



**Agenda**  
**Edison State College Financing Corporation (the "Corporation")**  
**Lee Campus - Board Conference Room 1-228**  
**March 18, 2013**  
**4:00 p.m.**

**I. Public Comment**

**II. Vote to Take Action On:**

1. Approval of Minutes Regular Meeting January 21, 2014 (Presenter: John Noland) (Page 1)
2. Approval of the Renewal of the Personal Services Agreement for Financial, Accounting and Legal Services for FY 2014-2015 (Presenter: Mark Lupe) (Page 3)
3. Approval of Renewal of the Lease for the Edison Collegiate High School, Charlotte Campus (Presenter: Mark Lupe) (Page 10)
4. Approval of Renewal of the Lease for the Edison Collegiate High School, Lee Campus (Presenter: Mark Lupe) (Page 17)
5. Approval of the Renewal of Personal Services Agreement for Public Safety Technician Services, Maintenance Technicians Services and Assistant Director, Student Life & Programing Services for FY 2014-2015 and Legal Services (Presenter: Mark Lupe) (Page 24)
6. The General Operating Budget and Housing Budget for FY 2014-2015 (Presenter: Gina Doeble) (Page 35)
7. Discussion and Approval of the Dates, Time and Location for the Regular Meeting Schedule for April 1, 2014 — March 31, 2015 (Page 51)
8. Election of Director
9. Election of Chair
10. Election of Vice Chair

Board Members' Comments

President's Comments

Adjournment



Minutes  
Edison State College Financing Corporation (the "Corporation")  
Lee Campus – Board Conference Room, I-228  
January 21, 2014  
4:00 p.m.

**Call to Order**

The Edison State College Financing Corporation met in Lee County, Florida, on January 21, 2014 at 4:05 p.m. with the meeting called to order by John Noland, Chair.

Members Present: Dr. Jeffery Allbritten, Corporation President  
John Noland, Chair  
Eddie Webb, III, Vice Chair  
David Hall, Secretary  
Mary Lee Mann  
Randall Parrish, Jr., O.D.

Members Absent: Chris Vernon – Business Conflict

Others Present: Gina Doeble, Treasurer  
Debbie Kivel, ESC Foundation Director of Finance  
June Hollingshead, Recorder

**Vote to Take Action On:**

Agenda Item #1. Approval of Minutes Regular Meeting July 16, 2013 (Page 1)

MOTION by Eddie Webb, seconded by David Hall, to approve the minutes of the regular meeting July 16, 2013, as presented. Approved unanimously.

**Information Only**

Agenda Item #2. Edison State College Financing Corporation 3<sup>rd</sup> Quarter Financial Statements and Investment Report (Presenter: Gina Doeble) (Page 3)

Mrs. Doeble presented the Financing Corporation 3<sup>rd</sup> Quarter Financial Statements and Investment Report for information only.

**Board Members' Comments**

- Mrs. Mann asked for an update on the closed Parking Lot #6. Dr. Allbritten explained that roofers are staged in that area while a new roof is installed on Building I. Completion is expected at the end of the month.

**President's Comments**

- Dr. Allbritten outlined a 2-day visioning session led by George Flynn, an Atlanta architect, for a Lee Campus student activities building. By late February a conceptual plan should be in place.
- An athletic director will be hired by February 1, 2014.
- Teresa Morgenstern is holding focus sessions with students regarding a possible College mascot.
- Dr. Allbritten addressed the Senate bill on developmental education allowing students to self-identify for remedial placement rather than placement being dictated by test results. Mrs. Mann noted a "return on investment" position opposing what is best for students. Dr. Allbritten feels strongly that performance funding will follow in the wake of this issue.

**Adjournment** – The meeting adjourned at 4:55 p.m.

\_\_\_\_\_  
Dr. Jeffery S. Allbritten  
Corporate President  
Board of Directors

\_\_\_\_\_  
John Noland, Chair  
Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 18, 2014

AGENDA ITEM: 2

**Approval of the Renewal of the Personal Services Agreement for  
Financial, Accounting and Legal Services for Fiscal Year 2014 – 2015**

RECOMMENDATION:

**It is recommended that the Board of Directors renew of Personal  
Services Agreement for Financial, Accounting and Legal Services for  
Fiscal Year 2014 – 2015.**


STAFF ANALYSIS:

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. The attached proposed agreement is a renewal of the existing agreement with Edison State College for financial, accounting and legal services for Fiscal Year 2014 – 2015 for \$40,000 for the year.

It is recommended that Board of Directors approve the renewal of the Personal Services Agreement for Financial, Accounting and Legal Services for Fiscal Year 2014 – 2015.

Attachment(s)

REQUESTED BY:   
Corporation Treasurer

APPROVED FOR AGENDA BY:   
Corporation President

# PERSONAL SERVICES AGREEMENT FOR FINANCIAL, ACCOUNTING AND LEGAL SERVICES

This Master Services Agreement (this "Agreement") is effective April 1, 2014 by and between the **DISTRICT BOARD OF TRUSTEES OF EDISON STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, and the **EDISON STATE COLLEGE FINANCING CORPORATION** (the "Financing Corporation"), a not for profit corporation organized and existing under the laws of the State of Florida, a direct-support organization of the College pursuant to Section 1004.70, Florida Statutes.

## RECITALS

**WHEREAS**, the Financing Corporation is a Direct Support Organization of the College as authorized and described in Section 1004.70, Florida Statutes;

**WHEREAS**, pursuant to Section 1004.70, Florida Statutes, the College has certified the Financing Corporation, as a Florida College System direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvement; (iii) manage and invest funds held by it; (iv) operate or administer contracts for auxiliary enterprises and (v) any other activity of Edison State College;

**WHEREAS**, Section 1004.70(3)(a), Florida Statutes, expressly authorizes the District Board of Trustees to permit the use of property, facilities, and personal services of the College by the College's direct-support organization, including the Financing Corporation;

**WHEREAS**, Section 1004.70(1)(b), Florida Statutes, states that personal services includes full-time or part-time personnel as well as payroll processing ("Personal Services");

**WHEREAS**, the Financing Corporation desires to contract with the College for the use of the Personal Services described below and the College wishes to accept such engagement, pursuant to the terms and conditions contained herein;

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**PROVISION OF SERVICES**

1.1 Provision of Services. The Financing Corporation hereby engages the College to provide the following Personal Services:

A. Financial and Accounting Services:

- i. Monthly performance of bank reconciliations;
- ii. Processing of accounts payable;
  - i. Implementation of investment strategies as determined by the Board of Directors of the Financing Corporation;
- iii. Preparation of the Annual Financial Report;
- iv. Preparation of the Quarterly budget to actual reports;
- v. Development of and presentation to the Board of Director of the annual budget;

B. Legal Services:

- i. Preparation and Review of Contracts;
- ii. Preparation of Written Resolutions of the Board of Directors;
- iii. Review and Approval of Board Minutes as necessary;
- iv. Attendance at meetings of the Board of Trustees;
- v. Provision of Legal Guidance to the Board of Directors and corporate officers.

1.2 Termination of Services. In addition, College may at any time immediately terminate this Agreement or withhold Personal Services in the event of breach by the Financing Corporation of any of the terms of this Personal Services Agreement or upon the occurrence of any of the events set forth in Article VII. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

1.3 Right of Supervision and Control. The College shall have sufficient authority so as to maintain a right of direction and control over employees providing Personal Services, and

shall retain authority to hire, terminate, discipline and reassign employees. The Financing Corporation shall, however, retain such sufficient direction and control over employees performing Personal Services as is necessary to conduct the Financing Corporation's business and without which the Financing Corporation would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Financing Corporation.

**ARTICLE 2  
TERM**

2.1. Term. The Term of this Agreement shall commence as of April 1, 2014, (the "Effective Date") and shall expire on March 31, 2015.

**ARTICLE 3  
PAYMENT OF WAGES AND BENEFITS**

3.1 Payment of Wages. The Financing Corporation also represents and warrants that all wages (including bonuses) paid to any employee are to be paid by College and that any such employees will receive no additional wages in any form from the Financing Corporation. The Financing Corporation agrees it will be solely responsible for damages of any nature arising out of the Financing Corporation's failure to report to College the payment to an employee of any remuneration for services rendered for the College. The College assumes responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims) and tax obligations for any individuals who are performing Personal Services pursuant to this Agreement.

