

Agenda

**Florida SouthWestern State College Financing Corporation (the “Corporation”)
Thomas Edison Campus – President’s Conference Room 1-225
March 17, 2016
4:00 p.m.**

I. Public Comment

II. Vote to Take Action On:

1. Approval of the Minutes from the January 19, 2016 meeting. Presenter: John Noland (Page 1)
2. Approval of the General Operating Budget and Housing Budget for Fiscal Year 2016-2017. Presenter: Gina Doeble (Page 4)
3. Approval of the proposed Personal Services Agreement with Florida SouthWestern State College for Financial, Accounting and Legal Services. Presenter: Gina Doeble (Pages 19)
4. Approval of the proposed Personal Services Agreement with Florida SouthWestern State College for Public Safety Technician Services, Maintenance Technical Services, and Student Life & Programing Services. . Presenter: Gina Doeble (Pages 28)
5. Approval of the Master Lease Agreement for the Charter High Schools on the Lee and Charlotte County Campuses. Presenter: Mark Lupe (Page 34)
6. Approval of the meeting schedule for FY 2016-2017. Presenter: Mark Lupe (Page 44)

III. Information Only

7. Lighthouse Commons resident breakdown. Presenter: Gina Doeble (Page 46)

III. Discussion

Board Members’ Comments

President’s Comments

Adjournment

Minutes

Florida SouthWestern State College Financing Corporation
Thomas Edison Campus – President's Conference Room, I-225
January 19, 2016
4:00 p.m.

The Florida SouthWestern State College Financing Corporation met in Lee County, Florida, on January 19, 2016. John Noland, Chair called the meeting to order at 4:02 p.m.

Members Present: John Noland, Chair
Eddie Webb, III, Vice Chair
David Hall, Secretary
Mary Lee Mann
Randall Parrish, Jr., OD
Jeffery Allbritten, DA, Corporation President
Gina Doeble, Treasurer

Others Present: Mark Lupe, General Counsel
Debbie Kivel, DSO Finance
Robert Jones
Kathleen Porter
Valerie Miller, Recorder

Public Comment: None

Vote to Take Action On:

Agenda Item #1—Approval of Minutes Regular Meeting July 21, 2015 - Presenter: John Noland

MOTION by Mr. Hall; to accept the minutes of the regular meeting on July 31, 2015; seconded by Mrs. Mann. Approved unanimously.

Agenda Item #2— Approval of Resolution of the Board of Directors of the Florida SouthWestern State College Financing Corporation Declaring Support of Certain Capital Improvements. Presenter: Dr. Jeffery Allbritten

MOTION by Mrs. Mann to approve the Resolution of the Board of Directors of Florida SouthWestern State College Financing Corporation to support exterior capital improvements of up to two million dollars at the Suncoast Arena; seconded by Mr. Hall. Approved unanimously.

The Board would like Dr. Doeble to calculate if we extended the line of credit one year, left the pool inside the Financing Corporation, would we be able to fund the pool project, and report back at the March 22, 2016 meeting.

Information Only:

Florida SouthWestern State College Financing Corporation's 1st Quarter Financial Statements.

Mrs. Kivel presented the Florida SouthWestern State College Financing Corporation 3rd Quarter Financial Statements and Investment Report for informational only.

Florida SouthWestern State College Financing Corporation's Interest Rate Swap Agreement. Presenter: Debbie Kivel

Mrs. Kivel presented the Florida SouthWestern State College Financing Corporation's Interest Rate Swap Agreement for informational only.

President Allbritten's Comments

- Announced the retirement of Dr. Pat Land on February 1, 2016.
- Dr. Denis Wright will become the new Charlotte Campus President/Regional Vice President, Economic and Community Development. He had been a President at the Florida State College at Jacksonville, so he was a good fit as we work towards our partnership with the Western Michigan University program.
- Western Michigan University will be visiting the College in April 2016 to discuss possible housing options and to discuss another partnership by bringing a Physician Assistant program to the College.
- Dr. Jeff Stewart will become the Interim Provost for approximately a year to eighteen months.
- Patrick Leahy was hired by PFM to support the management the Arena. He will be introduced at the Board Meeting on January 26, 2016. He has been invaluable with his knowledge about Arena management.
- Met with Coca-Cola to discuss some partnerships with the Arena. One of their executives made a personal donation to the Arena.

Adjournment – The meeting was adjourned at 5:12 p.m.


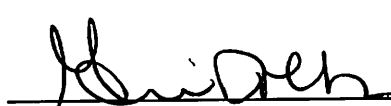
Dr. Jeffery S. Allbritten
Corporate President
Board of Directors

David Hall, Secretary
Board of Directors

Date

Date

REMOVED

EDISON STATE COLLEGE FINANCING CORPORATION Agenda Item Summary	
Meeting Date: 3/17/2016	
1. Action Requested/Purpose: Adoption of the 2016 – 2017 Budget	
2. Fiscal Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Funding Source: Amount: \$	
4. Administration Recommendation:	
5. Agenda Item Type: <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	8. Requirement/Purpose (Include Citation) <input checked="" type="checkbox"/> Statute 1004.70 <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
9. Background Information: The attached budget of the Financing Corporation includes the General Operating Budget and Housing Budget for the period April 1, 2016 – March 31, 2017. It is recommended that the Board approve the attached budget for the Fiscal Year 2017. Attachment	
Requested By:	 _____ Corporation Treasurer
Funding Verified by:	 _____
Approved For Agenda by:	_____ Corporation President

FLORIDA
SOUTHWESTERN
STATE COLLEGE

FINANCING CORPORATION

2016-2017 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.

