TEMPORARY PERSONNEL SERVICES
AGREEMENT

This Agreement is entered into effective the 1st day of July, 2013 between Ad-VANCE Personnel Services Inc., a Florida corporation, with its principal place of business at 3911 Golf Park Loop, Unit #103, Bradenton, FL 34203 ("Vendor") and the District Board of Trustees of State College of Florida, Manatee-Sarasota ("College"), a political subdivision of the State of Florida, with its principal place of business at 5840 26th Street West, Bradenton, FL 34207 ("College"). Ad-VANCE Personnel Services will provide temporary personnel staffing services as needed for the College pursuant to the ITN #2013-1, which is incorporated herein by this reference, and as follows:

1.0 TERMS AND CONDITIONS

1.1 Operating Procedures

The Vendor shall furnish temporary clerical, educational support, and light industrial employees as needed and requested by the College. As used herein, the term "temporary," as it may pertain to workers or assignments, is defined as substituting for regular College employees on vacation, sick leave, FMLA or disability; temporary positions for special projects or seasonal needs; or temporary positions for specified periods of time.

The following procedures have been established and will be applied whenever temporary help is requested for work locations at the College:

*All requests for temporary services must come from the College’s Office of Human Resources.

*Any and all contacts will be made through the Office of Human Resources.

*Billing rate on invoices shall not exceed the rate shown in Appendix II of this Agreement.

*No billing rate changes are to be accepted except as specified herein. Rates will remain otherwise constant over the first year of the contract term and will be reviewed by the parties upon the first anniversary date to determine if any price adjustment is advisable based on implementation of the Affordable Care Act. Any rate adjustment shall require mutual agreement of the parties. This review shall take place no later than sixty (60) days prior to the 1st year anniversary date. The agreed upon rate shall be held for the remaining two (2) years of the contract.

*The invoice must show department, location, individual’s name, position title, hours worked, billing rate, and purchase order number, and other information as agreed to by the College and the Vendor. Each individual must be listed on a separate invoice. Payment will be withheld until invoices are corrected.

*No overtime is to be paid unless the individual exceeds 40 hours worked per work week. A work week shall run from Monday through and including the following Sunday.
Requests for workers are to be filled within forty-eight (48) hours of request for at least ninety-five percent (95%) of all requests, when immediate fill is required. Sub-contracted workers will be used by Vendor when Vendor is unable to fill College requests within 48 hours of College’s request. Sub-contracted workers will be required to meet all of the requirements as stated in the contract for Vendor-supplied workers.

Individuals furnished must be able to meet the requirements concerning work hours and days (i.e., working part-time, weekends, etc.)

*Any classification additions or changes that will increase the scope of the Agreement must be mutually agreed upon and made a part of the Agreement by written amendment, or an addendum hereto. The Executive Director of Human Resources, or designee, will act as the College’s official representative and, has the authority to approve addenda.

1.2 Personnel

Vendor shall provide for contractors and associates working on any College campus to submit to Florida state and national criminal background checks for the past seven (7) years and shall provide and maintain such documentation for the life of the Agreement and any subsequent renewals. The College may require the Vendor to provide for repeat national criminal background checks for returning contractors and associates when deemed by the College to be in its best interest. Evidence of said compliance shall be submitted to the Executive Director of Human Resources or his/her designee upon request. Failure to comply with this requirement will be a material breach by the Vendor and shall entitle the College to remedies in its sole discretion, including but not limited to requiring that the non-compliant employee not work on the campus, or the cancellation of the Agreement for non-compliance. All background checks with charges must be referred to the Human Resources designee for determination as to acceptance for employment.

1.3 Equal Opportunity Statement

The Vendor shall comply with all applicable federal, state and local laws, regulations and ordinances and all rules and procedures of the College concerning employment discrimination. The College is an equal opportunity and access institution that does not discriminate on the basis of sex, race, religion, age, national origin/ethnicity, color, marital status, disability, genetic information, sexual orientation and any other factor prohibited under applicable federal, state, and local civil rights laws, rules and regulations in any of its educational programs, services or activities, including admission and employment.