3.2 Claims. Should any claims, demands, suits or other legal proceedings be threatened in writing or instituted by any person against the College or the Financing Corporation with relating in any way to the Personal Services provided hereunder, the recipient of notice of such claim, demand, suit or other legal proceeding shall give each of the other parties to this Agreement prompt notice and all pertinent information and reasonable assistance in the defense or other disposition thereof. The College and the Financing Corporation shall promptly investigate all alleged accidents and/or alleged claims for damages relating in any way to the Personal Services provided hereunder.

3.3 Financing Corporation's Liability. Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Financing Corporation for (i) any payment hereunder or (ii) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the System Revenues (as such term is defined in the Bond Documents), if any, to the extent available to the Financing Corporation pursuant to the Bond Documents or from other cash balances within accounts maintained by the of the Financing Corporation and, in either case, not from or against any other assets, properties or funds of Financing Corporation or against any assets, properties or funds of any member, director, official, officer, employee, successor, assign or agent of Financing Corporation. The College agrees not to seek to obtain a money judgment against Financing Corporation, or against any officer, member, official, director, employee or agent of

Financing Corporation or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns.

**ARTICLE 4  
WORKERS' COMPENSATION**

4.1 Workers' Compensation. The College shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for its employees who may provide Personal Services, either on a part-time or full-time basis. Should the Financing Corporation be allowed to maintain its own workers' compensation policy, College shall be named as an additional insured on such policy or policies.

**ARTICLE 5  
COMPENSATION OF COLLEGE**

5.1 In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$40,000 per year which shall be paid no later than thirty days after the close of the Financing Corporation's fiscal year on March 30, 2014.

**ARTICLE 6  
INSURANCE REQUIREMENTS**

6.1 Insurance. During the term of this Agreement, the Financing Corporation shall procure and maintain in full force and effect the insurance as determined by the Financing Corporation to be required to comply with the requirements of the Bond Documents and the Ground Lease and by July 1, 2012, shall name both the College and the Financing Corporation as additional insureds.

**ARTICLE 7  
DEFAULT AND TERMINATION**

7.1 The Financing Corporation's Default. The Financing Corporation shall be in default hereunder (i) should the Financing Corporation fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the Financing Corporation, (iii) should the Financing Corporation engage in any fraud, misappropriation, embezzlement or in any willful misconduct in violation of this Agreement, or (iv) should the Financing Corporation fail to timely provide its consent or approval as required hereunder.

7.2 The College's Default. The College shall be in default hereunder (i) should the College fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the College, (iii) should the College engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority in this Agreement, (iv) should the College fail to maintain all licenses and permits necessary for



the College to discharge its duties under this Agreement, or (v) should the College fail to make any payments or to provide the funds required hereunder.

7.3 Termination for Cause. If any party defaults and continues such default for more than thirty (30) days after a reasonably detailed default notice from one of the other parties hereto, then notwithstanding any contrary provision of this Agreement, such other party shall have the right, in addition to all other rights and remedies, to terminate this Agreement by giving a termination notice to the defaulting party; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 30-day period, then the defaulting party shall have such additional time as is reasonably required to cure such failure provided such defaulting party commences to cure such failure within such 30-day period and proceeds to prosecute such cure with diligence and continuity, and such cure is complete within an additional thirty (30) days; and further provided, however, that such additional thirty-day period shall not apply to defaults based on the failure to timely pay any funds due hereunder or to timely grant or withhold approvals or consents required hereunder.

7.4 Other Terminations. This Agreement shall also terminate upon any termination of the Ground Lease, or upon any total casualty or condemnation of the Property after which the Property is not restored in a manner consistent with the condition and capacity prior to the casualty or condemnation.

## ARTICLE 8 MISCELLANEOUS

8.1 Independent Contractor Status. It is the intention of the parties hereto that the Financing Corporation and the College shall be, and remain, independent contractors. The parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, joint venture or agency of any kind.

8.2 No Third-Party Beneficiary. The provisions of this Agreement are not entitled to benefit any person who is not a party to this Agreement.

8.3 No Assignment. Neither the College nor the Financing Corporation shall assign or pledge any of their respective rights, duties or obligations under this Agreement without the consent of all parties to this Agreement.

8.4 Complete Agreement. This Personal Service Agreement, including all Exhibits as they may be now exist or as may they may be added from time to time, is a complete and exclusive statement of the terms of the agreement between the Financing Corporation and the College related to the provision of Personal Services with respect to the Property and supersedes and replaces any and all previous communications and understandings between the parties relating to the subject matter hereof.

8.5 Modification. This Agreement may be effectively modified, changed or amended only by a writing signed by all of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned.

8.6 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

8.7 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.8 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first written above:

**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By: \_\_\_\_\_  
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By: \_\_\_\_\_  
Jeffrey S. Allbritten, D.A.  
President

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 18, 2014

AGENDA ITEM: 3

**Approval of the Renewal of the Lease for the Edison Collegiate High School, Charlotte Campus**

**RECOMMENDATION:**

**It is recommended that the Board of Directors Renew the Lease for the Edison Collegiate High School, Charlotte Campus.**

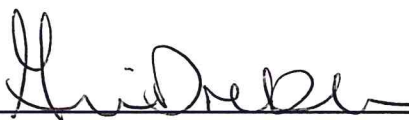
**STAFF ANALYSIS:**

The Edison State College Financing Corporation entered into a five year master lease agreement with Edison State College for the facilities used by the Edison College High Schools on the Charlotte and Lee Campuses. In turn, the Edison State College Financing Corporation leases the facilities back to the College on an annual basis. The attached proposed agreement is a renewal of the existing lease agreement with Edison State College for use by the Edison College High School, Charlotte Campus for 2014 – 2015, for an annual rent of \$125,000.00.

It is recommended that Board of Directors approve the renewal of the lease for the Edison Collegiate High School, Charlotte Campus.

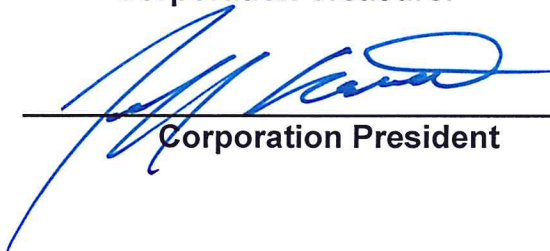
Attachment(s)

REQUESTED BY:



Corporation Treasurer

APPROVED FOR AGENDA BY:



Corporation President

**LEASE AGREEMENT  
EDISON STATE COLLEGE AND  
EDISON COLLEGIATE HIGH SCHOOL**

**THIS LEASE AGREEMENT** (this "Lease") is effective as of the 1<sup>st</sup> day of July, 2014, by and between the Edison State College Financing Corporation, whose mailing address is P.O. Box 60210, Fort Myers, Florida 33906 ("ESCFC") and District Board of Trustees of Edison State College, Florida on behalf of Edison Collegiate High School, Charlotte Campus, a charter school established under the laws of the State of Florida, whose mailing address is 26300 Airport Road, Punta Gorda, Florida 33950 (the "Charter School").

**WITNESSETH:**

**WHEREAS**, the Charter School is a charter school established in accordance with Section 1002.33, Florida Statutes, with the mission of providing high school level students with the opportunity to simultaneously earn a high school diploma and an associate of arts degree; and

**WHEREAS**, ESCFC desires to lease to the Charter School, and the Charter School desires to lease from ESCFC, on such terms and conditions as are set forth in this Lease, a portion of the College's premises located at 26300 Airport Road, Punta Gorda, Florida 33950 (the "Charlotte Campus"), as is more particularly described in Section 2 of this Lease (the "Leased Premises"); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereby made, and other good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Leased Premises. ESCFC hereby leases to the Charter School, and the Charter School does hereby lease from ESCFC, all of Building "K" on the Charlotte Campus of the Edison State College, consisting of approximately 19,102 gross square feet of leased space, which shall be referred to as the "Leased Premises": Building K shall be utilized by the Charter School as a classroom center.
3. Term. The term of this Lease shall be for a period of approximately one (1) year (the "Term"), commencing on July 1, 2014 (the "Commencement Date"), and terminating on June 30, 2014 (the "Termination Date"). In the event the Charter School's charter is terminated or not renewed during the Term of this Lease, this Lease shall automatically terminate, and the Charter School shall pay all outstanding sums due and payable to ESCFC pursuant to this Lease.
4. Base Rent. The Charter School shall pay to the College base rent for the Leased Premises during the Term in the amount of One Hundred Twenty-Five Thousand and No/100

Dollars (\$125,000.00) (the "Base Rent"). The Base Rent shall be payable in equal quarterly payments, unless agreed otherwise by the parties.

