

**FACILITY SHARED USE AGREEMENT BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF PASCO-HERNANDO STATE COLLEGE
THE HERNANDO COUNTY SCHOOL DISTRICT**

This Agreement made and entered into this 14th day of November 2023, by and between THE DISTRICT BOARD OF TRUSTEES OF PASCO-HERNANDO STATE COLLEGE ("PHSC" OR "COLLEGE"), located at 10230 Ridge Road, New Port Richey, FL 34654 and THE HERNANDO COUNTY SCHOOL DISTRICT, FLORIDA ("School Board"), district office located at 8050 Mobley Rd, Brooksville, FL 34601.

WITNESSETH:

WHEREAS the purpose of this Agreement is to set forth specific terms as to the use of the space designated for the Manufacturing Center located at Wilton Simpson Technical College ("WSTC"), located at 17050 Spring Hill Dr., Brooksville, FL 34604. PHSC desires to use the School Board owned property located at WSTC and the School Board desires to use various equipment and instructional materials owned by PHSC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the Parties hereby agree as follows:

Section 1 Term and Premises

- 1.1 This Agreement shall commence on July 1, 2024 (hereinafter the "Commencement Date") and continue for three (3) years ("Initial term") with the option of three, one-year renewals after the Initial term upon the mutual written agreement of both parties. This Agreement may be terminated pursuant to the terms of the Agreement or extended by a written Agreement signed by the Parties.
- 1.2 Pursuant to this Agreement, PHSC is authorized to use the Dedicated and Shared space for their Engineering Technology program. The School Board is authorized to use the equipment purchased/owned by PHSC in the Manufacturing Center.

Section 2 Dedicated and Shared Space/Equipment

- 2.1 The School Board hereby grants PHSC use of the Dedicated and Shared Space ("Dedicated space"), at no charge. Both PHSC and WSTC may utilize the space at the same time during the WSTC hours of operation. Dedicated Space shall also include a shared instructor space with a multi-function printer and computer with internet access for use by both the School Board and PHSC faculty. If a computer will not be available to PHSC, internet access or wireless access with the ability to use the printer must be provided to PHSC and PHSC will bring a laptop.
- 2.2 The School Board is responsible for providing a suitable classroom and laboratory/shop facility on WSTC which provides a modern, state of the art educational facility, dedicated to the instruction of Manufacturing and Engineering Technology. This facility will enable both secondary and post-secondary students to achieve Industry certification in a setting which meets current Industry standards, provides for a safe and healthy environment and which is maintained in a manner conducive to positive student learning opportunities and experiences. The facility will be designed to facilitate the appropriate number of student work stations which include, but are not limited to, a broad range of Manufacturing techniques as determined appropriate by both parties of this agreement. The facilities, including the Dedicated space and Student workstations, shall be set up in accordance with the State Requirements for Educational Facilities (SREF).
- 2.3 It will be the responsibility of the School Board to maintain the classroom and laboratory facility in a manner in accordance with the requirements of the equipment and the safety needs of the students and faculty using the equipment. General safety equipment, including, but not limited to, fire extinguishers and fire blankets, shall be provided by the School Board.

- 2.4 PHSC has the responsibility of purchasing appropriate Engineering equipment which meets the current Industry standards for the Dedicated space. The equipment will include, but not be limited to, instructional items for a range of Industrial Processes, Mechatronics, and PLCs as stated in the educational frameworks and determined appropriate by both parties of this agreement.
- 2.5 It will be the responsibility of PHSC to maintain the PHSC purchased equipment in the Dedicated space, when not in use.
- 2.6 It will be the responsibility of the School Board to maintain the School Board purchased equipment in the Dedicated space, when not in use.
- 2.7 Both PHSC and the School Board will use the facilities and surrounding area in a clean and sanitary manner and will leave the facility and equipment in good and clean condition after each use by their employees, agents, volunteers, invitees, or students. Both parties will secure the facilities and equipment after their respective use.
- 2.8 PHSC, its employees, agents, volunteers, invitees, and students will abide by all School Board policies regarding the use of School Board facilities. Including policies which state the consumption of tobacco products or alcoholic beverages on School Board property, including any outside areas, is prohibited.
- 2.9 The School Board will have use of PHSC equipment and instructional materials, excluding consumable materials, at no charge, for the duration of the Agreement, upon termination of the Agreement as stated in Section 3, PHSC reserves the right to remove PHSC property from the School Board facility.
- 2.10 The School Board and PHSC shall not assign this Agreement nor provide use of equipment nor sublet the facility or any part thereof without the written consent of the other party. The School Board reserves the right for its officers, agents, and servants to enter and inspect the facilities and operations being conducted at reasonable times.
- 2.11 The School Board and PHSC agree that in the event of unforeseen questions arising out of the use of said facilities, equipment or instructional materials, questions shall be settled in writing between the Superintendent of the School Board and PHSC Governing Board or their specified designees.
- 2.12 If the official calendar of both WSTC and PHSC does not align, WSTC should provide appropriate access and services to the Dedicated space when PHSC must hold class during times when WSTC is not in session.
- 2.13 Each party shall be responsible for providing accident insurance for their respective students in the Manufacturing Center.