1.4 Drug/Alcohol Free Workplace / Campus

The College maintains a drug free workplace and is committed through in-house policies to this objective. The Vendor shall conduct drug and alcohol testing for all individuals to be assigned to the College, at the direction of the College in accordance with Appendix II hereto.
1.5 Contract Period and Renewals

The initial term shall be for three (3) years commencing effective July 1, 2013 and continuing through June 30, 2016, subject to earlier termination as provided herein. There shall be an option(s) to extend this Agreement for three (3) additional one (1) - year periods under terms and conditions mutually agreeable to the College and Vendor. Prices for renewal terms shall be submitted by Vendor no later than ninety (90) days prior to the expiration date of the Agreement or any renewal term. Renewals shall be contingent, at a minimum, on satisfactory performance of the Agreement by the Vendor as determined by the College, in its sole discretion, and subject to the availability of funds as annually appropriated by the Florida Legislature. If the College desires to renew the Agreement, it will provide written notice to the Vendor no later than thirty (30) days after its receipt of renewal prices and terms submitted by Vendor. Each renewal year term shall be considered separate and shall require the exercise of the renewal option for each year the College chooses to renew the Agreement.

1.6 Taxes/Licenses/Permits

Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the Agreement. In addition, the Vendor shall be responsible for obtaining all necessary Vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

1.7 Insurance Requirements

The Vendor shall purchase and maintain during the term of Agreement, insurance policies described in Addendum I hereto issued by companies licensed in Florida. Certificates of Insurance and Occupational/Professional Licenses carried by the Vendor shall be furnished to the College annually.

The Certificate Holder and Additional Insured shall be known as:

District Board of Trustees of
State College of Florida, Manatee-Sarasota
ATTN: Human Resources
5840 26th Street West
Bradenton, FL 34207

1.8 Temporary Driving Services

The College may have a need for temporary employees providing driving services. When requested, Vendor must verify a temporary employee has a valid Florida driver's license. In such cases, the Vendor must provide insurance coverage for the temporary employee's direct liability, and verification of this insurance must be included with the proposal. However, unless the above is specifically requested, employees hired through the Vendor are restricted from driving College vehicles and/or transporting individuals on behalf of the College.

1.9 Invoicing

The Vendor will provide detailed invoices to the College on a schedule to be
agreed on by the Vendor and the College. Minimum information required on invoices includes:

- Purchase order number
- Employee Name
- Employee Work Location & Department Position Title
- Hours Worked
- Billing Rate
- Copy of Approved Time Sheet

Special invoicing may be required at the end of the College’s fiscal year (for example, invoices may need to be emailed to the College Office of Human Resources for prompt payment. The Vendor acknowledges that payment for services performed must be approved by an authorizing signature and agrees to monitor submittals for this information.

All payment terms for the College to the Vendor will be Net 30 days or greater. The College will issue an annual Purchase Order that will be used for all ongoing payment of contractual services to the Vendor.

1.10 Billing Rates

Attached to this agreement as Appendix II is a billing rate table covering each temporary employee category. All applicable costs are included with the individual billing rates for each temporary employee category. The Vendor certifies that the billing rates listed on the rate table include all of the Vendor’s costs, including salary and benefits, mandated payroll taxes, and the appropriate workers’ compensation coverage on each employee. These billing rates must remain in effect with Vendor and may not be changed for any reason during the initial term of the Agreement, except as stated in section 1.1 of this agreement.

1.11 College Informational Facts

The College, located in Bradenton, Florida with campuses in Venice, Florida and Lakewood Ranch, Florida often uses the resources of temporary employment service providers to fulfill its mission to “provide engaging and accessible learning environments that result in student success and community prosperity.”

The College used the Invitation to Negotiate (ITN) process to fulfill its mission by securing the a contractor with the best qualifications, quality of services offered, innovative solutions and price to provide temporary personnel to the College.

A typical schedule for the College has the campuses open for classes from 8:00 AM to 10:00 PM, Mondays through Fridays, with reduced schedules and/or special classes and/or College sponsored events on Saturdays and Sundays. The College will supply an annual College calendar to the Vendor which provides information on term dates, closed dates, graduation dates, etc.

1.12 Miscellaneous

1) The College anticipates that the College will refer a significant number of the employees to the Vendor. Requests for temporary workers such as, but not limited to, professional, secretarial, security, cashiers, and grounds and trades workers may be requested from the Vendor on a periodic basis.
2) The Vendor shall not use the name of the College in any way unless previously approved in writing by the College.

