noise, nuisance, false, or non-actionable, even though such activity should have been treated as an alarm. As a result, Customer accepts that some valid alarms may not be detected, and Everon is not responsible for any such occurrences.

4.5. *Excess Activity; Change Orders and Fee Adjustments.*

4.5.1. If, in Everon's reasonable judgment, the actual number of Operator-Handled Video Alarms for a site consistently or materially exceeds the Video Alarm Limit (including, without limitation, where the Video Alarm Limit is exceeded in any two (2) consecutive months or three (3) months in any rolling six (6)-month period), then Everon may initiate a review of such site and propose a written change order (a "Change Order") adjusting: (i) the Video Alarm Limit; and/or (i) the fees for the applicable monitoring services, to reflect the increased level of effort and cost.

a) Everon shall provide Customer with basic supporting information evidencing the actual video alarm volumes relative to the Video Alarm Limit as justification for the proposed Change Order.

b) The Parties shall cooperate in good faith to evaluate potential mitigations, which may include, without limitation, adjusting camera counts, camera positions, analytic rules, and Customer's site protocols or access practices, and implementing such changes as mutually agreed, with Customer's written sign-off where required.

4.6. *Failure to Agree on Change Order; Remedies.* If the Parties are unable, within a reasonable period of time (not to exceed thirty (30) days from Everon's delivery of a proposed Change Order), to agree on adjustments to the Video Alarm Limit and/or fees:

4.6.1. Everon shall be entitled, upon written notice to Customer, to: (i) invoice Customer for excess usage above the Video Alarm Limit at the then-current overage rate(s) specified in the Agreement or, if none are specified, at Everon's standard then-current rates for such services; and/or (ii) adjust the scope of video monitoring services to a level reasonably commensurate with the fees then being paid by Customer; and/or (iii) terminate video monitoring services for the affected site(s) upon not less than thirty (30) days' prior written notice, without liability other than for fees and charges accrued through the effective date of termination; and

4.6.2. Customer shall remain responsible for all fees and charges incurred prior to the effective date of any such adjustment or termination.

4.7. *No Limitation on Other Rights.* The foregoing is in addition to, and not in limitation of, any other rights, remedies, or adjustment mechanisms available to Everon under this Agreement, including any general

change order, overage, or pricing adjustment provisions.

5. Radio/Cellular Service.

   5.1. *For SecureCell® Service.* If the Agreement includes SecureCell® service, Everon will install and connect a radio or cellular transmission device to the System as a backup communication link to the Central Station if Customer's primary communication link to the Central Station is disrupted.

   5.2. *For PrimeCell™ Service.* If the Agreement includes PrimeCell™ service, Everon will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.

   5.3. *Customer Acknowledgement.* Customer acknowledges and agrees that: (a) there may be times when SecureCell® and PrimeCell™ services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond Everon's control, including but not limited to weather events and power failures. Customer acknowledges that Everon recommends a backup means of communication to the Central Station.

   5.4. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If Customer's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that Everon or its contractors or designees have immediate access to Customer's transmitter in the event of such a malfunction. Customer agrees to permit immediate access to the malfunctioning equipment in such an event. If Customer fails or refuses to provide such access, then Everon shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and Customer agrees to pay Everon's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.

6. Wireless Devices. Customer acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. Customer is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.

7. Direct Connect Services. If Customer requests direct connect services, Everon will install a direct connection between the System and the applicable police or fire department(s) identified by Customer. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department(s), which are not Everon's agents or under Everon's control. Everon will not monitor Systems connected through direct connect services. Customer agrees that Everon shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.

8. Vault Protection. If any vault is covered by Monitoring Services, then Customer represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by Everon, and to notify Everon promptly if such equipment fails to respond to the test.

9. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; however, Customer can purchase an Extended Service Plan for Everon to perform these services. Except to the extent included in an Extended Service Plan Customer purchases from Everon, Customer is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, Everon has no responsibility for the performance of the System.

10. eSuite. Everon may provide Customer with access to eSuite, Everon's online portal for Monitoring Services account management. Everon may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in Everon's sole discretion. If Customer is provided access to eSuite, Customer agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. Customer may be subject to additional per-activity charges if Customer requests Everon personnel perform Monitoring Services account management activities that are available to be made by Customer in eSuite.

11. Underlying Casualty Limitation and Indemnity. The amounts Everon charges Customer are not insurance premiums. Everon is not qualified to assess the value of Customer's property, and Everon's charges are unrelated to the value of Customer's property, any property of others located in or at the Premises, or the risk

of loss associated with the Premises. For purposes of this Agreement, an "Alarm Event" shall mean any losses or damages arising from or related to a casualty occurring at Customer's Premises during which the Products and/or the Services operated, operated improperly, failed to operate, or otherwise did not detect, prevent, terminate, warn of, or mitigate losses or damages resulting from the casualty. Such Alarm Event losses or damages may include, but are not limited to, damage to property, personal injury, or death, and may be caused by casualties such as fire, burglary, unauthorized intrusion, assault, or other event. TO THE FULL EXTENT PERMITTED BY LAW, EVERON, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY ALARM EVENT, WHETHER UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, OR OTHER LEGAL THEORY OR CLAIM THAT EVERON FAILED TO DETECT, PREVENT, TERMINATE, WARN OF, OR MITIGATE THE CASUALTY UNDERLYING THE ALARM EVENT. EVERON ASSUMES NO RISK OF LOSS OR LIABILITY FOR ANY LOSSES OR DAMAGES ARISING FROM OR RELATING TO ANY ALARM EVENT. THE RISK OF LOSS FOR ALL ALARM EVENTS REMAINS WITH CUSTOMER. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Everon arising as a result of paying any claim for loss, damage, or injury to Customer or another person arising from or related to an Alarm Event. IN SPECIFIC LIMITATION OF ANY INDEMNITY THAT EVERON PROVIDES UNDER THE AGREEMENT, SUCH INDEMNITY SHALL NOT EXTEND TO ANY CLAIMS ARISING FROM OR RELATED TO AN ALARM EVENT.

In addition to and without limiting the indemnification obligations set forth in the Agreement, Customer shall indemnify and hold Everon and its affiliates, parents, directors, employees, agents, and officers harmless from any and all Losses incurred from third-party claims arising from or related to Alarm Event, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, terminate, warn of, or mitigate damages resulting from the casualty, including Losses based upon claims of Everon's negligence.

12. Limitation and Warranty Exclusion. IN LIMITATION OF ANY WARRANTY PROVIDED FOR IN THE AGREEMENT, EVERON MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY MONITORING SERVICES.

IN WITNESS HEREOF, Customer and Everon have caused this Addendum to be entered into and executed by the parties' duly authorized representatives.

CUSTOMER	**EVERON, LLC**
By: _____	By: _____
Name: Timothy E. Moore, Ph.D.	Name: _____
Title: President	Title: _____
Date: 11/17/26	Date: _____

ADT Commercial

ADDENDUM TO PURCHASE ORDER, MONITORING OR SERVICE AGREEMENT

Customer:	Indian River state College	Date of Purchase Order/Agreement:	7/1/2022
Project Manager:		Project Name/PO No.:	SC-000534 - 1

THIS ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT is made and entered into, and is attached to and made a part of such Purchase Order/Agreement (the "Agreement") dated above between ADT Commercial LLC (hereinafter "ADTC") and the Customer identified above (Customer).

RECITALS

A. ADTC has been engaged by Customer to install, or service and/or maintain, the Project(s) certain access control, closed circuit television, surveillance, fire detection, intrusion detection and/or other security equipment (herein collectively referred to as the "System"), which is intended to, among other things, avert or detect intrusion, burglary, theft or fire events. In addition, ADTC may have been engaged by Customer to provide certain monitoring, maintenance, inspection, guard or other services in connection with the System (herein collectively referred to as the "Services").

B. The parties acknowledge that (i) the risk of loss, and the potential liability for such losses, exists before, and is independent of, the provision of Services to the Project, (ii) security systems do not create, nor do they increase, the risk or extent of such losses, (iii) ADTC does not and cannot control the situations or events that give rise to the occurrences (burglaries, fires, *etc.*) or the consequences thereof (property loss, personal injury, *etc.*) that the System or Services are intended to avert or detect, and (iv) because of the unique nature of the System and Services, the parties have agreed that ADTC's liability should be limited in accordance with the provisions of this Addendum.

AGREEMENTS

Accordingly, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Applicability. This Addendum is intended to modify the Agreement as it pertains to the ADTC's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and ADTC, and/or any third party with regard to the subject matter hereof.

2. Monitoring Services. If Customer has subscribed to Monitoring, Signal Receiving and Notification Services, ADTC shall program the security system to communicate with ADTC's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from Customer's System (an "Alarm Event"), ADTC will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on Customer's Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, ADTC may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. ADTC does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, ADTC shall endeavor to notify the Premises or the first available person designated on Customer's Monitoring Information Schedule. ADTC may, without notice to Customer, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by us, or otherwise comply with such requirements. ADTC may charge an additional fee for such service.

In addition, ADTC is subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in Customer's System's communication with our Central Station.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises.

Customer represents and warrants to ADTC that any vault to be protected by ADTC hereunder by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on Customer's separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by ADTC, and to notify ADTC promptly in the event that such equipment fails to respond to the test.

3. ADTC Not an Insurer. CUSTOMER AGREES THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 4(a) BELOW: (A) ADTC IS NOT AN INSURER OF CUSTOMER, PERSONS WORKING OR OTHERWISE PRESENT AT CUSTOMER'S PREMISES, OR OF CUSTOMER'S PREMISES OR ITS CONTENTS; (B) IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING CUSTOMER, CUSTOMER'S PREMISES AND ITS CONTENTS, CUSTOMER'S EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES ADTC PROVIDES AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. ADTC CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY CUSTOMER AND OTHER PERSONS, WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) CUSTOMER AGREES THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CUSTOMER,ADTCAND ANY AFFECTED THIRD PARTIES; (II) CUSTOMER WILL LOOK PRIMARILY TO CUSTOMER'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 6, CUSTOMER WAIVES ALL OTHER RIGHTS AND REMEDIES AGAINST ADTC THAT CUSTOMER MAY HAVE DUE TO ANY LOSSES OR INJURIES CUSTOMER OR OTHERS INCUR.

4. ADTC Indemnification. Notwithstanding any term or condition of the Agreement or other agreement between ADTC and Customer to the contrary:

(a) In Connection with Work on the Project Site: ADTC will only hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent directly caused by the negligent acts or omissions of ADTC, it's agents or employees, during and within the scope of their employment, while on the Project Site.

(b) Other: Notwithstanding the above, ADTC's obligations under paragraph 4(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "System Failure Events"), unless such System Failure Events are determined to be caused by, or arise out of, the sole or gross negligence, or intentional misconduct of ADTC, its agents or employees. ADTC's liability for System Failure Events is strictly limited pursuant to paragraphs 5 and 6 below.

5. System Failure Events. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, THE CONTRACT DOCUMENTS, OR ANY OTHER AGREEMENT BETWEEN OR AMONG CUSTOMER, ADTC, OR ANY THIRD PARTY, NEITHER ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY SYSTEM FAILURE EVENTS. IF ADTC OR ANY PERSON OR ENTITY AFFILIATED WITH ADTC IS DETERMINED TO BE LIABLE FOR ANY LOSSES DUE TO A SYSTEM FAILURE EVENT IN ANY RESPECT, THEIR LIABILITY SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID UNDER THE AGREEMENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY. THIS AMOUNT IS THE SOLE AND EXCLUSIVE REMEDY UNLESS THE LOSSES ARE DETERMINED TO BE CAUSED BY ADTC'S SOLE OR GROSS NEGLIGENCE (ACTIVE, PASSIVE OR OTHERWISE). This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

6. Additional Limitations on Liability. IN NO EVENT SHALL ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER BY STATUTE,

IN TORT, AT COMMON LAW, BY STRICT LIABILITY OR IN CONTRACT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADTC FOR FAILURE OF THE SYSTEM OR THE SERVICES IN ANY RESPECT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

7. Hazardous Materials. In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, ADTC will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. ~~Customer agrees to indemnify, defend, and hold ADTC, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities or other expenses resulting from the exposure of ADTC's employees, contractors, or subcontractors to hazardous materials at the Project Site.~~

SCD 08/08/2022

8. Payment. Nothing in the Agreement shall be construed as a waiver by ADTC of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to ADTC without ADTC's written consent and, if such refusal is based on ADTC's performance of the work covered by the Agreement, then ADTC shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

9. Force Majeure. ADTC shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, strikes, labor disputes or for any other cause beyond ADTC's reasonable control. ADTC shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

10. Continuing Effect. Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. In the event that any provision of the Agreement, as amended by this Addendum, is found invalid or unenforceable pursuant to judicial decree, the remainder of the amended Agreement shall remain valid and enforceable according to its terms. Captions used herein are for convenience only and shall not be deemed a part of the Agreement or this Addendum or be used to construe any of the provisions thereof or hereof. The Agreement, together with this Addendum, and any other documents specifically incorporated by reference therein or herein, constitutes the entire understanding, agreement and contract between the parties hereto, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. Neither party has relied upon any agreement, understanding, representation, warranty, nor covenant not expressly set forth in writing herein. The Agreement may be amended only by a written instrument duly executed by both parties and may not be amended orally or by course of performance. All such amendments or modifications of the Agreement shall be binding upon the parties despite any lack of consideration, so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, Customer and ADTC have caused this Addendum to be executed as of the date first written above.

ADT COMMERCIAL LLC

By: _____

Printed Name: Andrew Fojtik

Title: Area G.M.

By: _____

Printed Name: SEAN C. DONAHUE

Title: ASSOC. V.P. OF FACILITIES

ADT Commercial

LEGAL REVIEWED

BY: J. Wenzel DATE: 08/05/2022

ADT Commercial

ADDENDUM TO PURCHASE ORDER, MONITORING OR SERVICE AGREEMENT

Customer:	Indian River state College	Date of Purchase Order/Agreement:	7/1/2022
Project Manager:		Project Name/PO No.:	SC-000534 - 1

THIS ADDENDUM TO PURCHASE ORDER, INSTALLATION, OR SERVICE AGREEMENT is made and entered into, and is attached to and made a part of such Purchase Order/Agreement (the "Agreement") dated above between ADT Commercial LLC (hereinafter "ADTC") and the Customer identified above (Customer).

RECITALS

A. ADTC has been engaged by Customer to install, or service and/or maintain, the Project(s) certain access control, closed circuit television, surveillance, fire detection, intrusion detection and/or other security equipment (herein collectively referred to as the "System"), which is intended to, among other things, avert or detect intrusion, burglary, theft or fire events. In addition, ADTC may have been engaged by Customer to provide certain monitoring, maintenance, inspection, guard or other services in connection with the System (herein collectively referred to as the "Services").

B. The parties acknowledge that (i) the risk of loss, and the potential liability for such losses, exists before, and is independent of, the provision of Services to the Project, (ii) security systems do not create, nor do they increase, the risk or extent of such losses, (iii) ADTC does not and cannot control the situations or events that give rise to the occurrences (burglaries, fires, *etc.*) or the consequences thereof (property loss, personal injury, *etc.*) that the System or Services are intended to avert or detect, and (iv) because of the unique nature of the System and Services, the parties have agreed that ADTC's liability should be limited in accordance with the provisions of this Addendum.

AGREEMENTS

Accordingly, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Applicability. This Addendum is intended to modify the Agreement as it pertains to the ADTC's Services on the above Project(s). The terms of this Addendum shall control over any conflicting or inconsistent provision of the Agreement or any other agreement between or among Customer and ADTC, and/or any third party with regard to the subject matter hereof.

2. Monitoring Services. If Customer has subscribed to Monitoring, Signal Receiving and Notification Services, ADTC shall program the security system to communicate with ADTC's monitoring facility ("Central Station"). When the Central Station receives an alarm signal from Customer's System (an "Alarm Event"), ADTC will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on Customer's Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, ADTC may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Some local governments may place conditions or restrictions on their dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may require that additional measures be taken to verify the Alarm Event before dispatch. ADTC does not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, ADTC shall endeavor to notify the Premises or the first available person designated on Customer's Monitoring Information Schedule. ADTC may, without notice to Customer, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by us, or otherwise comply with such requirements. ADTC may charge an additional fee for such service.

In addition, ADTC is subject to various governmental regulations and industry standards designed to reduce false alarms. These regulations and standards may result in practices and procedures that delay the notification of authorities of alarm activations, including, without limitation, programmed delays in Customer's System's communication with our Central Station.

In the event Alarm Verification Service is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the Premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at the Premises.

Customer represents and warrants to ADTC that any vault to be protected by ADTC hereunder by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated on the Equipment page of this document or on Customer's separate Schedule of Protection prior to setting the alarm System for closed periods, according to procedures established from time to time by ADTC, and to notify ADTC promptly in the event that such equipment fails to respond to the test.

3. ADTC Not an Insurer. CUSTOMER AGREES THAT EXCEPT FOR THE LIMITED INDEMNITY PROVIDED IN PARAGRAPH 4(a) BELOW: (A) ADTC IS NOT AN INSURER OF CUSTOMER, PERSONS WORKING OR OTHERWISE PRESENT AT CUSTOMER'S PREMISES, OR OF CUSTOMER'S PREMISES OR ITS CONTENTS; (B) IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING CUSTOMER, CUSTOMER'S PREMISES AND ITS CONTENTS, CUSTOMER'S EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES ADTC PROVIDES AND OUR LIMITED LIABILITY UNDER THIS CONTRACT, AND NOT ON THE VALUE OF CUSTOMER'S PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE SYSTEM AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. ADTC CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT, OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY CUSTOMER AND OTHER PERSONS, WHICH COULD BE DUE TO THE FAILURE OF THE SYSTEM OR SERVICES TO WORK AS INTENDED. AS SUCH (I) CUSTOMER AGREES THAT THE LIMITS ON OUR LIABILITY, AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS CONTRACT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CUSTOMER,ADTCAND ANY AFFECTED THIRD PARTIES; (II) CUSTOMER WILL LOOK PRIMARILY TO CUSTOMER'S INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES, AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 6, CUSTOMER WAIVES ALL OTHER RIGHTS AND REMEDIES AGAINST ADTC THAT CUSTOMER MAY HAVE DUE TO ANY LOSSES OR INJURIES CUSTOMER OR OTHERS INCUR.

4. ADTC Indemnification. Notwithstanding any term or condition of the Agreement or other agreement between ADTC and Customer to the contrary:

(a) In Connection with Work on the Project Site: ADTC will only hold Customer, its officers, directors, agents and employees harmless from any and all losses, damages, injuries, liabilities or other expenses ("Losses") to the extent directly caused by the negligent acts or omissions of ADTC, it's agents or employees, during and within the scope of their employment, while on the Project Site.

(b) Other: Notwithstanding the above, ADTC's obligations under paragraph 4(a) shall not apply to any Losses arising out of, resulting from or in any way due or attributable to the condition, non-function, malfunction, faulty design, or failure in any respect of the System or Services to operate or perform as intended (herein, "System Failure Events"), unless such System Failure Events are determined to be caused by, or arise out of, the sole or gross negligence, or intentional misconduct of ADTC, its agents or employees. ADTC's liability for System Failure Events is strictly limited pursuant to paragraphs 5 and 6 below.

5. System Failure Events. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, THE CONTRACT DOCUMENTS, OR ANY OTHER AGREEMENT BETWEEN OR AMONG CUSTOMER, ADTC, OR ANY THIRD PARTY, NEITHER ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY SYSTEM FAILURE EVENTS. IF ADTC OR ANY PERSON OR ENTITY AFFILIATED WITH ADTC IS DETERMINED TO BE LIABLE FOR ANY LOSSES DUE TO A SYSTEM FAILURE EVENT IN ANY RESPECT, THEIR LIABILITY SHALL BE STRICTLY LIMITED TO THE TOTAL AMOUNT PAID UNDER THE AGREEMENT, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY. THIS AMOUNT IS THE SOLE AND EXCLUSIVE REMEDY UNLESS THE LOSSES ARE DETERMINED TO BE CAUSED BY ADTC'S SOLE OR GROSS NEGLIGENCE (ACTIVE, PASSIVE OR OTHERWISE). This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

6. Additional Limitations on Liability. IN NO EVENT SHALL ADTC NOR ANY PERSON OR ENTITY AFFILIATED WITH ADTC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, WHETHER BY STATUTE,

IN TORT, AT COMMON LAW, BY STRICT LIABILITY OR IN CONTRACT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADTC FOR FAILURE OF THE SYSTEM OR THE SERVICES IN ANY RESPECT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION. This provision shall survive the termination of this Contract and Customer's Account, as well as voluntary payment in full by Customer, any legal proceedings by ADTC to collect a debt owed by Customer, any bankruptcy by Customer, or any sale by ADTC of Customer's Account.

7. Hazardous Materials. In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge, the Project Site is free of hazardous materials. As used herein, the term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material as classified by applicable state or federal law. If any such substance is discovered on the Project Site, ADTC will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. ~~Customer agrees to indemnify, defend, and hold ADTC, its officers,~~ directors, and agents harmless from any ~~damages, claims,~~ injuries, liabilities or other expenses ~~resulting from~~ the exposure of ADTC's employees, ~~contractors, or subcontractors~~ to hazardous materials at the ~~Project Site.~~

SCD 08/08/2022

8. Payment. Nothing in the Agreement shall be construed as a waiver by ADTC of its rights to payment under applicable prompt payment statutes. Further, Customer shall not refuse payment of any retainage due and owing to ADTC without ADTC's written consent and, if such refusal is based on ADTC's performance of the work covered by the Agreement, then ADTC shall be entitled to reasonable notice of the basis for withholding any such retainage and a reasonable opportunity to cure any such defective work.

9. Force Majeure. ADTC shall not be responsible for any delays or costs caused by acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, strikes, labor disputes or for any other cause beyond ADTC's reasonable control. ADTC shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure. The parties expressly agree that any delays or costs caused by or related to COVID-19, foreseeable or not, shall be considered a Force Majeure event for purposes of this Agreement.

10. Continuing Effect. Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. In the event that any provision of the Agreement, as amended by this Addendum, is found invalid or unenforceable pursuant to judicial decree, the remainder of the amended Agreement shall remain valid and enforceable according to its terms. Captions used herein are for convenience only and shall not be deemed a part of the Agreement or this Addendum or be used to construe any of the provisions thereof or hereof. The Agreement, together with this Addendum, and any other documents specifically incorporated by reference therein or herein, constitutes the entire understanding, agreement and contract between the parties hereto, and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. Neither party has relied upon any agreement, understanding, representation, warranty, nor covenant not expressly set forth in writing herein. The Agreement may be amended only by a written instrument duly executed by both parties and may not be amended orally or by course of performance. All such amendments or modifications of the Agreement shall be binding upon the parties despite any lack of consideration, so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, Customer and ADTC have caused this Addendum to be executed as of the date first written above.

ADT COMMERCIAL LLC

By: _____

Printed Name: Andrew Fojtik

Title: Area G.M.

By: _____

Printed Name: SEAN C. DONAHUE

Title: ASSOC. V.P. OF FACILITIES

ADT Commercial

LEGAL REVIEWED

BY: J. Wenzel DATE: 08/05/2022

Indian River State College

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF $3,500 OR MORE

WHEREAS, **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "**College**") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **IMPACT SPORT SURFACES** (the "**Contractor**") having a principal place of business **at 4310 NW 120th Avenue, Coral Springs, FL 33065, USA** is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: **Massey Campus Gymnasium servicing** to be provided in accordance with the Contractor's Proposal dated: **October 13th, 2026 [Proposal 10132026]** attached hereto and marked as **Exhibit A.** The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Project location: **IRSC Massey Campus Gymnasium, 3209 Virginia Ave., Fort Pierce, FL 34981**

3. **Term.** The provision of services under this Agreement shall commence on **Full execution of this agreement**, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Nine Thousand Nine-Hundred Seventy-Two and No/100 Dollars ($9, 972.00)** and under no circumstances whatsoever shall the fee exceed**, Nine Thousand Nine-Hundred Seventy-Two and No/100 Dollars ($9, 972.00).** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
   a. Dates of which services were rendered
   b. Detailed description of the services or activities performed
   c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

   a. Require the Contractor to work exclusively for the College; and

b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
d. Provide more than minimal training for the Contractor; and
e. Provide tools or benefits to the Contractor; and
f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

a. Any requirement that the College hold harmless another person or entity;
b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
e. Any State Board of Education (SBE)rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the

Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is

terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

a. Standard Workers' Compensation coverage as required by Florida law.
b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE** at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the

Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

Contractors Authorized Contact for Agreement

Printed Name and Title

Email Address

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

IMPACT SPORT SURFACES
Contractor/Vendor/Supplier Name

Signature

Marisa Rumbaut
Name and Title

4310 NW 120th Avenue
Address

Coral Springs, FL 33065
City, State, Zip

45-3338399
Unique Entity ID (sam.gov) or Tax ID

10/22/2026
Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE STATE OF FLORIDA

RECOMMENDED BY:

Administrator's Signature

Tony Devine - MM

Name and Title

Facilities

College/Department

10/22/26

Date

APPROVED BY:

Authorized Designee of the Board of Trustees

Dr. Timothy Moore - President

Name and Title

10-29-26

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Exhibit A

Quote

Date	October 13, 2026
Valid Until	90 days from above
Sales Representative	Ed Morin
	emorin@impactsurface.com

Customer:

Scott Kimmelman
Indian River State College
3209 Virginia Ave,
Fort Pierce, FL 34981

Quote/Project Description

PM service
Gym floor recoat

Description	Line Total
Scope of work	
Perform PM service on 2 sets of Hussey bleacher 9 rows x 90'	
Perform PM service on 6 basketball backstops units	
Supply and install 1 new backboard padding	6,227.00
Abrade entire gym using low speed buffers	
Vacuum and entire gym free of dust	
Apply 2 coats of oil base polyurethane	3,745.00

Special Notes and Instructions

Please have all gum and tape remove from floor prior to our arrival

Terms: Prepaid

Subtotal	$ 9,972.00
Total	$ 9,972.00

Notes & Clarifications: Client to provide dumping facilities for process. Required power supplied by others. Permanent lighting and HVAC must be funcional prior to delivery/install. All work in compliance with manufacturer Specifications. Additional work only to commence with the reciept of an approved Change Order.