Section 3 Termination

- 3.1 Without Cause: Either party may terminate this Agreement in writing to the other party without cause by December 1 of academic year prior to the academic year in which such termination shall take effect.
- 3.2 With Cause: The failure of either party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing, making specific reference to the provision that gave rise to the default, the defaulting party shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the default. If the default is not cured within the ten (10) day period, the non-defaulting party shall serve written notice of termination on the defaulting party, which shall become effective ten (10) calendar days from that party receipt of such notice, The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 4 Vacating the Premises

- 4.1 Upon the termination date of this Agreement, PHSC shall vacate the Dedicated space in good condition, subject to ordinary wear and tear.
- 4.2 All personal property of whatever kind or nature in the Dedicated space that is owned, or paid for by PHSC, shall remain the property of PHSC, and upon vacating the Dedicated space, PHSC shall remove such property at PHSC's expense. Fixed personal property shall be removed, and PHSC shall restore the Dedicated space to good condition, equivalent to the condition of the Dedicated space at the commencement of PHSC's use, subject to ordinary wear and tear.
- 4.3 All School Board property must remain in the Dedicated space.

Section 5 Services

- 5.1 The School Board will provide utilities, custodial services, maintenance services, and school safety services ("Operating Services") to the building.
- 5.2 The School Board and PHSC will utilize the space from open to close of the WSTC.
- 5.3 It will be the responsibility of the School Board to hire and supervise appropriate manufacturing faculty during the time of usage for the Manufacturing courses taught under the WSTC curriculum.
- 5.4 The curriculum covered at WSTC will follow the Florida Department of Education Curriculum Frameworks for CNC Production Specialist as stated currently under the Postsecondary Adult Vocational Programs ("PSAV") and Secondary Courses/programs.
- 5.5 It will be the responsibility of PHSC to hire and supervise appropriate Engineering or Manufacturing faculty during time of usage for engineering and manufacturing courses taught under the PHSC curriculum.
- 5.6 The curriculum covered at PHSC will follow the Florida Department of Education Curriculum Frameworks for Engineering Technology.
- 5.7 The School Board will not offer the Engineering Technology and Advanced Manufacturing programs as they will only be offered by PHSC as needed.
- 5.8 Each party shall provide its own consumable items, which will be stored in locked, separate spaces located within the Dedicated space
- 5.9 Non-Discrimination: Work under this Agreement will be in compliance with all applicable statutory requirements and School Board policies, including antidiscrimination policies, and Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 504 of the Rehabilitation Act of 1973, Public Law 93112, as amended. The parties agree to comply with all federal, state and local laws prohibiting discrimination and assure each other that neither will discriminate against any employee or applicant for employment or registration in a course of study because of race, color, religion, creed, sex, sexual orientation, gender, gender identity, disabling condition, ethnicity, pregnancy, national origin, handicap, marital status, or age.
- 5.10 As part of the Operating Services, standard maintenance, and repairs of the facility due to normal usage should be completed by the School Board.
 - 5.10.1 If there are needed repairs due to negligence or intentional damage by an employee, agent, invitee, or student, then the institution from whom created said damage should follow the Student Code of Conduct or other policies as established by the Institution.
 - 5.10.2 If there are needed repairs due to a natural disaster, the School Board would repair/replace the facilities.
- 5.11 As part of the equipment maintenance, standard maintenance and repairs of the purchased equipment due to normal usage should be completed by PHSC.
 - 5.11.1 If there are needed equipment repairs due to negligence or intentional damage by an employee, agent, invitee, or student, then the Institution from whom created said damage should follow the Student Code of Conduct or other policies as established by the Institution.
 - 5.11.2 If there are needed repairs due to a natural disaster, PHSC would repair/replace the equipment.