Mary Lee Mann

**District Board of Trustee Policy
(BOT)**



Policy Title: Florida SouthWestern State College Financing Corporation

Policy Number: 6Hx6:1.05

Specific Authority:

Florida Statute 1001.64; 1004.70
Florida Administrative Code

Policy Approved: 11/27/07; 02/18/09; 02/28/12; 11/18/14

Policy:

Pursuant to Section 1004.70, FS, the Florida SouthWestern State College District Board of Trustees has certified Florida SouthWestern 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) any other proper activity of Florida SouthWestern State College.

The 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, FS, 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 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 President of Florida SouthWestern 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 Florida SouthWestern 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.

General Operating Budget

	FY2017 Budget	FY2016 Budget	Net Change	% Change
<u>Revenue</u>				
Bandwidth Lease	311,880	311,880	0	0%
Investment Income	75,000	75,000	0	0%
High School Lease Revenue	250,000	250,000	0	0%
Fund Balance	673,520	57,670	615,850	100%
Total Revenue	1,310,400	694,550	615,850	89%
<u>Expenses</u>				
Operating Expenses	30,000	30,000	-	0%
Insurance	105,000	200,000	(95,000)	-48%
Contract Services	64,900	77,050	(12,150)	-16%
LOC - Interest Expense	10,500	-	10,500	100%
Contingency	50,000	-	50,000	100%
Transfer to College	450,000	200,000	250,000	100%
Total Expenses	710,400	507,050	- 203,350	40%
<u>Capital Expenses</u>				
Pool Construction	600,000	187,500	412,500	220%
Total Capital Expenses	600,000	187,500	- 412,500	220%
Total Expenses	1,310,400	694,550	- 615,850	89%
Net Profit/(Loss)	-	-	-	-

Student Housing Budget

Total Beds			
	1 Bed 1 Bath	1	Residence Hall Director
	2 Bed 2 Bath	84	
	4 Bed 2 Bath	320	
	Total Beds	405	
	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
	Total Non-rentable Beds	-11	
	1 Bed 1 Bath Available for Lease	0	
	2 Bed 2 Bath Available for Lease	74	
	4 Bed 2 Bath Available for Lease	320	
	Total Rentable Beds	394	
Lease Rates	FY15	12 Month	Semester
	2 Bed 2 Bath	\$593	\$3,330
	4 Bed 2 Bath	\$535	\$3,000
* Rates are per bed			

		<i>Occupancy Rate</i>					
		95.00%		90.00%		20.00%	
Projected Rentals		Fall Semester		Spring Semester		Summer	
		Beds	% Leased	Beds	% Leased	Beds	% Leased
2 Bed 2 Bath		70	70.5%	67	70.5%	15	17.6%
4 Bed 2 Bath		304	80.0%	288	80.0%	64	20.0%
Total		374	80.0%	355	80.0%	79	20.0%

Student Housing Budget

	FY16-17	FY15-16	Difference	% Change
<u>Revenue</u>				
Rent Revenue	2,376,980	2,376,980	-	0%
Resident Activity Fee	32,308	24,231	8,077	33%
Cancellation Fees	16,000	16,000	-	0%
Application Fees	25,600	25,600	-	0%
Miscellaneous Revenue	65,000	-	65,000	100%
Fund Balance - Resident Activity	25,000	-	25,000	100%
Total Revenue	2,540,888	2,442,811	98,077	4%
<u>Expenses</u>				
Operating Expenses	301,600	279,000	22,600	8%
Utilities	196,000	196,000	-	0%
Contract Services	103,000	203,000	(100,000)	-49%
Reserves - Furniture/Carpet	337,440	195,162	142,278	73%
Contingency	40,000	40,000	-	0%
Resident Activities	52,308	24,231	28,077	116%
Total Expenses	1,030,348	937,393	92,955	10%
<u>Debt Service</u>				
Interest	321,044	305,482	15,562	5%
Principal	612,539	587,936	24,603	4%
Swap Rate	576,957	612,000	(35,043)	-6%
Total Debt Service Expenses	1,510,540	1,505,418	5,122	0%
Total Operating & Debt Service Expenses	2,540,888	2,442,811	98,077	4%

* Rent revenue is based upon 95% Fall occupancy, 90% Spring occupancy and 20% Summer occupancy

2016-2017 Student Housing Fees

Room Rates (per person, per semester)

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

Administrative/Other Fees

\$ 50.00	Non-Refundable Application Fee (per academic year)
\$200.00 *	Non-Refundable Housing Deposit (per academic year)
\$ 40.00 *	Resident Activity Fee (per semester)
\$500.00	Contract Cancellation Fee for Spring Term (if received by November 18, 2015)
50% of Housing Room Rates	Contract Cancellation Fee for Spring Term (if received AFTER November 18,2015)
\$ 50.00 *	Unapproved Room Change
\$100.00	Improper/Late Checkout Fee (semester end)
\$ 25.00 *	Non Returned Cart Fee (per day)
\$100.00	Late Payment
\$ 25.00	Room Lockout (per occurrence after initial grace lockout)
\$ 25.00	Panic Alarm – Rear Exterior Door
\$ 50.00	Panic Alarm – Fire Pull
\$ 75.00	Panic Alarm – Fire Pull (2 nd Offense)
\$ 50.00	Trash Violation (1 st Offense)
\$ 75.00	Trash Violation (2 nd Offense)
\$100.00	Trash Violation (3 rd Offense)

Cleaning Fees

\$250.00 *	Deep Clean Entire Unit
\$ 25.00	Clean One Bedroom/One Bath
\$ 50.00 *	Deep Clean One Bedroom/One Bath
\$ 35.00	Clean Kitchen & Common Area
\$ 25.00	Clean Carpet – Cost is PER HOUR
\$ 50.00	Maintenance Labor PER HOUR (1 hour minimum)
\$1,580.58	2 bedroom suite, Bio-Hazard/Deep Clean Entire Unit
\$2,146.95	4 bedroom suite, Bio-Hazard/Deep Clean Entire Unit

HVAC and Plumbing

\$ 75.00	Replace Broken Thermostat
PER ACTUAL COST	Hourly cost plumber to unclog drain due to improper use

Bathroom Items

\$ 20.00	Replace Shower Rod
\$ 25.00	Replace Shower Head
\$250.00 *	Replace Toilet
\$ 15.00	Replace Toilet Paper Holder
\$ 15.00	Replace Towel Rack

Bathroom Items, cont.