3) The Vendor will be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll, providing appropriate tax documents and reporting, including the provision for the distribution of payroll time sheets and checks for all temporary employees provided under this agreement. The deductions and remittance of all payroll taxes and the matching contributions (mandated employer portion of social security, Medicare, and unemployment compensation) are the sole responsibility of the Vendor.

4) The Vendor will be responsible for employment screening, State and national criminal background checks, testing, evaluations, advertising (if necessary), recruitment, and disciplinary actions as needed involving any temporary employee supplied under this agreement. All new recruitments by the College are to be referred to the Vendor to review, test, and screen, and should only be hired if the Vendor deems the recruit(s) meet the Vendor's criteria for employment. The Vendor refers applicants based on their ability to fulfill the needs of the College and will conduct interviews, but the College shall be responsible for determining College assignment. All temporary workers placed at the College shall be required to complete the College's Prohibited Harassment and FERPA training, and any other orientation training deemed necessary by the College.

5) The College reserves the right to determine the acceptability or suitability of any and all temporary employees provided to the College. The College also retains the right to determine the acceptability of job performance of all temporary employees. The Vendor will bear any loss resulting from the dishonest acts of its workers.

6) If after using the Vendor's workers, the College should, at any subsequent time, put any of these workers on its own payroll, the Vendor waives all rights and requirements for a penalty or for a fee to be paid; after employment at College for at least ninety (90) days if recruited by the Vendor. The only exception allowed will be that which is stipulated in the Vendor's pricing schedule which is made a part of this Agreement.

7) Vendor will be required to also sign the College's standard vendor contract addendum which is made a part of Appendix III of this Agreement.

[Signature Pages Follow]
THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS AGREEMENT. THIS AGREEMENT IS NOT VALID UNTIL ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

District Board of Trustees of  
State College of Florida,  
Manatee-Sarasota

BY: ____________________________  
PRINT NAME: Carol F. Probstfeld  
TITLE: President  
DATE: ____________________________

Ad-VANCE Personnel Services Inc.

BY: Brian S. S.  
PRINT NAME: Brian S. S.  
TITLE: Owner/President  
DATE: 10/20/13

[APPENDICES I, II, AND III FOLLOW]
APPENDIX I

1. The Vendor agrees to purchase and maintain the following minimum amounts of insurance:

A) General Liability Insurance to cover its obligations under this Indemnity Agreement with minimum limits of $1,000,000 per occurrence, $2,000,000 general aggregate, and property legal liability minimum limits of $100,000. The policy will also cover personal injury and advertising liability at $1,000,000. In addition products completed operations aggregate of $2,000,000 will apply. Coverage must be afforded on an Occurrence Basis and include Broad Form Contractual Liability. Said policy shall name the College as an “additional insured”.

B) Automobile Liability Insurance to cover all Owned, Hired & Non-Owned Autos with minimum limits of $1,000,000 combined single limit each accident.

C) Workers Compensation coverage to meet the statutory requirements as set forth in FL 440. Employers Liability limits of $500,000 each accident; $500,000 disease—each employee; $500,000 disease policy limit must also be included.

D) As a minimum, the level of Vendor’s employee benefits as detailed in the ITN # 2013-1. Any changes to the benefit schedule must be approved in advance by the College at a minimum of ninety (90) days prior to implementation.

E) Vendor shall secure Fidelity Bond coverage for all temporary employees in an amount not less than $25,000 per loss.

Vendor shall purchase said insurances through approved admitted insurers as provided by the Florida Department of Financial Services. Each Insurer will have a minimum Best’s rating of “A” with a financial rating of at least “X.” Certificates of insurance MUST be sent directly by the insurer or by its authorized agent to The State College of Florida, Manatee-Sarasota; Department of Risk Management and Human Resources, 5840 26th Street West; Building #7; Bradenton, FL 34207 and must be received no later than thirty (30) days from the date the Vendor commences performance of services for College. The Vendor’s failure to do so shall not, in any way, relieve it of its obligation to indemnify the College as set forth herein.