Section 6 Student Code of Conduct

- 6.1 Students of the School Board and PHSC must adhere to their appropriate student code of conduct and other policies as stated in their institution's Student Handbook.
- 6.2 If student from either the School Board or PHSC intentionally damages either a piece of equipment or portion of the facility, both the School Board and PHSC must be informed of the incident as early as possible. The student would be liable for damages and subject to the institution's Student Code of Conduct and other stated policies.

Section 7 Access to Records

- 7.1 In accordance with and subject to the limitations of Chapter 119 of the Florida Statutes or other applicable law, PHSC and the School Board shall allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

7.2 Public Records Law: Statute 119.0701 requires that each party comply with Florida's public record laws with respect to services performed on behalf of the other party. Specifically, the statute requires that the parties:

7.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency to perform the service.

7.2.2 Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 to the Florida Statutes or as otherwise provided by law.

7.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

7.2.4 Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the Information technology systems of the School Board.

The failure of either party to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in Immediate termination with no penalty to the other party.

Section 8 Dispute Resolution

8.1 Applicable Law; Venue: This Agreement and the rights and obligations of the parties shall be governed by and construed according to the laws of the State of Florida, Venue for purposes of any action brought to enforce or construe this Agreement shall lie in Hernando County, Florida.

8.2 Each party shall be responsible for all claims, liabilities, damages, or judgments that may arise because of their own negligence or intentional wrongdoing. Each party shall hold harmless and indemnify the other party against any such claims, liabilities, damages, or judgments which may be asserted against, imposed, or Incurred by the other party.

8.3 Nothing In this agreement shall be deemed a waiver of either party's sovereign immunity beyond that established in Florida Statute 768.28. Each party retains all protections provided in said statute, including limitations on damages and all procedural and substantive rights and protections.

8.4 Dispute Resolution: In the event of a dispute or controversy between the parties to this agreement, the parties will attempt resolution utilizing the following process:

- A. Informal: The parties agree to appoint appropriate members of their respective staffs to attempt to negotiate a resolution to the dispute or controversy. While it is expected that those appointed to negotiate will have general decision-making authority, the parties agree that it is acceptable that the final decision will rest with others within the respective organization.
- B. Mediation: In the event informal negotiations fail to resolve the dispute, then all parties shall agree to mediation pursuant to the Florida Rules of Civil Procedure. The parties shall share the costs of mediation, including the fees for the mediator, evenly. Members of the mediation team appointed by each organization shall participate in good faith and shall have full authority to negotiate on behalf of the party in regards to the settlement of the dispute or controversy.
- C. Litigation: Should the options in paragraphs (A) and (B) fail, then either party may file a suit in a County of competent Jurisdiction. If in the State Court, then the action shall be filed in Hernando County, Florida. If in Federal Court, the action must be filed In the U.S. District Court Middle District of Florida, Tampa Division. In the event of litigation, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee.

Section 9 Modification

This Agreement constitutes the entire Agreement of the parties and is Intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with this subject. No modification or amendment to this Agreement shall be binding on the parties unless in writing and signed by the parties.

Section 10 Persons of Contact

The School Board and PHSC designate the following persons to direct this project:

School Board Contact:

Sophia Watson

Director of Adult and Technical Education,

Mailing Address: 801 North Broad Street

Brooksville, FL 34601

PHSC Contact:

Alysen Heil

Dean of Workforce Development and Career & Technical Education

Mailing Address: 10230 Ridge Road

New Port Richey, FL 34654

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

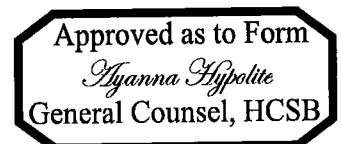
Hernando County School District

Mr. John Stratton
Superintendent

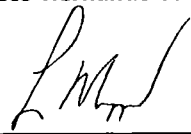
Date

Gus Guadagnino, Chair
District School Board of Hernando County

Date



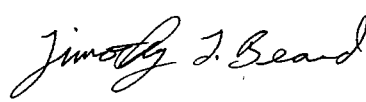
Pasco-Hernando State College



Lee Maggard Chair District Board of Trustees
Of Pasco-Hernando State College

11/14/2023

Date



Timothy L. Beard, Ph.D.
President

11/14/2023

Date

Legal Language Approved by PHSC
Legal Counsel

Initials PAN Date 11/3/2023