\$ 20.00	Replace Toilet Seat
\$ 65.00	Replace Toilet Tank
\$ 15.00 *	Replace Cover for Light/Fan Fixture
\$100.00 *	Replace Complete Light and Fan Fixture
\$440.00	Replace Vanity Mirror

Carpet & Floors

\$ 75.00 *	Clean Tile Floors (strip and wax)
\$300.00	Replace Bedroom Carpet (single Bedroom)
\$200.00	Replace Living Room Carpet (single)
\$ 50.00 *	Shampoo Bedroom Carpet (single)
\$ 80.00 *	Shampoo Living Room Carpet (single)
\$ 35.00	Replace Cover Base (5 ft. or less)
\$ 35.00	Replace Cover Base (10 ft. or more)
PER ACTUAL COST	Replace Cover Base (10 ft. or more labor and materials)

Interior Doors

\$100.00 *	Replace Interior Door (non-bedroom)
\$275.00	Replace Bedroom Door
\$ 65.00	Replace Door Handle – Bedroom
\$ 65.00	Replace Door Handle – Bathroom
\$ 10.00	Replace Peephole
\$100.00	Replace Louvre Door
\$275.00	Replace Suite Door

Fire Equipment

\$ 25.00	Replace Smoke Detector
\$ 65.00	Replace Fire Extinguisher
\$ 75.00	Re-Charge Fire Extinguisher
\$ 50.00	Replace Sprinkler Head
\$ 50.00	Replace Evacuation Map/Instructions

Furniture

\$ 75.00	Clean Sofa
\$ 50.00	Clean Arm Chair
\$ 80.00	Replace Bed Frame
\$ 75.00	Replace Bed Pegs
\$175.00 *	Replace Desk Chair
\$400.00 *	Replace Desk
\$250.00 *	Replace Dresser
\$ 3.00	Replace Desk/Dresser Handle
\$ 10.00	Replace Legs on Sofa/Armchairs (each)
\$ 50.00 *	Replace Mattress Cover
\$140.00 *	Replace Mattress
\$475.00 *	Replace Single Cushion Arm Chair
\$600.00 *	Replace Sofa

Lights

\$ 10.00 *	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
\$ 85.00 *	Replace Garbage Disposal
\$300.00	Replace Kitchen Counter (per section)
\$125.00	Replace Microwave (counter top model)
\$ 30.00 *	Replace Oven Hood Exhaust Fan Motor
\$ 5.00	Replace Over Hood Gate
\$625.00 *	Replace Refrigerator
\$ 50.00	Replace Vegetable Drawer in Refrigerator
\$1,000.00 *	Replace Washer/Dryer

Locks/Keys/Access Cards

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

\$ 75.00 *	Service Call
\$ 89.00	Service Call after 5:00PM
\$ 99.00	Service Call after 10:00PM
\$275.00 *	Bedroom & Bath Door Lock (Replacement Lock)
\$425.00 *	Suite Entry Door (Replacement Lock)
\$ 10.00 *	Bedroom Door Lock Replacement Key
\$ 10.00 *	Mailbox Replacement Key
\$ 20.00 *	Re-Key either Bedroom or Suite Door Cylinders
\$ 40.00	Replace either Bedroom or Suite Entry Door Cylinder
\$400.00 *	Door Closure

Windows/Blinds

\$ 70.00	Replace Blinds (per set)
\$ 10.00	Replace Blind Wand
\$170.00	Replace Window Sill

Miscellaneous

\$ 75.00 *	Remove Personal Items Left in Bedroom/Bathroom/Kitchen/Common Areas
\$ 5.00 *	Replace Outlet Cover
\$ 5.00	Replace Switch Cover
\$ 35.00 *	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

Miscellaneous Items, cont.

PER ACTUAL COST

\$ 50.00 *

\$275.00

\$ 75.00

\$100.00

\$150.00

\$ 50.00 *

\$ 30.00

\$ 25.00

\$ 50.00 *

\$ 35.00

\$ 45.00

\$ 75.00 *

\$100.00*

\$ 25.00 *

\$ 25.00 *

Patch/Paint (cost per labor hour plus materials)

Paint Bedroom Door

Paint Walls & Ceiling Bedroom

Paint Bathroom

Paint Vanity Room (4 bedroom only)

Paint Common Area Walls & Ceiling

Paint Ceiling (touch-up)

Paint Closet Interior

Paint Door Frame

Paint Front Door (exterior)

Paint Front Door (interior)

Patch & Paint Small Hole

Patch & Paint Medium Hole

Patch & Paint Large Hole

Remove Nails, Patch Holes (Small Area)

Wall Touch Up Paint (light)

* Denotes new fee or change in fees

** In the event of excess damages, additional fees may be incurred based on actual costs

**Investment Strategy Statement
For
Florida SouthWestern State College Financing Corp**

December 15, 2014

Introduction/Investment Objective:

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

Duties and Responsibilities:

The FSWFC is responsible for managing the investment process in a prudent manner while preserving principal and providing reasonable returns. The FSWFC 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 FSWFC 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 FSWFC.