2. In the event the Vendor fails to purchase the insurance required by paragraph 1 the College may, at its sole option and discretion, declare its agreement with the Vendor breached and may, without any liability to the Vendor or others, terminate the Vendor’s right to proceed with the services or project. In the event the College elects its option under this subpart, any damages arising out of or flowing from the Vendor’s inability to perform under the Agreement shall be the sole and exclusive responsibility of the Vendor and the Vendor shall indemnify and save the College harmless from any and all liability, loss, damage, expense, causes of action, suits, costs, claims or judgments arising out of its decision to deny or terminate the Vendor’s performance; and the Vendor shall, at its own cost and expense, defend any and all suits which may be brought against the College, either alone or in conjunction with others, by virtue of this decision and the Vendor shall satisfy, pay, and discharge any and all judgments, fines, etc. that may be recovered against the College in any such action or actions, provided, however, that the College shall give the Vendor written notice of any such claim or demand.
ATTACHMENT A – PRICE SHEET PROPOSED BILLING RATE STRUCTURE

Please note: pricing is to be based on each FIRM’S charge to the COLLEGE for the services requested – not on the hourly rate to be paid to the employee. The COLLEGE will always determine the actual hourly rate to be paid to an employee, regardless of where the employee originated. Job descriptions and hourly rates will be provided by the COLLEGE upon a staffing request.

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Clerical (Secretary, Clerks, Accountants, Professionals, Paraprofessionals, Cashiers)</th>
<th>Industrial (Custodians, Groundskeepers, Maintenance Helpers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Rate [0%] (SCF – Referred Employee)</td>
<td>29.5%</td>
<td>37%</td>
</tr>
<tr>
<td>Billing Rate [0%] (Ad-VANCE – Provided Employee)</td>
<td>37.5%</td>
<td>42%</td>
</tr>
<tr>
<td>Billing Rate [0%] (Ad-VANCE sub-contract employee)</td>
<td>37.5%</td>
<td>42%</td>
</tr>
<tr>
<td>(Ad-VANCE Provided Employee) (for non-temporary employees Referred by Ad-VANCE)</td>
<td>$700.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>Background Check &amp; 7 Year Fingerprinting*</td>
<td>$27.00 FDLF At Cost 7 Year Criminal w/SS Trace</td>
<td>$27.00 FDLF At Cost 7 Year Criminal w/SS Trace</td>
</tr>
<tr>
<td>Drug Testing*</td>
<td>$15 In House – 5 Panel $20 In House - 10 Panel $35 Lab - 5 Panel $40 Lab - 10 Panel</td>
<td>$15 In House – 5 Panel $70 In House - 10 Panel $35 Lab - 5 Panel $40 Lab - 10 Panel</td>
</tr>
<tr>
<td>Clerical Tests*</td>
<td>N/C</td>
<td>N/C</td>
</tr>
<tr>
<td>Bonding for Cash Handling* / Credit Checks In Accordance with FCRA</td>
<td>$7.00 Credit Check</td>
<td>$7.00 Credit Check</td>
</tr>
</tbody>
</table>

* Please indicate if there is a separate charge for these items or if it is included in the general billing rate. Also, indicate if there is a charge for these services if the COLLEGE requests a subsequent test.

I hereby certify the amounts entered above to be accurate.

Signature of Authorized Representative

Brion Sunseri
Owner/President
STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA STANDARD CONTRACT ADDENDUM

THIS ADDENDUM to that certain agreement titled TEMPORARY PERSONNEL SERVICES AGREEMENT (Agreement) dated 6/20/2031, and between THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, a public body corporate ("College"), and ADVANCE PERSONNEL SERVICES, INC., a Florida corporation ("Vendor"), shall be effective as of the date indicated above. The following terms and conditions shall be incorporated and made part of the Agreement and to the extent of any conflict therewith, the provisions contained in this Addendum shall supersede and control.

COLLEGE. STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA is a political subdivision of the state of Florida and is administered by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA, Florida, a public body corporate, pursuant to Florida Statutes Section 1001.63.

TERM EXTENSION. (CHECK, IF APPLICABLE) The term of the Agreement may be extended by the College on a monthly/annual basis for no more than _ months / years upon the same terms and conditions in the Agreement at the option of the College. Any extension shall be upon the same terms and conditions set forth herein and shall be exercised in writing and shall be deemed exercised when deposited, postage pre-paid in the U.S. Mail. In the event the College continues to perform following end of the term of the Agreement and the College has not exercised its right to extend the term of the Agreement, prior to any termination of the Agreement by the Vendor, the Vendor shall give the College written notice of its failure to exercise its extension right and an opportunity to cure, and, if the College fails to exercise its extension within thirty (30) days of receipt of the Vendor’s notice, the Agreement shall terminate.