Please confirm your acceptance of this quote by signing this document

Signature | Print Name | Date

Thank you for your business!

Should you have any inquiries concerning this quote, please contact Ed Morin: 954-243-4124

4310 NW 120th Avenue, Coral Springs, FL 33065
Tel: 954-796-4567 Fax: 954-719-3784 Web: www.impactsurface.com

AGENDA ITEM NO. 11a-11r

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUBMITTED BY: Dr. Tim Moore DATE: 11/17/26

BOARD ACTION: DATE: 11/17/26

AGENDA ITEM NO. 11a

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Agreement with D. Stafford & Associates

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the D. Stafford & Associates Agreement to provide a Part-Time Clery Compliance Consultant to coordinate the College's Clery Act Compliance Program.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** December 1, 2026 – November 30, 2027
2. **FISCAL IMPACT:** $20,000
3. **TERMINATION TERMS:** Written notice if before end of agreement period

PRESIDENT'S RECOMMENDATION: Recommend Approval

SUBMITTED BY: Don Bergmann	DATE: 11/5/26
BOARD ACTION:	DATE: 11/17/26



This agreement ("Agreement") to furnish certain consulting services is made as of the 5th date of November, 2026, by and between D. Stafford & Associates, a limited liability company (EIN# 27-0594131) (hereinafter called the "Company"), located at 179 Rehoboth Avenue, #1121, Rehoboth Beach, DE 19971 and Indian River State College (the "Institution")

I. NATURE AND PLACE(S) OF SERVICE

A. The Company shall furnish to the Institution the following described services:

Provide a part-time Clery Compliance Consultant ("Consultant"). The Job Description is attached as Appendix #1 and it contains additional details about the services to be provided.

NOTE: The Institution must agree to purchase CleryEdge (Tier 3) to allow DSA to set-up and maintain various aspects of Clery compliance using this software. If the institution presently has, or will have during the effective dates of this Agreement, On-Campus Student Housing Facilities, the institution must also purchase the Student Housing modules to assist with managing the Missing Student and Fire Safety requirements that are associated with these types of facilities.

B. The Company will not reassign work to any other individual or entity outside of D Stafford & Associates without the written approval of the Institution.

C. Place(s) of performance of work will be: Off-Site

D. The Institution and Company intend that the relationship between them shall be that of client and independent contractor. No consultant, agent, or employee of Company shall be deemed to be an employee or agent of the Institution. The Institution is interested only in the results obtained under this Agreement. The manner and means of conducting the work are under the sole control of the Consultant. None of the benefits provided by the Institution to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the Institution to the Company, or the Consultant, or the employees, or the agents of Company.

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from December 1, 2026 through November 30, 2027.

B. Either the Company or the Institution may terminate this Agreement at the end of the period of performance by providing notification in writing to the other party.

C. If one party gives notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within 7 business days, this Agreement may be terminated by the non-breaching party.

III. REPORTING

In performing consulting services hereunder, the Consultant shall report to:

Donald Bergmann
Chief of Campus Safety
Office of the President
Indian River State College

IV. NOTIFICATION

Any written correspondence/notification required hereunder shall be mailed to the following:

For the Institution: Same as Above

For the Company: Dolores A. Stafford, President & CEO
D. Stafford & Associates
179 Rehoboth Avenue, #1121
Rehoboth Beach, DE 19971
Or emailed to dolores@dstaffordandassociates.com

Any changes to this Agreement may be made only by the representative of the Institution or the Company listed above in this section, by mutual agreement. The Institution shall not discuss the terms of the contract with the Consultant or any of the representatives of D. Stafford & Associates. All questions and correspondence involving the contract, including scope of work, fees, and any documentation or forms that the Institution needs to have completed by DSA to initiate payment will be directed to Ms. Stafford as stated above.

V. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The Institution will pay the following to the Company for services performed:

Professional Fees for First Year: $18,000

- Reimbursement for costs associated with the independent audit of the functions or services DSA performs on behalf of the Institution as a third-party servicer: up to $2,000 annually *(this amount is not included in the above-noted Professional Fees for First Year total; the audit is required by 34 C.F.R. §668.23 [see Section XIII and Appendix #2])*

The fees will be paid in two equal installments, the first installment will be due December 30, 2026, and the second installment will be due May 30, 2027. If the hours exceed 120 at the end of the contract, the institution will be invoiced the pro rata hourly rate (i.e., $150/hour) for the additional hours and that payment will be due December 30, 2027. The Institution will be notified once the consultant hits a usage of approximately 80% of the contracted hours to keep the Institution informed as the contract nears the end of the period of performance.

NOTE: The purchase and payment for the CleryEdge software must be coordinated through NACCOP-AEGIS. A proposal can be requested at www.getcleryedge.com. This must be purchased within 60 days of the execution of the agreement with the D. Stafford & Associates.

This agreement is based on the Clery Consultant working an average of 10 hours per month for a total of 120 hours each year.

The contractual minimum for the year would be 10 hours, but if the Consultant exceeds 120 hours, the Institution will be invoiced for the actual hours worked for the year at the pro rata hourly rate (i.e., $150/hour).

The Institution is contracting with D. Stafford & Associates, therefore, payment for professional fees will be made directly to D. Stafford & Associates. The associates who perform the work associated with this agreement are paid directly by D. Stafford & Associates and not directly by the institution.

If periodic travel of the Consultant is required by the Institution, the Institution will pay reasonable travel expenses.

B. Payments:

Employer Identification Number: 27-0594131

Payment will be made upon submission of an invoice by the Company setting forth charges in accordance with rates detailed in Paragraph A of the Compensation and Reimbursement of Expenses section of the Agreement. No invoices will be submitted in advance of work performed, except as specified in the Agreement.

Invoices will be submitted to the person named in Section III above.

VI. INDEMNIFICATION

The Institution recognizes and acknowledges that information provided by the Consultant relates to federal government laws and regulations, which may change from time to time in accordance with governmental policy over which Consultant has no control and which changes may not be communicated to the public in timely fashion. In short, the topics are subject to the vagaries of government, bureaucracy, and politics.

Additionally, the Institution recognizes and acknowledges that it alone has access to, monitors, controls, and supervises the actions of its trustees, managers, officers, agents, representatives, employees, attorneys, etc.

The Institution agrees to indemnify, save harmless and defend Company, its owner, officers, assigns, affiliates, consultant, agents, and employees from any and all claims, demands, actions, judgments, costs, attorneys' fees, and damages of any kind for any and all liability which the Consultant may incur for injury to or damage arising out of or in any manner related to the provision and/or the use of the information, which is provided in whole or in part to Consultant and/or Company, by the Institution its trustees, managers, officers, agents, representatives, employees, attorneys, etc. or anyone to whom it provides the information.

The Institution also agrees to indemnify, save harmless and defend Company, its owner, officers, assigns, affiliates, consultants agents and employees from any and all claims, demands, actions, judgments, costs, attorneys' fees and damages of any kind for any and all liability which the Company and/or Consultant may incur in instances where the Consultant has provided guidance and advice to the Institution and the Institution makes a decision contrary to the advice of the Consultant. If the Company or its owner, officers, assigns, affiliates, agents, consultants, and employees are named in litigation based on the work performed at/for the Institution, the Institution will defend the Company and/or Consultant against all claims, unless those claims arise out of

negligence by Company or its owner, consultants, officers, assigns, affiliates, agents and employees.

Likewise, Company agrees to indemnify the Institution arising from or related to negligent acts or omissions of the Consultant.

VII. TAXES

The compensation stated in Article V of this Agreement includes all applicable taxes and will not be changed hereafter.

VIII. INSURANCE

Company shall maintain insurance coverage during the course of this Agreement comparable to the industry standard: Commercial General Liability coverage of $1,000,000 per occurrence and aggregate limit of $2,000,000 covering bodily injury, $1,000,000 Automobile Liability, Professional Liability coverage of $1,000,000, and Umbrella Policy (Excess Liability) coverage of $1,000,000.

IX. ASSIGNMENT OR TRANSFER

The Company may not assign or transfer this agreement or subcontract any portion of the work described outside of D. Stafford & Associates, without prior written approval of the Institution. If the Institution consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. The language in this section does not include clerical services that may be used by the Company and/or Consultant.

X. RECORDS

The Company shall retain records for a period of three years from the date of final payment, unless the Institution requests a different records retention period.

XI. CONFIDENTIALITY

The Company and Consultant and its employees shall use its best efforts to keep confidential any information provided by the Institution. In addition, the consultant and representatives of the Institution shall keep confidential the terms of this agreement. Except as otherwise expressly prohibited by law, Company and/or Consultant will: (a) immediately notify the Institution of any subpoenas, warrants, or other legal orders, demands, or requests received by Company and/or Consultant seeking Institution data; (b) consult with the Institution regarding its response; (c) cooperate with the Institution's reasonable requests in connection with efforts by the Institution to intervene and quash or modify the legal order, demand, or request; and (d) provide the Institution with a copy of its response, in advance, where practicable.

XII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Parties agree that they are subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, *34 C.F.R. §99*. To that end, the parties agree (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each Party has a legitimate educational interest in the student education records disclosed under this Agreement and (c) Consultant agrees to be under the direct control of Institution with respect to the use and maintenance of information from student education records. The Parties agree that any Party, including a "school official," that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is private and may use the information only for the purposes for which the disclosure was made hereunder including only the evaluation of student performance, assigning grades, and review of materials by external examiners, and may not re-disclose the information to any third party without prior written consent from the student and Institution. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from unauthorized disclosure.

XIII. THIRD-PARTY SERVICER REQUIREMENTS

The parties acknowledge that Third-Party Servicer requirements discussed at *34 C.F.R. §668.2*, *34 C.F.R. §668.25*, and *34 C.F.R. §668.23* apply to certain services that will be performed by the Part-Time Clery Compliance Consultant. Specific attestations and contractual terms related to Third-Party Servicer requirements are incorporated into this agreement by reference in Appendix #2. The parties acknowledge that the Institution will reimburse the Company for the costs associated with the independent audit of the functions or services DSA performs on behalf of the Institution in accordance with this agreement (up to a maximum of $2,000 for each independent audit conducted, as required by *34 C.F.R. §668.23*).

XIV. STANDARD OF PERFORMANCE

The parties acknowledge that the Consultant shall perform services in the manner of one who is recognized as a specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of her duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth in Appendix #1. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XV. ATTORNEYS' FEES

In the event of a material breach of any of the provisions contained in this Agreement, the non-breaching party shall be entitled to recover all its reasonable attorneys' fees and all reasonable costs incurred as a result of such breach and the enforcement of this Agreement.

XVI. APPLICABLE LAW

The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the Delaware, without regard to the conflicts of laws principles thereof.

XVII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior written and oral agreements with respect to subject matter herein. Any modification to this Agreement must be made in writing as per section. As this Agreement is drafted for the benefit of both parties, no party shall be deemed, and this Agreement shall not be construed against any party as the drafter of this Agreement.

XVIII. COMPANY ADDENDUM CONTROLLING

The Contract Addendum attached hereto as Exhibit A modifies and supplements the terms of this Agreement. In the event of conflict between the terms and conditions of the Addendum and the Agreement, the terms and conditions of the Addendum control.

D. STAFFORD & ASSOCIATES, LLC.

Signature Date 11/5/26

INDIAN RIVER STATE COLLEGE

11/5/26

Signature Date

APPENDIX #1
CLERY CONSULTANT JOB DESCRIPTION

Position Information:

Position Title: Part Time Clery Compliance Consultant

Description:

The Clery Consultant works collaboratively with senior officials, management, and other administrators at the institution to gather the necessary information to allow the Consultant to coordinate the institution's Clery Act compliance. The Clery Consultant has the responsibility, authority, and independence to conduct compliance monitoring activities, as needed, across all institutional departments, divisions, and locations in order to ensure appropriate interpretation and implementation of applicable Clery Act statutes and regulations.

General Responsibilities:

- Serves as the institution's designated "Campus Safety Survey Administrator" (as that term is explained in U.S. Department of Education correspondence) and submits annual crime and (if applicable) fire statistics to the U.S. Department of Education, as required.
- Coordinates the institution's Clery Act compliance program.
- Assists in preparation and publication of the Annual Security Report[1] (and, if applicable, the Annual Fire Safety Report).
- Ensures notices announcing the availability of the Annual Security Report (and, if applicable, the Annual Fire Safety Report) are developed and distributed to current students/employees and are conspicuously available to prospective students/employees.
- In conjunction with applicable offices, develops and implements Clery Act required policies, programs, and activities.
- Assists in managing an accurate and complete list Clery-reportable locations and a current Clery Map.
- Gathers crime and disciplinary referral data from various internal and external sources, such as the Title IX Coordinator, Office of Student Conduct, local law enforcement agencies, and the state police.
- Works with the appropriate Departments to identify and notify all Campus Security Authorities of the institution and maintains a list of them for each year.

---

[1] It is not possible to comply with Annual Security Report disclosure concerning the institution's Drug and Alcohol Abuse Prevention Program (DAAPP) materials if the institution has not developed a comprehensive DAAPP in compliance with the Drug-Free Schools and Communities Act of 1989 (DFSCA). If the institution does not have a DAAPP, the institution would need to develop one or separately engage a DSA DFSCA Expert to assist in developing a compliant DAAPP. Developing a complaint DAAPP would ensure that the cross reference to the DAAPP in the Annual Security Report is compliant for both Clery and DFSCA purposes.

- Sends a request for crime reports to all Campus Security Authorities at least once annually.
- Provides, facilitates, and/or coordinates training[2] (a 75–90-minute class) for institutional Campus Security Authorities on Clery Act requirements.
- Coordinates with the appropriate campus departments to ensure compliance with HEA Fire Safety regulations (if applicable).
- Works with the institutional officials to ensure proper classification of crime incident reports.
- Assists the institution in developing and managing a Timely Warning and Emergency Notification program, including providing guidance concerning whether a warning/notification is required in response to a report as well as providing input regarding the content of the notice/warning.
- Ensures compliance with the daily crime and fire log requirements (if applicable).
- Collaborate with the Emergency Management Team (or other appropriate personnel) to ensure that at least one test[3] of the emergency response and evacuation procedures is completed each year that includes all required components to meet the HEOA definition of a test.
- Work with applicable officials to provide residential students with an opportunity to designate a confidential missing student contact each year (for any campuses of the institution that have On-Campus Student Housing Facilities).
- Assists institutional officials in complying with the requirements of the Stop Campus Hazing Act.
- Works with appropriate institutional officials ensure all Clery Act-associated records are retained for their requisite duration (i.e., at least 7 years).

While this job description identifies the functions and services that may be provided by the PT CCC, the specific responsibilities for which the PT CCC will provide direct support, coordination, or independent execution will be determined collaboratively between the institution and the PT CCC. The institution retains ultimate responsibility for Clery Act compliance and related regulatory obligations. Accordingly, the PT CCC is not solely responsible for performing all duties listed in this job description and may rely on institutional personnel, departments, and designated officials to provide information, complete assigned tasks, and support compliance-related activities.

[2] Providing any broader Clery Compliance classes would need to be completed outside the scope of this agreement and would require a separate scope for DSA to provide this service.

[3] If the institution does not have a process developing and facilitating an exercise under the auspices of a Clery Test, that would need to be completed outside the scope of this agreement by institutional officials or would require a separate scope for the appropriate DSA team member to provide this service.

APPENDIX #2

This Appendix outlines the roles and responsibilities of the Company (also referred to as Servicer by the U.S. Department of Education) and the Indian River State College with respect to the Third-Party Servicer requirements discussed at *34 C.F.R. §668.2*, *34 C.F.R. §668.25*, and *34 C.F.R. §668.23*.

1. General Statements

WHEREAS Applicable regulations define a third-party servicer as "An individual or a State, or a private, profit or nonprofit organization that enters into a contract with an eligible institution to administer, through either manual or automated processing, any aspect of the institution's participation in any Title IV, HEA program." *34 C.F.R. §668.2*;

WHEREAS D. Stafford & Associates ("The Company") is a private, for-profit organization that has entered into a contract with Indian River State College (the "Institution") to assign a Consultant to serve as a Part-Time Clery Compliance Consultant;

WHEREAS The Institution's Program Participation Agreement with the U.S. Department of Education (Department) requires the institution to certify that "it will comply with all statutory provisions of or applicable to Title IV of the HEA, all applicable regulatory provisions prescribed under that statutory authority" *34 C.F.R. §668.14(b)(1)*;

WHEREAS The Institution's compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (a.k.a., the "Clery Act"), in §485(f) of the Higher Education Act of 1965, as amended, (HEA), 20 U.S.C. §1092(f), is a statutory provision of or applicable to Title IV of the HEA;

WHEREAS The Institution must agree to comply with the Clery Act and its implementing regulations, which are located at 34 CFR §668.46, 34 CFR §668.41, and (if applicable) 34 CFR §668.49, as a condition of its continued participation in those student financial assistance programs authorized by Title IV of the Higher Education Act of 1965, as amended (Title IV, HEA Programs);

WHEREAS The Institution must agree to comply with "the provisions of §668.16 relating to standards of administrative capability" as a condition of its Program Participation Agreement (*34 CFR 668.14(b)(6)*);

WHEREAS Applicable standards of administrative capability requires the Institution to use "an adequate number of qualified persons to administer the Title IV, HEA programs in which the institution participates" *34 C.F.R. §668.16(b)(2)*, which includes, but is not limited to, personnel coordinating and/or implementing Clery compliance activities;

THE PARTIES AGREE that the Consultant's provision of services as a Part-Time Clery Compliance Consultant render D. Stafford & Associates a third-party servicer of the Institution;

2. Contractual Requirements Applicable to Third-Party Servicers

Contracts between eligible institutions and third-party servicers require certain contract provisions as outlined in 34 C.F.R. §668.25. These provisions require the third-party servicer to agree to:

(1) Comply with all statutory provisions of or applicable to Title IV of the HEA, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that the servicer administers under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;

(2) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might have engaged in fraud or other criminal misconduct in connection with the institution's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application. Examples of the type of information that must be referred are—

- *(i) False claims by the institution for Title IV, HEA program assistance;*
- *(ii) False claims of independent student status;*
- *(iii) False claims of citizenship;*
- *(iv) Use of false identities;*
- *(v) Forgery of signatures or certifications;*
- *(vi) False statements of income; and*
- *(vii) Payment of any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of title IV, HEA program funds.*

(3) Be jointly and severally liable with the institution to the Secretary for any violation by the servicer of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA;

(4) In the case of a third-party servicer that disburses funds (including funds received under the Title IV, HEA programs) or delivers Federal Stafford Loan Program proceeds to a student—

(i) Confirm the eligibility of the student before making that disbursement or delivering those proceeds. This confirmation must include, but is not limited to, any applicable information contained in the records required under §668.24; and

(ii) Calculate and return any unearned title IV, HEA program funds to the title IV, HEA program accounts and the student's lender, as appropriate, in accordance with the provisions of §§668.21 and 668.22, and applicable program regulations; and

(5) If the servicer or institution terminates the contract, or if the servicer stops providing services for the administration of a Title IV, HEA program, goes out of business, or files a petition under the Bankruptcy Code, return to the institution all—

(i) Records in the servicer's possession pertaining to the institution's participation in the program or programs for which services are no longer provided; and

(ii) Funds, including Title IV, HEA program funds, received from or on behalf of the institution or the institution's students, for the purposes of the program or programs for which services are no longer provided.

3. Representations by the Company

- DSA is eligible to contract with the Institution for the purpose of assigning a Consultant to serve as a Part-Time Clery Compliance Consultant insofar as:
  - DSA's eligibility to serve as a third-party servicer has never been limited, suspended, or terminated under the proceedings of subpart G of Title 34, Part 668 (Student Assistance General Provisions);
  - DSA does not administer funds under any institution's Title IV, HEA programs and has therefore never had an audit finding that resulted in DSA being required to repay an amount greater than five percent of the funds that the servicer administered under the Title IV, HEA programs for any award year; and
  - DSA has not been cited (during the preceding five years, or ever) for failure to submit audit reports required under Title IV of the HEA in a timely fashion;
- DSA expressly agrees to *fully comply* with all contractual terms applicable to third-party servicers as required by *34 C.F.R. §668.25* and restated in Section 2 of this Appendix *(Note: Section 2, #4 does not apply)* as it applies to the specific functions DSA is providing on behalf of the Institution;

- DSA agrees to comply with all aspects of the Family Educational Rights and Privacy Act (FERPA), *34 C.F.R. §99*, with regard to DSA's receipt and use of any education records provided by the Institution;

- DSA agrees to comply with all applicable information security requirements established by the Federal Trade Commission (FTC) for maintaining appropriate safeguards in respect to the education records and student information to which DSA has access;

- DSA will submit to the Department the required Third Party Servicer Data Form to the Department's Third Party Servicer Oversight Group (via email to fsapc3rdpartyserviceroversight@ed.gov) within 10 days of the date that:
    - The servicer changes its name;
    - The servicer changes the address or contact information for its primary location or additional location;
    - The servicer adds or terminates a contract with an eligible Title IV institution; or
    - The servicer buys, sells, or merges with another third-party servicer.

  The initial submission of this form will identify the Institution's name, OPE ID, Service Start Date, and Service End Date, as required;

- DSA will have a qualified independent auditor conduct a compliance audit of the functions or services DSA performs on behalf of the Institution as a Part-Time Clery Compliance Consultant. The compliance audit shall be limited to the applicable Audit Objective and Procedures that are addressed in the U.S. Department of Education's Office of the Inspector General's (OIG) *Guide for Financial Statement Audits of Proprietary Schools and For Compliance Attestation Examination Engagements of Proprietary Schools and Third-Party Servicers Administering Title IV Programs* ("Title IV Audit Guide").[4]

  According to the Title IV Audit Guide, the following Audit Objective shall be reviewed: "Determine if the school is accurately completing the Annual Security and Fire Safety (if applicable) Reports and appropriately and timely distributing them to currently enrolled students and staff and submitting them to ED."

  The independent auditor will adhere to the following required procedures when assessing this audit objective, as outlined in the Title IV Audit Guide:

  C.8.4.a. Obtain documentation to determine if the school submitted the required crime statistics for the three most recent calendar years for which there is available data to ED via the web during the audit period. (You can also obtain this information at: Campus Safety and

[4] The guide is available at: https://oig.ed.gov/non-federal-audits/title-iv-audits.

Security Data

C.8.4.b. For each campus, obtain and inspect the Annual Security Report:

C.8.4.b.1. Ascertain if each report contains all crime statistics required by 34 C.F.R § 668.46(c) and all policy statements required by 34 C.F.R § 668.46(b).

C.8.4.b.2. Determine whether the school's statement of policy regarding emergency response and evacuation procedures met the requirements of 34 C.F.R. § 668.46(g).

C.8.4.b.3. Determine whether the school's statement of policy regarding the school's programs prevent dating violence, domestic violence, sexual assault, and stalking met the requirements of 34 C.F.R. § 668.46(j).

C.8.4.b.4. Determine whether the school's statement of policy addressing procedures for institutional disciplinary action in cases of alleged dating violence, domestic violence, sexual assault, or stalking met the requirements of 34 C.F.R. § 668.46(k).

C.8.4.b.5. On a test basis, trace and verify the compilation of crime statistics reported in the Annual Security Report for the most recent calendar year to source documents.

C.8.4.b.6. If no crimes are reported in the Annual Security Report for the most recent calendar year, obtain evidence that the school made a reasonable, good- faith effort to obtain statistics for crimes and confirm that either (1) no crime was reported to local police agencies or to campus security authority or (2) the policy[5] agency failed to respond to such reasonable, good-faith effort.

C.8.4.c. If the school had on-campus student housing facilities:

C.8.4.c.1. Obtain documentation to determine if the school submitted the Annual Fire Safety Report to ED via the web. (You can also obtain this information at: Campus Safety and Security Data)

[5] The word "policy" appears in the Title IV Audit Guide, although this appears to be an error. This word should be "police" but we left the word "policy" in place because it is what appears in the Title IV Audit Guide.

C.8.4.c.2. Ascertain if the Fire Safety Report contains all required information as described in 34 C.F.R. § 668.49(b).

C.8.4.c.3. On a test basis, trace and verify the compilation of fire safety statistics reported in the Fire Safety Report for the most recent calendar year to source documents.

C.8.4.c.4. Determine whether the statement of policy regarding missing student notification procedures in its Annual Security Report met the requirements of 34 C.F.R. § 668.46(h)

C.8.4.d. Ascertain the method used to distribute the report to enrolled students and employees or to notify them of the report's availability during the audit period:

C.8.4.d.1. Determine whether the distribution or notification was done by October 1.