Investment Strategy (see attached presentation):

i. FSWFC objectives suggest an investment strategy of an intermediate taxable fixed income portfolio. The intermediate taxable fixed income portfolio will have a duration of 1.5 to 3 years. A maximum, final maturity for any single issue will be 3.5 years (with the exception of agency mortgage-backed securities, which may have longer final maturities, but must have average lives of less than 3.5 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%.

iii. 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 rating 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 shall fall below A, in the case of corporate bonds, or AA in the case of taxable municipal bonds, by any of the three ratings services after purchase, FineMark and its sub-advisors must present a recommendation to the Treasurer of FSWFC 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 ratings agencies may not rate a particular issuers.

iv. Liquidity:

FSWFC 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:

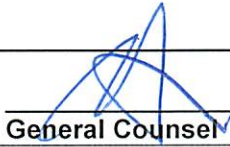
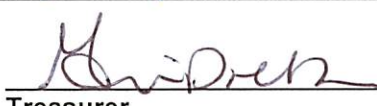
Custodial reports are produced monthly (by FineMark) which will show all investments within the portfolio. A comprehensive portfolio report will be sent following each quarter-end by the sub-advisor (Wasmer, Schroeder & Company). FineMark recommends a minimum of a quarterly meeting to review the overall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

Approved:

Florida SouthWestern State College Financing Corp.

By: John A. DeLad

Date: 1/20/15

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION Agenda Item Summary Meeting Date: 3.17.16	
1. Action Requested/Purpose: Approval of the Renewal of the Personal Services Agreement for Financial, Accounting Services, and Legal Services for Fiscal Year 2016-2017	
2. Fiscal Impact <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Funding Source: General Operating Amount: \$ 40,000	
4. Administration Recommendation: Approval of the Personal Services Agreement Fiscal Year 2016-2017	
5. Agenda Item Type: <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	8. Requirement/Purpose (Include Citation) <input checked="" type="checkbox"/> Statute F.S. 1004.70 <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
9. Background Information: 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. This represents no change over last year's budget.	
Requested By	 _____ General Counsel
Funding Verified	 _____ Treasurer
Approved For Agenda	_____ Corporation President

PERSONAL SERVICES AGREEMENT

This Personal Services Agreement (this "Agreement") is effective the 1st day of April 2016 by and between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, the **FLORIDA SOUTHWESTERN 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 (Florida SouthWestern 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. Conduct regular foot and vehicle patrols for assigned area(s). Observe surroundings through these patrols and takes appropriate measures to eliminate security and safety concerns.
 - ii. Respond to complaints and disturbances; takes initial reports; provides support in conducting investigations.
 - iii. Facilitate the orderly flow of traffic; monitors parking lots; investigates accidents; issues parking citations.
 - iv. Maintain 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. Assist other law enforcement agencies, fire department and emergency medical technicians.

- vi. Alert 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. Maintain building interior and exterior including interior custodial services.
- b. Inspect and maintains pumps.
- c. Inspect and maintains all building HVAC equipment.
- d. Perform all building preventive maintenance to systems and interior of buildings and units.
- e. Assist with installation of all mechanical systems.
- f. Repair all doors and windows as needed.
- g. Install and maintains all drywall and wall finishes.
- h. Install and maintains all flooring and patches and paints as needed.
- i. Install and maintains appliances i.e. microwaves, refrigerators, ice-makers, washer and dryers and cook stoves.
- j. Repair all furniture as needed.
- k. Operate and maintains all equipment in the maintenance of the infrastructure.
- l. Assist with deliveries and oversees the activities of all outside contractors.
- m. Operate and maintains the energy-management system to the building tied to temperature control and lighting.
- n. Assist all utility companies in the reading and collection of meters.
- o. Complete and follows all work orders from manager and residence staff.
- p. Assist residents as needed with moving and setting up furniture in assigned units.
- q. Maintain all equipment and tools assigned to housing.
- r. Maintain outside lighting systems, chillers, storage pods, and assist grounds personnel as needed.
- s. Complete 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. Provide 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. Maintain 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 equal quarterly billings.

ARTICLE 2
TERM

2.1. Term. The Term of this Agreement shall commence as of April 1, 2016, and shall expire on March 31, 2017.

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, shall name both the College and the Financing Corporation as additional insured. Property insurance will be provided through the Florida College System Risk Management Consortium ("FCSRMC") and the Financing Corporation agrees that it will reimburse the College for its portion of the premium expense attributable to the inclusion of the Facilities in the value of all College property being insured through the FCSRMC.

**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 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
FLORIDA SOUTHWESTERN STATE COLLEGE**

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

**FLORIDA SOUTHWESTERN STATE COLLEGE
FINANCING CORPORATION**

By: _____
Jeffery S. Allbritten, D.A.
President

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION Agenda Item Summary Meeting Date: 3.17.16	
<p>1. Action Requested/Purpose: Approval of the Renewal of the Personal Services Agreement for Public Safety Technician Services, Maintenance Technicians Services, and Student Life & Programing Services for Fiscal Year 2016-2017</p>	
<p>2. Fiscal Impact <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>3. Funding Source: Housing Revenue Amount: \$ 100,000.00</p>	
<p>4. Administration Recommendation:</p> <p>Approval of the Personal Services Agreement for Student Housing related services for Fiscal Year 2016-2017</p>	
<p>5. Agenda Item Type:</p> <p><input checked="" type="checkbox"/> Action Item</p> <p><input type="checkbox"/> Consent Agenda</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Board Requested Information/Report</p>	<p>8. Requirement/Purpose (Include Citation)</p> <p><input checked="" type="checkbox"/> Statute F.S. 1004.70</p> <p><input type="checkbox"/> Administrative Code</p> <p><input type="checkbox"/> Other</p>
<p>9. Background Information:</p> <p>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 a decrease of \$100,000.00 over last year's contract amount.</p>	
<p>Requested By</p>	 _____ General Counsel
<p>Funding Verified</p>	 _____ Treasurer
<p>Approved For Agenda</p>	_____ Corporation President

PERSONAL SERVICES AGREEMENT FOR FINANCIAL, ACCOUNTING AND LEGAL SERVICES

This Master Services Agreement (this "Agreement") is effective April 1, 2016 by and between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, and the **FLORIDA SOUTHWESTERN 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; and (iv) any other activity of Florida SouthWestern 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 7. 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, 2016, (the "Effective Date") and shall expire on March 31, 2017.