5. Maintenance. Charter School shall provide the following at the Leased Premises: (i) utilities, including but not limited to electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance of the roof, exterior walls and structural systems; and (iv) other miscellaneous services at the College's discretion, such as landscaping.
6. Use. The Leased Premises shall be used and occupied by the Charter School for educational and administrative purposes consistent with the Charter School's charter, and for no other purposes. All use of the Leased Premises shall be in compliance with all Laws. For purposes of this Lease, "Laws" shall mean all applicable present and future (i) federal, state and local laws, statutes, ordinances, rules, regulations and codes, and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the laws of the State of Florida; and (iv) rules, regulations and orders or quasi-official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
7. Hours of Use. Unless otherwise agreed to by ESCFC, the Charter School shall have exclusive use Building K daily from 6:45 a.m. through 5:00 p.m. The remainder of the Leased Premises shall be utilized by the Charter School as mutually agreed by ESCFC and Charter School.
8. Alterations to the Leased Premises. The Charter School shall not, without the prior written consent of ESCFC, make any material changes or alterations, additions or improvements in or about the Leased Premises. Any alterations shall be made in compliance with the Florida State Requirements for Educational Facilities, the Florida Building Code, the Florida Fire Prevention Code and the Americans with Disabilities Act.
9. No Further Encumbrances. The Charter School shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the Edison State College and ESCFC harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of the Charter School.
10. Default. Default by the Charter School. "Default" shall be the occurrence of any one or more of the following events which shall permit ESCFC, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.

- a. The Charter School's failure to pay any sums payable to ESCFC which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
  - b. The Charter School's abandonment or vacation of the Leased Premises.
  - c. The Charter School's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of ESCFC.
  - d. The Charter School's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by ESCFC to the Charter School of such breach.
  - e. The termination or non-renewal of the Charter School's charter.
  - f. Use of the Leased Premises by the Charter School other than as specified in Section 6 or in non-compliance therewith.
  - g. The Charter School's encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in Section 9 above.
11. Assignment. The Charter School shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of ESCFC, which consent may be withheld in the sole discretion of ESCFC.
12. Taxes. The Charter School shall be responsible for and shall pay before delinquency any applicable municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by the Charter School. The Charter School shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof including but not limited to sales taxes, and property taxes and provide notice to ESCFC of the payment of the same.
13. Third Party Clause. This Lease is for the sole benefit of the Charter School and ESCFC and not for any third party. The Charter School's sponsoring entity, the Charlotte County School Board, shall have no rights, title or interests in or to the Leased Premises. Except as expressly provided in this Lease, there are no third-party beneficiaries of this Lease. This Lease does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Lease and the obligations and legal duties imposed on any party by this Lease are owed exclusively to the other party or parties any are not owed to any party not a signatory to this Lease.

14. Discrimination. Neither ESCFC nor the Charter School will discriminate in its employment practices, provision of services to the Charter School or Charter School's students and the general public or otherwise on the basis of race, color, religion, age, sex, marital status or national origin nor will either discriminate against any qualified person with a disability. The parties agree that sexual harassment constitutes discrimination on the basis of sex.
15. Inspection and Access to Premises. ESCFC shall have the right to enter the Leased Premises at all times upon reasonable notice to the Charter School (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as ESCFC may deem necessary or desirable at ESCFC's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the Charter School, its officers, directors, agents, employees, contractors, invitees or licensees.
16. Casualty.
- a. If the Leased Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, ESCFC shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of the Charter School's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises were in immediately prior to the happening of the casualty. Provided, however, ESCFC is only obligated to repair or restore the premises to the extent that it has purchased insurance pursuant to a written agreement between it and the District Board of Trustees of Edison State College, Florida specifically requiring the purchase of such insurance and it shall not in any event be required to restore any portion of the Lee Campus which is not leased to the Charter School.
  - b. Anything contained in Paragraph a., above, to the contrary notwithstanding, ESCFC may terminate this Lease and shall have no obligation to the Charter School to restore the Leased Premises in the event the Lease Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, if:
    - i. the fire or other casualty is caused by the acts, omissions or negligence of the Charter School, its officers, directors, employees, agents, contractors, or invitees;
    - ii. the Leased Premises are damaged in whole or in part as a result of a risk that is not covered by ESCFC's insurance policies;
    - iii. it has not been required to purchase such insurance pursuant to a written agreement between it and the District Board of Trustees of Edison State College, Florida or in the event that the insurance proceeds are inadequate to restore the Leased Premises to substantially the same condition as the

Leased Premises were in immediately prior to the happening of the casualty.

17. Notices. All notices given to the Charter School hereunder shall be forwarded to the Charter School at the following address, until ESCFC is notified otherwise:

Edison Collegiate High School  
Attn: Principal  
26300 Airport Road  
Punta Gorda, Florida 33950

18. Construction of Lease. This Lease shall be governed by the laws of the State of Florida. Any changes to the applicable laws, which govern this Lease, will necessitate a change in the Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
19. Loss; Damage; Injury; Defects. The Charter School may store its property in and shall occupy the Leased Premises at its own risk. ESCFC shall not be responsible or liable at any time for damage to the Charter School's merchandise, equipment, fixtures or other personal property or the Charter School's business regardless of the cause, unless the damage is due to ESCFC's negligence or wrongful act, or the negligence or wrongful act of any officer, director, employee, agent, contractor or invitee of ESCFC. ESCFC shall not be responsible or liable to the Charter School for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to ESCFC's negligence, wrongful act or failure to comply with this Lease, ESCFC shall not be liable for any defect in the Charlotte Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of the Charter School or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Charlotte Campus, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Charlotte Campus.
20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, ESCFC warrants and covenants that the Charter School shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
21. Severability. If any clause or provision of this Lease shall be adjusted invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.



- 22. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- 23. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- 24. Counterparts. This Lease may be executed in counterparts, both of which shall be effective only on delivery and thereafter shall be deemed an original, and both of which shall be taken to be one and same signature page.

**IN WITNESS WHEREOF** the parties set their hands and seals to the date set forth above.

**EDISON STATE COLLEGE FINANCING CORPORATION**

BY: \_\_\_\_\_  
 Jeffrey S. Allbritten, D.A.  
 President

\_\_\_\_\_  
 Date

**DISTRICT BOARD OF TRUSTEES OF  
 EDISON STATE COLLEGE, FLORIDA  
 ON BEHALF OF THE EDISON COLLEGIATE  
 HIGH SCHOOL, CHARLOTTE CAMPUS**

BY: \_\_\_\_\_  
 Gina B. Doeble, CPA  
 Vice President, Administrative Services

Approved as to Form:

By: \_\_\_\_\_  
 General Counsel

\_\_\_\_\_  
 Date

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 18, 2014

AGENDA ITEM: 4

**Approval of the Renewal of the Lease for the Edison Collegiate High School, Lee Campus**

RECOMMENDATION:

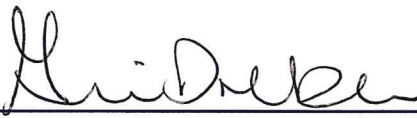
**It is recommended that the Board of Directors Renew the Lease for the Edison Collegiate High School, Lee Campus.**


STAFF ANALYSIS:

The Edison State College Financing Corporation entered into a five year master lease agreement with Edison State College for the facilities used by the Edison College High Schools on the Lee and Charlotte Campuses. In turn, the Edison State College Financing Corporation leases the facilities back to the College on an annual basis. The attached proposed agreement is a renewal of the existing lease agreement with Edison State College for use by the Edison College High School, Lee Campus for 2014 – 2015, for an annual rent of \$125,000.00.

It is recommended that Board of Directors approve the renewal of the lease for the Edison Collegiate High School, Lee Campus.

Attachment(s)

REQUESTED BY:   
Corporation Treasurer

APPROVED FOR AGENDA BY:   
Corporation President

**LEASE AGREEMENT  
EDISON STATE COLLEGE AND  
EDISON COLLEGIATE HIGH SCHOOL**

**THIS LEASE AGREEMENT** (this "Lease") is effective as of the 1<sup>st</sup> day of July, 2014, by and between the Edison State College Financing Corporation, whose mailing address is P.O. Box 60210, Fort Myers, Florida 33906 ("ESCFC") and District Board of Trustees of Edison State College, Florida on behalf of the Edison Collegiate High School, Lee Campus, a charter school established under the laws of the State of Florida, whose mailing address is 8099 College Parkway, Building T, Fort Myers, Florida, 33919, (the "Charter School").