C.8.4.d.2. If reports were provided via direct mail, determine whether the mailings were through the U.S. Postal Service, campus mail, or electronic mail.

C.8.4.d.3. If the reports were included in publications, determine whether the publications were provided directly to each individual.

C.8.4.d.3. If the reports were made available through the Internet or intranet websites, determine whether the school provided notice to the enrolled students and current employees that included: (1) a statement of the report's availability, (2) the exact electronic address at which the reports are posted, (3) a brief description of their contents, and (4) a statement that the school will provide a paper copy of the reports upon request.

- For any functions performed by DSA that are not covered in the Title IV Audit Guide, DSA shall submit a letter to the Third-Party Servicer Oversight Group that asserts that the entity is (or was) an eligible third-party servicer (as outlined in *34 CFR § 668.25*). The attestation letter will provide DSA management's assertion that it complied with all applicable requirements with regard to the services and functions DSA performed on behalf of the Institution.

4. Representations by the Institution

- The Institution will notify the Secretary of the U.S. Department of Education within 10 days of the date it enters into, modifies, or terminates a contract with DSA to administer any aspect of its participation in the Title IV programs, as required by *34 C.F.R. §668.25(e)(1)(i)*. All such notifications made by the Institution will comply with *34 C.F.R. §668.25(e)(1)* and *34 C.F.R. §668.25(e)(2)*; and

- The Institution is in compliance with the requirement to have an independent auditor conduct an annual compliance audit of its administration of the Title IV, HEA programs in which it operates as well as an audit of the institution's general purpose financial statements. The Institution further represents that such compliance audits are conducted in accordance with the standards and procedures required by *34 C.F.R. §668.23*.

AGENDA ITEM NO. 11b

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Amendment No. 1 to Indian River State College Master License Agreement with Skillsoft Percipio for integration with ADP

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for Amendment No. 1 to Indian River State College Master License Agreement with Skillsoft Percipio for integration with ADP effective October 30, 2026 for additional On-Demand Services.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** October 30, 2026 – June 30, 2027.
2. **FISCAL IMPACT:** $9,073.60
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend Approval

SUBMITTED BY: Sera Phillips & Mia Tignor DATE: 10/30/26

BOARD ACTION: DATE: 11/17/26

Docusign Envelope ID: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3

Skillsoft

AMENDMENT NO. 1 TO INDIAN RIVER STATE COLLEGE OF TO MLA DATED JULY 1, 2026 BETWEEN SKILLSOFT (US) LLC AND INDIAN RIVER STATE COLLEGE

This Amendment No. 1 together with any Exhibits attached hereto which are hereby incorporated by reference (the "Amendment No. 1") is effective as of October 30, 2026 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and Indian River State College ("Customer") and issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Customer dated May 1, 2018 (the "Agreement").

WHEREAS, Skillsoft and Customer entered into the Agreement;
WHEREAS, Skillsoft and Customer entered into an Order Form dated July 1, 2026 ("Order Form"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Skillsoft and Customer agree as follows:

A. **Amendment to Skillsoft Product(s).** The parties agree that upon the Effective Date of this Amendment No. 1, the following changes will be made to the Skillsoft Product(s) currently licensed by Customer under the Order Form:

CHANGE	START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
NEW	October 30, 2026	June 30, 2027	On-Demand Service (8 Credits)	SEE EXHIBIT B

DEPLOYMENT METHOD: No Deployment Method

B. **Definitions.** Any term not otherwise defined herein shall have the meaning provided it in the Agreement and the Order Form.

C. **Amendment No. 1 License Fees and Commitment.** Customer's total commitment hereunder is set forth below and is calculated as follows (the Amendment No. 1 Commitment Fees"). In the event there is a license period less than a 12-month term ("Stub Period"), the 1st annual license fee shall account for the Stub Period and may be prorated based on the length of term. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
STUB PERIOD	9,073.60 USD
TOTAL	9,073.60 USD

The Amendment No. 1 Commitment Fees stated in the table above are in addition to the License Fees and Commitment stated under Order Form.

The Amendment No. 1 Commitment Fees shall be invoiced annually in advance and are due and payable as follows: 100% net 30 days from the date of the invoice.

Customer agrees that if Customer requires a Purchase Order to pay an invoice under this Order Form, Customer shall provide such Purchase Order to Skillsoft at the time Customer executes and returns this Order Form to Skillsoft.

SIGNATURE PAGE FOLLOWS.

Docusign Envelope ID: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3

Skillsoft

RATIFICATION. The terms and conditions of the Agreement and the Order Form shall govern the use of the Skillsoft Products provided hereunder.

Except as modified above, all other terms and conditions of the Agreement and the Order Form remains effective as is. The authorized representatives of Skillsoft and Customer have executed this Amendment No. 1 signifying their agreement to its contents.

SKILLSOFT (US) LLC

Signed by:
By: Matthew Glitzer
6AADCCFE20EA4BE...

Name: Matthew Glitzer

Title: Chief Revenue Officer

Date: 10/29/2026

INDIAN RIVER STATE COLLEGE

By:

Name: Dr. Timothy Moore

Title: President

Date: 10/29/26

IC-10448 | Graves

Docusign Envelope ID: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3

Skillsoft

EXHIBIT A
CUSTOMER INFORMATION EXHIBIT

BILL TO	Indian River State College
CONTACT	Sera Phillips
PHONE	772/462-4740
E-MAIL	sfphilli@irsc.edu
ADDRESS	3209 Virginia Ave
CITY	Fort Pierce
STATE	FL
COUNTRY	US
ZIP CODE	34981-5596

SHIP TO	Indian River State College
CONTACT	Mia Tignor
PHONE	(772) 462-7590
E-MAIL	mtignor@irsc.edu
ADDRESS	3209 Virginia Ave
CITY	Fort Pierce
STATE	FL
COUNTRY	US
ZIP CODE	34981

Docusign Envelope ID: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3

Skillsoft

EXHIBIT B

SKILLSOFT ON-DEMAND SERVICES EXHIBIT

BACKGROUND

The focus of the On-Demand Services subscription is to help Customer optimize the investment in Skillsoft learning products and technologies by expanding tactical and strategic capabilities and proficiencies. Skillsoft resources can engage with Customer to consult on common subject matters and/or assist with elements of learner experience and site configuration, program promotion, reporting, compliance administration, and platform training and administration.

SCOPE AND APPROACH

Scope

The scope of this Exhibit is limited to providing direct access to Skillsoft Professional Services resources for the License Term set forth in the Order Form. On-Demand Services subscription provides deliverables and/or engagements on a "credit" basis, with each deliverable/engagement consuming a specific number of credits (2, 4, 6, or 8 credits). Each option is pre-scoped to consume credits based on complexity of the deliverable/engagement, unless otherwise noted.

Deliverables/engagement options and associated credits are listed below.

Skillsoft may adjust the On-Demand Services offering listed in the table below once per year. In the event that Skillsoft adjusts the offering, Skillsoft will notify via email the new offerings available.

Business Need	Service Type	2 Credits	4 Credits	6 Credits	8 Credits
OPERATIONAL					
Services designed to provide administrative support and resourcing for key activities such as one-time administration projects and hosted custom content publishing services.	**Reporting administration**	Ad hoc - one time with training	Customized reports (up to 4)	Customized reports (up to 8)	Customized reports (up to 12)
	Hosted custom content publishing	Bulk publishing administration (up to 20 custom course files)	Bulk publishing administration (up to 500 custom course files)		
	Ad hoc - Learning Administration (short-term projects)	To support short-term administrative projects such as: bulk user updates, Percipio Live (ILT) Bulk uploads, user clean-up, library maintenance projects, configuration of reports. Please note: For long-term/monthly engagements, please see your Account Team for more information.			
PLATFORM					
Skillsoft Platform Consultants will coach, train, and advise your Administrators on the ways to function within the platform and leverage best practices. Where your resources are tight, Platform Consultants will help you get important platform projects completed.	**Percipio custom integration maintenance**	Annual maintenance for custom Percipio integration			
	Core Platform training and guidance	Platform guidance & training Focused guidance on Platform best practices, including configuration of multi-site set up (up to 8 hours in 3 months)		Platform consulting Coach, train, and advise customer administrators on Percipio functionality and best practices (up to 24 hours in 3 months)	

Docusign Envelope ID: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3

Skillsoft

Business Need	Service Type	2 Credits	4 Credits	6 Credits	8 Credits
STRATEGY					
Skillsoft Professional Services Learning Consultants leverage a wide range of experience in instructional design, learning and talent development to assist you in crafting a learning strategy.	**Ad hoc - Learning Consultation** (short-term projects)	Short-term, learning consultation by a specialist for: Content Curation; Metrics and Measurement Dashboards; Blended Learning, Program, and Curriculum Design; Learning Strategy. Professional Services will assess each request and confirm in writing (via email) to you the required credits needed to fulfill requests.			
PROGRAM					
Skillsoft Professional Services Consultants will help you to support learning programs through curation, effective launch strategy, communications, and program impact assessment.	**Communication support**	Program launch support (4 communication pieces)	Tailored communication/ marketing or emails (up to 6 pieces)		
	Program launch, administration, and impact	Program kick-start with communications and live virtual kick-off sessions	Learner Program Impact Assessment (up to 4)		Creation of Learning Paths (up to 6 with up to 5 targeted assets, reflection questions, and application activities)

Business Need	Service Type	2 Credits	4 Credits	6 Credits	8 Credits
COMPLIANCE					
Skillsoft Consultants and Administrators help you launch, manage and track your most important compliance initiatives across all stages of the compliance learning life cycle.	**Purposeful Process:** Establish processes capable of delivering learning that is effective and efficient for compliance	Tailored compliance Learning Program Survey with recommendations (one time only)	Percipio Compliance Admin Support: coaching on configuration, attestation, etc. (up to 16 hours, not to exceed 3 months)	Compliance platform consulting: coach, train, and advise administrators on Percipio functionality and best practices (up to 24 hours, not to exceed 3 months)	Compliance learning program consulting: coach and advise on learning program design, strategy, and best practices for capable process (up to 48 hours, not to exceed 3 months)
		Percipio Compliance Admin training (up to 8 hours, not to exceed 3 months)			
	Program Content Preparation: Prepare content required to launch and deliver compliance learning programs	New Program Request: align and plan "Phone a Friend" (up to 4 courses)	Tailored communications or email notifications for Percipio Compliance (up to 6 assets)		
		Content configuration (up to 10 Skillsoft courses in Percipio)			
		Certitude administration (up to 10 questions)			

Skillsoft

	Program administration & awareness: Communicate availability and requirements	Campaign kick-off and Program launch support (one initiative only)	Learning Admin for compliance (up to 40 hours, not to exceed 3 months)	Learning Admin for compliance (up to 60 hours, not to exceed 4 months)	Learning Admin for compliance (up to 80 hours, not to exceed 4 months)
	Content Deployment: Launch programs for use by learners	Program Deployment Plan & Readiness Check or "Phone a Friend' support (up to 8 hours, not to exceed 3 months)	Set up audience with assignment (up to 3 audiences) Basic program deployment (up to 2 courses)		Complex program deployment (up to 6 courses)
	Compliance reporting & support: Provide data required to manage performance	Ad-hoc Compliance program reporting (with exceptions) (one time only)	Reports with exceptions (up to 4 reports) Campaign management (for 3 periods)	Compliance consolidation reporting (up to 6 reports)	Customized reports (up to 12) or tailored dashboard
	Ad hoc: Learning Consultation (short-term projects)	Short-term, learning consultation by a specialist for: metrics, dashboards, site configuration, learner management, content management, site maintenance, administration, course uploads, batch tasks, multi-site configuration, program management support, audiences, assignments, and post-implementation support. Professional Services will assess each request and confirm in writing (via email) to you the required credits needed to fulfill requests.			

All services will require a minimum of two (2) credits to engage Professional Services will assess each request and confirm in writing (via email) to the Customer the required credits needed to fulfill requests.

Changes in scope may result in a need for additional credits, which will be mutually agreed upon in advance, and shall be memorialized in a duly executed Change Order as set forth in Section 3 below.

Duration and Effort – Services are based on written Customer requests and must be used within the annual term of the agreement. The Customer shall not be entitled to any refund if the allotment of purchased credits is not used during the applicable annual license term, and in no event will any unused credits be rolled over to the next Annual License Term. Any paid but unused credits at the end of the Annual License Term will be forfeited by the Customer.

Approach – The Skillsoft Professional Services Consultant will seek confirmation in writing of used credits, project priorities, milestones, schedule, and objectives. The Professional Services Consultant shall confirm the remaining credits before each project commences.

Assumptions

- Customer will ensure access to all individuals whose input is critical to the work requested and will provide timely reviews of all project deliverables.
- Skillsoft Program manager will delegate certain tasks or projects to support personnel based on availability, special skills or knowledge in order to fulfill service commitments within the scope of this On Demand Services subscription.
- Adherence to the limits of service capacity, scope, and schedule shall be managed jointly by the Customer and Skillsoft's Program Manager through documentation of credit availability and consumption.
- Customer must ensure all learners have access to the linked documents/sites.
- All files supplied by Customer is the intellectual property of Customer or in the public domain. Customer has received expressed written permission from the content owner to include any copyrighted materials.
- All custom content supplied by Customer is the intellectual property of Customer or in the public domain. Customer has received expressed written permission from the content owner to include any copyrighted materials in the courses.
- All custom content supplied by Customer will be used "as is." Any modifications required to any documents are outside of the scope of this customization and must be addressed in a separate Statement of Work.
- Hosted Custom Content Publishing Services do not guarantee Section 508 compliance of the platform or content.
- Services and deliverables will be provided in English only.

CHANGE PROCESS

Skillsoft

Any changes to Section 2 above will be documented in a change order document (the "Change Order"). The Change Order shall document the change in services and a fee estimate. Implementation of the change shall be factored into the initial project plan and a modified completion date for the services will be detailed, if necessary. Any changes must be memorialized in a duly executed Change Order before such changes are implemented.

TRAVEL AND EXPENSES

This On-Demand Services subscription does not require Skillsoft resources to be resident on the Customer's site. However, should there be travel or miscellaneous expenses incurred in providing this service, these additional costs will be approved by the Customer in advance, and will be invoiced to the Customer as incurred and are payable net 30 days from date of invoice. No travel charges shall be billed to Customer without Customer's express written approval of the need for travel (email will suffice).

Certificate Of Completion

Envelope Id: 377C8A27-7F60-8E14-83EF-34DF8F50F9A3
Status: Completed
Subject: Amendment (Indian River State College and Skillsoft (US) LLC)
Source Envelope:
Document Pages: 7
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Skillsoft Contracts
300 Innovative Way, Suite 201
Nashua, NH 03062
contracts@skillsoft.com
IP Address: 35.185.192.36

Record Tracking

Status: Original
10/29/2026 2:09:50 PM
Holder: Skillsoft Contracts
contracts@skillsoft.com
Location: DocuSign

Signer Events	Signature	Timestamp
Matthew Glitzer matthew.glitzer@skillsoft.com Chief Revenue Officer Skillsoft Security Level: Email, Account Authentication (None)	Signed by:  6AADCCFE20EA4BE... Signature Adoption: Pre-selected Style Using IP Address: 98.242.225.93	Sent: 10/29/2026 2:09:51 PM Viewed: 10/29/2026 2:20:42 PM Signed: 10/29/2026 2:20:50 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/29/2026 2:09:52 PM
Certified Delivered	Security Checked	10/29/2026 2:20:42 PM
Signing Complete	Security Checked	10/29/2026 2:20:50 PM
Completed	Security Checked	10/29/2026 2:20:50 PM

Payment Events	Status	Timestamps

AGENDA ITEM NO. 11c

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Cisco Contract Renewal

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the annual Cisco Contract Renewal that we have in place to support our infrastructure. This supports the networking, wireless access, audio visual, and the security cameras across all campuses.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** October 15, 2026 – October 14, 2027.
2. **FISCAL IMPACT:** $94,411.79
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend Approval

SUBMITTED BY: TaTanisha Baker DATE: 10/26/26

BOARD ACTION: DATE: 11/17/26

Q-298118

Generated Date: 10/20/2026
Expiration Date: 11/19/2026
Account Name: Indian River State College, FL
Opportunity Name: Renewal_OP-226112_TAKEOVER RENEWAL: CISCO : Indian River State College, FL : 1YPP
Opportunity Number: OP-226112
Contract Number: NWN_FL NASPO PA #43220000-NASPO-19-ACS (AR3227)_Cisco_DataCom
Work Order #

Client Contact Information

Primary Contact: Ta Baker
Contact Title: AVP, IT Strategic Initiatives
Contact Phone: +1 772 462 4772
Contact Email: jmarsha1@irsc.edu

NWN Contact Information

Primary Contact: Herb Martinez
Contact Title: Territory Account Executive
Contact Phone:
Contact Email: herb.martinez@nwn.ai

Bill To

Indian River State College, FL
3209 Virginia Ave
Fort Pierce, FL 34981-5596

Ship To

Indian River State College, FL
3209 Virginia Ave
Fort Pierce, FL 34981-5596

Product

#	ITEM	DESCRIPTION	QTY	Location	Start Date	End Date	UNIT PRICE	EXT. TOTAL
1.	CON-ECMU-LPPIX25U	STD SW ECMU	1	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$405.53	$405.53
2.	CON-SNT-FPR4125N	SNTC-8X5XNBD Cisco Firepower 4125 NGFW Appliance, 1U	2	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$16,068.12	$32,136.24
3.	CON-ECMU-RPI37SW9	SWSS UPGRADES Prime Infrastructure 3.7 Software	1	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$3.16	$3.16
4.	CON-SNT-SNS3695K	SNTC-8X5XNBD Medium Secure Network Server for ISE App	2	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$8,984.33	$17,968.66
5.	CON-ECMU-SFMMCVWK	CCW ONLY SWSS UPG FIREPOWER MGMT CENTER VMWARE	1	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$67.69	$67.69
6.	CON-ECMU-LPPI325U	SWSS	1	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$203.08	$203.08
7.	CON-ECMU-NXOSADM8	Cisco Smart Net Total Care Software Support Service - Technical support	2	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$8,302.94	$16,605.88

8.	CON-ECMU-LMGMBASE	SWSS UPGRADES Cisco Ent MGMT PI 3.x Platform Base Lic	1	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$12.65	$12.65
9.	CON-SNT-2FFI6454	SNTC-8X5XNBD UCS 6454 FI with 8x25G cables (Refresh-2-futur	2	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$1,849.88	$3,699.76
10.	CON-SNT-N9508	SNTC-8X5XNBD Nexus 9508 Chassis w	2	3209 Virginia Ave Fort Pierce, FL 34981-5596	10/15/2026	10/14/2027	$11,654.57	$23,309.14
							Total:	$94,411.79

***The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price.The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.*

Financial Summary	
ITEM	**TOTAL**
Quote Sub-Total:	$94,411.79
One-Time Ext. Total:	$94,411.79

Billing and Payment Terms	
ITEM	**TERM**
Subscription Term:	12
Billing Terms:	Recurring - Annual
Payment Terms:	Net 30
Payment Schedule:	100% on Completion

Accepted and agreed by:

Indian River State College, FL	NWN Corporation
Signature	Signature
Timothy E. Moore, Ph.D.	
Name	Name
President	
Title	Title
11/5/26	
Date	Date

Terms and Conditions

Statement of Confidentiality

This quote has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This Quote may not be released to another vendor, business partner or contractor without prior written consent from NWN

Additional Information

AGENDA ITEM NO. 11d

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Clinical Affiliation Agreement with Vivo Healthcare Fort Pierce

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

SUMMARY:
Board approval is requested for the attached Health Science Clinical Affiliation Agreement in which the named health care agency has agreed to provide its 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. This 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.

TERM:
This agreement shall be effective for indefinite duration, commencing upon the date of signatures of both parties.

FISCAL IMPACT: None

TERMINATION TERMS:
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.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Patricia Gagliano DATE: 10/26/26

BOARD ACTION: DATE: 11/17/26

Indian

NO. 951A

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 **VIVO HEALTHCARE FORT PIERCE,** 700 29th Street, Fort Pierce, Florida 34947, 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.

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

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.

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**.

The **HEALTH CARE FACILITY** agrees to provide clinical facilities as an affiliate of the **COLLEGE,** but not as a joint venturer or partner or subsidiary of the **COLLEGE** for the duration of clinical rotations for student(s) assigned to the facility. No legal relationship between the **HEALTH CARE FACILITY** and the **COLLEGE** exists beyond the scope of the Health Science Student(s) Experience Agreement.

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.

Ken Ragin, Administrator
VIVO HEALTHCARE FORT PIERCE

10/20/2026
Date

Milo Thornton, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date

AGENDA ITEM NO. 11e

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Echo360 Services Order Form

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the Echo360 Services Order Form for EchoVideo Active Learning Subscription, EchoVideo Cloud Usage Bundle, and EchoVideo Automated Speech Recognition Bundle used across campus to record classroom content.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** July 1, 2026 – June 30, 2027
2. **FISCAL IMPACT:** $77,500
3. **TERMINATION TERMS:** N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: TaTanisha Baker DATE: 11/2/26

BOARD ACTION: DATE: 11/17/26

ORDER FORM

Turning Tech Intermediate, Inc. (*dba* Echo360)
6000 Mahoning Ave, Suite 254
Youngstown, OH 44515 USA
www.echo360.com

Quote Number: Q-16096
Quote Date: July 15, 2026
Valid For:
Account: Indian River State College
Prepared By: Matthew Short
Prepared For: Jason Hazellief

Bill To:
Indian River State College
3209 Virginia Ave
Fort Pierce
Florida
34994
United States

Ship To:
Indian River State College
3209 Virginia Avenue
Fort Pierce
Florida
34981
United States

IDENTIFICATION OF ECHO360 SERVICES (SOFTWARE AND/OR HARDWARE) INCLUDING ANY OPTIONS AND FEES:

Product Name	Subscription Start	Subscription End	Qty	Total Amount
1 **EchoVideo Active Learning Subscription** Annual Subscription Service license includes: Lecture/content capture and remote learning; Student engagement (student notes, bookmarks, study guide and peer to peer Q+A); Instructional content library and content management; In-class assessment with polling, online quizzing, learner analytics and gradebook integration; Software maintenance (included); Support (included). Except in the event of termination of this Order Form, Echo360 shall retain processed capture files, content, and usage information, excluding original master recordings, for a period of 2 years from the date of creation and/or recording (the "Capture Event"). Customer acknowledges the original master recordings created by or uploaded to the Subscription Services are not accessible to Active Users at any time during the	July 1, 2026	June 30, 2027	5,000	77,550.00 USD

Subscription Term, and that Echo360 reserves the right to automatically delete the master recordings thirty days after a Capture Event or file upload.				
2 **EchoVideo Cloud Usage Bundle** Cloud Usage Bundle covers 5,000 hours of audio, video, course content, and application data streamed, downloaded, or viewed in a given time frame. Incremental Cloud Usage Bundle for EchoVideo is sold in 5,000 hours of streamed or downloaded content at $750 per bundle. Cloud Usage Bundle estimates are made based on Customer inputs. Future year usage are estimates and can vary based on room deployment, the use of scheduling to increase capture frequency, and the degree to which instructors engage students with the platform. If Customer plans to increase its usage of the Subscription Services, Cloud Usage Bundle estimates should be increased accordingly. When usage exceeds prior purchased limits, an incremental Cloud Usage Bundle will be immediately provisioned and billed at the rate established herein.	July 1, 2026	June 30, 2027	10	0.00 USD
3 **EchoVideo Automated Speech Recognition Bundle** Transcription hours for EchoVideo Active Learning/Learning Capture Subscription content. ASR Fees are based on the quantity of blocks, each block contains 1,000 hours of transcription. Unused purchased ASR hours will roll over to the subsequent EchoVideo Subscription Term. Unused ASR hours included with the EchoVideo subscription agreement at no charge do not roll over to the subsequent EchoVideo Subscription Term but are reissued annually. If the Agreement is terminated, unused ASR hours will be forfeited.	July 1, 2026	June 30, 2027	4	0.00 USD

echo360

ORDER FORM

CUSTOMER NOTES:		
	Subtotal	77,550.00 USD
	Shipping & Handling	USD
	Sales Tax	0.00 USD
	TOTAL	77,550.00 USD

Please note: The amounts for Shipping & Handling costs as well as Sales Tax are estimates and may differ from the actual amounts billed. Sales Tax will be included on the invoice unless a valid tax exemption form is provided to us.

TERMS:

1. **SERVICE AGREEMENT:** This Order Form is governed by and subject to terms and conditions of the Master Subscription and Professional Services Agreement ("Master Agreement"). Capitalized terms not defined on this Order Form have the meanings assigned in the Master Agreement. Support & maintenance is included in the cost of Subscription Services and will be provided pursuant to the terms in the Master Agreement. This Order Form shall govern to the extent of any conflict with the Master Agreement.
2. **OTHER SERVICES:** Professional Services may be purchased pursuant to a separate Statement of Work.
3. **SUBSCRIPTION TERM:** 12 Months, commencing on July 1, 2026 and ending on June 30, 2027.
4. **RENEWAL TERM:** This Order Form will automatically renew for successive 12-month periods. An automatic increase of 5% shall apply to all future renewals.
5. **PAYMENT TERMS:** Customer will be invoiced upon execution of this Order Form. Payment will be Net 30 following the invoice date. The billing frequency will be Annual. All other payments, including Fees incurred when the Subscription Service license scope and Bundles are exceeded as per the table above, shall be due and owing thirty (30) days after receipt of an invoice from Echo360.
6. **USAGE:** If Customer's usage of Subscription Services exceeds the quantities purchased by Customer and fees for additional Subscription Services are provided on the above contract details, then Customer will be accordingly upgraded and invoiced for the remaining portion of the Subscription Term. Customer agrees to pay the invoiced amount in accordance with the payment terms of this Order Form.
7. **PURCHASE ORDERS ("PO"):** POs shall be sent via e-mail to salesops@echo360.com.