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.

**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, 2017.

**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, 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.

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION Agenda Item Summary Meeting Date: 3.17.16	
<p>1. Action Requested/Purpose: Approval of the Renewal of the Master Lease Agreement for the Charter High Schools on the Lee and Charlotte County Campuses through the year 2020 and authorizing the Chair of the Board of Directors to execute the lease on behalf of the Florida SouthWestern State College Financing Corporation.</p>	
<p>2. Fiscal Impact <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>3. Funding Source: _____ Amount: _____</p>	
<p>4. Administration Recommendation:</p> <p>Approval of the Master Lease Agreement for the Charter High Schools on the Lee and Charlotte County Campuses.</p>	
<p>5. Agenda Item Type:</p> <p><input checked="" type="checkbox"/> Action Item</p> <p><input type="checkbox"/> Consent Agenda</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Board Requested Information/Report</p>	<p>8. Requirement/Purpose (Include Citation)</p> <p><input checked="" type="checkbox"/> Statute F.S. 1004.70</p> <p><input type="checkbox"/> Administrative Code</p> <p><input type="checkbox"/> Other</p>
<p>9. Background Information:</p> <p>The proposed Master Lease Agreement is for the lease of Building "T" on the Lee Campus and Building "K" on the Charlotte Campus for Florida SouthWestern State College Collegiate High Schools. The Financing Corporation will lease the facilities back to the College on an annual basis. The annual lease payments to the Financing Corporation will be paid by the College through the Charter School Capital Outlay program.</p>	
<p>Requested By</p>	<p>_____</p> <p style="text-align: center;">General Counsel</p>
<p>Funding Verified</p>	<p>_____</p> <p style="text-align: center;">Treasurer</p>
<p>Approved For Agenda</p>	<p>_____</p> <p style="text-align: center;">Corporation President</p>

MASTER CHARTER SCHOOL LEASE AGREEMENT

THIS MASTER CHARTER SCHOOL LEASE AGREEMENT (herein called the "Master Charter School Lease") is effective as of the 1st day of July, 2015, by and between **THE DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Board" or "Lessor") and **FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION**, a Florida not for profit corporation having its principal place of business at 8099 College Parkway, Fort Myers, Florida 33919 (the "Financing Corporation" or "Lessee").

WHEREAS, the Board has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Board has determined that it is in the best interests of the College to enter into this Lease Agreement; and

WHEREAS, the Board, as lessor, will lease the Leased Premises (defined below) to the Financing Corporation, as lessee, for use by the by the Lessee pursuant to the terms hereof; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Master Charter School Lease:

Section 1. Leased Premises. Lessor hereby leases to Lessee that certain education facilities located in Lee County, Florida and Charlotte County, Florida all as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the same constituting the "Initial Leased Premises").

Section 2. Termination. With respect to the Initial Leased Premises, this Master Charter School Lease shall terminate on June 30, 2020.

Section 3. Use of Leased Premises.

(a) Use of Leased Premises. The Leased Premises shall be used by Lessee solely for the support of Florida SouthWestern State College through the provision of Educational Facilities, as that term is defined in Section 1.2(35)(d) of the State Requirements for Educational Facilities ("SREF"). Such facilities have been constructed, renovated and remodeled in accordance with SREF and shall be maintained in strict compliance with SREF for the duration of this lease. The facilities may be used both for use both as Florida SouthWestern Collegiate High School classroom space and for use as classroom space for students college level course.

(b) Compliance with Rules and Regulations. Lessee shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare or relating to Lessee's construction activities in, and use of, the Leased Premises during construction of all improvements to the Leased Premises and until the issuance of a final certificate of occupancy with respect thereto.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties that no part of the Leased Premises may be used for the operation of any commercial activities whatsoever, provided that concessions, franchises, coin operated equipment and machines of a similar nature such as food, beverage or other vending machines installed and maintained for the convenience of users of the Educational Facilities shall not be considered commercial activities for purposes of this section.

Section 4. Rental. During the term of this Master Charter School Lease, as provided in Section 2 hereof rent shall be payable by Lessee to Lessor at the rate of One Dollar (\$1.00) per year.

Section 5. Surrender of Leased Premises.

(a) Surrender of Leased Premises. Lessee shall, on or before the last day of the term hereof or upon the sooner termination hereof for any cause set forth herein, peaceably and quietly surrender to Lessor the Leased Premises together with all Improvements thereon and all furniture, furnishings, and equipment located in or upon the Leased Premises, free and clear of any liens and encumbrances.

(b) Abandonment. Any personal property of Lessee or any sublessee or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Master Charter School Lease and for thirty (30) days after request by Lessor for removal, shall, at the option of Lessor, be deemed to have been abandoned and may be retained by Lessor as its property or be disposed of without accountability, in such manner as Lessor may see fit.

Section 6. Lessor's Interest Not Subject to Certain Liens.

(a) It is mutually intended, stipulated and agreed that neither the Lessor's fee simple interest in the Leased Premises shall be subjected to liens of any nature arising by reason of Lessee's construction of improvements upon the Leased Premises or by reason of any other act or omission of Lessee or any person claiming under, by or through Lessee, including, but not limited to, construction liens. All persons dealing with Lessee are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Lessee and are constructed for Lessee's use and benefit, and that they should not look to Lessor or to Lessor's credit or assets for payment or satisfaction of any obligations incurred therefor. Lessee has no power, right or authority to subject Lessor's fee simple interest in the Leased Premises to any construction lien or claim of lien. Further, nothing herein shall diminish Lessor's rights to freely enjoy full use and access to portions of the Leased Premises not constituting a portion of the Capital Project Facilities System.