FORCE MAJEURE. Neither the College nor the Vendor shall be responsible for its default, delay or failure to perform any terms or conditions of the Agreement when failure to perform is due to causes beyond such party’s reasonable control including, but not limited to: civil unrest, strike, lockout, flood, action or inaction of governmental authorities, epidemic, war, act of terrorism, embargo, fire, earthquake, hurricane, windstorm, act of God or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused delay, default or force majeure.

TERMINATION. The College may, at any time during the period of this Agreement, without cause, terminate the Agreement by giving thirty (30) days prior written notice of its intention to do so by U.S. Mail to the other party. Should College exercise its option to terminate this Agreement in accordance with this paragraph, all costs incurred and refunds due to the College shall be processed up to the termination date.

INDEPENDENT CONTRACTOR. Vendor is an independent contractor, and the College shall have no supervision or control over the Vendor’s employees, agents, representatives or volunteers in the performance of their duties for the Vendor. If the Vendor is an individual, the Vendor understands that the College will deduct no federal or state income tax and that no retirement, health or life insurance, or other benefits available to the College employees, will accrue to the Vendor. The Vendor shall not in any manner use the credit or name of the College in connection with its business or affairs except as specifically authorized in this Agreement or so authorized in writing prior to such use by the College. The College shall purchase all equipment, supplies and sign contracts in its own name and sole credit, and shall promptly make full payment thereon, in accordance with the terms of purchase.

LIABILITY AND INDEMNITY. The Vendor agrees to indemnify, defend and hold harmless the College and its officers, trustees, employees, representatives and agents, from any and all claims, causes of action, costs, expenses, injuries, liabilities, attorneys’ fees and costs, losses and damages of every kind and description resulting from or arising out of the performance of this Agreement by the Vendor, its employees, agents or subcontractors. The College, as a public body corporate of the State of Florida, does not agree to indemnify or hold the Vendor harmless, and does not agree to enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes. Nothing shall be construed or interpreted as to deny to either party any remedy or defenses available to such party under the laws of the State of Florida. This provision shall survive termination of the Agreement.

PUBLIC RECORDS. The Vendor will allow public access to all records, documents, papers, letters or other material subject to the provision of Florida’s Public Records law, Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Vendor shall provide, and the College will allow public access to records made or received in conjunction with this Agreement. Refusal by the Vendor to allow public access will be grounds for immediate cancellation of this Agreement by the College and for imposition of any remedy or penalty available under law. The Vendor will indemnify the College and its officers, trustees, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, that relate to any public records which the Vendor maintained or should have maintained in conjunction with this Agreement, or that relate to any public records which the Vendor failed to produce or copy in response to a public records request.

IDENTITY THEFT. To the extent applicable, the Vendor agrees that it will comply with the rules of the Federal Trade Commission at 16 CFR Part 681, including implementation of an identity theft prevention program.

TRAVEL EXPENSES. Travel expenses are reimbursable to the Vendor only where the College has agreed in writing that the Vendor’s fee for services is not all-inclusive and that the College will fund such travel in addition to the Vendor’s fee. Where travel is reimbursable, the Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Florida Statutes. No travel expenses will be paid, or for the benefit of, any individual in excess of the amount permitted by Section 112.061, Florida Statutes. Any expenses in excess of the amounts prescribed by law shall be borne by the Vendor.

DELIVERABLES. The Vendor shall provide units of deliverables, including reports, findings, and drafts to be received and accepted in writing by the Agreement Administrator prior to payment.

TAXES. The College is exempt from the payment of all sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

ACCOUNTING AND AUDIT. The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The College, and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to review such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor’s business operations. The Vendor agrees to retain any documents relevant to this Agreement for a period of at least three (3) years after the final payment or termination of this Agreement, whichever is later. Records related to unsolicited audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor’s invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this Accounting and Audit provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to this Agreement.

CONFLICTS OF INTEREST. The Vendor shall not hire, and shall not permit any subcontractor or other person, firm or business entity with whom the Vendor is engaged in a combined effort to perform this agreement, to hire any person who is a College officer or employee, unless the College consents in writing after full written disclosure of the surrounding facts. No officer or employee of the College shall have a financial interest, direct or indirect, in this contract unless the College consents in writing after full written disclosure of the surrounding facts.