Payment Portal/Supplier Form: For questions about invoices, payment, or if an invoice needs to be submitted to a portal or a supplier form needs to be completed, please e-mail echoar@echo360.com to reach Echo360's accounting department.

PO# (If applicable):

Is a PO required for payment? Y/N:

Accounts Payable Email:

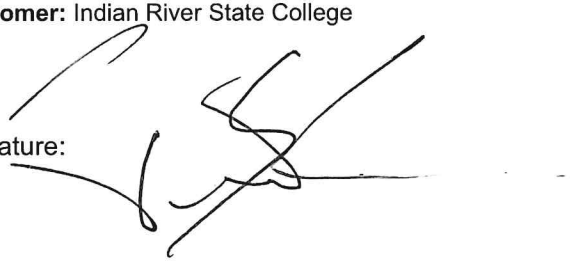
[Signatures on Next Page]

echo360

ORDER FORM

ELECTRONIC SIGNATURES. Each party agrees that this Order Form may be electronically signed, and that any electronic signatures appearing on this Order Form are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Customer: Indian River State College

Signature: 

Print Name: Timothy E. Moore

Title: President

Date: 11/2/26

Turning Tech Intermediate, Inc. d/b/a Echo360

Signature:

Print Name:

Title:

Date:

AGENDA ITEM NO. 11f

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Evisions Software License Agreement for Argos products

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the Evisions Software License Agreement for Argos products.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** November 18, 2026 – November 17, 2029
2. **FISCAL IMPACT:** $99,300
3. **TERMINATION TERMS:** 10 days after written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Vonrick Alexander	DATE: 11/2/26
BOARD ACTION:	DATE: 11/17/26

EVISIONS SOFTWARE LICENSE AGREEMENT

Licensee Name: Indian River State College

Licensee Address: 3209 Virginia Ave
Fort Pierce, FL 34981
Attention: Michael Hageloh

Evisions' Address: 1321 Upland Dr. PMB 20169
Houston, TX 77043
Attention: Finance Department
Email: finance@evisions.com

The Software License Agreement between Evisions LLC, a Nevada company ("***Evisions***"), and the Licensee identified above consists of (a) this cover sheet; (b) the Terms and Conditions attached to this cover sheet as ***Exhibit A***; and (c) the Order Form attached hereto as ***Exhibit B*** and any other mutually agreed upon Order Form or Statement of Work executed by Licensee and Evisions, from time to time, which shall be governed by the Terms and Conditions in Exhibit A (collectively, the "***Agreement***"). References to a "***Party***" means Evisions or Licensee, as applicable, and "***Parties***" means both of the Evisions and Licensee. Unless initialed and agreed to by both Parties, hand written changes will void this agreement.

Intending to be legally bound, the Parties hereto have caused this Software License Agreement to be executed by their duly authorized representatives.

EVISIONS LLC	**LICENSEE**
By: _____ (Signature)	By: _____ (Signature)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Date: _____	Date: _____

EXHIBIT A

Terms and Conditions

1. Licensed Product(s); Services.

   a) Licensed Product(s). Evisions and Licensee wish to establish a general relationship and procedure whereby Licensee may from time to time order software products from Evisions' then current list of available software products to be licensed for use according to the terms and conditions as set forth in this Agreement. For purposes of this Agreement, "***Licensed Products***" mean the software products identified on the Order Form, as the same may hereafter be amended by mutual written agreement of Evisions and Licensee, together with all documentation relating thereto, and all updates, version upgrades, corrections, enhancements and/or bug fixes pertaining to any of the foregoing hereafter provided by Evisions to Licensee, including any such items provided by Evisions to Licensee pursuant to Section 7 below. All right, title and interest in and to the Licensed Products, and all functional and technical designs, programs, modules, code, algorithms, flowcharts, and data diagrams embodied therein or relating thereto, and all copyrights and other intellectual property rights with respect to all of the foregoing shall be and remain the exclusive property of Evisions.

   b) Additional Services. Licensee may, from time to time, order additional services and professional services from Evisions, as mutually agreed upon and set forth in an Order Form or Statement of Work signed by the Parties (the "***Services***"). Supplier will perform the Services in accordance with this Agreement and the applicable Order Form executed by the parties, and Licensee shall pay for the Services as set forth in this Agreement and the applicable Order Form.

   c) SaaS Products. This Section 1(c) applies only if Licensee has ordered the Licensed Product known as "Argos Accelerator" or the Licensed Product known as "Argos Data Agent" or any other Licensed Product expressly identified on the Order Form as a "SaaS Product" (such Licensed Products, "***SaaS Products***"), as set forth in the applicable Order Form, and does not apply with respect to any other Licensed Products. The Parties acknowledge and agree that: (A) unlike other Licensed Products, the SaaS Products will be provided by Evisions on a software as a service basis; and (B) notwithstanding anything herein to the contrary, Section 2(a) and Section 4(a) shall not apply to, and the license granted to Licensee under Section 2(a) shall not include, the SaaS Products.

      i) License Grant. Subject to the terms and conditions of this Agreement, Evisions hereby grants Licensee a non-exclusive, non-transferable, and non-sublicensable license, solely during the Term (as defined in Section 11) of Licensee's license to the applicable SaaS Product, to access and use the features and functionalities of such SaaS Product on a software as a service basis, solely in support of Licensee's internal business activities.

      ii) Seats; Access Credentials. Evisions will provide Licensee's designated administrative users with the ability to issue access credentials (*e.g.*, username and password) enabling access and use of SaaS Products by individual users on Licensee's behalf ("***Access Credentials***"), subject to the maximum number of users permitted to have concurrent access to the applicable SaaS Product, as set forth in the Order Form (*i.e.*, the number of "seats" specified in the Order Form for such SaaS Product, if applicable). Subject to such maximum number of concurrent users, Licensee may issue or reassign Access Credentials to new or different users in Licensee's discretion, provided that: (A) (Licensee may not rotate, share, or reassign Access Credentials in any manner intended to circumvent such maximum; and (B) any person or entity other than Licensee's employees must be pre-approved by Evisions in writing before Licensee may issue Access Credential to such person or entity, or otherwise permit such person or entity to access or use the SaaS Products. Licensee will not permit or enable any use of Access Credentials by any person or entity other than the applicable user to whom they were originally issued.

      iii) Licensee Data. As between Licensee and Evisions, Licensee shall retain sole and exclusive ownership of all information, data, or content provided to, uploaded, or otherwise input into the SaaS Products, or any component thereof, by or on behalf of Licensee ("***Licensee Data***"), and shall solely own all output and results delivered to Licensee by the SaaS Products as a result of Licensee's use thereof ("***Output***"). Evisions agrees that with respect to Licensee Data and Output: (A) if Licensee is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("***FERPA***") apply, and Licensee Data or Output includes or constitutes "personally identifiable information" from "education records" of a student, as those terms have been defined under FERPA and its implementing regulations, Evisions is a "school official" with "legitimate educational interests" in such Licensee Data or Output, and will abide by the limitations and requirements imposed by 34 CFR § 99.33(a) on school officials; (B) Evisions will use Licensee Data and Output only as necessary to provide the features and functionalities of, and support for, the SaaS Products; (C) Evisions will not disclose, without Licensee's prior express consent, Licensee Data or Output to third parties other than third-party providers of services made available through the SaaS Products as set forth at https://www.evisions.com/third-party-terms/; (D) Evisions will implement and maintain commercially reasonable physical, technical, and organizational safeguards designed to protect the confidentiality, integrity, and availability of Licensee Data and Output against unauthorized access, use, or disclosure; (E) Evisions will promptly notify Licensee upon becoming aware of any incident of unauthorized disclosure or use of, or access to, Licensee Data or Output; (F)

Evisions will delete any Licensee Data and Output in Evisions' possession, custody, or control promptly upon the earlier of Licensee's written request or the termination or expiration of this Agreement; and (G) Evisions shall not use any Licensee Data or Output to train, improve, or develop any large language models, AI models, or other similar technologies.

iv) Third-Party Terms. Licensee's access and use of SaaS Products (other than the Licensed Product known as "Argos Accelerator") is subject to certain third-party terms listed at https://www.evisions.com/third-party-terms/ as such list may be updated from time to time, and Licensee agrees to comply with such terms. In the event of any conflict or inconsistency between these terms and any such third-party terms, such third-party terms shall govern solely with respect to Licensee's access and use of SaaS Products. Licensee acknowledges and agrees that Licensee shall be solely responsible for (and that Evisions shall have no responsibility or liability for): (A) acquiring and maintaining Internet service and any hardware or software (*e.g.*, PCs and Internet browsers) necessary for access to and use of SaaS Products; (B) all access to and use of SaaS Products through Access Credentials issued to, or generated by, Licensee; (C) all Licensee Data; (D) all decisions made or actions taken (or not taken) by Licensee or its employees representatives as a result of access to or use of SaaS Products or any Output; and (E) independently verifying and fact-checking Output, and any factual assertions which may be contained therein.

d) Argos Accelerator. This Section 1(d) applies only if Licensee has ordered the Licensed Product known as "Argos Accelerator," as set forth in the applicable Order Form, and does not apply with respect to any other Licensed Products.

i) Argos Accelerator Customizations. Notwithstanding anything in this Agreement to the contrary, Licensee is permitted to modify and customize the "Alteryx Workflow" and "Argos DataBlock" features of Argos Accelerator, provided that Licensee is prohibited from modifying or customizing any other portion of Argos Accelerator, including without limitation, the "Connectors" feature of Argos Accelerator that enables Argos Accelerator to receive data from certain third-party applications used by Licensee. Any modifications or customizations to, or derivatives of, Argos Accelerator (or any portion thereof) made by or on behalf of Licensee, are referred to herein as "***Argos Accelerator Customizations***." Any and all Argos Accelerator Customizations shall be the sole and exclusive property of Evisions, and Licensee hereby assigns all right, title, and interest in and to all Argos Accelerator Customizations, and all intellectual property rights therein, to Evisions. Any such Argos Accelerator Customizations shall be deemed to constitute part of the Argos Accelerator Licensed Product licensed to Licensee pursuant to these Terms and Conditions and the applicable Order Form, provided that, notwithstanding anything herein to the contrary: (A) Licensee shall be solely responsible for all Argos Accelerator Customizations and for all use thereof; (B) Evisions makes no representations or warranties whatsoever as to any Argos Accelerator Customizations, and none of Evisions' warranties set forth in Sections 9(a)–(c) shall apply with respect to Argos Accelerator Customizations; (C) the terms of Section 5 shall not apply with respect to Argos Accelerator Customizations; and (D) Evisions shall have no responsibility or liability for any errors, issues, or defects arising out of or related to any Argos Accelerator Customizations.

e) Argos Data Agent. This Section 1(e) applies only if Licensee has ordered the Licensed Product known as "Argos Data Agent," as set forth in the applicable Order Form, and does not apply with respect to any other Licensed Products.

i) Argos Data Agent Performance Warranty. Evisions warrants that Argos Data Agent will function materially in accordance with any applicable Documentation made available to Licensee by Evisions (the "***Argos Data Agent Performance Warranty***"), provided that: (A) Licensee or its users operate Argos Data Agent in accordance with such Documentation and all applicable instructions provided by Evisions; (B) Licensee notifies Evisions of any material failure of Argos Data Agent to function materially in accordance with such Documentation (a "***Defect***") within twenty (20) calendar days after the occurrence of such failure; (C) Licensee complies with any reasonable recommendations provided by Evisions with respect to any third-party software products (including operating system software) that materially affect the performance of Argos Data Agent; (D) such Defect is not attributable to Licensee's Internet service or any hardware, software, or services not provided by Evisions; and (E) Licensee has paid all amounts due hereunder and is not in breach of this Agreement. Notwithstanding the foregoing, Licensee acknowledges that Evisions does not warrant that Licensee's use of Argos Data Agent will be uninterrupted or error-free. If Evisions materially breaches the Argos Data Agent Performance Warranty or Section 7 (including the Software and Support Agreement referenced in Section 7) with respect to Argos Data Agent, and fails to cure such breach within thirty (30) calendar days of receipt of written notice of such breach from Licensee, then Evisions shall, upon Licensee's written request and as Licensee's sole and exclusive remedy for such breach, refund Licensee all fees actually paid by Licensee with respect to Argos Data Agent for the year in which such breach occurred, and terminate this Agreement with respect to Argos Data Agent (which termination shall not affect any license which may have been granted to Licensee with respect to other Licensed Products).

2. Operating License; Restrictions.

(a) Operating License. Subject to the terms and conditions of this Agreement, with respect to each Licensed Product, the Licensee is granted solely during the Term (as defined in Section 11), a non-exclusive, non-transferable and non-sublicensable license (with multiple server nodes if Clustering is purchased) to install, store, load, execute and display the Licensed Product(s), solely in support of Licensee's internal business activities (collectively, "***Use***"). For each license and additional

server node(s) purchased as part of this Agreement, the license granted hereby allows (a) installation of Licensed Product(s) on only one "live production" server site, one "test environment" server site, and one "disaster recovery server" site, (b) Use of as many copies of the Licensed Product, for an unlimited number of concurrent users, and on as many end user PC's as required for such Use. The Licensed Product(s) may be deleted from the server on which they were originally installed and may be relocated to and Used on another server by Licensee. The rights and licenses granted to Licensee with respect to the Licensed Product(s) are limited to those expressly stated in this Agreement, and no other rights or licenses shall arise by implication or otherwise.

(b) Restrictions. Without limiting the generality of the foregoing, Licensee shall not at any time, directly or indirectly, and shall not permit any authorized user to: (i) use the Licensed Product(s) for any purpose other than as specified in this Agreement or make the Licensed Product(s) available to unauthorized parties; (ii) copy or modify the Licensed Product(s) in any manner or create derivative works based on the Licensed Product(s); (iii) permit to be processed on or by the Licensed Product(s) the data of any third party, use the Licensed Product(s) in the operation of a service bureau, provide access to the Licensed Product(s) as an application service provider, or allow a third party to perform services for Licensee using the Licensed Product(s); (iv) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Licensed Product(s); (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Product(s), in whole or in part, or (vi) access the Licensed Product(s) in order to (1) build a competitive product or service, or (2) copy any content, features, functions or graphics of the Licensed Product(s).

3. Effective Date. The license granted by this Agreement with respect to each Licensed Product shall become effective as of the date noted on the Order Form, or the electronic delivery of the license key for the Licensed Product, whichever comes first, and continue during the Term unless and until terminated as provided in Section 11 below.

4. Program Code & Documentation.

(a) Program Code. Unless otherwise specified by Evisions in writing, the Licensed Product(s) shall be provided to Licensee and Used strictly in machine-readable object code format. No source code or technical-level documentation are licensed under this Agreement.

(b) Program Documentation. The Licensee shall be provided "***Documentation***" describing in reasonable detail, understandable by a user of general proficiency, the use and operation of the Licensed Products. The Documentation shall be supplied in electronic form in the Licensed Product's own internal help system, and on the Evisions' website, and may be reproduced by Licensee solely in furtherance of its Use.

5. Acceptance. A Licensed Product shall be deemed accepted by Licensee unless Licensee notifies Evisions in writing of a material defect in the Licensed Product within twenty (20) calendar days after delivery of the Licensed Product.

6. Prices & Payment. The license fees for Licensed Products with respect to the first year of the Initial Term (as defined in Section 11) are set forth in the Order Form and will be invoiced in accordance therewith. Evisions shall invoice Licensee annually for payments due during the Initial Term and for any subsequent extensions of this Agreement. Each subsequent invoice after the first year shall be pursuant to the terms and conditions of this Agreement except that the license fees for each Licensed Product will increase by four percent (4%) each year of the Initial Term, unless otherwise agreed to in writing. If the license for any Licensed Product is renewed (automatically or otherwise) for a Renewal Term, the applicable license fees for such Renewal Term shall be equal to the license fees for the immediately prior equivalent time period to such Renewal Term plus four percent (4%). The fees for any Services are set forth and will be invoiced per the applicable Order Form or Statement of Work. Invoiced amounts shall be paid within thirty (30) calendar days from date of invoice. Licensee may not withhold or "setoff" any amounts due hereunder. Evisions reserves the right to stop work or suspend access to the Licensed Product(s) and may assert appropriate liens until all amounts due for Licensed Product(s) are paid in full. Any late payment may be charged interest by Evisions until paid at a rate equal to the lesser of (a) one and one half percent (1.5%) per month, or (b) the maximum rate permitted by applicable law. Collection of such interest shall be in addition to all other rights and remedies to which Evisions may be entitled under this Agreement or applicable law.

7. Support & Metadata Collection.

(a) Software Service and Support. Evisions will provide access to program updates and support for the Licensed Products in accordance with the Software Service and Support Agreement available at: https://www.evisions.com/software-support-agreement/.

(b) Metadata Collection. The Licensed Products may include features that collect and transmit to Evisions usage data, system performance metrics, and other technical information other than Licensee Data that is related to Licensee's servers and Licensee's and its users' configuration and use of the Licensed Products, which may include information that identifies or otherwise relates to such users (collectively, "***Metadata***"). Evisions may use Metadata to provide support for the Licensed Products or to ensure compliance with the terms of this Agreement. Evisions may also use and disclose Metadata in

aggregated or anonymized form to develop and improve the functionality of the Licensed Products and for Evisions' other internal business purposes. Licensee acknowledges and agrees that Evisions' collection of Metadata may occur automatically and on a continuous or periodic basis and that Evisions may use and disclose Metadata as set forth in this Section. Notwithstanding anything herein to the contrary, references to "Licensed Products" in this Section 7(b) (and not in any other Section of this Agreement), shall be deemed to include Reseller-Provided Licensed Products. "***Reseller-Provided Licensed Product***" means any software product owned or controlled by Evisions or its affiliates and with respect to which Licensee has purchased a license, subscription, or other right to access and use from a third party (rather than from Evisions pursuant to this Agreement) (any such license, subscription, or other right to access and use, a "***Reseller-Provided License***"). The terms of this Section 7(b) shall survive any expiration or termination of this Agreement, on a Reseller-Provided Licensed Product-by-Reseller-Provided Licensed Product basis, for the duration of the applicable Reseller-Provided License.

8. Confidential & Proprietary Information.

   (a) Acknowledgment. Licensee hereby acknowledges that the Licensed Product(s) and any Services (including any Documentation, source code, translations, compilations, partial copies and derivative works and other deliverables) are confidential and proprietary information belonging exclusively to Evisions or such third party as may be identified on the Licensed Product(s) or applicable Documentation ("***Confidential & Proprietary Information***"). For greater certainty, Confidential & Proprietary Information includes, but is not limited to, all inventions, improvements, enhancements, modifications, developments, or copyrightable or patentable subject matter resulting from, that arise from, modify, build on, or derive from Evisions' services, Licensed Product(s) or any Services. Confidential & Proprietary Information does not include: (i) information already known or independently developed by the Licensee outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of the Licensee, or (iii) information received by the Licensee from a third party who was not under an obligation to maintain such information as confidential. As between the Licensee and Evisions, the Confidential and Proprietary Information, the Licensed Product(s), Metadata, and any Services, and the intellectual property rights therein, are owned by Evisions and no rights are granted to Licensee with respect thereto other than the limited rights and licenses specified in this Agreement. For greater certainty, nothing herein grants, transfers or assigns any ownership interest in any of the Confidential and Proprietary Information, the Licensed Product(s), Metadata, or any Services, or the intellectual property rights therein.

   (b) Covenant. To the extent permitted by applicable law, with respect to the Confidential & Proprietary Information, and except as expressly authorized herein, the Licensee hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential & Proprietary Information to any person or entity, except to its own employees having a "need to know" to receive the services provided hereunder by Evisions, and to such other recipients as the Evisions may approve in writing. Neither the Licensee nor any recipient shall: (i) alter or remove from any Licensed Product(s) or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) attempt to decompile, disassemble or reverse engineer any Licensed Product(s) or other Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by Evisions). The Licensee and its personnel shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information as it uses in safeguarding its own confidential information, but in no event shall less than commercially reasonable care be exercised.

   (c) Injunctive Relief. Licensee acknowledges that violation of the provisions of this Section may cause irreparable harm to Evisions, not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available, without necessity of posting bond or other security to prevent any actual or threatened violation of such provisions.

9. Warranties.

   (a) Non-infringement Warranty. Evisions represents and warrants that the Licensed Product(s) (and Services, if any), when properly used as contemplated herein, will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Licensee shall immediately notify Evisions of such a claim, and thereupon Evisions shall, at its option (i) defend through litigation or obtain through negotiation the right of Licensee to continue using the Licensed Product in question; (ii) rework the Licensed Product in question so as to make it non-infringing while preserving the original functionality, or (iii) replace the Licensed Product in question with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, then Licensee's exclusive remedy is to request a return of the amounts actually paid by Licensee to license the Licensed Product in question for the year in which the event giving rise to liability commences. All corrections shall be as fully warranted as the original work through expiration of the original Warranty Period. Notwithstanding the foregoing, in no event will Evisions have any obligation or liability under this paragraph for any claim or action under any legal theory if the claim or action is caused by, or results from: (1) Licensee's combination, operation or use of the Licensed Product or Services with software or other materials not supplied by Evisions except where Evisions has given its prior written consent for such combination, operation or use, (2) any alteration or modification of the Licensed Product(s) or Services by Licensee without Evisions' prior written consent, or (3) Licensee continuing the allegedly infringing activity after being notified thereof in writing or after being provided modifications that would have avoided the alleged infringement.

(b) Limited Performance Warranty. Evisions represents and warrants with respect to each Licensed Product that, for a period of one (1) year from original delivery of the Licensed Product, or, if earlier, the expiration or termination of this Agreement ("***Warranty Period***"), the Licensed Product will operate in accordance with the applicable Documentation; provided, that (i) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by Evisions; (ii) Licensee notifies Evisions of any such defect within twenty (20) calendar days after the appearance thereof; (iii) Licensee has properly installed all updates and version upgrades made available with respect to the Licensed Product, and updates recommended by Evisions with respect to any third party software products (including operating system software) that materially affect the performance of the Licensed Product; (iv) Licensee has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Licensee has not introduced other equipment or software creating an adverse impact on the Licensed Product; (vi) Licensee has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) Licensee has made no changes (nor permitted any changes to be made other than by or with the express written approval of Evisions) to the Licensed Product, including, but not limited to its source code. The foregoing notwithstanding, Licensee acknowledges that Evisions does not warrant that Licensee's use of the Licensed Software will be uninterrupted or error-free. With respect to any services delivered by Evisions to Licensee pursuant to Section 7 and any other Services, Evisions represents and warrants that such services will be performed in a commercially reasonable manner and in accordance with general industry standards. In the event of a breach of the warranty stated in this Section 9(b), then Evisions shall, at Evisions' election and as Evisions' sole obligation, and Licensee's sole remedy, either (a) use commercially reasonable efforts to remedy the breach of warranty, or (b) with respect to the Licensed Product(s), refund to Licensee all license fees actually paid by Licensee with respect to the Licensed Product in question for the year in which the event giving rise to liability commences, and terminate this Agreement with respect to that Licensed Product.

(c) No Undocumented Features. Evisions represents and warrants that (i) the Licensed Product(s) will not, when delivered to Licensee, contain any timer, counter, lock or similar device (other than security features specifically approved by Licensee in the specifications) that inhibits or in any way limits their ability to operate, and (ii) it will scan (prior to delivery) the Licensed Product(s) with commercially available anti-virus software and shall use commercially reasonable efforts to remove viruses capable of being detected with such software.

(d) Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, EVISIONS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ALL LICENSED PRODUCTS, SERVICES AND OTHER PROFESSIONAL SERVICES, OR OTHER DELIVERABLES PROVIDED HEREUNDER, AND ANY APPLICATIONS CREATED THROUGH USE OF THE LICENSED PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. ANY UNAUTHORIZED CHANGES TO SOURCE CODE TO A LICENSED PRODUCT WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION. THE WARRANTIES STATED IN THIS SECTION 9 DO NOT EXTEND TO ANY APPLICATIONS CREATED THROUGH USE OF A LICENSED PRODUCT.

10. Limitation of Liabilities. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVISIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED AN AMOUNT EQUAL TO ONE TIME (1X) THE AMOUNTS ACTUALLY PAID BY LICENSEE TO EVISIONS DURING THE ONE (1)-YEAR PERIOD PRIOR TO THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND WILL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL EVISIONS BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST SAVINGS, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

11. Term and Termination. The initial term ("***Initial Term***") with respect to a Licensed Product under this Agreement shall commence on the date noted on the Order Form, or the electronic delivery of the license key for the Licensed Product and shall run for the period specified on the Order Form. At the end of the Initial Term, each Licensed Product will automatically renew for an additional one (1)-year period, unless (a) the parties agree in an Order Form to a different renewal period (each such period, a "***Renewal Term***", and collectively together with the Initial Term, the "***Term***") or (b) either Party gives the other Party written notice of non-renewal at least sixty (60) days before the expiration of the then-current license period, unless the parties have agreed to a new term as specified on the Order Form. During the Term, either Party may terminate this Agreement and/or any license granted hereunder if the other Party breaches any material provision of this Agreement and fails within ten (10) business days after receipt of written notice of default to correct such default. Further, either Party may immediately terminate this Agreement and/or any license granted hereunder if the other Party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) calendar days. There shall be no termination for convenience allowed for under this Agreement. Should Licensee elect to discontinue use of the Licensed Products prior to the end of the then current Term, Licensee shall pay to Evisions the entire value of the remaining fees for the then current Term as defined in the applicable Agreement or Order Form(s), and all outstanding fees in accordance with this Agreement, within 30 days of the date of termination.