**WITNESSETH:**

**WHEREAS**, the Charter School is a charter school established in accordance with Section 1002.33, Florida Statutes, with the mission of providing high school level students with the opportunity to simultaneously earn a high school diploma and an associate of arts degree; and

**WHEREAS**, ESCFC desires to lease to the Charter School, and the Charter School desires to lease from ESCFC, on such terms and conditions as are set forth in this Lease, a certain portion of the premises located at 8099 College Parkway, Fort Myers, Florida, 33919 (the "Lee Campus"), as is more particularly described in Section 2 of this Lease (the "Leased Premises"); and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereby made, and other good and valuable consideration the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Leased Premises. ESCFC hereby leases to the Charter School, and the Charter School does hereby lease from ESCFC, a portion of Building "T" on the Lee County Campus of Edison State College, consisting of approximately 8,532 gross square feet of leased space, which shall be referred to as the "Leased Premises": The leased space with Building T shall be utilized by the Charter School as the classroom center.
3. Term. The term of this Lease shall be for a period of approximately one (1) year (the "Term"), commencing on July 1, 2013 (the "Commencement Date"), and terminating on June 30, 2014 (the "Termination Date"). In the event the Charter School's charter is terminated or not renewed during the Term of this Lease, this Lease shall automatically terminate, and the Charter School shall pay all outstanding sums due and payable to ESCFC pursuant to this Lease.
4. Base Rent. The Charter School shall pay to ESCFC base rent for the Leased Premises during the Term in the amount of One Hundred Twenty-Five Thousand and No/100

Dollars (\$100,000)(the “Base Rent”). The Base Rent shall be payable in equal quarterly payments, unless agreed otherwise by the parties.

5. Maintenance. Charter School shall provide the following at the Leased Premises: (i) utilities, including but not limited to electrical, heating, ventilation and air conditioning, water, garbage and sewer; (ii) custodial services; (iii) maintenance of the roof, exterior walls and structural systems; and (iv) other miscellaneous services at the College’s discretion, such as landscaping.
6. Use. The Leased Premises shall be used and occupied by the Charter School for educational and administrative purposes consistent with the Charter School’s charter, for classroom instruction for students attending Edison State College, and for no other purposes. All use of the Leased Premises shall be in compliance with all Laws. For purposes of this Lease, “Laws” shall mean all applicable present and future (i) federal, state and local laws, statutes, ordinances, rules, regulations and codes, and the federal and state constitutions; (ii) decrees, orders, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedent in the State of Florida; (iii) decisions of federal courts applying the laws of the State of Florida; and (iv) rules, regulations and orders or quasi-official entities or bodies (e.g., boards and bureaus), as the same may be amended or supplemented from time to time.
7. Hours of Use. Unless otherwise agreed to by ESCFC, the Charter School shall have exclusive use Building T daily from 6:45 a.m. through 4:30 p.m.
8. Alterations to the Leased Premises. The Charter School shall not, without the prior written consent of ESCFC, make any material changes or alterations, additions or improvements in or about the Leased Premises. Any alterations shall be made in compliance with the Florida State Requirements for Educational Facilities, the Florida Building Code, the Florida Fire Prevention Code and the Americans with Disabilities Act.
9. No Further Encumbrances. The Charter School shall not have any right to encumber or mortgage the Leased Premises or otherwise place a lien or judgment upon its leasehold interest or the fee, and shall save the Edison State College and ESCFC harmless from any liens, claims judgments and demands, of whatsoever nature, made by any third party, including, but not limited to, any subcontractors, material men and vendors in connection with any work performed upon the Leased Premises by or on behalf of the Charter School.
10. Default. Default by the Charter School. “Default” shall be the occurrence of any one or more of the following events which shall permit ESCFC, subject to the cure periods herein stated, to immediately terminate this Lease and take possession of the Leased Premises.

- a. The Charter School's failure to pay any sums payable to ESCFC which shall be and remain unpaid for more than thirty (30) days after the same are due and payable.
  - b. The Charter School's abandonment or vacation of the Leased Premises.
  - c. The Charter School's voluntary or involuntary transfer of its leasehold interest hereunder to any other person or other entity, without the prior written approval of ESCFC.
  - d. The Charter School's material breach of the performance of any of the other covenants, agreements, stipulations or conditions herein and such breach shall not be cured within a period of thirty (30) days after written notice by ESCFC to the Charter School of such breach.
  - e. The termination or non-renewal of the Charter School's charter.
  - f. Use of the Leased Premises by the Charter School other than as specified in Section 6 or in non-compliance therewith.
  - g. The Charter School's encumbrance of the Leased Premises or the fee, or its allowing the Leased Premises or fee to be encumbered, or any other breach of the provisions in Section 9 above.
11. Assignment. The Charter School shall not have the right to assign, sublease or otherwise dispose of this Lease or any part thereof, or of its right, title or interest therein or its power to execute this Lease or any amendment or modification thereto, to any person, company or corporation, without the prior written consent of ESCFC, which consent may be withheld in the sole discretion of ESCFC.
12. Taxes. The Charter School shall be responsible for and shall pay before delinquency any applicable municipal, county, state and federal taxes assessed during the Term, against personal property of any kind owned by or placed in, upon or about the Leased Premises by the Charter School. The Charter School shall pay all applicable fees and taxes, if any, levied on the Leased Premises or the contents thereof including but not limited to sales taxes, and property taxes and provide notice to ESCFC of the payment of the same.
13. Third Party Clause. This Lease is for the sole benefit of the Charter School and ESCFC and not for any third party. The Charter School's sponsoring entity, the Lee County School Board, shall have no rights, title or interests in or to the Leased Premises. Except as expressly provided in this Lease, there are no third-party beneficiaries of this Lease. This Lease does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Lease and the obligations and legal duties imposed on any party by this Lease are owed exclusively to the other party or parties any are not owed to any party not a signatory to this Lease.

14. Discrimination. Neither ESCFC nor the Charter School will discriminate in its employment practices, provision of services to the Charter School or Charter School's students and the general public or otherwise on the basis of race, color, religion, age, sex, marital status or national origin nor will either discriminate against any qualified person with a disability. The parties agree that sexual harassment constitutes discrimination on the basis of sex.
15. Inspection and Access to Premises. ESCFC shall have the right to enter the Leased Premises at all times upon reasonable notice to the Charter School (except in the case of an emergency, in which case no prior notice need be given), to examine the Leased Premises, to survey the Leased Premises and make such repairs, alterations, improvements, or additions as ESCFC may deem necessary or desirable at ESCFC's expense, except for expenses incurred for such examination, surveying, repairs, alterations improvements or additions due to the actions of the Charter School, its officers, directors, agents, employees, contractors, invitees or licensees.
16. Casualty.
- a. If the Leased Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, ESCFC shall proceed with reasonable diligence to repair and restore the Leased Premises (exclusive of the Charter School's trade fixtures, signs, contents and personal property) to substantially the same condition as the Leased Premises were in immediately prior to the happening of the casualty. Provided, however, ESCFC is only obligated to repair or restore the premises to the extent that it has purchased insurance pursuant to a written agreement between it and the District Board of Trustees of Edison State College, Florida specifically requiring the purchase of such insurance and it shall not in any event be required to restore any portion of the Lee Campus which is not leased to the Charter School.
  - b. Anything contained in Paragraph a., above, to the contrary notwithstanding, ESCFC may terminate this Lease and shall have no obligation to the Charter School to restore the Leased Premises in the event the Lease Premises, or any portion thereof, is destroyed or substantially damaged by fire or other casualty, if:
    - i. the fire or other casualty is caused by the acts, omissions or negligence of the Charter School, its officers, directors, employees, agents, contractors, or invitees;
    - ii. the Leased Premises are damaged in whole or in part as a result of a risk that is not covered by ESCFC's insurance policies;
    - iii. it has not been required to purchase such insurance pursuant to a written agreement between it and the District Board of Trustees of Edison State College, Florida or in the event that the insurance proceeds are inadequate to restore the Leased Premises to substantially the same condition as the

Leased Premises were in immediately prior to the happening of the casualty.

