

HILLSBOROUGH

Community College

OFFICE OF THE PRESIDENT

Gwendolyn W. Stephenson, Ph.D.

April 19, 2002

David H. Paul
President
David H. Paul, Incorporated
PO Box 2590
Farmington, New Mexico 87499

RE: Advanced Water Treatment Program Contract

Dear Mr. Paul:

Enclosed for your retention is an executed copy with original signatures of the Advanced Water Treatment Program Contract between D.H. Paul, Inc. and Hillsborough Community College, for course work leading to a Certificate of Completion, Post Secondary Adult Vocational Certificate and an Associate of Applied Science Degree in Advanced Water Treatment or other related water treatment courses.

Should you have any questions, please contact me at 813/253-7007.

Sincerely,

Martha Kay Koehler /td

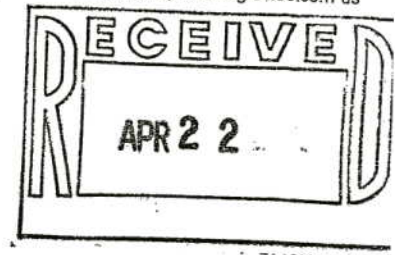
Martha Kay Koehler
College Attorney

/td

Enclosure

cc: Fred Webb ✓
Dr. Felix Haynes
Delores Sanford

958-6043
Juli
813-476-1262 cell
PO. Box 31127 • Tampa, FL 33631
(813) 253-7050 • FAX (813) 253-7183
e-mail: Stephenson@hcc.cc.fl.us



ADVANCED WATER TREATMENT PROGRAM CONTRACT

This CONTRACT is entered into this 10th day of April 2002 by and between David H. Paul, Incorporated (DHP), P.O. Box 2590, Farmington, NM 87499 and Hillsborough Community College (COLLEGE), P. O. Box 31127, Tampa, FL 33631-3127.

WHEREAS, DHP is both willing and qualified to offer classes fully accredited by the COLLEGE and course work leading to a Certificate of Completion, Post Secondary Adult Vocational Certificate and an Associate of Applied Science/Degree (C/D) in Advanced Water Treatment (AWT) or other water treatment courses that prepare and train personnel for employment in municipal and industrial water treatment facilities;

WHEREAS, DHP has determined that as a matter of expediency and prudence, it must provide such instructional and experienced training through a community college with access to classroom and laboratory facilities specifically set up to support such instruction and hands on experience for the above referenced classes and programs;

WHEREAS, the COLLEGE also desires to offer to its students a C/D in Advanced Water Treatment (AWT) or other water treatment courses by fully qualified instructors, and the COLLEGE can provide such classrooms and specialized laboratory facilities for such courses and can extend the necessary certification for such classes and programs; and

WHEREAS, the parties hereto desire to enter into a Contract to provide the necessary classroom and laboratory facilities and instructions in which such accredited classes/courses shall be provided, and to set forth herein their mutual obligations.

IT IS THEREFORE AGREED AND UNDERSTOOD, AS FOLLOWS:

1. PURPOSE AND TERM OF CONTRACT

The purpose of this Contract is to set forth the terms and conditions for the development and implementation of the classes, course work, facilities, equipment and responsibilities for the C/D in Advanced Water Treatment (AWT) or other related water treatment courses between the two parties with the initial term of the Contract commencing April 10, 2002, and ending on December 31, 2006 subject to annual performance reviews and extensions of two years thereafter by mutual agreement. The annual performance reviews referenced by this paragraph may be conducted by the COLLEGE to allow the COLLEGE to determine if DHP is performing effectively the obligations set out in this Contract. If the COLLEGE determines that DHP is not doing so, it will give DHP notice and allow it not less than sixty (60) days to attempt to remedy performance concerns raised by the COLLEGE. If after the period of time to remedy performance concerns the COLLEGE determines that one or more of such performance concerns remain, the COLLEGE may unilaterally terminate this Contract at the end of the then current fiscal year.