Neither expiration of the Term nor termination of this Agreement and/or any license granted hereunder shall relieve either Party from any obligation or liability that has accrued under this Agreement prior to the date of such expiration or termination. At the earlier of expiration or termination with respect to any Licensed Product, (i) all rights and licenses with respect to such Licensed Product will immediately terminate and Licensee shall immediately cease all use of and activities with respect thereto, (ii) Licensee shall within ten (10) business days deliver to Evisions (or at Evisions's written request, destroy) and permanently erase from all devices and systems controlled by Licensee such Licensed Software and related Documentation, and (iii) Licensee shall certify to Evisions that it has complied with the requirements of this sentence. Further, the provisions of Section 6 ("Prices & Payment"), Section 8 ("Confidential & Proprietary Information"), Section 9(d) ("Warranties"), Section 10 ("Limitation of Liabilities"), Section 11 ("Term and Termination; Effect of Termination; Survival"), Section 12 ("Disputes; Choice of Law"), Section 13 ("Miscellaneous") and Section 14 ("Conflict of Terms") shall survive the expiration of the Term or termination of this Agreement.

12. Disputes; Choice of Law. Except for certain judicial relief authorized under Section 8(c) ("Injunctive Relief") which may be sought at any time, the Parties agree that all disputes between them shall first be submitted for informal resolution to their respective chief operating officers, or duly appointed representatives. Any remaining disputes shall be submitted to arbitration before one arbitrator in Orange County, California. The proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the Parties and enforceable in any court of competent jurisdiction. The prevailing Party's legal costs shall be paid by the opposing Party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD CAUSE THE LAWS OF ANY OTHER JURISDICTION TO APPLY.

13. Miscellaneous. These Terms and Conditions, the facing page attached hereto and the attached Order Form constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only in writing, signed by both Parties. Neither this Agreement, nor any rights or obligations hereunder, may be transferred or assigned by Licensee without Evisions' prior written consent. Any assignment made in violation of the foregoing shall be null and void. Evisions reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions, and a waiver of any one provision shall not be interpreted as a waiver of any other provision. Headings are for reference purposes only and have no substantive effect.

14. Conflict of Terms. In the event of any conflict between the provisions of this Agreement and any Order Form, the conflict shall be resolved by giving precedence to this Agreement unless an Order Form expressly states that the terms of this Agreement are being varied, which variation shall apply solely to such Order Form.

[remainder of page left blank]

EXHIBIT B

Order Form

LICENSEE NAME: Indian River State College
EFFECTIVE DATE: 11/18/2026

LICENSED PRODUCTS and PRICING

	INITIAL ANNUAL SUBSCRIPTION FEE*
☒ **Argos with SQL and Schedule & Delivery modules**	$50,000
☒ **Argos Advanced Modules: OLAP, Interactive Charts, API, DataBlock, REST and Salesforce Connectors, and Clustering (with up to 3 nodes)**	Included
SaaS Products	
☒ **Argos X**	Included
☐ **Argos Accelerator**	
☒ **Argos Data Agent Core Seats – unlimited seats**	$19,500
☐ **Argos Data Agent Advanced Seats****	
Initial Subscription Period: 11/18/2026 – 11/17/2029	
Fee to be increased annually as provided for in Section 6 above* * Annual LLM usage costs across both the Core and Advanced products cannot exceed the Annual Subscription Fee. Argos Data Agent Advanced Seat pricing is for the number of users detailed in this Order Form as of the signature date. The purchase of additional users for subsequent annual subscription years under this Order Form are subject to adjustment based on AI market pricing and usage.*	
TOTAL	**$69,500**

One-Time Services

SERVICES	ONE-TIME FEE
☒ Argos Remote Implementation	$0
☒ Argos On site Training – 3 days	$10,000
☒ Professional Services – Development and Consulting – 100 hours @ $198/hour	$19,800
TOTAL	**$29,800**

1. Applicable Surcharge Rates: Professional Services hourly rate starts at $240/hour
   Professional Services rates are subject to an annual increase at our discretion.

2. Method of Transmitting Support Requests: Evisions Customer Community: Support.Evisions.com

All prices shown are USD.

AGENDA ITEM NO. 11g

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreement for Lila White

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**
__-__ **DISCUSSION**

SUMMARY:
Board approval is requested for an Independent Contractor Agreement with Lila White to provide Perkins V Comprehensive Local Needs Assessment (CLNA) consulting services for Indian River State College. The agreement is effective July 1, 2026, through June 30, 2027, with services provided in accordance with the contractor's proposal. Compensation is $1,667 per month, not to exceed $20,000 during the contract term. The contractor will serve as an independent contractor, responsible for all applicable licenses, taxes, and insurance, with payments made upon submission of approved invoices for services rendered.

ALTERNATIVE(S): N/A

FISCAL IMPACT:
The agreement provides for compensation of $1,667 per month, with a total contract amount not to exceed $20,000 during the contract term. Funding is available through the Perkins V grant budget.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: James Howse DATE: 10/15/26

BOARD ACTION: DATE: 11/17/26

Indian River State College

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF $3,500 OR MORE

WHEREAS, **INDIAN RIVER STATE COLLEGE** in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "**College**") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

WHEREAS, the College has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **Lila White** (the "**Contractor**") having a principal place of business **at CONTRACTOR LOCATION USA** is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services**. The Contractor shall perform services as follows: **Perkins V CLNA Cosnultant** to be provided in accordance with the Contractor's Proposal dated **8/11/2026** [**Based on Proposal #** **08112026**] attached hereto and marked as **Exhibit A.** The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule**. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Indian River State College 3209 Virginia Ave. Fort Pierce, FL 32967**

3. **Term**. The provision of services under this Agreement shall commence on **07/01/2026**, and will terminate on **6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration**. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **One-thousand Six-Hundred Sixty-Seven and no/100 Dollars ($1,667.00)** and under no circumstances whatsoever shall the fee exceed,
Twenty-thousand Four and no/100 Dollars ($20,000.04) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements**. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
a. Require the Contractor to work exclusively for the College; and
b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and

d. Provide more than minimal training for the Contractor; and
e. Provide tools or benefits to the Contractor; and
f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

a. Any requirement that the College hold harmless another person or entity;
b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
e. Any State Board of Education (SBE)rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

a. Standard Workers' Compensation coverage as required by Florida law.
b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than $1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE** at **3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy

of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. **Attorneys' Fees, Experts' Fees, Costs.** In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. **Work for Hire.** To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Lila White, Owner
Printed Name and Title

lila-white@aol.com
Email Address

772-528-1802
Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Lila White
Contractor/Vendor/Supplier Name

Lila White
Signature

Lila White, Perkins V CLNA Consultant
Name and Title

426 SW Kentwood Road
Address

Port St. Lucie, FL 34953
City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

8-12-2026
Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE, COUNTY OF SAINT LUCIE
STATE OF FLORIDA

RECOMMENDED BY:

Administrator's Signature

NICHOLAS BROWN, Associate Dean

Name and Title

School of Business

College/Department

8/14/2026

Date

APPROVED BY:

Dr. Timothy Moore, President

08/17/2026

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

Independent Contractor Agreement
Exhibit A – The Services

1. **Services / Required Deliverables:**

Perkins V CLNA Consultant will provide consultation services for the following:

1. **Project Workplan and Timeline**
   - A comprehensive project timeline and work plan within 15 business days of contract start.
   - Clearly outlines roles, milestones, deadlines, and responsible parties.
2. **Stakeholder Engagement Plan**
   - Design and implementation plan for engaging required stakeholders:
     - CTE educators (secondary/postsecondary)
     - Students and parents
     - Business and industry partners
     - Special populations
     - CareerSource boards and economic development entities
   - Minimum of 3–5 regional roundtables/focus groups facilitated (virtual or in-person) with summary notes and attendance documentation.
   - Surveys or other tools (online/paper) are developed and administered as needed to fill gaps in qualitative data.
3. **Labor Market and Program Alignment Analysis**
   - Detailed **regional labor market demand analysis**, utilizing EMSI/LightCast, RDOL, and other sources
   - Alignment mapping of existing CTE programs (secondary and postsecondary) with high-skill, high-wage, in-demand occupations.
   - Identification of gaps and duplication in programs and credentials offered.
4. **Equity and Access Gap Analysis**
   - Disaggregation of student data (enrollment, performance, completion, placement) by:
     - Gender
     - Race/ethnicity
     - Students with disabilities
     - Economically disadvantaged
     - Non-traditional program enrollment
   - Identification of equity gaps, with root cause summaries and recommended interventions.
5. **Program Quality and Improvement Recommendations**
   - Evaluation of CTE program quality using state and local performance indicators (e.g., technical skill attainment, credentialing, post-placement).

- Recommendations for improving program quality, expanding access, or revising programs based on findings.

6. Comprehensive Final CLNA Report
   - A full report that includes:
     - Executive summary
     - Methodology and Stakeholder Engagement Summary
     - Labor market alignment analysis
     - Equity gap analysis
     - Program quality findings
     - Strategic recommendations (short and long-term)
   - The report must meet FLDOE formatting and documentation requirements for compliance and be finalized no later than 30 days before the state deadline.

2. **Payment for Services/ Required Deliverables:**

The College agrees to pay Contractor, as consideration for performance of the consulting services as outlined in the preceding paragraph, the total sum of $ 20,004.00 payable as follows:

- Payment of the total amount of $1,667.00 after completing July consulting
- Payment of the total amount of $1,667.00 after completing Aug. consulting
- Payment of the total amount of $1,667.00 after completing Sept. consulting
- Payment of the total amount of $1,667.00 after completing Oct. consulting
- Payment of the total amount of $1,667.00 after completing Nov. consulting
- Payment of the total amount of $1,667.00 after completing Dec. consulting
- Payment of the total amount of $1,667.00 after completing Jan. consulting
- Payment of the total amount of $1,667.00 after completing Feb. consulting
- Payment of the total amount of $1,667.00after completing Mar. consulting
- Payment of the total amount of $1,667.00 after completing April consulting
- Payment of the total amount of $1,667.00 after completing May consulting
- Payment of the total amount of $1,667.00 after completing June consulting

3. **Date(s) for Services/ Required Deliverables:**

Deadline to complete the work in Section A (see Services):

- July 1, 2026 – June 30, 2027

4. **Date of Final Completion of the Program:**

June 30, 2027

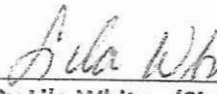
5. **Reimbursement for Expenses:**

No reimbursement for expenses is allowed under this Agreement.

Independent Contractor Agreement
Exhibit B – Insurance/Indemnification

By signing this Exhibit B to the Independent Contractor Agreement, Contractor acknowledges that he or she does or does not maintain insurance as required under Section 10 of the Independent Contractor Agreement. In consideration of the College's waiver of such insurance requirement, Contractor agrees to indemnify and hold harmless College and College's current or former employees, officers and agents to the fullest extent permitted by law, from and against all losses, claims, damages, obligations, assessments, penalties, judgments, awards and other liabilities (including reasonable attorney's fees and expenses) that arise from Contractor's negligence, misconduct, or breach of the Independent Contractor Agreement in the performance or nonperformance, as the case may be, of Contractor's duties under such Agreement.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement on the date set forth below.

Indian River State College	Lila White
College	**Contractor**
	
By Dr. Timothy Moore - (Signature)	**By Lila White - (Signature)**
Office of the President	
Department	**FEIN#:**
President	Perkins V CLNA Consultant
Title	**Title**
08/17/2026	8/11/2026
Date	**Date**

Mandatory Federal Flow-down Terms and Conditions
Exhibit C – Government Funded Grant Provisions

This Agreement is funded under a U.S. Government Grant; the following provisions, as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (2 CFR Part 200 et seq.), are part of this Order. If any conflict arises between the provisions of these Government Funded Grant Provisions and any other provisions of this Agreement, the Government Funded Grant Provisions shall prevail.

a) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- if the Purchase Order amount is for $100,000 or more, Supplier (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Supplier (and, if required, any subcontractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(b) Buy American Act (41 U.S.C. 8301- §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products, goods used to provide maintenance services). Supplier represents and warrants that all of the iron, steel, aluminum, cement, and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Supplier shall provide College with reasonable back-up documentation evidencing compliance with the Buy American Act (i.e., records showing Buy American standards are met or the appropriate federal agency granted a waiver).

(c) Clean Air Act and Federal Water Act-Awards that exceed $150,000, the "Contractor" shall guarantee that all products purchased as a result of this SOLICITATION comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).

(d) Contract Hours and Safety Standards Act (Mechanics or Laborers) - Awards that exceed $100,000, the "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) -(Applies to purchase orders in excess of $100,000 for contracts that involve the employment of mechanics or laborers). Supplier shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 - 3704), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Supplier shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act applies to construction work. It provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply

to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

(e) The Copeland "Anti-Kick Back" Act (Construction Work) - Awards exceeding $2,000, the "Contractor" shall comply with the Copeland "Anti- Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(f) The Davis-Bacon Act (Construction Work) - The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier covenants and agrees that all laborers and mechanics employed by Supplier and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Supplier is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Supplier is required to pay wages at least once a week.

(g) Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement- guideline-cpg-program

(h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216) - Supplier represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.

AGENDA ITEM NO. 11h

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: International Travel Request

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Professor Brian Skirvin-Leclair, DNP, APRN, School of Nursing, is requesting to participate as a peer site evaluator for the Accreditation Commission for Education in Nursing (ACEN) in its evaluation of the baccalaureate nursing program at JPMC College of Health Sciences in Bandar Seri Begawan, Brunei, September 6–8, 2027.

The anticipated international travel will require six to seven days (five service days). Participation will provide Dr. Skirvin-Leclair with professional experience in external nursing accreditation review, supporting continued faculty development and institutional engagement with nursing education quality standards.

Serving as a site evaluator for ACEN provides nursing faculty with a valuable opportunity to gain firsthand experience with accreditation standards, systematic program evaluation, curriculum assessment, student learning outcomes, and continuous quality improvement. Through collaboration with experienced nurse educators and academic leaders from other institutions, site evaluators develop a broader understanding of evidence-based educational practices, innovative teaching strategies, and institutional approaches to achieving program excellence.

Faculty serving as site evaluators bring valuable insights and perspectives back to their home institutions, supporting evidence-based decision-making and implementation of strategies to improve student retention and program outcomes and promotes a culture of academic excellence. Participation is subject to formal confirmation by ACEN and applicable College travel requirements.

ALTERNATIVE(S): None proposed.

FISCAL IMPACT: IRSC will fund travel expenses. Estimated cost and funding account: None. Travel expenses paid by the Accreditation Commission for Education in Nursing.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Patricia Gagliano DATE: 10/29/26

BOARD ACTION: DATE: 11/17/26

AGENDA ITEM NO. 11i

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Letter of Agreement with Salter Mitchell PR Firm

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the Letter of Agreement with Salter Mitchell PR Firm to provide public relations services to Indian River State College.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** October 22, 2026 – November 30, 2026
2. **FISCAL IMPACT:** $10,000
3. **TERMINATION TERMS:** 15 days advance written notice of the effective date of termination

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Lindsay Skully DATE: 10/26/26

BOARD ACTION: DATE: 11/17/26

LETTER OF AGREEMENT

This letter represents the agreement under which SalterMitchell PR, Inc. (hereafter, "SMPR") will provide public relations services to Indian River State College (hereafter, "Client").

1. Period of Performance
The period of performance for this agreement will commence on October 22, 2026, through November 30, 2026. This contract shall be considered executed once both parties have signed the document and may be extended upon mutual agreement.

2. Contract / Price
This is a time & materials agreement, which provides for the procurement of services based on direct labor hours at specified fixed hourly rates and materials (if any) at cost plus the standard agency administrative fee of 17.65%.

All services will be billed hourly at the rates provided in Section 4 and invoiced monthly as provided in Section 6.

3. Statement of Work
SMPR shall provide the following scope of work under the terms of this contract.

- Strategic planning and senior-level counsel
  - Develop a risk communication strategy
  - Participate in calls and email communications with the client and legal counsel regarding plans and progress
- Media and stakeholder relations
  - Develop stakeholder communications
  - Develop media materials
  - Develop responses to media inquiries and requests
  - Serve as spokesperson, if needed
  - If desired and recommended, provide brief media training to Client
  - Media monitoring to track and report story placements and social chatter
- Other related activities

4. Labor Rates
SMPR shall be compensated $300 per hour up to $10,000 for all work performed under this agreement through the period of performance described in Section 1.

If the period of performance is extended, SMPR and the Client may negotiate higher rates or increase the budget if necessary.

While SMPR cannot foresee all the personnel who may work under this contract, a list of the key personnel assigned to this project is listed below.

Key Personnel - Crisis Communications

Name	Title
April Salter, APR, CPRC	CEO, Senior Crisis Counselor
Heidi Otway, APR, CPRC	President, Senior Crisis Counselor
Lexie Savedge, APR	PR and Public Affairs Director
Kaitlyn Kelley	Multimedia Specialist

5. Travel and Other Direct Costs

The Client may authorize SMPR to purchase services or products on the Client's behalf. If such other direct costs are necessary, SMPR will request written approval from the Client's authorized representative listed in Section 6. SMPR will not commit to any such purchases without written authorization from the Client either through email or other means.

If such an expense is authorized, the Client shall reimburse SMPR for that cost plus a standard agency administrative fee of 17.65% for other direct costs for management, supervision, purchasing, and payment of traditional, social and digital media advertising. For materials or other third-party costs, such as printing and production, the Client agrees to pay a standard agency administrative fee of 17.65%.

SMPR travel, if any, will be billed separately at cost with no markup.

SMPR shall exert its best effort to prevent any loss to the Client resulting from the failure of proper performance by any third party, but SMPR shall not be held liable or responsible to the Client for any such failure by the third party.

6. Terms of Payment

SMPR shall submit invoices to Client on a monthly basis, in arrears, for Services rendered under this Agreement. Each invoice shall include an itemized description of the services performed, the number of hours worked, the applicable hourly rates as set forth in Section 4, and any reimbursable Direct Costs, with supporting documentation.

LATE PAYMENTS: If payment is not received after a grace period of 45 calendar days past the date of the initial invoice, the Client's bill shall be re-issued and

carry an additional 1.5% finance fee, compounded monthly (18% APY) until the bill is paid in full.

APPROVAL: Invoices will be considered submitted as of the date they are transmitted to the Client at the address provided herein. All billing is conducted via email, unless the Client requests that paper invoices be mailed. The invoice will be due upon receipt, and the Client will pay each invoice within 30 business days of receiving it.

SalterMitchell PR shall submit all invoices for the project to:

Company Name: Indian River State College
Contact: Lindsay Skully
Title: Associate Vice President, Brand Experience
Address: 3209 Virginia Avenue
City, State: Fort Pierce, Florida 34981
Phone: (772)462-7085
Email: lskully@irsc.edu

SalterMitchell PR prefers ACH payments made to Colony Bank:

Account Name: SalterMitchell PR, Inc.
Account Address: 117 S. Gadsden St, Tallahassee, FL 32301
Bank Name: Colony Bank
Bank Address: 2915-501 Kerry Forest Pkwy, Tallahassee, FL 32309
Bank Account Number: 1100018124
Bank Account Routing Number: 061202672

If payment is remitted by check, please mail to:

SalterMitchell PR, Inc
Attn: Accounts Receivable
117 South Gadsden Street
Tallahassee, FL 32301

If the Client is tax exempt, please provide a copy of Consumer's Certificate of Exemption (DR- 14) or other appropriate documentation.

7. Other Terms and Conditions

a. Modification/Changes: The Client may, from time to time, require changes to the work statement, budget or the term of this agreement. This writing contains the entire Agreement of the Parties and shall be subject to modification only by subsequent writing signed by the parties hereto.

b. Termination of the Agreement: Either party may terminate this Agreement at any time and for any reason by providing fifteen (15) days advance written notice of the effective date of termination. Upon termination, SMPR shall be entitled to expenses incurred in support of the project up to the date of termination and reasonable cost incurred to terminate the services, if any.

c. Rights/Ownership Interest: Upon payment, all rights, title and ownership of materials produced by SMPR at the Client's expense shall pass to the Client, except, subject to 7.d. below and the terms and conditions of the Non-Disclosure Agreement executed by the Client, designated representatives and consultants, SMPR will be allowed limited use of these materials for exhibition, training or as product examples to show existing or prospective clients. Also, notwithstanding any other provision in this agreement, SMPR, when authorized in writing by the client, may agree to limited use rights of content (pictures, illustrations, music, etc.) provided by third parties. In such cases, the Client agrees to abide by those limits. Unless such specific written permission is granted by the Client, there shall be no limitation to the Client's use of any materials provided under this contract.

d. Confidentiality: Both parties agree not to disclose information described by either party as confidential without the permission of the other party. SMPR's pricing and professional labor rates are confidential and should not be shared with other parties. However, SMPR may disclose any information to its employees and legal counsel, and, subject to Client's written consent, other professional advisors if it believes that disclosure is required in connection with the services being provided under this contract. Either party may also disclose confidential information to the extent required by applicable law or judicial or administrative order with prior notification to the other party.

e. Adherence to Code of Ethics: The Agency's Principals have received universal accreditation as an Accredited Public Relations Professional (APR), by the Public Relations Society of America, and as such, the Agency is bound by the Code of Ethics of that organization. At all times, the Agency, its employees, and

consultants of the Agency will adhere to the strict professional guidelines contained in the Code, which covers such areas as maintaining client confidentiality during and after the Agency provides services, adhering to strict standards of accuracy and truth, etc. A copy of the Code of Ethics is available upon request.

f. Indemnity: Both parties agree to indemnify and hold each other harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which either party may incur (or to which it may be a party), arising out of actions taken or statements made by each party at the other party's direction or based upon information provided by either party and any and all losses, claims, damages, expenses, or liabilities related to the use of the other party's products or services, except when such actions, claims, damages, costs and attorneys' fees result from negligence or willful misconduct by either party.

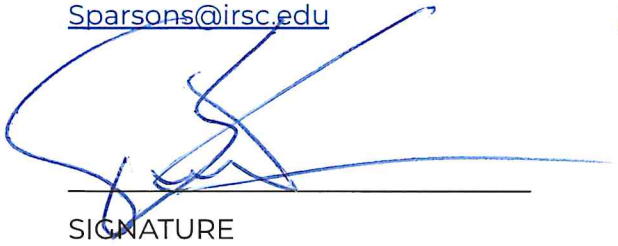
g. Arbitration: Should it be necessary for either party to this Agreement to institute legal action to enforce any provision of the Agreement, the parties agree to submit the dispute to binding arbitration, with each side responsible for its own attorney's fees.

h. Florida Law: This Agreement shall be subject to, interpreted by, and enforced under Florida Law. Without limiting the foregoing, this Agreement shall be subject to the provisions of Florida Statutes, and nothing set forth herein shall require either the Client or SMPR to act in a manner which is inconsistent with such provisions of law.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date last specified below:

FOR Indian River State College:
Dr. Timothy Moore
President
3209 Virginia Avenue
Fort Pierce, Florida, 34981
772-462-7085
Sparsons@irsc.edu

FOR SalterMitchell PR:
Heidi Otway, APR, CPRC
President & Partner
117 S Gadsden Street
Tallahassee, Florida, 32301
850-681-3200
heidi@saltermitchellpr.com



SIGNATURE

SIGNATURE

Timothy E. Moore, Ph.D.

NAME

NAME

President

TITLE

TITLE

Oct. 26, 2026

DATE

DATE

AGENDA ITEM NO. 11j1

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding by and between Florida Atlantic Board of Trustees and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**
__-__ **DISCUSSION**

SUMMARY:
Board approval is requested for a Memorandum of Understanding by and between Florida Atlantic University Board of Trustees and Indian River State College for the potential temporary use of College facilities and related support for family reunification, family assistance, emergency response, and associated preparedness or recovery activities.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Don Bergmann DATE: 10/30/26

BOARD ACTION: DATE: 11/17/26

MEMORANDUM OF UNDERSTANDING

by and between

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

and

INDIAN RIVER STATE COLLEGE

This Memorandum of Understanding (MOU), dated the 30th day of October, 2026, is hereby entered into by and between the FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES ("FAU") and INDIAN RIVER STATE COLLEGE (IRSC).

WHEREAS, FAU is a public institution of higher education concerned with the safety and welfare of students, faculty, staff, and visitors across its campuses and facilities; and

WHEREAS, FAU maintains emergency management capabilities designed to prepare for, respond to, and recover from emergencies and disasters affecting the University community; and

WHEREAS, IRSC is a public institution of higher education with facilities and operational capabilities that may, when available and appropriate, support emergency response and recovery activities; and

WHEREAS, emergencies and critical incidents may require FAU to establish family reunification centers, family assistance centers, or related support operations at locations away from affected facilities; and

WHEREAS, advance coordination can facilitate consideration of potential facilities and logistical support while preserving each Party's authority to assess operational needs and resource availability at the time of a request; and

WHEREAS, the Parties desire to establish a framework for voluntary cooperation without committing IRSC to provide any particular facility, resource, service, or level of support.