(b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or a Capital Projects resulting from or arising out of any act or omission of Lessee or any person claiming under, by or through Lessee, Lessee shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and a Capital Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Lessee shall thereupon furnish Lessor with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Lee County, Florida.

(c) Should Lessee desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Lessee from doing so, provided that Lessee shall have first posted

an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Capital Project from such lien. If judgment is obtained by the claimant of any lien, Lessee agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Lessee shall, at its own expense, defend the interests of Lessee and Lessor in any and all such suits. Lessor may, at its own expense, engage its own counsel and assert its own defenses, in which event Lessee agrees to cooperate with Lessor and make available to Lessor all information and data deemed by Lessor to be necessary or desirable for such defense.

Section 7. Insurance.

(1) Insurance Coverage. Lessor shall obtain and maintain, at Lessee's expense, such insurance coverages and limits as agreed to in writing by both Lessor and Lessee.

(2) Lessor's Rights: Use of Proceeds. Any proceeds if, as and when collected, shall be applied to the payment of any and all liabilities, losses and damages for which disbursement is made and for no other purpose.

In the event that Lessee shall at any time fail, refuse or neglect to pay for any insurance required hereunder, Lessor may, at its sole option, after reasonable notice to Lessee, pay for such insurance and Lessee, to the extent permitted by law, shall pay Lessor upon demand for the cost thereof plus ten percent (10%) thereof for administrative overhead.

(3) Waiver of Rights of Subrogation. Lessor shall procure from each of the insurers under any and all policies of insurance set forth above, a waiver, in writing, at the time each such insurance policy is procured or renewed, of all rights of subrogation which each such insurer might otherwise have, if at all, against Lessor.

Section 8. Condition of Leased Premises.

(a) Lessee agrees to accept the Leased Premises in their presently existing condition, "as is".

(b) Lessor agrees to grant such utility companies rights of access over, under and across the remaining property of Lessor as shall be necessary and convenient for the efficient operation of any of the Lessor's facilities, and which do not materially impair the present and future uses of the remaining property of Lessor. Any construction or extension of facilities shall be subject to prior written approval of Lessor, and shall be made without cost to Lessor.

(c) Lessee shall at all times prevent entrance of objectionable quantities of deleterious wastes into Lessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

Section 9. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Master Charter School Lease shall be, or be construed

to be, a pledge of the credit of the State of Florida, The District Board of Trustees of Florida SouthWestern State College, or any agency, department or board thereof.

Section 10. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Lessee shall not have the right to assign this Master Charter School Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises, without the prior written consent of Lessor. Except as expressly permitted herein, any purported assignment, partial assignment or sublease without Lessor's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this Master Charter School Lease.

(b) It is expressly understood and agreed that any such assignment, sublease, sale or Charter School transfer shall not relieve Lessee of any of its responsibilities and obligations under this Master Charter School Lease and that any and all assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Master Charter School Lease except that Lessee shall be relieved from any and all obligations hereunder if Lessee shall sell or assign all of its interest in the Leased Premises, the Existing Improvements and the Capital Projects with Lessor's prior written consent.

Section 11. Utility Easements. Lessor reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Premises; provided, however, that such grant is not detrimental to the use or operation of a Capital Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Lessee.

Section 12. Taxes and Fees.

(a) Lessee agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises.

(b) It is understood that Lessor is exempt from ad valorem taxation with respect to its facilities that are used for public purposes. However, should the Leased Premises or any interest therein or improvement thereon ever become subject to any taxes of any kind Lessee agrees to pay any and all such lawful taxes, assessments or charges which at any time maybe levied by any federal, state, county, city, or any tax or assessment levying body upon the Leased Premises, or any interest in this Master Charter School Lease, or any possessory right which Lessor may have in or to the Leased Premises or the improvements (including a Capital Project) thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Lessor may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Lessor's attorney, subject any part of the Leased Premises, a Capital Project or the Existing Improvements to forfeiture or loss, in which event such taxes, assessments or charges shall be paid promptly. Lessee shall, upon request by Lessor, assist and cooperate with Lessor in any such proceedings and Lessee shall incur any costs or expenses in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Lessee from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 13. Default by Lessee.

(a) Each of the following events shall be deemed a default by Lessee hereunder and a breach of this Master Charter School Lease:

1. If Lessee shall fail to pay, when due, any rent or portion thereof, or any other sum which Lessee is obligated to pay under the terms of this Master Charter School Lease, and such sums remain unpaid for a period of thirty (30) days after receipt of written notice by Lessee from Lessor,
2. If Lessee shall attempt to assign this Master Charter School Lease, or any portion thereof: or to sublease any portion of the Leased Premises in violation of Section 11 hereof;
3. If Lessee shall use the Leased Premises for any purposes not expressly permitted by this Master Charter School Lease, and such use shall continue for a period of fifteen (15) days after Lessor shall have given written notice to Lessee to desist from such use;
4. If Lessee shall abandon the Leased Premises;
5. If Lessee shall attempt to place a mortgage on the Leased Premises or any part thereof, or on this Master Charter School Lease or on any rights Lessee may have under this Master Lease in violation of the provisions of this Master Charter School Lease; and
6. If Lessee shall otherwise fail to comply with any other covenant or condition of this Master Charter School Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Lessee from Lessor.

(b) In the event that any of the items of default set forth in subparagraphs (a)3 or (a)6 above, is of such nature that it cannot be remedied within the time limits therein set forth, then Lessee shall have such additional time as is reasonably necessary to cure such default, provided Lessee commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

Section 14. Remedies of Lessor.