17. Notices. All notices given to the Charter School hereunder shall be forwarded to the Charter School at the following address, until ESCFC is notified otherwise:

Edison Collegiate High School  
Attn: Principal  
8099 College Parkway SW, Building T,  
Fort Myers, Florida, 33919

18. Construction of Lease. This Lease shall be governed by the laws of the State of Florida. Any changes to the applicable laws, which govern this Lease, will necessitate a change in the Lease terms and conditions, which may be effected thereby, at the time such changes may arise.
19. Loss; Damage; Injury; Defects. The Charter School may store its property in and shall occupy the Leased Premises at its own risk. ESCFC shall not be responsible or liable at any time for damage to the Charter School's merchandise, equipment, fixtures or other personal property or the Charter School's business regardless of the cause, unless the damage is due to ESCFC's negligence or wrongful act, or the negligence or wrongful act of any officer, director, employee, agent, contractor or invitee of ESCFC. ESCFC shall not be responsible or liable to the Charter School for damage to either person or property that may be occasioned by or through the acts or omissions of third parties. Unless due to ESCFC's negligence, wrongful act or failure to comply with this Lease, ESCFC shall not be liable for any defect in the Lee Campus, or parking area or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of the Charter School or other person caused by the running, backing up, seepage, or overflow of water or sewage in any part of the Leased Premises, the failure of any public utility in supplying utilities to the Leased Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation, use of any of the Leased Premises, Lee Campus, equipment, machinery, utilities, appliances or apparatus by any other person or by or from the acts of negligence of any occupant of the Leased Premises or the Lee Campus.
20. Quiet Enjoyment. Subject to the terms and conditions of this Lease, ESCFC warrants and covenants that the Charter School shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term.
21. Severability. If any clause or provision of this Lease shall be adjusted invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

- 22. Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- 23. Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.
- 24. Counterparts. This Lease may be executed in counterparts, both of which shall be effective only on delivery and thereafter shall be deemed an original, and both of which shall be taken to be one and same signature page.

**IN WITNESS WHEREOF** the parties set their hands and seals to the date set forth above.

**EDISON STATE COLLEGE FINANCING CORPORATION**

BY: \_\_\_\_\_  
 Jeffrey S. Allbritten, D.A.  
 President

\_\_\_\_\_  
 Date

**DISTRICT BOARD OF TRUSTEES OF  
 EDISON STATE COLLEGE, FLORIDA  
 ON BEHALF OF THE EDISON COLLEGIATE  
 HIGH SCHOOL, LEE CAMPUS**

BY: \_\_\_\_\_  
 Gina B. Doeble, CPA  
 Vice President, Administrative Services

Approved as to Form:

By: \_\_\_\_\_  
 General Counsel

\_\_\_\_\_  
 Date



Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 18, 2014

AGENDA ITEM: 5

**Approval of the Renewal of the Personal Services Agreement for Public Safety Technician Services, Maintenance Technicians Services and Assistant Director, Student Life & Programing Services for Fiscal Year 2014 – 2015**

RECOMMENDATION:

It is recommended that the Board of Directors renew of the Personal Services Agreement for Public Safety Technician Services, Maintenance Technicians Services and Assistant Director, Student Life & Programing Services for Fiscal Year 2014 – 2015.

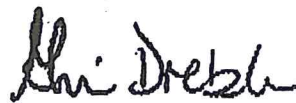
STAFF ANALYSIS:

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. The attached proposed agreement is a renewal of the existing agreement with Edison State College for Public Safety Technician Services, Maintenance Technicians Services and Assistant Director, Residential Life & Residence Life Specialist services for Fiscal Year 2014 – 2015 for \$100,000 for the year. This represents a reduction in annual payments of over \$35,000.00.

It is recommended that Board of Directors approve the renewal of the Personal Services Agreement for Fiscal Year 2014 – 2015.

Attachment(s)

REQUESTED BY:



Corporation Treasurer

APPROVED FOR AGENDA BY:



Corporation President

# PERSONAL SERVICES AGREEMENT

This Personal Services Agreement (this "Agreement") is effective the 1<sup>st</sup> day of April 2014 by and between the **DISTRICT BOARD OF TRUSTEES OF EDISON STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, the **EDISON STATE COLLEGE FINANCING CORPORATION** (the "Financing Corporation"), a not for profit corporation organized and existing under the laws of the State of Florida, a direct-support organization of the College pursuant to Section 1004.70, Florida Statutes.

## RECITALS

**WHEREAS**, the College currently owns certain unimproved real property comprising a portion of the College's Lee County campus, which the College has leased to the Financing Corporation pursuant to the terms of a Master Ground Lease Agreement dated as of December 1, 2010 (the "Ground Lease");

**WHEREAS**, the Ground Lease provides for the construction of Capital Projects (as such term is defined therein) by the Financing Corporation upon the real property subject thereto;

**WHEREAS**, in accordance with the Ground Lease, the Financing Corporation is constructing a Capital Project consisting of a 405 bed student housing facility, (the "Facilities"), located on the Facilities Site and placed into service on or about July 1, 2012 (the "Opening Date");

**WHEREAS**, the Lee County Industrial Development Authority (the "Authority") has issued its not to exceed \$26,300,000 Revenue Bond (Edison State College Financing Corporation Project), Series 2010 (the "Bond") for purposes of lending the proceeds thereof to the Financing Corporation to finance the design, construction and equipping of the Proposed Facilities;

**WHEREAS**, the Bond was issued pursuant to the Financing Agreement dated as of December 1, 2010 (the "Financing Agreement") among the Authority, the Financing Corporation and Branch Banking and Trust Company (together with successors and assigns, the "Holder");

**WHEREAS**, Financing Corporation's obligations to the Holder under the Financing Agreement are further secured by the terms and provisions of the Guaranty Agreement dated as of December 1, 2010 (the "Guaranty") by and between the Financing Corporation and the Holder;

**WHEREAS**, when completed the Facilities will be managed and operated by the Financing Corporation and will provide residential opportunities to students at the College who wish to experience a living learning environment;

WHEREAS, Section 1004.70(3)(a), Florida Statutes, expressly authorizes the District Board of Trustees to permit the use of property, facilities, and personal services of the College by the College's direct-support organization, including the Financing Corporation;

WHEREAS, Section 1004.70(1)(b), Florida Statutes, states that personal services includes full-time or part-time personnel as well as payroll processing ("Personal Services");

WHEREAS, the Financing Corporation desires to contract with the College for the use of the Personal Services described below and the College wishes to accept such engagement, pursuant to the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1  
PROVISION OF SERVICES**

1.1 Provision of Services. The Financing Corporation hereby engages the College to provide the following personal services:

**Public Safety Technician Services to Include:**

- a. Primary Duty:
  - i. Implement and enforce the *Residence Hall Public Safety Procedures*.
- b. Additional Duties with respect to the Residence Hall and surrounding areas:
  - i. Conducts regular foot and vehicle patrols for assigned area(s) to ensure environment is safe for students, faculty, staff and visitors. Observes surroundings through these patrols and takes appropriate measures to eliminate security and safety concerns to ensure protection of College facilities and assets.
  - ii. Responds to complaints and disturbances; takes initial reports; provides support in conducting investigations.
  - iii. Ensures orderly flow of traffic; monitors parking lots; investigates accidents; issues parking citations.
  - iv. Maintains regular contact with supervisor when dispatched to appraise an emergency situation; keeps appropriate individuals informed of status and location of incidents; partners with other agencies and personnel to ensure proper handling of emergency calls.
  - v. Assists other law enforcement agencies, fire department and emergency medical technicians.

- vi. Alerts supervisor to issues or activities discovered during regular patrols that may have an impact on the safety and security of students, staff and visitors.

**Maintenance Technicians Services to Include:**

- a. Maintains building interior and exterior including interior custodial services.
- b. Inspects and maintains pumps.
- c. Inspects and maintains all building HVAC equipment.
- d. Performs all building preventive maintenance to systems and interior of buildings and units.
- e. Assist with installation of all mechanical systems.
- f. Repairs all doors and windows as needed.
- g. Installs and maintains all drywall and wall finishes.
- h. Installs and maintains all flooring and patches and paints as needed.
- i. Installs and maintains appliances i.e. microwaves, refrigerators, ice-makers, washers and dryers and cook stoves.
- j. Repairs all furniture as needed.
- k. Operates and maintains all equipment in the maintenance of the infrastructure.
- l. Assists with deliveries and oversees the activities of all outside contractors.
- m. Operates and maintains the energy-management system to the building tied to temperature control and lighting.
- n. Assists all utility companies in the reading and collection of meters.
- o. Completes and follows all work orders from manager and residence staff.
- p. Assists residents as needed with moving and setting up furniture in assigned units.
- q. Maintains all equipment and tools assigned to housing.
- r. Maintains outside lighting systems, chillers, storage pods, and assist grounds personnel as needed.
- s. Completes weekly and monthly inspections to all building common spaces, mechanical and electrical rooms, I.t. closets and assist R.A. as needed in their inspections.
- t. Maintain 24/7 coverage of all building systems and structure.