NOW, THEREFORE, in consideration of the mutual benefits of cooperation, the parties agree as follows:

I. PURPOSE

This MOU establishes a framework for cooperation between FAU and IRSC regarding the potential temporary use of IRSC facilities and related support for family reunification, family assistance, emergency response, and associated preparedness or recovery activities.

This MOU establishes a process for coordination in advance of an emergency while preserving flexibility to evaluate requests based on the circumstances, facility availability, safety, and operational requirements. Nothing herein creates a guaranteed commitment of assistance or requires either Party to reserve resources.

II. SCOPE

Within their respective authorities and capabilities, the Parties may cooperate in emergency preparedness and planning; family reunification and assistance operations; temporary use of facilities and operational space; staging, logistics and resource coordination; training and exercises; information sharing as permitted by law; and other mutually agreed emergency support activities.

III. FACILITY, RESOURCE, and OPERATIONAL SUPPORT

FAU may request temporary access to IRSC facilities, spaces, equipment, or other logistical support when needed for an emergency, critical incident, planned preparedness activity, or related operation. IRSC may identify available facilities and capabilities appropriate to support the request.

Potential locations for consideration include Building 7 (G) – Gymnasium and/or Building 20 (T) – McAlpine Fine Arts. These locations are illustrative planning options only. Their identification does not designate, reserve, or guarantee the availability or suitability of either building, nor does it exclude consideration of other IRSC facilities.

Any proposed facility or resource shall be evaluated at the time of need based on availability, accessibility, safety and security, existing uses, anticipated duration, operational requirements, and other relevant factors. Support is voluntary and subject to IRSC authorization and applicable law, policies, and procedures.

IV. ACTIVATION AND OPERATIONAL COORDINATION

FAU may initiate a request through its Department of Emergency Management, Emergency Operations Center, or another authorized official. IRSC shall evaluate the request through its designated representatives or other authorized officials. Receipt of a request does not constitute approval or activation.

Requests should identify the incident or activity, proposed use, anticipated duration, estimated occupancy, space and accessibility needs, and logistical or security requirements. If IRSC approves support, the Parties shall coordinate facility selection, authorized areas, access, points of contact, operational periods, security, and other site-specific arrangements.

FAU shall coordinate the reunification or assistance activities it conducts, including participating agencies and service providers, unless otherwise agreed. IRSC's provision of space does not, by itself, obligate IRSC to staff, manage, or operate such activities. Nothing in this MOU supersedes either Party's authority, policies, or incident management structure.

V. USE OF FACILITIES

FAU shall use any approved facility only for the purpose, areas, and period authorized by IRSC and comply with applicable site rules, safety requirements, access controls, and operating procedures.

The Parties shall coordinate, as appropriate, parking, utilities, technology, custodial support, furnishings, accessibility, security, facility staffing, restoration, and other logistical requirements. Any specific services or costs shall be agreed upon before use when practicable.

Unless otherwise agreed in writing, permission to use a facility does not transfer possession or control. IRSC may modify or withdraw authorization when required by safety concerns, institutional needs, competing emergency demands, or other circumstances, with coordination and reasonable notice when practicable.

VI. PREPAREDNESS, TRAINING, AND EXERCISES

The Parties may voluntarily participate in joint planning meetings, site familiarization, walkthroughs, workshops, exercises, after-action reviews, and improvement planning to strengthen coordination and evaluate potential facility use. Participation is subject to personnel and resource availability.

VII. INFORMATION SHARING

The Parties may share relevant situational, facility, resource, and operational information to the extent permitted by applicable law and institutional policies. Confidential, exempt, protected, or personally identifiable information shall be handled in accordance with applicable federal and state law and each Party's procedures.

VIII. RESPONSIBILITIES OF THE PARTIES

Each Party retains responsibility for its own personnel, equipment, property, operations, and decision-making authority. Personnel remain under the direction and control of their respective employers unless otherwise expressly agreed in writing.

FAU shall coordinate any FAU-led reunification and assistance functions conducted at an authorized IRSC location. IRSC may provide access and facility-related support as specifically approved, subject to its available resources and institutional requirements.

IX. LIAISON COORDINATION

The Parties may designate representatives to facilitate planning and incident coordination. Primary liaisons are:

- FAU: Primary – Director, Emergency Management; Alternate – Assistant Director, Emergency Management.
- IRSC: Primary – Chief Don Bergmann, Campus Safety; Alternate – Victor Barber, Major of Operations, Campus Safety.

X. COSTS

Unless otherwise agreed in writing, each Party shall bear its own personnel, equipment, and operational costs incurred under this MOU. Facility-specific costs, damage, restoration, additional services, or reimbursement arrangements, if any, shall be addressed in writing by authorized representatives before or during an approved use, as practicable. This MOU alone creates no obligation to reimburse the other Party.

XI. LIABILITY AND SOVEREIGN IMMUNITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives to the extent provided by law.

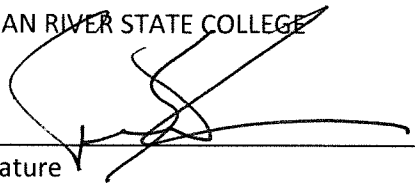
Nothing contained in this MOU shall be construed as a waiver of sovereign immunity by either Party or as an assumption of liability beyond that permitted by applicable Florida law, including section 768.28, Florida Statutes.

XII. TERM AND TERMINATION

This Agreement shall become effective upon the date of the last signature and shall remain in effect for a period of [five (5) years], unless terminated earlier.

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

The parties hereto enter into this MOU as of the dates set forth below.

INDIAN RIVER STATE COLLEGE	FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
	
Signature	Signature
Timothy E. Moore, Ph.D.	
Name	Name
President	
Title	Title
October 30, 2026	
Date	Date

AGENDA ITEM NO. 11j2

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding with Fort Pierce Utilities Authority – FPUAnet & IRSC Radio Tower

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
This is an updated agreement between Indian River State College Public Media and Fort Pierce Utilities Authority. FPUA will retain space on the Public Media Tower and in the "Q" Building in exchange for a 5Gps dedicated fiber internet connection to serve as primary or redundant service for continuous operations of Public Media.

ALTERNATIVE(S): N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Chris Puorro	DATE: 11/1/26
BOARD ACTION:		DATE: 11/17/26

Prepared by and return to:
Stefanie Beskovoyne
General Counsel
Fort Pierce Utilities Authority
206 S 6th Street
Fort Pierce, FL 34950

MEMORANDUM OF UNDERSTANDING
FPUAnet and IRSC Radio Tower

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") made and entered on the 1st day of November 2026 ("Effective Date") by and between Indian River State College District Board of Trustees, a public education institution of the State of Florida ("IRSC") and the Fort Pierce Utilities Authority, a municipal utility authority created by the Charter of the City of Fort Pierce, Florida ("FPUA"). IRSC and the FPUA may be referred to individually as a "party" or collectively as "the parties."

RECITALS

WHEREAS, the Fort Pierce Utilities Authority ("FPUA") was created and established by the City Commission of the City of Fort Pierce through a referendum election held in said City on May 30, 1972;

WHEREAS, Article XII of the Charter of the City of Fort Pierce, Florida, grants to the FPUA exclusive jurisdiction, control and management of the utilities of the City and all of its operations and facilities, all the powers and duties possessed by the city to construct, acquire, expand and operate utility systems, and to do any and all acts or things that are necessary, convenient or desirable in order to operate, maintain, enlarge, extend, preserve and promote an orderly, economic and businesslike administration of the utility systems;

WHEREAS, on August 31, 2005, Indian River Community College and the FPUA entered into an Agreement for Radio Tower Space which authorized FPUA's use of Radio Antennas ("Agreement for Radio Tower Space");

WHEREAS, as consideration for FPUA's use of the Radio Antennas, the Agreement for Radio Tower Space provided for access to an FPUA-owned shed located on IRSC's property to house its radio repeater and other equipment;

WHEREAS, IRSC has requested fiber installation and services by the FPUA to serve the radio station;

WHEREAS, it is imperative that the radio station have connectivity and electricity to ensure continuity of communication, especially in the event of a storm or other emergency;

WHEREAS, the parties desire to terminate the Agreement for Radio Tower Space and enter into this Agreement to memorialize the terms and conditions considered herein;

WHEREAS, the parties have determined that entering into this Agreement serves a public purpose;

NOW, THEREFORE, FPUA and IRSC hereby agree and covenant on the terms and conditions hereinafter stated:

1. **RECITALS**. The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

2. **AUTHORITY.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act.

3. **RESPONSIBILITIES.** The parties' responsibilities under this Agreement are as follows:

   a. **FPUA Equipment**. FPUA agrees to remove its equipment and convey title to the shed to the IRSC prior to July 9, 2027. FPUA will install its antennas and equipment on and within the IRSC Radio Tower. As consideration for this use, the FPUA shall pay the IRSC $1,874.52 per month, billed annually. This rate is all-inclusive and includes the cost of electricity. FPUA will remove the existing cabling and install two new 7/8" RX/TX cables from a defined space within the radio building to the antennas. IRSC will allocate a defined rack space for FPUA equipment and allow FPUA to connect to the existing power system, which is supported by a UPS and back-up generator. IRSC agrees to provide the FPUA with 24-hour access to its equipment for installation, maintenance, repair, removal, upgrade or otherwise. FPUA, by and through its Contractors, will, at its sole expense, modify or extend the electrical circuit, if needed to provide the services contemplated herein.

   b. **FPUAnet**. FPUA agrees to install, at its expense, a 5Gbps dedicated fiber internet service to serve the radio station. IRSC agrees to pay $1,874.52 per month, billed annually for the duration of this Agreement.

   c. **Power Restoration**. FPUA will place IRSC' Radio Tower at the same priority as FPUA's Energy Services Center/Emergency Command Post regarding restoration of utility services following an emergency. The FPUA will act prudently and in accordance with all laws and regulations regarding the restoration of utility services.

   d. **Notification of Damage**. IRSC shall notify FPUA immediately upon notification of damage, harm, injury or neglect to the FPUA's facilities and equipment.

4. **TERM AND TERMINATION**. The term of this Agreement is ten years beginning the Effective Date ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for subsequent five-year terms unless and until terminated by either Party pursuant to the terms of this Agreement. Either Party may terminate this Agreement immediately upon default or

breach by the other Party, if said Party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of such notice or upon ~~thirty~~one year (365 days) ~~day~~ written notice with or without cause. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination. If IRSC terminates this Agreement prior to the expiration of the Initial Term, IRSC shall reimburse the FPUA on a pro rata basis for its capital costs incurred for the installation of fiber services.

5. **AMENDMENTS**. This Interlocal Agreement may only be amended by written document executed by both parties and recorded in the Official Records of St. Lucie County, Florida.

6. **NOTICE**. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to IRSC:

President
Indian River State College
3209 Virginia Avenue
Fort Pierce, Florida 34981

With a copy to:

General Manager / WQCS
Indian River State College
3209 Virginia Ave
Fort Pierce, FL 34981

If to FPUA:

Director of Utilities
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

With a copy to:

General Counsel
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

7. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement or related documents shall be deemed a waiver of either parties sovereign immunity protections, whether by contract or by law. The parties agree their respective liability shall be limited in all instances to the monetary limits set forth in Sec. 768.28, Florida Statutes.

8. **HOLD HARMLESS AND INDEMNIFICATION**. The parties agree to be responsible for their own negligent acts and omissions. The parties agree, to the extent permitted by Florida law, to indemnify and hold harmless the other party for negligent acts and omissions brought by third parties. Each party shall assume the responsibility and liability for acts and omissions of its own officials, employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this agreement shall be liable (if at all) only for the acts or omissions of its own officials, employees, deputies, officers, or agents that occur within the scope of their official duties.

9. **PUBLIC RECORDS**. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Agreement.

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 AGREEMENT, CONTACT FPUA's CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Agreement, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency 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.

c. 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 contract term and following completion of the Agreement if the Contractor does not transfer the records to the public agency.

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

10. **CONFIDENTIAL INFORMATION**. This Agreement may contain confidential or exempt information. The Parties agree not to disclose or share the specific location of FPUA's equipment as protected by Florida law.

11. **GOVERNING LAW AND VENUE.** This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in St. Lucie County, Florida.

12. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, property

authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

_____
ACTING CLERK

WITNESS

BY: _____
Milo Thornton, Chair

APPROVED AS TO FORM AND CORRECTNESS:

_____
IRSC Attorney

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY: _____
Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

_____
Attorney for FPUA

AGENDA ITEM NO. 11j3

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding between Indian River State College and Tykes & Teens, Inc.

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for a Memorandum of Understanding (MOU) between Indian River State College and Tykes & Teens, Inc. This MOU will establish a collaborative partnership between the College and Tykes & Teens, Inc. to strengthen suicide prevention, early intervention, crisis response, mental health awareness, and referral services available to Indian River State College students. Term: December 1, 2026 – September 30, 2030.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Mariuxi Mejia DATE: 11/5/26

BOARD ACTION: DATE: 11/17/26

MEMORANDUM OF UNDERSTANDING

Between

Indian River State College

and

Tykes & Teens, Inc.

Suicide Prevention, Crisis Intervention, and Mental Health Awareness Services

This Memorandum of Understanding ("MOU") is entered into by and between the Indian River State College located at 3209 Virginia Avenue, Fort Pierce, Florida 34981, and **Tykes & Teens, Inc. ("Tykes & Teens" or "Provider")**, located at 900 SE Ocean Boulevard, Building E, Suite 340, Stuart, Florida 34994.

Indian River State College and Tykes & Teens may individually be referred to as a "Party" and collectively as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a collaborative partnership between Indian River State College and Tykes & Teens to strengthen suicide prevention, early intervention, crisis response, mental health awareness, and referral services available to Indian River State College students.

Through this partnership, Tykes & Teens will provide qualified behavioral health personnel to support students experiencing acute emotional distress or mental health crises; provide brief intervention, suicide-risk assessment, safety planning, and referral services; and collaborate with Indian River State College Student Wellness on prevention education, outreach, training, and mental health awareness initiatives.

Services provided under this agreement are intended to supplement and strengthen existing College resources and shall not constitute ongoing or long-term psychotherapy or counseling.

II. TERM

This MOU shall become effective on **December 1, 2026**, upon execution by both Parties, and shall remain in effect through **September 30, 2030**, unless terminated earlier in accordance with this agreement. The anticipated service commitment shall be twelve (12) hours per week during the Fall and Spring academic semesters, excluding College holidays, scheduled breaks, and official closures.

The anticipated service schedule will consist of approximately:

- Three (3) days per week;
- Four (4) hours per day;
- Approximately twelve (12) hours per week

Specific days, locations, and service times will be mutually coordinated by Indian River State College Student Wellness and Tykes & Teens based on student need, academic calendars, campus closures, programming needs, and clinician availability.

With prior approval from Indian River State College Student Wellness, hours may be reasonably redistributed among direct services, workshops, outreach, training, consultation, program development, or other activities identified in this MOU, provided the total contracted hours and maximum compensation are not exceeded.

III. COMPENSATION

Indian River State College shall compensate Tykes & Teens in an amount not to exceed $38,000 per academic year for services performed pursuant to this agreement. Services shall not be provided during College-observed holidays, scheduled academic breaks, or official College closures, unless otherwise authorized in writing by the College. Compensation shall cover professional services, including direct student services, crisis intervention, follow-up, prevention activities, training, outreach, consultation, documentation, program development, data collection, and reporting.

Tykes & Teens shall provide documentation of hours and services performed in accordance with Indian River State College purchasing and accounts-payable requirements.

Invoices shall include, at minimum:

1. Dates services were provided;
2. Number of hours provided;
3. General category of service provided;
4. Cumulative hours used;
5. Remaining contracted hours; and
6. Amount invoiced.

No personally identifiable student clinical information shall be included on invoices.

Payment shall be subject to applicable Indian River State College purchasing, contracting, invoicing, and fiscal procedures.

IV. SCOPE OF SERVICES

Tykes & Teens shall provide qualified behavioral health personnel to perform the following services.

A. Crisis Intervention

The Provider will:

7. Provide scheduled on-campus availability for students experiencing acute emotional distress, suicidal ideation, self-harm concerns, or other behavioral health crises.
8. Accept appropriate walk-in students during designated service hours.
9. Conduct brief clinical assessments and suicide-risk screenings when clinically indicated.
10. Provide immediate crisis stabilization and brief therapeutic intervention.
11. Develop individualized safety plans with students when appropriate.
12. Assess the need for a higher level of care.
13. Coordinate referrals to appropriate crisis, psychiatric, medical, behavioral health, substance-use, or community resources.
14. Facilitate warm handoffs whenever feasible.
15. Assist students in accessing 988, mobile crisis, emergency departments, or other emergency services when clinically indicated.
16. Follow IRSC emergency and campus-safety procedures when an immediate threat to health or safety is identified.

Services provided under this section are intended to be brief and crisis-focused and are not intended to establish long-term counseling relationships.

B. Post-Crisis Follow-Up and Connection to Care

When clinically appropriate, Tykes & Teens may provide brief follow-up following a crisis intervention to:

17. Assess continued safety;
18. Review the student's safety plan;
19. Confirm connection with recommended services;
20. Address barriers to accessing care;

21. Facilitate additional referrals or warm handoffs; and
22. Coordinate with Indian River State College Student Wellness as legally and ethically permissible.

For students assessed as high-risk, follow-up should generally occur within 24–72 hours, when clinically appropriate and permitted by applicable law and professional standards.

Follow-up services remain short-term and transitional and are not intended to replace ongoing treatment.

V. SUICIDE PREVENTION AND EDUCATION

Tykes & Teens will collaborate with Indian River State College Student Wellness to strengthen campus-wide suicide-prevention education.

Activities may include:

23. Suicide-prevention workshops;
24. Recognizing warning signs and risk factors;
25. How to help a student or friend experiencing emotional distress;
26. Safety planning and help-seeking education;
27. Resilience and coping skills;
28. Stress management;
29. Social connectedness and belonging;
30. Reducing stigma associated with mental health treatment;
31. Substance use and suicide-risk awareness;
32. Transition and adjustment concerns;
33. Faculty and staff education; and
34. Student peer and leadership education.

Target Deliverable

Tykes & Teens will provide approximately 10 workshops or educational programs during the agreement period, subject to campus scheduling, student demand, and available contracted hours.

VI. CAMPUS PARTNER TRAINING

Tykes & Teens will collaborate with Student Wellness to provide suicide-prevention and early-identification education to appropriate members of the College community.

Training audiences may include:

- Faculty;
- Staff;
- Academic advisors;
- Student leaders;
- Coaches and athletic personnel;
- Residence-life personnel, when applicable;
- Campus Safety/Public Safety personnel;
- Student-support personnel; and
- Other groups identified by Indian River State College

Training should emphasize recognition of warning signs, appropriate response, referral pathways, emergency procedures, and available College and community resources.

Target Deliverable

Provide approximately four (4) suicide-prevention trainings during the agreement period.

VII. OUTREACH AND CAMPUS ENGAGEMENT

Tykes & Teens will participate in coordinated mental health and suicide-prevention outreach activities with Student Wellness.

Activities may include:

- Campus wellness events;
- Resource fairs;
- Awareness campaigns;
- Student organization activities;
- Classroom outreach;
- Orientation or transition programming;
- Suicide Prevention Month activities;
- Mental Health Awareness initiatives;
- Tabling; and
- Other mutually agreed-upon prevention activities.

Target Deliverable

Participate in approximately 2-3 outreach or awareness activity per month, based upon Indian River State College's academic calendar and available contracted hours.

VIII. SOCIAL MEDIA AND COMMUNICATION CAMPAIGNS

Tykes & Teens will provide clinical expertise to support Student Wellness mental health and suicide-prevention communication efforts.

Activities may include:

35. Reviewing suicide-prevention messaging for clinical accuracy;
36. Assisting with development of educational content;
37. Providing subject-matter expertise for videos or digital campaigns;
38. Developing mental-health awareness themes;
39. Providing warning-sign and help-seeking information;
40. Developing “how to help a friend” messaging;
41. Promoting crisis resources, including 988 and appropriate community resources; and
42. Supporting stigma-reduction and help-seeking campaigns.

All public-facing materials involving the Indian River State College name, marks, logos, or institutional branding must receive appropriate College review and approval prior to publication.

Target Deliverable

Support or clinically review approximately one mental health or suicide-prevention communication initiative per month during the active service period.

IX. CONSULTATION AND CRISIS RESPONSE SUPPORT

Tykes & Teens may provide consultation to Student Wellness regarding behavioral health and suicide-prevention concerns.

Consultation may include:

- Guidance regarding appropriate levels of care;
- Community referral recommendations;
- Identification of service gaps;
- Suicide-risk management practices;
- Crisis-response procedures;
- Safety-planning practices;
- Post-crisis follow-up practices;
- Postvention planning; and
- Emerging behavioral-health trends.

Consultation shall not require disclosure of personally identifiable student information unless disclosure is authorized or otherwise permitted by applicable law.

X. PROTOCOL AND RESOURCE DEVELOPMENT

Tykes & Teens will collaborate with Indian River State College Student Wellness to review and strengthen institutional suicide-prevention and crisis-response resources.

This may include review or development of:

- Suicide-risk response procedures;
- Crisis-intervention procedures;
- Safety-planning protocols;
- Referral pathways;
- Emergency escalation procedures;
- Post-crisis follow-up processes;
- Postvention guidance;
- Community behavioral-health referral resources; and
- Procedures for warm handoffs to community providers.

Target Deliverable

During the agreement period, Tykes & Teens will assist Indian River State College Student Wellness in completing at least **one** comprehensive review of the College's suicide-prevention, crisis-response, referral, and postvention pathways and provide recommendations for improvement.

XI. COMMUNITY RESOURCE COORDINATION

Tykes & Teens will assist Student Wellness in identifying and maintaining appropriate community behavioral-health resources, including, when available:

- Crisis intervention;
- Outpatient mental-health treatment;
- Psychiatry;
- Substance-use treatment;
- Domestic violence services;
- Sexual assault services;
- Trauma services;
- Case-management resources;
- Hospital and emergency services; and
- Other community supports affecting student wellbeing.

Tykes & Teens will promote warm handoffs whenever feasible rather than relying solely upon passive referral information.

XII. DOCUMENTATION

Tykes & Teens shall maintain appropriate professional documentation consistent with applicable laws, professional standards, agency policies, and licensing requirements. Tykes will be given access to Therapy Notes to document confidential and clinical information of students.

XIV. IRSC RESPONSIBILITIES

Indian River State College will:

- Promote availability of the service to the College community.
- Facilitate appropriate referrals from Student Wellness and other authorized College personnel.
- Coordinate workshops, trainings, outreach activities, and communication campaigns.
- Provide the Provider with relevant College emergency procedures and referral protocols.

- Identify an Indian River State College liaison responsible for day-to-day coordination of the partnership.
- Assist with evaluation of program utilization and outcomes.

XV. TYKES & TEENS RESPONSIBILITIES

Tykes & Teens will:

- Assign appropriately qualified personnel to perform services.
- Ensure personnel maintain all professional licenses, credentials, supervision, and training required for the services they perform.
- Provide clinical oversight of its personnel.
- Maintain professional liability and other insurance required by Indian River State College
- Ensure services are delivered consistent with applicable professional and ethical standards.
- Maintain required clinical documentation.

XVI. TYKES & TEENS NON-SOLICIATION OF EMPOLYEES

The Parties recognize that successful collaboration will require frequent interaction between employees of both organizations. Accordingly, during the term of this MOU and for a period of twelve (12) months following its termination, neither Party shall knowingly recruit, solicit for employment, or hire employees of the other Party whose employment became known through this collaboration without the prior written consent of the employing organization. This provision shall not prohibit a party from hiring a former employee who has not worked for the other party for at least six (6) months or from making general employment advertisements or publicly posting job opportunities.

XVII. CLINICAL INDEPENDENCE AND EMERGENCY RESPONSE

Clinical decisions made by Tykes & Teens personnel shall remain within the professional judgment and responsibility of Tykes & Teens and its licensed or supervised professionals.

Nothing in this agreement shall require a clinician to take or refrain from taking an action that would violate professional ethics, licensing requirements, applicable law, or reasonable standards of clinical care.

When a student presents an imminent threat to self or others, the Provider may initiate appropriate emergency intervention consistent with applicable law, professional standards, and College emergency procedures.

Nothing in this agreement establishes Tykes & Teens as Indian River State College 24-hour emergency mental-health provider.

Students experiencing an immediate life-threatening emergency should be directed to 911 or the appropriate emergency service. Students seeking immediate suicide or crisis support may also access 988 and other appropriate crisis resources.

XVIII. CONFIDENTIALITY, FERPA, HIPAA, AND STUDENT PRIVACY

The Parties recognize the importance of protecting student privacy and confidential health and educational information.

Each Party shall comply with all privacy and confidentiality laws applicable to information maintained by that Party, including, where applicable:

- The Family Educational Rights and Privacy Act (“FERPA”);
- The Health Insurance Portability and Accountability Act (“HIPAA”);
- Applicable Florida confidentiality laws;
- Professional licensing requirements; and
- Ethical standards governing behavioral-health services.

Information will be shared between the Parties only when permitted by law, authorized by the student when required, or otherwise necessary and legally permissible to address an emergency involving an immediate threat to health or safety.

Tykes & Teens shall maintain its clinical records in accordance with applicable law and agency requirements.