(a) Upon the occurrence of any event of default, Lessor may then terminate this Master Lease by written notice to Lessee and reenter upon and take possession of the Leased Premises and any improvements constructed thereon including Capital Projects. In the event Lessor elects to avail itself of the rights and remedies contained in this Section, then such election by Lessor shall entitle Lessor to assume all of Lessee's right, title and interest in and to the housing system facilities, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon, and Lessee shall surrender and deliver possession of the same to Lessor. In addition to the foregoing remedy, Lessor shall be entitled to collect from Lessee any and all costs, including reasonable attorneys' fees, which Lessor may incur by reason of Lessee's default hereunder.

(b) In the event this Master Lease is terminated pursuant to the provisions of this Section, Lessor shall have the right to utilize any plans and specifications relating to a Capital Project which have been developed by Lessee upon the payment of reasonable compensation to Lessee for the cost thereof.

Section 15. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Master Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Lessor shall be required to restore or revive time as being of the essence hereof after waiver by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Lessor by this Master Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 16. Waiver of Claims. Lessee hereby waives any claim against Lessor and all of its officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Master Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Master Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this Master Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties. Lessor hereby represents and warrants that Lessor is duly authorized to enter into this Master Lease.

Section 17. Quiet Enjoyment. Lessor agrees that Lessee, upon the payment of the rent and all other payments and charges to be paid by Lessee under the terms of this Master Lease, and observing and keeping the agreements and covenants of this Master Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Master Lease, without hindrance or molestation.

Section 18. Terms Binding Upon Successors. All the terms, conditions and covenants of this Master Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 19. Miscellaneous.

(a) Laws of Florida Govern. This Lease shall be governed by and be construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

(b) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their respective performances called for under this Master Lease which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lessor:

The District Board of Trustees of Florida SouthWestern State College
8099 College Parkway
Fort Myers, Florida 33919-5566
Attention:

With a copy to:

Office of General Counsel,
Florida SouthWestern State College
8099 College Parkway
Fort Myers, Florida 33919-5566
Attention: Mark E. Lupe, General Counsel

If to Lessee:

Florida SouthWestern State College Financing Corporation
8099 College Parkway
Fort Myers, Florida 33919-5566
Attention:

or such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Master Lease and the exhibits to this Master Lease contain the entire agreement between Lessor and Lessee with respect to the subject matter of this Master Lease Agreement; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Lessee, as a material part of the consideration hereof, hereby waives all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Master Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent or other than Lessor and Lessee.

(f) Captions. The captions of this Master Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this Master Lease.

(g) Further Assurances. At and after the execution of this Master Lease, Lessor and Lessee will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this Master Lease. IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have executed this MASTER CHARTER SCHOOL LEASE AGREEMENT.

WITNESSES:

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA SOUTHWESTERN STATE COLLEGE

(print name)

By: _____
Chair, District Board of Trustees

(print name)

WITNESSES:

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION

(print name)

By: _____
Chair, Board of Directors


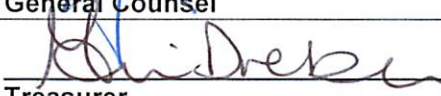
(print name)

EXHIBIT A

Description of Leased Premises

Lee County Leased Premises: all of Building "T" on the Lee County Campus of the College, consisting of approximately 25,140 gross square feet of leased space, inclusive of the building and covered walkways.

Charlotte County Leased Premises: all of Building "K" on the Charlotte Campus of the College, consisting of approximately 22,361 gross square feet of leased space, inclusive of the building and covered walkways.

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION Agenda Item Summary	
Meeting Date:	
<p>1. Action Requested/Purpose:</p> <p style="padding-left: 40px;">Approval of the Dates, Times, and Locations for Regular Meeting for Fiscal Year 2016-2017.</p>	
<p>2. Fiscal Impact <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	
<p>3. Funding Source: Amount: \$</p>	
<p>4. Administration Recommendation:</p> <p>Approval of the Meeting Schedule for Fiscal Year 2016-2017</p>	
<p>5. Agenda Item Type:</p> <p><input checked="" type="checkbox"/> Action Item</p> <p><input type="checkbox"/> Consent Agenda</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Board Requested Information/Report</p>	<p>8. Requirement/Purpose (Include Citation)</p> <p><input type="checkbox"/> Statute</p> <p><input type="checkbox"/> Administrative Code</p> <p><input type="checkbox"/> Other</p>
<p>9. Background Information:</p> <p>Each year a new schedule is adopted. The proposed schedule reflects the frequency and timing used in prior years.</p>	
Requested By	 _____ General Counsel
Funding Verified	 _____ Treasurer
Approved For Agenda	_____ Corporation President

**Florida SouthWestern State College Financing Corporation
Schedule of Meeting
(Quarterly 3rd Tuesday of the month at 4:00 p.m., unless otherwise noted)
Thomas Edison Campus, Robinson Hall,
Room 1-225 (President's Conference Room)
April 1, 2016 – March 31, 2017**

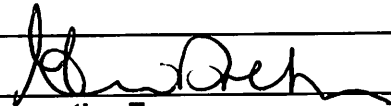
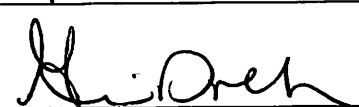
May 17, 2016

July 19, 2016

October 18, 2016

January 17, 2017

March 21, 2017

FLORIDA SOUTHWESTERN STATE COLLEGE FINANCING CORPORATION Agenda Item Summary	
Meeting Date: 3/17/2016	
1. Action Requested/Purpose: <p style="margin-left: 40px;">LightHouse Commons Resident Profile for 2015-2016</p>	
2. Fiscal Impact: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
3. Funding Source: Amount: \$	
4. Administration Recommendation:	
5. Agenda Item Type: <input type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Board Requested Information/Report	8. Requirement/Purpose (Include Citation) <input type="checkbox"/> Statute <input type="checkbox"/> Administrative Code <input type="checkbox"/> Other
9. Background Information: This report is for informational purposes only and requires no action by the Board. It is a breakdown of the LightHouse Commons resident profile regarding gender, financial aid status and residency. It further breaks down the total by county within and outside the 5-county area.	
Attachment	
Requested By:	 _____ Corporation Treasurer
Funding Verified by:	 _____
Approved For Agenda by:	_____ Corporation President