**Student Life and Programing Services:**

- a. Provides for the planning and implementation of programs and activities within the residence hall.
- b. Promote activities for residents.
- c. Develop and conduct training programs for Resident Assistants to ensure development of quality leadership.
- d. Provide general support for the recruiting, training, and supervision of student workers.
- e. Coordinate mailings to student residents, such as contracts, arrival information,

- cancellations, reminders and collection notices.
- f. Coordinate student resident check-in/out process for apartments, and manage appropriate paperwork.
  - g. Maintain accurate and complete copies of resident documents.
  - h. Maintains all documents for the Office of Residence Life such as resident floor chart rosters, publication forms, key log, rent roll, work orders, etc. Tracks all "lockouts" and processes charges for all lock changes and lost keys.
  - i. Maintain an accurate key inventory, recording keys as they are signed out and returned.
  - j. Assist in receiving and screening visitors as requested; answers and directs telephone calls.
  - k. Type and composes routine memos and correspondence.
  - l. Answer questions regarding the leasing process and conducts tours of community.
  - m. Send informational packets to potential residents in a timely fashion.
  - n. Collaborate with maintenance staff to report, track and maintain an accurate and complete list of maintenance requests and damages to the resident buildings. Creates, sends and tracks invoices associated with the damage, and processes payments for the charges.

1.2 Termination of Services. In addition, College may at any time immediately terminate this Agreement or withhold Personal Services in the event of breach by the Financing Corporation of any of the terms of this Master Personal Services Agreement or upon the occurrence of any of the events set forth in Article VII. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

1.3 Right of Supervision and Control. The College shall have sufficient authority so as to maintain a right of direction and control over employees providing Personal Services, and shall retain authority to hire, terminate, discipline and reassign employees. The Financing Corporation shall, however, retain such sufficient direction and control over employees performing Personal Services as is necessary to conduct the Financing Corporation's business and without which the Financing Corporation would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Financing Corporation.

1.4 Compensation To The College. In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$100,000.00 per year which will be billed to the Financing Corporation by the College in four quarterly billings.

## ARTICLE 2 TERM

2.1. Term. The Term of this Agreement shall commence as of April 1, 2014, and shall expire on March 31, 2015.

**ARTICLE 3  
PAYMENT OF WAGES AND BENEFITS**

3.1 Payment of Wages. The Financing Corporation also represents and warrants that all wages (including bonuses) paid to any employee are to be paid by College and that any such employees will receive no additional wages in any form from the Financing Corporation. The Financing Corporation agrees it will be solely responsible for damages of any nature arising out of the Financing Corporation's failure to report to College the payment to an employee of any remuneration for services rendered for the College. The College assumes responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims) and tax obligations for any individuals who are performing Personal Services pursuant to this Agreement.

3.2 Claims. Should any claims, demands, suits or other legal proceedings be threatened in writing or instituted by any person against the College or the Financing Corporation with relating in any way to the Personal Services provided hereunder, the recipient of notice of such claim, demand, suit or other legal proceeding shall give each of the other parties to this Agreement prompt notice and all pertinent information and reasonable assistance in the defense or other disposition thereof. The College and the Financing Corporation shall promptly investigate all alleged accidents and/or alleged claims for damages relating in any way to the Personal Services provided hereunder.

3.3 Financing Corporation's Liability. Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Financing Corporation for (i) any payment hereunder or (ii) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the System Revenues (as such term is defined in the Bond Documents), if any, to the extent available to the Financing Corporation pursuant to the Bond Documents or from other cash balances within accounts maintained by the of the Financing Corporation and, in either case, not from or against any other assets, properties or funds of Financing Corporation or against any assets, properties or funds of any member, director, official, officer, employee, successor, assign or agent of Financing Corporation. The College agrees not to seek to obtain a money judgment against Financing Corporation, or against any officer, member, official, director, employee or agent of Financing Corporation or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns.

**ARTICLE 4  
WORKERS' COMPENSATION**

4.1 Workers' Compensation. The College shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for its employees who may provide Personal Services, either on a part-time or full-time basis. Should the Financing Corporation be allowed to maintain its own workers' compensation policy, College shall be named as an additional insured on such policy or policies.

**ARTICLE 5  
MAINTENANCE OF ACCOUNTS**

5.1 Revenue Accounts. The College hereby covenants and agrees if any Personal Services require the collection of Housing System Revenues (a) that it shall collect all Housing System Revenue with respect to the Property on behalf of the Financing Corporation and any successor in right to the Property, and (b) to transfer all Housing System Revenues to the Escrow Agent under the Financing Agreement for deposit in the Revenue Fund established pursuant to the Bond Documents, no less frequently than once per month, commencing in the month immediately following the Opening Date. The Financing Corporation hereby appoints the College as its agent to collect Housing System Revenues and hereby directs the College to deposit all Housing System Revenues collected with the Holder.

**ARTICLE 6  
INSURANCE REQUIREMENTS**

6.1 Insurance. During the term of this Agreement, the Financing Corporation shall procure and maintain in full force and effect the insurance as determined by the Financing Corporation to be required to comply with the requirements of the Bond Documents and the Ground Lease and by July 1, 2012, shall name both the College and the Financing Corporation as additional insureds.

**ARTICLE 7  
DEFAULT AND TERMINATION**

7.1 The Financing Corporation's Default. The Financing Corporation shall be in default hereunder (i) should the Financing Corporation fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the Financing Corporation, (iii) should the Financing Corporation engage in any fraud, misappropriation, embezzlement or in any willful misconduct in violation of this Agreement, or (iv) should the Financing Corporation fail to timely provide its consent or approval as required hereunder.

7.2 The College's Default. The College shall be in default hereunder (i) should the College fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the College, (iii) should the College engage in any

fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority in this Agreement, (iv) should the College fail to maintain all licenses and permits necessary for the College to discharge its duties under this Agreement, or (v) should the College fail to make any payments or to provide the funds required hereunder.

7.3 Termination for Cause. If any party defaults and continues such default for more than thirty (30) days after a reasonably detailed default notice from one of the other parties hereto, then notwithstanding any contrary provision of this Agreement, such other party shall have the right, in addition to all other rights and remedies, to terminate this Agreement by giving a termination notice to the defaulting party; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 30-day period, then the defaulting party shall have such additional time as is reasonably required to cure such failure provided such defaulting party commences to cure such failure within such 30-day period and proceeds to prosecute such cure with diligence and continuity, and such cure is complete within an additional thirty (30) days; and further provided, however, that such additional thirty-day period shall not apply to defaults based on the failure to timely pay any funds due hereunder or to timely grant or withhold approvals or consents required hereunder.

7.4 Other Terminations. This Agreement shall also terminate upon any termination of the Ground Lease, or upon any total casualty or condemnation of the Property after which the Property is not restored in a manner consistent with the condition and capacity prior to the casualty or condemnation.

## ARTICLE 8 MISCELLANEOUS

8.1 Independent Contractor Status. It is the intention of the parties hereto that the Financing Corporation and the College shall be, and remain, independent contractors. The parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, joint venture or agency of any kind.

8.2 No Third-Party Beneficiary. The provisions of this Agreement are not entitled to benefit any person who is not a party to this Agreement.

8.3 No Assignment. Neither the College nor the Financing Corporation shall assign or pledge any of their respective rights, duties or obligations under this Agreement without the consent of all parties to this Agreement.

8.4 Complete Agreement. This Master Personal Service Agreement, including all Exhibits as they may be now exist or as may they may be added from time to time, is a complete and exclusive statement of the terms of the agreement between the Financing Corporation and the College related to the the provision of Personal Services with respect to the Property and supersedes and replaces any and all previous communications and understandings between the parties relating to the subject matter hereof.

8.5 Modification. This Agreement may be effectively modified, changed or amended only by a writing signed by all of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned.



8.6 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

8.7 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.8 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first written above:

**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By: \_\_\_\_\_  
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By: \_\_\_\_\_  
J. Dudley Goodlette  
Interim President

Exhibit \_\_\_\_

This Exhibit to the master Person Services Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

### RECITALS

**WHEREAS**, effective on February 1, 2012 the parties entered into a the Master Personal Services Agreement;

**WHEREAS**, the Master Personal Services Agreement contemplates that the nature of Personal Services provided by the College to the Financing Corporation will change over time and that additional or different services may be needed from time to time;

**WHEREAS**, the Master Personal Services Agreement contemplates that in order to provide for new or additional services that the College and the Financing Corporation will execute an exhibit describing the nature of the Personal Services to be provided by the College, the compensation to be paid by the Financing Corporation to the College for such Personal Services and the time period during which the Personal Services will be made available by the College to the Financing Corporation; and,

**WHEREAS**, the Master Personal Services Agreement states that each such exhibit shall be attached to and upon execution become a part of the Master Personal Services incorporating the terms thereof.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### 1.0 TERM

The term of this Exhibit to the Master Personal Services Agreement shall commence on the effective date and shall expire on (indicate one)

\_\_\_\_\_ a date certain which is \_\_\_\_\_; or,

\_\_\_\_\_ shall expire upon the expiration of the Master Personal Services Agreement.