ASSIGNMENT, DELEGATION AND SUBCONTRACTS. The Vendor shall not assign, delegate, subcontract or otherwise transfer any interest in this Agreement or any obligation of Vendor without the prior written consent of the College.
PERSONNEL. The Vendor represents that it has or will, at its own expense, obtain all personnel and equipment required to perform this Agreement. The Vendor warrants that all personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws. Said employees, agents, representatives, volunteers and any other persons in or about the College’s premises at the instance or request of the Vendor, shall conform to all rules established by the College to govern the general conduct of persons in or about the said premises.

PUBLIC ENTITY CRIME. The College will not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

VENDOR’S DEFAULT. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default (hereunder “Event of Default”): Failure to begin work, perform services or deliver goods on schedule; failure to submit any report required hereunder; undersubstantiated; unprofessional or faulty performance of services or goods; violation of applicable laws, regulations, rules, ordinances, policies, permits, or licenses; failure to pay debts as they come due; filing for bankruptcy; or failure to perform any other covenant or condition of this Agreement. Upon the occurrence of any Event of Default, the College may take one or more of the following actions:

1. Give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time in the notice, ten (10) days from the issuance date of the notice, and if the Event of Default is not thereafter timely remedied, treat the Agreement as breached and terminate the Agreement, effective three (3) days after giving the Vendor notice of termination;

2. Give the Vendor a written notice specifying the Event of Default, suspend all payments to be made to the Vendor under this Agreement, and order that the portion of the contract price which would otherwise be due to the Vendor during the period from the date of notice until such time as the College determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor;

3. Set off against any other obligations the College may owe to the Vendor any damages the College suffers by reason of the Event of Default; or

4. Treat the agreement as breached and pursue any of its remedies provided for in this Agreement, in law or in equity, or all of these.

The Vendor shall be liable to the College for any damages it sustains by virtue of the Vendor’s breach or for any reasonable costs the College may incur in enforcing or attempting to enforce this Agreement, including attorneys’ fees and costs. The terms of this paragraph shall not be deemed to limit the College’s right to terminate the Agreement on written notice and without cause as provided in this Addendum.

WAIVER OF BREACH. No failure by the College to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. The College’s failure to notice any Event of Default shall not be deemed a waiver of the right of the College to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding related hereto.

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

GOVERNING LAW/VENTURE. This Agreement will be governed by and construed under the laws of the State of Florida. Manatee County, Florida, will be the forum and venue for any lawsuit between the parties arising from or incident to the Agreement. Vendor consents to personal jurisdiction in the State of Florida.

NON-DISCRIMINATION. If this Agreement is funded in any part by monies of the United States of America, the Vendor shall comply with all of the provisions of Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, as supplemented by the regulations of the United States Department of Labor (41 CFR Part 60). The College’s policy prohibiting sexual harassment, is incorporated into this Agreement by reference as if fully set forth herein.

FUNDING AVAILABILITY. Obligations of the College hereunder are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

AUTHORITY. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation.

SURVIVAL. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination, expiration, or cancellation of this Agreement.

PARAGRAPH HEADINGS. The headings of the paragraphs of this Agreement are inserted for convenience or reference only and are not intended to be part of, or to affect, the meaning or interpretation of this Agreement.

AGREEMENT ADMINISTRATOR. Except where otherwise specified, the Agreement Administrator shall be the College’s representative for purposes of administering this Agreement, and the Vendor shall submit all progress reports, invoices, correspondence and related submissions to the Agreement Administrator, who is: Margaret Beck, Executive Director of Human Resources.

COUNTERPARTS/FACSIMILE. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. Facsimile signatures are acceptable as original signatures on this Agreement.

ADDENDA. (___) [CHECK IF APPLICABLE] Additional addenda, which are part of this Agreement, are attached hereto.

THE PARTIES HAVE READ, UNDERSTAND AND AGREED TO THIS ADDENDUM. THIS ADDENDUM IS NOT VALID UNLESS ALL SIGNATURES ARE AFFIXED AND NO COMMITMENT EXISTS UNTIL FULLY EXECUTED BY THE COLLEGE.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

By: ____________________________
Printed Name: ______________________
Title: ____________________________

VENDOR

By: ____________________________
Printed Name: ______________________
Title: ____________________________