Florida SouthWestern State College
 Fall 2015 LightHouse Commons Resident Profile
 November 5, 2015

Gender	n	%
Total	372	---
Female	220	59.1%
Male	152	40.9%

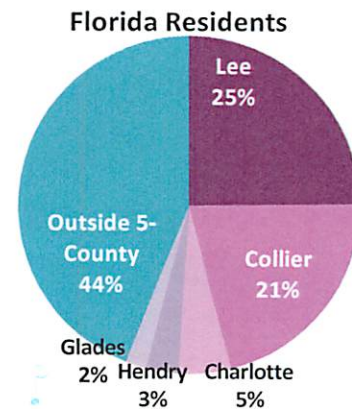
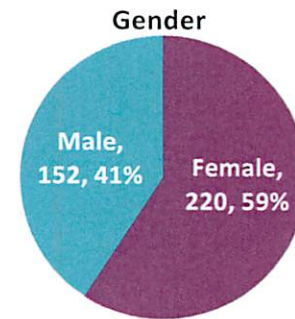
Residency	n	%
Total	372	---
Florida Resident	298	80.1%
Non-Florida Resident	70	18.8%
F1 Non-Resident	4	1.1%

Florida Residents	n	%
Total	298	---
Lee County	74	24.8%
Collier County	63	21.1%
Charlotte County	15	5.0%
Hendry County	9	3.0%
Glades County	6	2.0%
Outside 5-County Area	131	44.0%

Top FL Counties Outside 5-County Area of Florida Residents	n	%
Total	131	---
Broward County	30	22.9%
Miami-Dade County	20	15.3%
Palm Beach County	17	13.0%
Sarasota County	7	5.3%
Osceola County	6	4.6%
Brevard County	4	3.1%
Hillsborough County	4	3.1%
Polk County	4	3.1%

Financial Aid Status	n	%
Total	372	---
Receiving Financial Aid	294	79.0%
Not Receiving Financial Aid	78	21.0%

Age	n	%
Total	398	---
< 18	7	1.8%
18-20	348	87.4%
21-23	37	9.3%
24 and older	6	1.5%



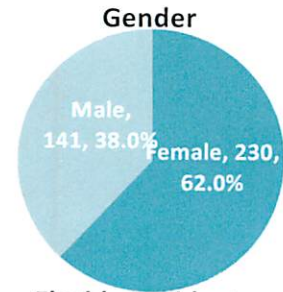
Top States of Non-Florida Residents	n	%
Total	74	---
Georgia	14	18.9%
New York	12	16.2%
Michigan	6	8.1%
Ohio	6	8.1%

Race/Ethnicity	n	%
Total	372	---
Hispanic	75	20.2%
Amer Ind/Native Alaskan	1	0.3%
Asian	6	1.6%
Black/African American	102	27.4%
Native Hawaiian/Pac Island	2	0.5%
White	163	43.8%
Two or More	16	4.3%
Unknown	7	1.9%

Provided by Florida SouthWestern Office of Institutional Research
 Source: Local Banner Data 11-5-15

Florida SouthWestern State College
Preliminary Spring 2016 LightHouse Commons Resident Profile

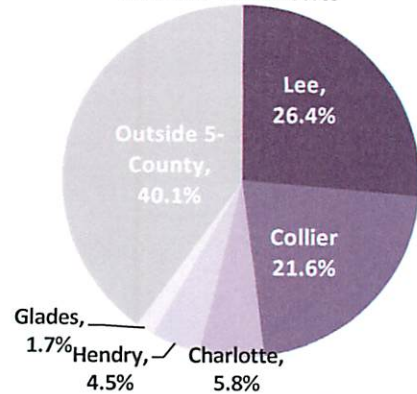
Gender	n	%
Total	371	100.0%
Female	230	62.0%
Male	141	38.0%



Residency	n	%
Total	371	100.0%
Florida Resident	301	81.1%
Non-Florida Resident	67	18.1%
F1 Non-Resident	3	0.8%

Florida Residents

Florida Residents	n	%
Total	292	100.0%
Lee County	77	26.4%
Collier County	63	21.6%
Charlotte County	17	5.8%
Hendry County	13	4.5%
Glades County	5	1.7%
Outside 5-County Area	117	40.1%



Top 5 FL Counties Outside 5-County Area of Florida Residents	n	%
Total Outside 5-County Area	117	100.0%
1. Broward County	29	24.8%
2. Miami-Dade County	22	18.8%
3. Palm Beach County	16	13.7%
4. Hillsborough County	6	5.1%
5. Osceola County	6	5.1%
Sarasota County	6	5.1%

Race/Ethnicity	n	%
Total	371	100.0%
Amer Ind/Native Alaskan	3	0.8%
Asian	9	2.4%
Black/African American	120	32.3%
Hispanic	0	0.0%
Native Hawaiian/Pac Island	5	1.3%
White	217	58.5%
Two or More	0	0.0%
Unknown	17	4.6%

Top 5 States of Non-Florida Residents	n	%
Total Non-Florida Residents	79	100.0%
1. New York	15	19.0%
2. Georgia	12	15.2%
3. Connecticut	6	7.6%
4. Michigan	6	7.6%
5. Ohio	6	7.6%

Financial Aid Status	n	%
Total LHC Residents	371	100.0%
Receiving Financial Aid	233	62.8%
Not Receiving Financial Aid	138	37.2%

Age	n	%
Total	371	100.0%
< 18	3	0.8%
18-20	338	91.1%
21-23	28	7.5%
24 +	2	0.5%
Mean Age	19.1	---

Provided by Florida SouthWestern Office of Institutional Research
Source: Local Banner Data 1-27-16