Indian River State College shall maintain student education records in accordance with FERPA, Florida law, and College policy.

XVIV. MANDATORY REPORTING AND LEGAL OBLIGATIONS

Nothing in this agreement limits either Party's obligations under applicable law relating to:

- Abuse, neglect, or exploitation;
- Threats of harm to self or others;
- Court orders or lawful legal process;
- Title IX obligations;
- Clery Act requirements;
- Emergency disclosures permitted by law; or
- Other mandatory reporting requirements.

Each Party remains independently responsible for determining and fulfilling its own legal and professional reporting obligations.

XIX. PUBLIC RECORDS

Tykes & Teens acknowledges that Indian River State College is a Florida public institution and is subject to Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act.

Records made or received in connection with official College business may be subject to public disclosure unless confidential or exempt under applicable state or federal law.

Nothing in this MOU shall require disclosure of records that are confidential or exempt from disclosure under applicable law, including protected student education records or protected health information.

XX. INDEPENDENT CONTRACTOR

Tykes & Teens and its employees, clinicians, agents, and representatives shall perform services as an independent contractor.

Nothing contained in this agreement shall be construed to create an employer-employee relationship, partnership, joint venture, agency relationship, or other legal relationship between Indian River State College and Tykes & Teens beyond the contractual relationship established herein.

XXI. INSURANCE

Throughout the term of the agreement, Tykes & Teens shall maintain insurance coverage consistent with Indian River State College requirements and applicable law, which may include:

- Professional liability/malpractice coverage;
- Workers' compensation as required by law;
- Automobile liability when applicable; and
- Any additional coverage required by IRSC Risk Management or Procurement.

Evidence of required insurance shall be provided upon request.

XXII. LIABILITY AND SOVEREIGN IMMUNITY

Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives to the extent provided by applicable law.

Nothing in this agreement shall be interpreted as a waiver of the sovereign immunity protections, limitations, or defenses available to IRSC, the District Board of Trustees, or the State of Florida under Section 768.28, Florida Statutes, or other applicable law.

Nothing contained herein shall be construed to create a right of action against either Party beyond those rights otherwise available under applicable law.

XXIV. ACCESSIBILITY

Programs, activities, communications, and materials developed pursuant to this agreement shall be provided in a manner consistent with applicable disability-access and nondiscrimination requirements.

The Parties will coordinate reasonable accessibility needs for workshops, trainings, outreach activities, and other programming.

XXVV. TERMINATION

Either Party may terminate this agreement in accordance with Indian River State College contracting requirements.

Indian River State College may terminate services for convenience upon ten (10) days' written notice, unless a different termination requirement is established in the College's controlling Independent Contractor Agreement.

Upon termination, Indian River State College shall be responsible only for authorized services satisfactorily performed through the effective date of termination and any other payment obligations required by the controlling contract.

The Parties will make reasonable efforts to ensure that termination does not unnecessarily disrupt active crisis referrals or create avoidable risks to student safety.

Indian River State College

Office of the President
3209 Virginia Avenue
Fort Pierce, Florida 34981

Program Contact:
Student Wellness
Indian River State College
3209 Virginia Avenue
Fort Pierce, Florida 34981

Program Contact:
Name: Mariuxi Mejia
Title: Director of Student Wellness
Email: mmejia3@irsc.edu
Phone: 772-462-7826

Tykes & Teens, Inc.

900 SE Ocean Boulevard
Building E, Suite 340
Stuart, Florida 34994

XXXVI. ENTIRE UNDERSTANDING

This MOU and any incorporated exhibits constitute the understanding of the Parties regarding the programmatic services described herein.

If this MOU is incorporated into an Indian River State College Independent Contractor Agreement, purchase agreement, grant agreement, or other controlling contract, the terms of the controlling agreement shall govern in the event of a conflict.

XXXVII. SIGNATURES

The Parties acknowledge that they have reviewed and agree to the provisions contained in this Memorandum of Understanding and that the individuals signing below are authorized to execute this agreement on behalf of their respective organizations.

INDIAN RIVER STATE COLLEGE

By: _____

Name: Timothy E. Moore, Ph.D.

Title: President

Date: November 17, 2026

TYKES & TEENS, INC.

By: _____

Name: Dr. Brooke Hall

Title: Regional Director of Outpatient Services

Date: _____

EXHIBIT A

SCOPE OF SERVICES AND DELIVERABLES

Maximum Contract Amount: $38,000 per Academic Year

Anticipated Schedule: Three days per week, four hours per day

Approximate Weekly Coverage: 12 hours

Hourly Rate: $130.00

Proposed Allocation of Contracted Hours

Required Deliverables

Deliverable	Target
On-campus service availability	Approximately 12 hours per week
Crisis/walk-in intervention	Available during designated coverage periods
High-risk follow-up	Generally within 24–72 hours when clinically appropriate
Mental health/suicide-prevention workshops	Approximately 10–12
Gatekeeper trainings	Approximately 4–6
Outreach/awareness activities	Approximately 4 per month
Mental-health/social-media campaign support	Approximately 4 per month
Suicide-prevention/crisis protocol review	At least 1 comprehensive review
Community resource/referral review	Completed during contract period
Monthly activity reports	Monthly
Final outcomes/gap-analysis report	1 final report

Monthly Performance Dashboard

Monthly reports should, where applicable, identify:

- Contract hours used;
- Contract hours remaining;
- Unique students served;
- Total student encounters;
- Crisis interventions;
- Suicide-risk assessments;
- Safety plans;
- Emergency escalations;
- Referrals;
- Warm handoffs;
- Follow-up contacts;
- Workshops conducted;
- Workshop attendance;
- Gatekeeper trainings conducted;
- Training attendance;
- Outreach events;
- Outreach contacts;
- Communication/social-media initiatives supported;
- General presenting concerns;
- General trends in student need;
- Service gaps identified; and
- Recommendations requiring Indian River State College follow-up.

All program data supplied to Indian River State College for evaluation purposes shall be aggregate or de-identified unless disclosure of identifiable information is specifically authorized or otherwise permitted by applicable law.

AGENDA ITEM NO. 11k

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: National Partnership for Environmental Technology Education (NPETE) Agreement

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
The attached agreement will provide train the trainer style training for Hazmat Disaster Response to National Institute of Environmental Health Sciences (NIEHS) awardees.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** June 1, 2026 – May 31, 2027
2. **FISCAL IMPACT:** Revenue of $19,000.00
3. **TERMINATION TERMS:** 30 days notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 10/26/26

BOARD ACTION: DATE: 11/17/26

National Partnership for Environmental Technology Education (NPETE)

AGREEMENT

AGREEMENT INFORMATION			FAIN:U45ES037431
Agreement No.:	11053	**Funding Source:**	HDPTP/DSW Y2
Start Date:	6/1/26	**End Date:**	5/31/27

SUB-RECIPIENT INFORMATION			
Organization:	Indian River State College	**Point of Contact:**	Stephanie Etter
Phone:	772-336-6258	**Email:**	setter@irsc.edu
Address:	3209 Virginia Ave, Fort Pierce, FL 34981		

SCOPE OF WORK

The Sub-Recipient shall deliver the following in accordance with the terms of this Agreement:

Deliverables:

Overall Goal to provide a mutually beneficial partnership between Indian River State College Continuing Education, Public Service Education, and NPETE.

IRSC will provide services for the coordination, facilities and training grounds for an annual 5 day Train-the-Trainer program to prepare hazmat disaster site response trainers sponsored by NPETE.

I. PSE RESPONSIBILITIES UNDER THIS PROPOSAL

- Agreement will be managed by Stephanie Etter, Executive Dean for School of Continuing Education, IRSC.

IRSC will name a project coordinator in charge of logistics with whom NPETE will work to:

- Identify classrooms and reserve outdoor training facilities to be used during the Train-the-Trainer January 11 - 15, 2027.
- Staff will coordinate set up prior to the start date of the training.
- Provide refreshments during breaks;
- Provide a Safety Officer as needed for any hands-on drills and Ropes exercises;
- Provide IRSC Policy & Procedures as needed to Training staff and attendees of the workshop.
- Other logistics or equipment as needed.

II. NPETE RESPONSIBILITIES UNDER THIS PROPOSAL

- NPETE will provide all course materials and instructors/staff as required to assist with training.

III. BUDGET

- Services include facility use of specialized areas that include: Classrooms, Mock Village, Suppression Lab, and storage area.
- Personnel to include Program Manager, Program Coordinator, Master Trainers, Safety Officer and additional staff to assist as needed.

Total Amount Not to Exceed: $ 19,000.00

SIGNATURES

By signing below, each party agrees to be bound by all terms and conditions of this Agreement.

NPETE	Sub-Recipient
Signature	**Signature**
Printed Name Kirk Laflin	**Printed Name** Dr. Timothy E. Moore
Title Executive Director	**Title** President
Date 6/1/2026	**Date** 11/17/26

PART I — GENERAL PROVISIONS

1. Acceptance of Agreement

Signature of this Agreement represents each party's unqualified acceptance of all terms and conditions. Any alterations made to this Agreement by the Sub-Recipient without written authorization from National Partnership for Environmental Technology Education are void. All amendments must be approved in writing by the NPETE Executive Director.

2. Sub-Recipient Responsibilities and Federal Award Requirements

This Agreement is supported in whole or in part by federal funds. Accordingly, the following requirements apply:

(a) Non-federal entities must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subparts A–F and applicable Appendices I–XII), regardless of whether the entity is a recipient or sub-recipient.

(b) Requirements specific to pass-through entities and sub-recipients are set forth at 2 CFR § 200.332. NPETE, as pass-through entity, will monitor the activities of the Sub-Recipient and evaluate the Sub-Recipient's risk of noncompliance with applicable federal statutes, regulations, and award terms and conditions.

(c) Any audit of NPETE by its Federal awarding agency may encompass one or more sub-awards issued under this Agreement.

3. NIEHS Requirements — Applicable to NIEHS-Funded Sub-Awards

NIH funds awarded through your agreement with NPETE may not be used to support activities that are outside the revised scope of the award, including diversity, equity and inclusion (DEI) research programs, climate change research or related research training activities or programs. Any funds used to support activities outside the scope will result in a disallowance of costs, and funds will be recovered.

This term is consistent with NIH's ongoing internal review of NIH's priorities and the alignment of awards with those priorities, including a review for fraud, waste and abuse, and a review of the NIH portfolio to determine whether awards are in the best interests of the government and consistent with policy priorities. If recipients are unclear on whether a specific activity constitutes DEI research, climate change research, or another activity that could be considered outside the scope of the award, refrain from drawing down funds and consult with the funding IC.

4. Force Majeure and Excusable Delays

Neither party shall be liable for failure or delay in performance caused by circumstances beyond its reasonable control and without fault or negligence, including but not limited to: acts of God or the public enemy; acts of government in its sovereign or contractual capacity; war; terrorism; civil disorder; fire; flood; epidemics; pandemics; quarantine; government orders or laws; strikes or threat of strikes (except that NPETE may not terminate this Agreement solely due to labor disputes involving its own employees); unusually severe weather; curtailment or delay in transportation; or any other emergency making performance inadvisable, illegal, or impossible.

The affected party shall notify the other in writing as soon as reasonably practicable after the commencement of any such occurrence, shall remedy the occurrence with all reasonable dispatch, and shall promptly provide written notice of cessation. This Agreement may be terminated without a cancellation charge, or partially performed without a performance or attrition charge, for the foregoing reasons upon written notice from one party to the other. NPETE additionally reserves the right to cancel or suspend this Agreement due to loss of funding provided to NPETE as a nonprofit organization.

5. Termination

This Agreement may be terminated as follows:

(a) Termination for Cause. NPETE may terminate this Agreement, in whole or in part, upon written notice to the Sub-Recipient if the Sub-Recipient materially fails to comply with any term or condition of this Agreement. NPETE shall provide written notice specifying the nature of the non-compliance. If the Sub-Recipient fails to cure the non-compliance within thirty (30) calendar days of such notice — or such longer period as NPETE may authorize in writing — NPETE may terminate this Agreement. Upon termination for cause, the Sub-Recipient shall be entitled to payment only for allowable costs incurred and properly documented prior to the effective date of termination.

(b) Termination for Convenience. NPETE may terminate this Agreement, in whole or in part, for any reason upon thirty (30) calendar days' written notice to the Sub-Recipient. Upon termination for

convenience, the Sub-Recipient shall be entitled to payment for all allowable costs incurred through the effective date of termination, provided such costs are properly documented and not duplicative.

(c) Termination by Sub-Recipient. The Sub-Recipient may terminate this Agreement upon sixty (60) calendar days' written notice to NPETE if continuation of the Agreement is not in the public interest or is otherwise impossible or unreasonable. The Sub-Recipient shall promptly return any unobligated federal funds to NPETE upon such termination.

All termination actions are subject to the requirements of 2 CFR §§ 200.340–200.343, including the proper disposition of program assets and the settlement of costs.

6. Inspection

NPETE reserves the right to inspect all work associated with this Agreement during and after completion of performance. NPETE's election not to inspect shall not relieve the Sub-Recipient of responsibility for delivering items in accordance with this Agreement. Inspection, use of, or payment for any item, in whole or in part, shall not constitute acceptance.

7. Warranty and Indemnification

The Sub-Recipient warrants that all materials and work are merchantable and fit for the particular purpose described in this Agreement. The Sub-Recipient, as an independent contractor, is responsible for its own operations and assumes all liability for its acts, including negligent or willful misconduct in the course of performance, and for breach of any terms of this Agreement.

8. Compliance with Laws and Regulations

All work and materials shall be designed, produced, sold, and delivered in compliance with applicable federal, state, and local laws, ordinances, statutes, codes, rules, and regulations — including, but not limited to, those relating to wages, hours, employment, discrimination, immigration, and safety (including OSHA) applicable to the State of Maine and/or the state in which the Sub-Recipient is located.

9. Changes

Changes to the terms and conditions of this Agreement may be made only by written agreement of the parties. All changes must be approved by the NPETE Executive Director.

10. Dispute Resolution and Arbitration

Any conflict, controversy, or dispute arising out of this Agreement shall be decided by arbitration within the State of Maine. Each party shall appoint one arbitrator; the two appointed arbitrators shall designate a third. If either party fails to appoint its arbitrator within fifteen (15) calendar days of receiving notice of the other party's appointment, or if the two arbitrators fail to appoint a third, an alternative dispute resolution service may be retained — on the request of either party — to make the outstanding appointment(s).

Arbitration shall be held as promptly as possible at a time and place determined by the arbitrators. The decision of a majority of the arbitrators shall be final and binding. Costs of arbitration, including the prevailing party's reasonable attorneys' fees, shall be borne by the losing party. Judgment upon the award may be entered in any court of competent jurisdiction. In the event judicial proceedings are instituted in connection with this Agreement, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and litigation expenses, as fixed by the court.

11. Entire Agreement and Order of Precedence

This Agreement — consisting of the signature page, any special provisions, these General Provisions, the Required Federal Contract Clauses in Part II, and any other referenced and incorporated documents — constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

12. Governing Law and Venue

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Maine. Any judicial action pertaining to this Agreement shall be instituted in the Superior Court of Cumberland County, State of Maine.

13. Eligibility — Debarment and Suspension

By signing this Agreement, the Sub-Recipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, as reflected in the System for Award Management (SAM.gov) exclusions database. The Sub-Recipient agrees to notify NPETE immediately if its status changes. (See also the Debarment and Suspension Certification in Part III.)

14. Ownership of Materials

Curriculum and other products developed or modified under this Agreement are the property of NPETE and the Funding Entity as required by the grant issued to NPETE. Curriculum, products, and materials shall be provided to NPETE on a semi-annual basis.

15. Anti-Harassment Policy

Freedom of thought and expression are central to the goals of NPETE. NPETE is dedicated to providing a harassment-free experience for all participants at its events and in its programs. Harassment is behavior or speech that is unwelcome, hostile, intimidating, or creates discomfort. Harassment based on — but not limited to — the following characteristics is not acceptable: alienage or citizenship, age, color, creed, culture, disability, marital status, military status, national origin, pregnancy, medical conditions, race, religion, sex, gender, sexual orientation, veteran status, or any other status protected by law.

Harassment includes, but is not limited to:

- Offensive, abusive, or degrading verbal comments
- Sexual images displayed in public spaces
- Deliberate intimidation, stalking, or following
- Photography or recording of any person without their consent
- Inappropriate physical contact or unwelcome sexual attention
- Sustained disruption of talks or other events
- Advocating for or encouraging any of the above behavior

A response that the participant was 'just joking,' 'teasing,' or being 'playful' will not be accepted as a defense. Violations may result in removal from events, suspension of site access, and/or cancellation of future NPETE participation. NPETE reserves the right to notify an employer or home institution of confirmed violations.

Reporting: If you are being harassed, witness harassment, or have related concerns, please contact NPETE staff immediately.

16. Insurance

By signing this Agreement, the Sub-Recipient verifies that it will provide NPETE with an annual certificate of liability insurance and workers' compensation coverage. If self-insured, the Sub-Recipient shall provide a copy of the self-insurance letter. Where applicable, the Sub-Recipient shall complete required forms at https://www.maine.gov/wcb/Departments/coverage/independentcontractor.html to confirm independent contractor status with the State of Maine.

17. Invoicing and Tax Requirements

By signing this Agreement, the Sub-Recipient agrees to adhere to NPETE's invoicing policy posted at www.nationalpete.org. Any disputed invoice must be reported to NPETE in writing. All invoices must be accompanied by supporting backup documentation and a written progress report unless the report has been submitted separately.

Tax Requirements: To comply with IRS requirements, NPETE must have a valid Form W-9 on file for all U.S. vendors for 1099 purposes. Non-U.S. vendors may be required to submit Form W-8BEN.

18. Record Retention

The Sub-Recipient shall maintain all financial records, supporting documents, statistical records, and other records pertinent to this Agreement in accordance with 2 CFR § 200.334. Records shall be retained for a minimum of three (3) years from the date of submission of the final expenditure report for the period of performance covered by this Agreement.

If any litigation, claim, or audit is initiated before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, regardless of the three-year requirement.

Records shall be accessible for inspection, audit, or reproduction at any time during normal business hours by authorized representatives of NPETE, the Federal awarding agency, the Comptroller General of the United States, or the Inspector General of the Department of Health and Human Services.

19. Procurement Standards

All procurement activity conducted under this Agreement shall comply with NPETE's Procurement Policies and Procedures (revised June 2026), which implement the requirements of 2 CFR §§ 200.317–200.327 (Uniform Guidance). A copy of NPETE's current Procurement Policies and Procedures is incorporated herein by reference. Procurement Policies and Procedures as a separate form is available upon request.

20. Financial Conflict of Interest (FCOI)

Where this Agreement is supported in whole or in part by federal funds from a Public Health Service (PHS) agency — including but not limited to the National Institutes of Health (NIH) — the Sub-Recipient and all Investigators, Key Personnel, and Independent Contractors engaged under this Agreement are subject to applicable Financial Conflict of Interest requirements under 42 CFR Part 50, Subpart F and/or 45 CFR Part 94. Where this Agreement is supported by other federal funding sources, the Sub-Recipient shall comply with any FCOI requirements imposed by the applicable federal awarding agency.

Governing Policy: The NPETE Financial Conflict of Interest Policy governs all Investigators, Key Personnel, Sub-Awardees, and Independent Contractors performing work under this Agreement. The NPETE FCOI Policy is publicly available at www.nationalpete.org and is incorporated herein by reference. Sub-Recipients relying on their own federally compliant FCOI policy must notify NPETE in writing prior to award and must report any identified Financial Conflicts of Interest to NPETE in sufficient time to allow NPETE to fulfill its reporting obligations to the applicable federal awarding agency.

Required Actions: Where FCOI requirements apply, each Investigator, Key Personnel member, and Sub-Awardee must complete and return the NPETE Significant Financial Interest (SFI) Disclosure Form along with the signed Agreement prior to the start of any work. The SFI Disclosure Form is available from the NPETE Office upon request. Failure to comply may result in suspension of work under this Agreement.

21. Drug-Free Workplace

In accordance with the Drug-Free Workplace Act of 1988 and 2 CFR Part 182, the Sub-Recipient certifies that it maintains a drug-free workplace policy and agrees to: (a) publish a drug-free workplace statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; (b) establish an ongoing drug-free awareness program; (c) require employees to abide by the terms of the drug-free workplace statement as a condition of employment on work performed under this Agreement; and (d) notify NPETE within ten (10) calendar days of any employee convicted under a criminal drug statute for a violation occurring in the workplace. By signing this Agreement, the Sub-Recipient certifies compliance with these requirements.

22. Trafficking in Persons

In accordance with 2 CFR Part 175 and the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104), the Sub-Recipient certifies that it: (a) has a policy that prohibits, and has taken all reasonable steps to prevent, trafficking in persons, the procurement of commercial sex acts, and the use of forced labor in the performance of this Agreement or any sub-award; and (b) will immediately inform NPETE of any credible information it receives from any source alleging that it, a subcontractor, or an employee has engaged in any of the prohibited activities identified in this section. Violation of this requirement may result in immediate termination of this Agreement and referral to appropriate federal authorities.

23. Subrecipient Accuracy Certification

In accordance with 2 CFR Part 200, as revised effective October 1, 2025, and NIH Notice NOT-OD-25-059, the Sub-Recipient hereby certifies that all information submitted to NPETE in connection with this Agreement — including applications, requests for payment, disbursements, and financial reports — is, to the best of the Sub-Recipient's knowledge and belief, complete and accurate. The Sub-Recipient acknowledges that knowingly submitting false, fictitious, or fraudulent information to NPETE or to the federal awarding agency may subject it to civil or criminal penalties under applicable federal law, including 31 U.S.C. §§ 3729–3733 (False Claims Act) and 18 U.S.C. § 1001 (False Statements). This certification applies for the full period of performance of this Agreement and extends to all Key Personnel, Sub-Awardees, and Independent Contractors engaged under this Agreement.

PART II — REQUIRED FEDERAL CONTRACT CLAUSES

The following clauses are required by federal regulation (2 CFR §§ 200.317–200.327) and apply to all agreements funded in whole or in part by federal funds, to the extent indicated below.

(a) Equal Employment Opportunity

All agreements funded in whole or in part by federal funds shall include a provision requiring compliance with applicable federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), as enforced by the Equal Employment Opportunity Commission.

The Sub-Recipient shall not discriminate in employment on the basis of race, color, religion, sex, or national origin. NPETE and the Sub-Recipient shall comply with any additional EEO requirements imposed by the terms of the applicable federal award.

Note: Executive Order 11246 was revoked by Executive Order 14173 on January 21, 2025. This clause references the underlying statutory authority that remains in effect.

(b) Copeland "Anti-Kickback" Act | 18 U.S.C. § 874 and 40 U.S.C. § 3145 | Threshold: >$2,000 construction/repair

All construction or repair contracts in excess of $2,000 funded in whole or in part by federal funds shall include a provision requiring compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and 29 CFR Part 3. Each contractor and sub-recipient is prohibited from inducing any employee to give up any part of the compensation to which that employee is entitled. Suspected or reported violations shall be reported to the federal awarding agency.

(c) Davis-Bacon Act, as amended | 40 U.S.C. §§ 3141–3148 | Threshold: >$2,000 construction

When required by federal program legislation, all construction contracts in excess of $2,000 shall include a provision requiring compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and 29 CFR Part 5. Contractors shall pay wages to laborers and mechanics at rates not less than those specified in a wage determination issued by the Secretary of Labor, and shall pay wages no less frequently than weekly. A copy of the current prevailing wage determination shall be included in each solicitation, and contract award shall be conditioned upon acceptance of the wage determination. Suspected or reported violations shall be reported to the federal awarding agency.

(d) Contract Work Hours and Safety Standards Act | 40 U.S.C. §§ 3701 et seq. | Threshold: >$2,000 construction / >$2,500 other

All contracts in excess of $2,000 for construction and in excess of $2,500 for other contracts involving mechanics or laborers, funded in whole or in part by federal funds, shall include a provision requiring compliance with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) and 29 CFR Part 5.

(e) Rights to Inventions | 37 CFR Part 401

Contracts for experimental, developmental, or research work funded in whole or in part by federal funds shall provide for the rights of the Federal Government and the recipient in any resulting invention, in accordance with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

(f) Clean Air Act and Federal Water Pollution Control Act | Threshold: >$100,000

All contracts and sub-grants in excess of $100,000 funded in whole or in part by federal funds shall require compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the federal awarding agency and the applicable Regional Office of the EPA.

(g) Byrd Anti-Lobbying Amendment | 31 U.S.C. § 1352 | Threshold: >$100,000

All contracts in excess of $100,000 funded in whole or in part by federal funds shall include a certification by the contracting parties that they have not and will not use federal appropriated funds to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Any lobbying with non-federal funds in connection with a federal award must be disclosed in accordance with 31 U.S.C. § 1352.

(h) Procurement of Recovered Materials | 42 U.S.C. § 6962 | Threshold: >$10,000

In accordance with 2 CFR § 200.322 and Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), when procuring items designated in guidelines of the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 247, the Sub-Recipient shall procure items composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This requirement applies to all contracts and sub-grants in excess of $10,000. The Sub-Recipient shall also give preference to products made with recycled content whenever practicable and cost-effective.