**2.0 DESCRIPTION OF PERSONAL SERVICES**

The services to be provided by the College to the Financing Corporation pursuant to the terms of this Exhibit to the Master Personal Services Agreement are described as follows:



**3.0 COMPENSATION TO THE COLLEGE FOR PERSONAL SERVICES**

**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By: \_\_\_\_\_  
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By: \_\_\_\_\_  
J. Dudley Goodlette  
Interim President

<b>EDISON STATE COLLEGE FINANCING CORPORATION</b> <b>Agenda Item Summary</b>	
Meeting Date: 3/18/2014	
<b>1. Action Requested/Purpose:</b> <p style="margin-left: 40px;"><b>Adoption of the 2014 – 2015 Budget</b></p>	
<b>2. Fiscal Impact:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
<b>3. Funding Source:</b> Amount: \$	
<b>4. Administration Recommendation:</b>	
<b>5. Agenda Item Type:</b> <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	<b>8. Requirement/Purpose (Include Citation)</b> <input checked="" type="checkbox"/> Statute <b>1004.70</b> <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
<b>9. Background Information:</b>  <p>The attached budget of the Financing Corporation includes the General Operating Budget and Housing Budget for the period April 1, 2014 – March 31, 2015.</p> <p>It is recommended that the Board approve the attached budget for the Fiscal Year 2015.</p> <p>Attachment</p>	
<b>Requested By:</b>	 <hr style="border: 0; border-top: 1px solid black;"/> <b>Corporation Treasurer</b>
<b>Funding Verified by:</b>	<hr style="border: 0; border-top: 1px solid black;"/>
<b>Approved For Agenda by:</b>	 <hr style="border: 0; border-top: 1px solid black;"/> <b>Corporation President</b>



# EDISON STATE COLLEGE

FINANCING CORPORATION

**2014 - 15 Annual Budget**

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Board of Directors and Executive Officers

Jeffery S. Allbritten, D.A. – President

John A. Noland – Chairman

Sankey “Eddie” Webb, III – Vice Chair

Gina Doeble – Treasurer

David Carleton Hall - Secretary

Randall T. Parrish, Jr., O.D.

Christopher Vernon

Mary Lee Mann

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**TITLE: EDISON STATE COLLEGE FINANCING CORPORATION**

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**AUTHORITY: Florida Statute 1001.64; 1004.70****POLICY:**

Pursuant to Section 1004.70, Florida Statutes, the Edison State College District Board of Trustees has certified Edison State College Financing Corporation ("Financing Corporation"), as a community college direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvements; (iii) manage and invest funds held by it; (iv) operate or administer contracts for auxiliary enterprises or (v) any other proper activity of Edison State College. In pursuing the foregoing purposes the Financing Corporation shall have the authority to transfer funds to the College or to make expenditures on the College's behalf, either of which may include providing funding for capital, operating and non-operating expenditures, provided that such expenditures are for the benefit of the College.

The District President of the College is authorized to implement the Board's procedures and guidelines to allow the Financing Corporation the use of property, facilities and personal services pursuant to the provisions of Section 1004.70, Florida Statutes, as may be amended. In order to use such property, facilities and personal services, the Financing Corporation shall:

1. Maintain exemption from Federal income tax as an organization described in section 501(c) (3) of the Internal Revenue Code.
2. Maintain bylaws which provide that (i) the College District President or his or her designee and (ii) a designee of the Chairman of the District Board of Trustees, will serve as members of the board of Directors and the Executive Committee of the Financing Corporation.
3. Employ an independent auditing firm, and submit (i) annual audited financial statements and management letters, (ii) a copy of the Financing corporation's Form 1023 Application for Recognition of Exemption filed with the IRS and (iii) annual Form 990's as filed with the IRS, to the District Board of Trustees and the District President of the College.
4. Submit an annual budget to the District Board of Trustees.
5. Provide in its By-Laws that the President of the Financing Corporation shall be appointed by, and shall be responsible to, the District President of Edison State College.
6. Adopt and maintain an investment policy as approved by the District Board of Trustees.
7. Operate in accordance with Section 286.011, Florida Statutes (the Sunshine Law).



8. Operate in a manner consistent with the mission of Edison State College and the goals of the Florida College System institution and in the best interest of the state.

9. Not undertake any activity or enter into any transaction or contract that creates any liability for the College, without advance written approval by the President of College.

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Effective Date: 11/27/07; 02/18/09; 02/28/12; 06/26/12

General Operating Budget

	<u>FY2015 Budget</u>
<b><u>Revenue</u></b>	
Bandwidth Lease	311,880
Investment Income	75,000
High School Lease Revenue	250,000
<b>Total Revenue</b>	<b>636,880</b>
<b><u>Expenses</u></b>	
Operating Expenses	70,000
Insurance	200,000
Contract Services	83,200
<b>Total Expenses</b>	<b>353,200</b>
<b>Net Profit/(Loss)</b>	<b>283,680</b>

## Student Housing Budget

Total Beds			
1 Bed 1 Bath	1	(Residence Hall Director)	
2 Bed 2 Bath	84		
4 Bed 2 Bath	320		
<b>Total Beds</b>	<b>405</b>		
1 Bed 1 Bath/ not rentable	-1	reserved for Residence Hall Director	
2 Bed 2 Bath/ not rentable	-8	reserved for RA's	
2 Bed 2 Bath/ not rentable	-2	reserved for Coordinator	
4 Bed 2 Bath/ not rentable	-4	reserved for model	
<b>Total Not Rentable Beds</b>	<b>-15</b>		
1 Bed 1 Bath Available for Lease	0		
2 Bed 2 Bath Available for Lease	74		
4 Bed 2 Bath Available for Lease	316		
<b>Total Rentable Beds</b>	<b>390</b>		
FY15	12 Month	Semester	Lease Rates*
2 Bed 2 Bath	\$593	\$3,330	
4 Bed 2 Bath	\$535	\$3,000	
* Rates are per bed			

Projected Rentals	Occupancy Rate					
	80.00%		80.00%		20.00%	
	Fall Semester		Spring Semester		Summer	
	Beds	% Leased	Beds	% Leased	Beds	% Leased
2 Bed 2 Bath	59	70.5%	59	70.5%	15	17.6%
4 Bed 2 Bath	253	80.0%	253	80.0%	63	20.0%
<b>Total</b>	<b>312</b>	<b>80.0%</b>	<b>312</b>	<b>80.0%</b>	<b>78</b>	<b>20.0%</b>

Student Housing Budget

	<u>FY2015 Budget</u>
<b><u>Revenue</u></b>	
Rent Revenue	\$2,064,402
Resident Activity Fee	\$21,060
Application Fees	\$51,200
<b>Total Revenue</b>	<b>\$2,136,662</b>
<b><u>Expenses</u></b>	
Operating Expenses	\$244,272
Utilities	\$208,000
Contract Services	\$100,000
Reserves (Furniture/Carpet)	\$60,795
Resident Activities	\$21,060
<b>Total Expenses</b>	<b>\$634,127</b>
<b>Gross Profit/Loss (before debt service)</b>	<b>\$1,502,535</b>
<b><u>Debt Service</u></b>	
Interest	\$326,705
Principal	\$563,830
Swap Rate	\$612,000
<b>Total Debt Service Expenses</b>	<b>\$1,502,535</b>
<b>Net Profit/Loss</b>	<b>\$0</b>

- Rent revenue is based upon 80% occupancy for Fall & Spring and 20% occupancy for Summer

## Student Housing Fees

### Lease Rates (per person, per semester)

\$3,330.00	2 bed – 2 bath
\$3,000.00	4 bed – 2 bath

### Administrative/Other Fees

\$100.00	Application Fee (per academic year)
\$30.00	Resident Activity Fee
\$50.00	Room Change
\$150.00	Improper check-out
\$100.00	Late payment
\$25.00	Smoking violation
\$25.00	Room Lockout
\$25.00	Panic alarm – rear exterior door
\$50.00	Panic alarm – fire alarm pull
\$75.00	Panic alarm – fire alarm pull (2 <sup>nd</sup> offense)
\$50.00	Trash violation (1 <sup>st</sup> offense)
\$75.00	Trash violation (2 <sup>nd</sup> offense)
\$100.00	Trash violation (3 <sup>rd</sup> offense)

### Cleaning Fees

\$200.00	Deep clean entire unit
\$25.00	Clean one bedroom / one bath
\$35.00	Clean kitchen & common area
\$25.00	Clean carpet – cost per hour
\$25.00	Extra cleaning per hour (1/2 minimum)
\$50.00	Maintenance labor per hour (1 hour minimum)

### HVAC and Plumbing

\$75.00	Replace broken thermostat
\$90.00	Hourly cost for plumber to unclog drain due to improper use

**Bathroom Items**

\$55.00	Replace medicine cabinet
\$20.00	Replace shower rod
\$25.00	Replace shower head
\$200.00	Replace toilet
\$15.00	Replace toilet paper holder
\$15.00	Replace towel rack
\$20.00	Replace toilet seat
\$65.00	Replace toilet tank
\$10.00	Replace cover for light / fan fixture
\$60.00	Replace complete light and fan fixture
\$440.00	Replace vanity mirror

**Carpet & Floors**

\$50.00	Clean tile floors (strip and wax)
\$300.00	Replace bedroom carpet (single bedroom)
\$200.00	Replace living room carpet (single)
\$35.00	Shampoo bedroom carpet (single)
\$40.00	Shampoo living room carpet (single)
\$35.00	Replace cover base (5ft or less)
\$35.00	Replace cover base (5ft to 10ft)
TBD	Replace cover base (10ft or more) labor and materials

**Interior Doors**

\$50.00	Replace interior door
\$275.00	Replace bedroom door
\$65.00	Replace door handle - bedroom
\$65.00	Replace door handle - bathroom
\$10.00	Replace peephole
\$100.00	Louver in door (common area)

**Fire Equipment**

\$25.00	Replace smoke detector
\$50.00	Replace fire extinguisher
\$75.00	Re-charge fire extinguisher
\$135.00	Replace sprinkler head
\$50.00	Replace evacuation map/instructions

**Furniture**

\$75.00	Clean mattress
\$75.00	Clean sofa
\$50.00	Clean arm chair
\$80.00	Replace bed frame
\$75.00	Replace bed pegs
\$114.00	Replace desk chair
\$555.00	Replace front room chair
\$160.00	Replace desk/dresser top
\$3.00	Replace desk/dresser handle
\$10.00	Replace legs on sofa/armchairs (each)
\$115.00	Replace mattress
\$450.00	Replace sofa
\$30.00	Install mattress cover

**Lights**

\$7.50	Re-secure wall/ceiling light fixture
\$30.00	Replace wall/ceiling light fixture
\$10.00	Replace missing compact fluorescent bulb

**Kitchen Items/Appliances**

\$50.00	Clean marker off exterior of refrigerator
\$35.00	Replace dairy compartment cover in refrigerator
\$70.00	Replace garbage disposal
\$300.00	Replace kitchen counter (per section)
\$125.00	Replace microwave (counter top model)
\$20.00	Replace oven hood exhaust fan motor
\$5.00	Replace oven hood grate
\$316.00	Replace cook top
\$500.00	Replace refrigerator
\$50.00	Replace vegetable drawer in refrigerator
\$40.00	Replace refrigerator shelves
\$550.00	Replace washer /dryer

**Locks/Keys/Access Cards**

Replace locks & keys to be charged service call plus 1 hour min.  
and item being replaced.

\$69.00	Service call
\$89.00	Service call after 5:00 PM
\$99.00	Service call after 10:00 PM
\$230.00	Bedroom & bath door lock (replacement lock)

**Locks/Keys/Access Cards cont'd**

\$370.00	Suite entry door (replacement lock)
\$2.00	Bedroom door lock replacement key
\$6.00	Suite entry door replacement key
\$13.00	Rekey either bedroom or suite entry doors
\$40.00	Replace either bedroom or suite entry door cylinder
\$350.00	Door closure

**Windows/Blinds**

\$70.00	Replace blinds (per set)
\$10.00	Replace blind wand
\$170.00	Replace window sill

**Miscellaneous**

\$50.00	Remove items left in suite per hour (1 hour minimum)
\$3.00	Replace outlet cover
\$5.00	Replace switch cover
\$25.00	Removal of adhesive tape from walls and doors
\$50.00	Replace apartment number sign
\$25.00	Replace electrical outlet
\$25.00	Replace/repair internet outlet
\$25.00	Replace/repair phone outlet
\$450.00	Replace/repair Cisco wireless access point
\$70.00	Patch/paint (cost per labor hour plus materials)
\$30.00	Paint bedroom door
\$275.00	Paint walls & ceiling bedroom
\$75.00	Paint bathroom
\$100.00	Paint vanity rom (4 unit only)
\$150.00	Paint common areal walls & ceiling
\$27.50	Paint ceiling (touch-up)
\$30.00	Paint closet interior
\$25.00	Paint door frame
\$50.50	Paint front door (exterior)
\$35.00	Paint front door (interior)
\$50.00	Paint walls & ceiling bedroom
\$45.00	Patch and paint small hole
\$65.00	Patch and paint medium hole
\$85.00	Patch and paint large hole
\$27.50	Remove nails, patch holes (small area)
\$27.50	Wall touch up paint (light)

\*In the event of excess damages additional fees may be incurred



Investment Strategy Statement  
For  
Edison State College Financing Corporation  
January 8, 2013

Introduction/Investment Objectives:

The Edison State College Financing Corp. (ESCFC) is a direct support organization designed for the advancement of Edison State College. The investment objectives for the management of the ESCFC funds are preservation of capital, liquidity and income in that order of priority. The funds are to be used to support the objectives of the ESCFC and to achieve growth of principal through income over time, while mitigating risks.

Duties and Responsibilities:

The ESCFC is responsible for managing the investment process in a prudent manner while preserving principal and providing reasonable returns. The ESCFC has retained FineMark National Bank & Trust (FineMark) as an investment advisor and allows for the provision of a sub-advisor to be selected by FineMark to assist in managing the Fund. The investment advisor's role is to provide guidance to the ESCFC on matters pertaining to the Fund, including changes to the investment objective, investment selection, monitoring the Fund's performance and assuring compliance with the approved investment objective. The investment advisor, in carrying out the investment objective, holds the responsibility for and authority to select appropriate investments as stipulated by the ESCFC.

Investment Strategy:

1. ESCFC objectives suggest an investment strategy of an intermediate taxable fixed income portfolio. The intermediate taxable fixed income portfolio will have a duration range of 2 to 3 years determined first by the liquidity requirements of ESCFC and then by yields available in the market. A maximum, final maturity for any single issue will be 3 1/2 years (with the exception of agency mortgage-backed securities, which may have longer final maturities, but must have average lives of less than 3 1/2 years at purchase).

ii. Sector Allocation:

Investments will be limited to U.S. Treasuries, Government agency debt (including Agency mortgage-backed securities), taxable municipal bonds, and corporate bonds with the following portfolio limitations:

- Maximum allocation to taxable municipal bonds shall be 25%.
- Maximum allocation to corporate bonds shall be 25%.
- The minimum allocation to Government agency and agency mortgage-backed securities shall be 50%, with the additional provision that the maximum allocation to agency mortgage-backed securities shall be 20%.

111. Credit Quality:

All corporate bond investments will be A rated or better with the further provision that no purchases will be made if a bond is rated below A by any of the three ratings agencies. All taxable municipal bond investments will be AA rated or better with the further provision that no purchases will be made if a bond is rated below AA by any of the three ratings agencies. If a bond should fall below A, in the case of corporate bonds, or AA in the case of taxable municipal bonds, by any of the three rating services after purchase, FineMark and its sub-advisors must present a recommendation to the Treasurer of ESCFC to either hold or sell this security based upon their independent research while maintaining an overall average credit quality for the portfolio of AA or better. As it relates to the above statement, it is understood that all three major rating agencies may not rate a particular issuer.

1v. Liquidity:

ESCFC requires that all assets be invested in liquid securities, defined as securities that can be sold quickly and efficiently for cash, and will settle within three business days.

Reporting/Meetings:

Custodial reports are produced monthly (by FineMark) which will show all investments within the portfolio. A comprehensive portfolio report will be sent following each quarter-end by the sub-advisor (Wasmer, Schroeder & Company). FineMark recommends a minimum of quarterly meeting to review the overall strategy with ESCFC.

Approved:

Edison State College Financing Corp.

By: John G. Noleo

Date: 1/8/13

#7

Edison State College Financing Corporation  
Schedule of Meetings  
(Quarterly 3rd Tuesday of the month at 4:00 p.m.)  
Lee Campus, Robinson Hall, Room 1-228 (Board Conference Room)  
April 1, 2014 - March 31, 2015

May 20, 2014

July 15, 2014

October 21, 2014

January 20, 2015

March 17, 2015