PART III — CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND LOBBYING

All Sub-Recipients entering into agreements with NPETE that are supported in whole or in part by federal grant, contract, or cooperative agreement funds shall complete this Certification. Signature constitutes compliance with certification requirements under 31 U.S.C. § 1352 (Byrd Anti-Lobbying Amendment) and 2 CFR Part 180 / 2 CFR Part 376 (Government-wide Debarment and Suspension — Nonprocurement).

This Certification shall be treated as a material representation of fact upon which NPETE relies in making the award. A false statement on this certification may be grounds for rejection of this Agreement or termination of the award.

For purposes of this Certification: "applicant" means the Sub-Recipient; "grant or cooperative agreement" means this Agreement; and "agency" means NPETE.

A. Debarment and Suspension

The prospective Sub-Recipient certifies, to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency (verifiable at SAM.gov);
- Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for fraud, criminal offense, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property in connection with obtaining or performing a public (Federal, State, or Local) transaction;
- Are not presently indicted for or otherwise criminally or civilly charged by any government entity with any of the above offenses; and
- Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

B. Lobbying Certification

As required by 31 U.S.C. § 1352, the Sub-Recipient certifies that:

(a) No federal appropriated funds have been paid or will be paid — by or on behalf of the undersigned — to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant or the entering into of any cooperative agreement, or any extension, continuation, renewal, amendment, or modification thereof;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for the foregoing purposes, the undersigned shall report such activity in accordance with applicable instructions; and

(c) The language of this certification shall be included in the award documents for all sub-awards at all tiers, and all sub-recipients shall certify and disclose accordingly.

Please check one:

☐ I certify to the above statements.

☐ I am unable to certify to the above statements. My explanation is attached.

NPETE Form AG-2026-01 • Revised June 2026 • 2 CFR Part 200 Compliant

AGENDA ITEM NO. 11l

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: NWN Pen Testing Scope of Work

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for NWN Pen Testing Scope of Work. This is a Penetration Test engagement to test the security posture of our systems including our external websites, labs, classrooms and WIFI

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** 24 months – testing on a quarterly basis for 2 years
2. **FISCAL IMPACT:** $74,153.82 or $37,076.91 per year
3. **TERMINATION TERMS:** 90 days written notice

PRESIDENT'S RECOMMENDATION: Recommend Approval

SUBMITTED BY: TaTanisha Baker DATE: 11/4/26

BOARD ACTION: DATE: 11/17/26

Indian River State College, FL

Pen Testing

Scope of Work

Quote Number: Q-298735

Opportunity Number: OP-219897

Date of Issue: 10/21/2026

Table of Contents

1. INTRODUCTION 2

1.1. STATEMENT OF CONFIDENTIALITY 2

1.2. PRIMARY CONTACTS 2

1.3. OPPORTUNITY TEAM MEMBERS 2

2. EXECUTIVE OVERVIEW 3

2.1. NWN'S MANTRA 3

2.2. EXECUTIVE SUMMARY 3

3. NWN'S OFFERINGS 4

3.1. CYBER SECURITY SOLUTIONS 4

4. SCOPE OF WORK 5

4.1. SCOPE OF SERVICES 5

5. INCORPORATED BY REFERENCE 7

5.1. OVERVIEW 7

6. ASSUMPTIONS AND RESPONSIBILITIES 8

6.1. PROJECT ASSUMPTIONS 8

6.2. GENERAL CUSTOMER RESPONSIBILITIES 8

6.3. INSTALLATION CUSTOMER RESPONSIBILITIES 9

7. FINANCIALS 10

7.1. TERMS 10

7.2. SUMMARY 10

8. EXECUTION 11

8.1. TERMS 11

8.2. ACCEPTED AND AGREED BY: 12

1. Introduction

1.1. Statement of Confidentiality

This Scope of Work, presented to you by NWN Corporation, Carousel Industries of North America, LLC, Leverage Information Systems, Inc. and InterVision Systems, LLC, collectively referred to as ("NWN") contains confidential and proprietary information. Indian River State College, FL hereto referred to as "the customer" or "customer," may not disclose the confidential information contained herein to any third party without the written consent of NWN. The customer may disclose the contents of this document to representatives, consultants, or employees who need to know its contents for the purpose of the customer's evaluation of the document. The customer agrees to inform any person reviewing this document on their behalf that they are also bound by this requirement.

NWN reserves the right to vary the terms of this document in response to changes in requirements or additional information made available by the customer. Submission of this document by NWN in no way conveys any right, title, interest, or license in any intellectual property rights (including but not limited to patents, copyrights, trade secrets or trademarks) contained herein. All rights are reserved. This Scope of Work is based on NWN current understanding of the customer's requirements. The NWN offer specified herein is not binding except as specified in the Acceptance section of this document.

This documentation might include technical or process inaccuracies or typographical errors and is subject to correction and other revision without notice. NWN GIVES YOU, THE CLIENT, THIS DOCUMENTATION "AS IS." EXPRESS OR IMPLIED WARRANTIES OF ANY KIND ARE NOT PROVIDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states or jurisdictions do not allow disclaimer of express or implied warranties in certain transactions; therefore, this statement may not apply to you.

1.2. Primary Contacts

The following are the primary contacts for both NWN and the Customer.

Organization	Name	Role	Primary E-Mail	Primary Phone
NWN	Herb Martinez	Territory Account Executive	herb.martinez@nwn.ai	(240) 446-4702
Customer	Ta Baker	AVP, IT Strategic Initiatives	tbaker2@irsc.edu	+1 772 462 4772

1.3. Opportunity Team Members

2. Executive Overview

2.1. NWN's Mantra

NWN Carousel uses a consultative approach to understanding our Client's ("subscriber", "you", "your") current environment and any challenges you may experience. We then work to help you define your goals and design a solution with the capabilities that are required to achieve and deliver positive business outcomes.

2.2. Executive Summary

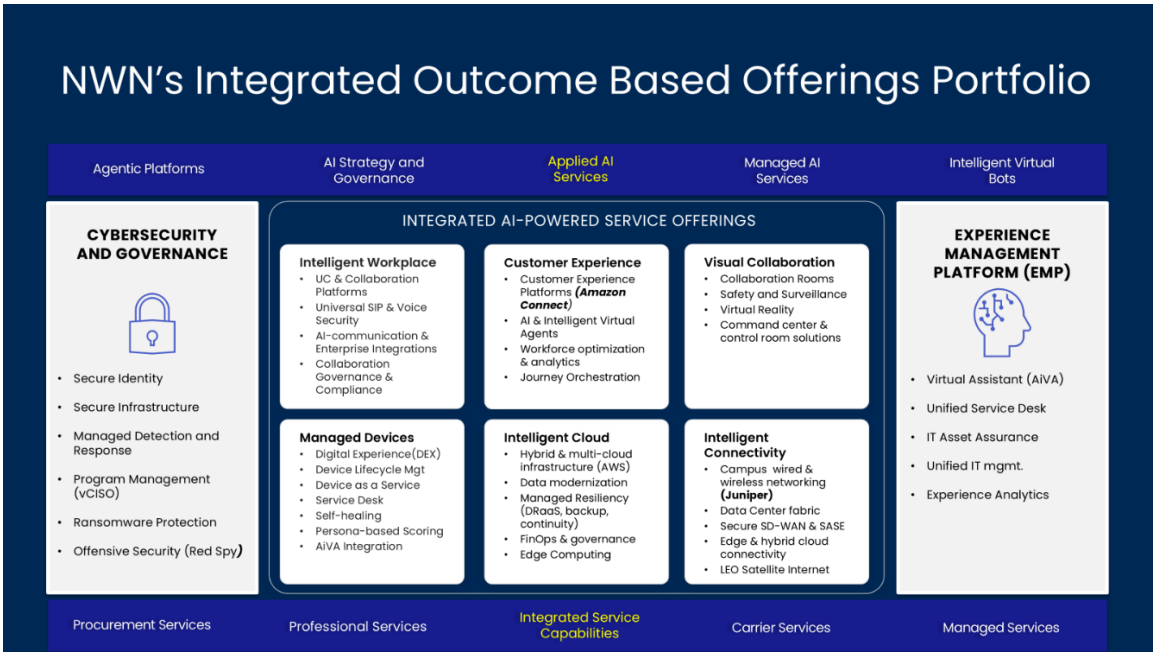
Indian River State College (IRSC) is seeking its first formal penetration testing program to establish a clear, attacker-informed view of vulnerabilities across its hybrid technology environment. During discovery discussions, IRSC emphasized the need to evaluate its internet-facing systems and internal network, while also considering wireless, web application, social engineering, and physical access risks. The College's objective is to gain an unfiltered understanding of its exposure so it can prioritize remediation, strengthen security controls, and reduce risk across the institution.

IRSC also stressed that testing must be conducted in a controlled manner that protects production operations. Clear rules of engagement, defined testing windows, notification and escalation procedures, and an emergency stop process are important to the College. Because scope and budget must be balanced, IRSC considered a phased approach and recurring testing cadence, beginning with the public-facing environment and expanding visibility over time.

To address these priorities, NWN will provide a 24-month Penetration Testing as a Service (PTaaS) program that combines quarterly external penetration testing with an annual internal penetration test. The engagement also includes advanced web application testing, simulated phishing and security awareness resources, structured onboarding and scoping, risk-ranked findings, remediation guidance, and recurring reporting. This cyclical approach will help IRSC move beyond a single point-in-time assessment by identifying newly introduced risks, measuring security posture over time, and providing actionable intelligence to guide continuous risk management.

3. NWN's Offerings

NWN's offerings are divided into easy to understand and easy to consume bundles. These bundles include the required capabilities you need to get the most out of your technology investment. Each bundle builds upon the other, allowing you to do as much, or as little, or the work yourself, while leaving the rest to us.



The following offerings are covered in this statement of work:

3.1. Cyber Security Solutions

NWN's Security Offering focuses on solving the architectural and operational challenges of implementing and maintaining a secure environment, NWN helps Customer focus on managing business risk with a comprehensive security architecture that mitigates manual effort and provides rich context for reporting and incident management. We help you achieve improved operational efficiency in a measurable and manageable format via a framework-led approach.

4. Scope of Work

The following scope of services cover the one-time and ongoing services that are included in this proposal. Services are organized by technology area and by sub-grouping if included. We encourage you to review this scope of work with your NWN team to ensure we have captured your requirements correctly so that we may deliver the outcomes you expect. Items that are not mentioned in this scope are not included. For more details on the services offered, please refer to the section below titled “Incorporated by Reference.”

4.1. Scope of Services

NWN will deliver a recurring penetration testing program for IRSC consisting of external network testing performed quarterly and an internal network penetration test performed annually, giving IRSC an ongoing, cyclical view of its security posture rather than a single point-in-time snapshot. This service is for 2 years.

*Onboarding and Scoping: NWN's project manager will lead a structured kickoff to confirm scope and business drivers, collect IRSC's IP ranges and asset inventory, arrange required access, and define testing windows, notification requirements, and reporting cadence and distribution. This onboarding also establishes the standing relationship, escalation paths, and change-notification process that will carry across every quarterly and annual cycle for the life of the program — including IRSC's commitment to provide advance notice of any changes to in-scope devices, addresses, or locations.

*External Penetration Test — Quarterly: Four times per year, NWN will test IRSC's internet-facing footprint — the 22 public-facing Windows servers and 4 public-facing Linux servers — from an outside-attacker perspective using NWN's cloud testing platform, following the full discovery, scanning, enumeration, and exploitation methodology each cycle. Testing this surface quarterly allows newly exposed services, misconfigurations, or unpatched systems to be caught between annual internal cycles rather than accumulating for a year.

*Internal Penetration Test — Annual: Once per year, NWN will test IRSC's internal network environment end-to-end, scoped to the full internal population: remaining internal servers, 1,042 workstations, and 1,774 lab computers. NWN will deploy a virtual or hardware testing appliance inside IRSC's network to conduct this assessment during normal business hours, using the same attacker-perspective methodology as the external test.

*Web Application Testing: NWN will conduct advanced, credentialed testing of the irsc.edu web presence on the same cadence as the program overall, identifying application-layer issues beyond what basic scanning would surface.

*Social Engineering Assessment: NWN will run simulated phishing campaigns against IRSC's faculty and staff email population, with post-click exploitation to measure real-world impact, plus standing access to NWN's self-paced Security Awareness Training knowledge base for ongoing staff education between test cycles.

*Reporting and Deliverables: IRSC will receive a findings report after each quarterly external cycle and after the annual internal cycle, with risk ratings and remediation priority, plus self-service on-demand reporting and business-hours email/ticket support throughout the program term.

4.1.1. Quarterly External, Single Internal

ITEM	SCOPE	QTY
Penetration Testing	NWN Penetration Testing, Top-Level Bundle	1
Annual / one-time internal penetration testing for a large organization	Deliver annual or one-time internal Penetration Testing as a Service (PTaaS) to identify vulnerabilities, assess exploitability, and validate security controls. Provide business intelligence and AI powered data to support continuous risk management.	1
Quarterly external penetration testing with one annual internal test	Deliver quarterly external and annual internal Penetration Testing as a Service (PTaaS) to identify vulnerabilities, assess exploitability, and validate security controls. Provide business intelligence and AI powered data to support continuous risk manage	1
Advanced web application testing (per FQDN)	Add-on for pen testing. Advanced web application testing using state of the art scanning tools and human effort. This can be run weekly and/or on demand. This type of testing goes beyond basic testing to identify complex issues.	1

5. Incorporated by Reference

5.1. Overview

This SOW represents the work being performed by NWN for the customer during the contracted engagement. Some services and products used in the delivery of this SOW are governed by additional documentation and service descriptions. This information is applicable by feature and does not include any feature not covered by the scope above. These can be found in the following locations:

1. NWN Master Service Agreements**:** https://nwn.ai/master-agreement/
2. Experience Management Services – If EMP Services are included in this scope of work, then the following service description is included by reference: https://nwnit.box.com/s/1csb40l92zhkm6llcdv2ywg4u7hhao2s
3. Third Party End User License Agreements, Terms of Service, and Warranty Information can be found here: https://nwn.ai/third-party-eula-tos-warranty/
4. The NWN Carousel Acceptable Use Policy and if applicable to the Services described in this SOW the Emergency Services Addendum and Data Processing Agreement located at: https://nwn.ai/compliance/

Service Guide Documents	
Service Guide Name	**Service Guide URL**
Offensive Security Client Services Description	https://nwnit.box.com/s/a2axr4ndxi3jjuj2qn1anznwfbflmbrl

6. Assumptions and Responsibilities

6.1. Project Assumptions

The following list represents some of the items that, unless otherwise noted above, are excluded from the work being performed by NWN as part of the scope of this project. Anything not specified in the scope above, nor specifically excluded below, is assumed to be excluded. Items that the customer wishes NWN to provide may be contracted on a time and materials basis, or as part of a separate fixed price scope. Exclusions include:

- NWN will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
- Travel Costs are billed at actuals unless otherwise noted in your quote
- If this proposal does not include an on-going service contract to cover moves, adds, and changes, upgrades to software and hardware, troubleshooting of circuit outages, or other managed and operate services, these activities are the responsibility of the customer. Should customer require such services, NWN can provide a separate proposal to meet these needs.
- While under NWN supervision, all documents and scripts will be subject to NWN version control.
- Unless otherwise stated, all diagrams will be provided in Visio format and all documentation will be provided in Microsoft Word or Portable Document format. NWN will provide softcopies of all deliverable documentation created as part of this project

6.2. General Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer agrees to designate a single point of contact to work with NWN for the duration of this project. This contact shall be available during normal business hours (Monday through Friday 8:00am to 5:30pm local time, excluding NWN observed holidays).
- Customer agrees to provide reasonable access to Customer sites and facilities, including, where applicable: access to a loading dock/facility to receive equipment, access to a secure workspace to store, stage, and test the equipment
- Customer agrees to provide remote access to the network to facilitate remote configuration and troubleshooting as required
- Customer agrees to provide proper provide proper security clearances and/or escorts as required to access the site for equipment installation and maintenance.
- Customer agrees to provide access to appropriate systems to facilitate the completion of this SOW.
- Building, furniture, and/or fixture modification, including but not limited to; the drilling of holes, cutting of access panels, floor cores, or exterior penetrations are the responsibility of others and are considered out of scope
- Customer agrees to provide any special safety equipment if required for sites visited by NWN personnel or sub-contractors
- Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
- Customer will provide for the disposal of any packing materials, inserts, and boxes in which the equipment is shipped once installation is complete.
- Customer must have ACTIVE manufacturer support contracts on any existing equipment that NWN will be performing work on during this work effort.
- Customer agrees to ensure the installation environment is safe and free of contaminants, dust, debris, or other hazardous materials. Inspection, testing, and certification of such materials is the responsibility of the customer.
- Customer agrees that any delays caused by the customer are not the responsibility of NWN. Further, any additional time or expense incurred because of said delays will be subject to a change order and additional charges.

- If the site is not ready when NWN arrives, customer may be responsible for additional travel and expenses
- Unless otherwise noted in this proposal, implementation will occur in a single contiguous effort and, if required, site visits will be limited to one visit per site. If the schedule, or number of visits, must change due to delays in equipment availability, customer readiness, site readiness, or any issue outside of NWN s control, the NWN Project Manager will document the change and submit a Project Change Order to revise the implementation timeline.
- In the event Customer is purchasing software licenses or other usage-based consumption products or services under this SOW and Customer's actual software license count or usage exceeds those initially purchased pursuant to this SOW, Customer will be invoiced during the next billing cycle based on the highest license count or usage consumed and not the amounts initially set forth in this SOW. Thereafter, Customer shall be billed based on highest license count or usage consumed under this SOW. For avoidance of doubt, overages will be billed in the month following when the overage occurred.
- To the extent Customer purchases, uses or activates any additional products and/or services through a third-party platform that are not expressly identified in this SOW, such purchases may be subject to separate terms and conditions. Customer shall be solely responsible for all costs associated with such purchases, and, if applicable, NWN may invoice Customer for such costs in accordance with the terms of the Agreement.

6.3. Installation Customer Responsibilities

To support this scope of work, The Customer agrees to the following responsibilities:

- Customer will provide network and system documentation and any network topology diagram for the existing network infrastructure if available.
- Customer agrees to furnish NWN with building layouts, floor plans, cable and power drops and other applicable information to facilitate the physical installation of equipment and software covered by this scope of work.
- Customer agrees to ensure that proper environmental conditions are met, including, but not limited to proper power equipment grounded to code, backup power source if required, cooling, rack/floor space, and any external monitoring equipment required.
- Customer agrees to connect PCs, printers, mobile devices, servers, or any other ancillary devices not covered by this scope of work.
- Customer shall be responsible for any changes, reconfiguration, or upgrades to existing servers, systems, printers, and workstations to support this scope of work.
- Customer agrees to install, test, and verify the operation of any equipment or software not covered by this scope of work.
- Customer agrees to ensure that all cabling and facilities are installed, and clearly marked. If items are not clearly marked the customer will aid in identifying all cable drops and the equipment it is used for.
- Customer agrees to provide all supporting technologies including DHCP, DNS, or other systems required for normal functioning of the solution.
- Customer agrees to provide personnel to participate in any testing of the solution required once Customer agrees to provide all the cabling required to complete the installation that is not included with this equipment. All cabling longer than 20 feet will be installed by CUSTOMER and will be labeled with an indication of what the cabling supports.
- Customer shall be responsible to specify, order and ensure the provisioning of an adequate amount of circuit bandwidth and/or SIP trunks to support the operation of the system under normal and peak usage periods.
- All conduit, raceway, cable tray, supporting equipment and structure, regardless of purpose, is to be supplied and installed by others.

7. Financials

7.1. Terms

Item	Term
Contract Term:	24
Billing Terms:	Recurring - Annual
Custom Billing Terms:	
Payment Terms:	Net 30
Payment Schedule:	100% HW/SW/Support Due Net Terms From Signed Contract

7.2. Summary

Item	Total
One-Time Ext. Total:	$0.00
Recurring Ext. Total:	$74,153.82

8. Execution

8.1. Terms

Customer shall be billed in accordance with the terms outlined above in the Billing Terms table set forth in the Financials Section. The payment frequency set forth in the table above details the timing and amount of the charges due under this SOW. Applicable taxes and freight charges along with all tariffs, duties, or additional government-imposed costs that become applicable after the initial date of the SOW shall be the responsibility of the Customer and will be added to the final invoice. Where applicable, unless Customer notifies NWN, as applicable, in writing at least ninety (90) days prior to the subscription renewal date, Customer's subscription term will automatically renew on annual terms.

This SOW and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and Services Agreement that authorizes the purchase(s) herein between NWN and Customer; or (ii) where NWN and Customer have not executed such an agreement, the terms and conditions set forth at the Master Agreement located at https://nwn.ai/master-agreement/shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). This SOW is additionally subject to the applicable: (i) the third-party terms set forth at https://nwn.ai/third-party-eula-tos-warranty/, and (ii) the compliance policies and terms set forth at https://nwn.ai/compliance/ and such terms are incorporated herein by reference. For the avoidance of doubt, in the event of any conflict between the terms of this SOW, an Accepted Purchase Order (as defined herein) and the Agreement, the terms of the Agreement shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorize Customer to purchase Products or Services from NWN, those agreements shall additionally be deemed Agreements for the purposes of this SOW. Any terms not defined in this SOW shall be set forth in the Agreement. The pricing contained in this SOW is valid for thirty (30) days from Date of Issue. Notwithstanding the foregoing, in the event Provider's manufacturer adjusts pricing after the Effective Date of the SOW, Provider reserves the right to adjust pricing until the date of shipment. Applicable shipping charges, taxes, and if applicable, telecommunications surcharges and fees (including Federal Universal Service Fees), will be billed by NWN and itemized on a separate line item(s) on NWN's invoice.

In the event Customer does not execute this SOW and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this SOW and any additional or different terms in such Purchase Order will not bind NWN. NWN may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an "Accepted Purchase Order"). The Effective Date shall be defined as the earlier of the date of the SOW's last signature or in the event Customer chooses to place a Purchase Order rather than signing this SOW, the date of the Accepted Purchase Order. Placement of Purchase Order shall be deemed acceptance of the SOW and all the terms contained herein. In the event your Master Agreement is with InterVision Systems, LLC, for the purposes of this SOW, all references to "Service Order" in your Master Agreement shall have the same meaning as "SOW".

8.2. Accepted and agreed by:

Indian River State College, FL	**NWN Corporation**
Signature	Signature
Timothy E. Moore, Ph.D.	
Name	Name
President	
Title	Title
November 17, 2026	
Date	Date

AGENDA ITEM NO. 11m-11r

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Personnel Actions

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: __X__ **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: 10/30/26
BOARD ACTION:		DATE: 11/17/26

November

Full-Time Appointments:
Karen Aiello (Data and Analytics Manager, Advancement)
Camila Alvarez (Associate Dean of Health Science, Health and Human Sciences)
Lisa Anduze (Career Coordinator, Clark Advanced Learning Center)
Manuel Caballero (Financial Aid Advisor, Financial Aid Specialists)
Gabrielle Clark (Student Success Center Coordinator, Enrollment Management)
Jeff Mead (Senior ERP Technical Analyst, Computing Support Services)
Lynne O'Dell (Academic Coordinator, Educational Talent Search)
Kevin Polissaint (Career Services Advisor, Career Services)
Daniel Lee Post (Research Analyst, Research and Reports)
Rabelys Presti (Library Administrative Coordinator, Libraries)
Luis Rosario (Asset Management Specialist, Computing Support Services)
Brian Sexton (Director of Fire Science Academy Training Center, Public Services)
Cameron Smith (Custodian, Custodial)
Dyshon White (Accounts Receivable Specialist, Accounts Receivable)
Linda Zeller (Accounts Payable Specialist, Accounts Payable)

Retirement:
Anne Savastano (Counselor, Pruitt Campus)

Separation of Service:
Krissy Faulk (Advanced Training Coordinator, Criminal Justice Institute)
Jillyn Gardiner (Custodian, Custodial)
Angela Jemison (Academic Advisor, Pruitt Campus)
Justin Rodriguez (Maintenance, Physical Plant/Maintenance)

Regular Part-Time Appointments:
Donnie Ingram (Campus Safety Officer-Armed, Campus Safety)
Elaine Torre (Financial Aid Assistant, Pruitt Campus)

Part-Time Temporary Non-Instructional Appointments:
Kayla Calix-Hestick (Federal Work Study, Student Wellness)
Robert Graziano (Federal Work Study, Libraries)
Jose Guerrero (Electrical Training Facilitator, Advanced Manufacturing)
Camita Lesage (Federal Work Study, Student Support Services)
Gian Carlo Marrero (Federal Work Study, Student Success Center)
Kevin Singletary (Federal Work Study, Northwest Center)
Hoang Diem Hang Tran (Federal Work Study, Mueller Campus)
Guy Wood (Lifeguard/Instructor, Aquatics)

Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
Andrea Asciutto (School of Education)
Amanda Bedsole (Adult Secondary Education)
Robert Bowe (Air Conditioning/Heating/Refrigeration Technology)
Jean Cestin (Mathematics)
John Cochrane (Mathematics)
Leonard Feldblyum (Humanities)
Jennifer Fox (English and Communications)
Keri Horenstein (Practical Nursing/Patient Care)
Robert Matlock (Performing and Visual Arts)

Steven McFarlane (Humanities)
Fernando Varela Mereles (Modern Languages)
Emma Nagler (Humanities)
Stephany Nevarez (Modern Languages)
Mason Russell (Social Sciences)
Shelley Jean Shafer (Practical Nursing/Patient Care)
Julio Socorro (Mathematics)
Freddy Suarez (Mathematics)
Marisol Varela (English and Communications)