Concurrent Use Agreement  
Hillsborough Community College 
South Shore Campus 
and 
University of South Florida Sarasota-Manatee 

Provisions-5 year Agreement  

THIS CONCURRENT USE AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between the University of South Florida, Board of Trustees, a public body corporate of the State of Florida, herein referred to as “USF”, on behalf of the University of South Florida Sarasota-Manatee, herein referred to as “USFSM,” located in Sarasota County and Manatee County, Florida, and the District Board of Trustees of Hillsborough Community College, a political subdivision and a public body corporate of the State of Florida, hereinafter referred to as “HCC”, on behalf of Hillsborough Community College SouthShore Campus, herein referred to as “HCCSS,” located in Hillsborough County, Florida.

WITNESSETH

WHEREAS, USFSM offers upper division and post graduate courses and programs; and

WHEREAS, HCC provides associate degrees, general education and lower division courses relating to these programs in Hillsborough County; and

WHEREAS, USFSM, through its educational programs is committed to partnering with HCCSS to create an education and extension initiative for southern Hillsborough County; and

WHEREAS, both HCCSS and USFSM recognize that their respective programs would be enhanced by collaboration through this Agreement.

NOW THEREFORE, in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits to be received, the parties hereto agree as follows:

I. PURPOSE AND INTENT

The primary objective of the Agreement is to describe and define the cooperative efforts between USFSM and HCC for use of facilities, to provide upper division and/or graduate courses on the HCCSS Campus. The Agreement addresses such relevant items as the staffing, usage charges, administration, liability and other coordination issues associated with the provisions of the use of the HCCSS Campus.
II. BACKGROUND

USFSM and HCC wish to partner to create an education and academic initiative at the SouthShore Campus. This effort will serve the needs of students in southern Hillsborough County by providing them with the opportunity to earn their lower division courses at HCC, followed by their Bachelor degree from The University of South Florida Sarasota-Manatee.

III. PREMISES

A. HCC agrees to provide USFSM with classrooms on a space-available basis to offer upper division courses and/or post graduate courses at the SouthShore Campus as outlined below. Both parties agree that facilities will be assigned and scheduled by HCCSS to the benefit of both educational institutions. However, in the event of a scheduling conflict, the HCCSS Campus President will have the final decision. In conjunction, USFSM shall have access to all common areas of the HCCSS Campus, which includes the bookstore, parking lots, library, and related areas for their staff and students, during normal hours of operation.

B. USFSM faculty, who are teaching courses, covered under this Agreement, may use the adjunct faculty office areas of the HCCSS Campus during normal campus operating hours, on a space available basis, at no additional charge. This usage will include any computer stations and/or telephones that are available in the adjunct office area.

C. USFSM is not granted any dedicated office or administrative space at HCCSS under this Agreement.

D. Use of HCCSS facilities and classrooms for meetings, presentations, conferences, or any other gatherings outside of scheduled classes must be approved by the HCCSS Campus President or designee. For activities not relating to courses offered on the HCCSS Campus, normal non-profit rental fees would apply.

E. HCCSS shall provide custodial and security services for the premises encompassed herein as is customary at the HCCSS Campus. HCC shall also provide all utilities for the premises, including but not limited to HVAC, during the times the premises shall be in use under this Agreement.

F. USFSM shall, through its agents and employees, prevent unauthorized use of the premises or any part thereof not in conformance with this Agreement.

G. USFSM agrees to observe and abide by such rules and regulations for use of the premises, buildings, and common areas as HCC may from time to time adopt and distribute to USFSM. USFSM will enforce these rules and regulations with USFSM employees, agents, visitors, and students.
H. If the premises or any portion of the premises are damaged by act, default, or negligence of USFSM, or by their agents, employees, students or guests, USFSM agrees to pay such sum as is necessary to restore the premises or equipment to their present condition. The extent and amount of damage and extent of repairs or remedial measure and the cost shall be at the discretion of the HCSSS Campus President. Furthermore, all HCC equipment entrusted to the care of USFSM, which shall be lost, stolen, or which shall disappear as the result of any act by any USFSM employee, agents, visitor, or student shall be the responsibility of USFSM for replacement purposes. In addition, all USFSM equipment entrusted to the care of HCC, which shall be lost, stolen, or which shall disappear as the result of any act by any HCC employee, agent, visitor, or student shall be the responsibility of HCC for replacement purposes.

I. All signage which USFSM desires to place on the HCSSS Campus must receive prior approved by the HCSSS Campus President or designee.

IV. CURRICULUM

A. USFSM curricula will include only upper division courses and/or post graduate courses not offered by HCC. HCC curricula will provide all lower division courses and programs.

B. Admission to these USFSM courses/programs and the granting of degrees will be entirely determined by USFSM policies and procedures. HCSSS will take no responsibility for admission, advisement or other issues related to enrollment in these courses.

C. USFSM will not guarantee the availability of courses or programs at the HCSSS Campus.

D. USFSM will be responsible for developing a two-year listing of planned course offerings for USFSM students. This schedule must be approved by the HCSSS Campus President. Final authority for canceling courses will be at the sole discretion of USFSM. Adding or rescheduling courses will require approval of the HCSSS Campus President or designee.

V. FACULTY STAFFING

A. Faculty staffing for the USFSM programs held on the HCSSS Campus shall be the responsibility of USFSM.

B. All personnel management issues relating to USFSM faculty and staff at HCSSS Campus shall be the responsibility of appropriate USFSM administrators.

C. Any logistical and support needs for USFSM faculty and staff necessitated by program growth will be coordinated between USFSM and HCSSS.
VI. NON-PROGRAM SUPPORT STAFFING

A. HCCSS shall be responsible for non-program support staffing associated with services provided under the terms and conditions of this agreement which includes maintenance, custodial, security, auxiliary services and overall campus administration.

VII. ADMINISTRATION

A. USFSM shall designate an administrator to work with the President of the HCCSS Campus (or his/her designated representative) to coordinate administrative details and address problems as needed.

VIII. BUDGET AND FINANCE

A. USFSM shall be responsible for the following:
   1) All personnel costs for faculty or other personnel, employed by USFSM in support of programs and courses offered by USFSM.

   2) All personnel employed by USFSM shall be the responsibility of and considered employees of USFSM, and USFSM is responsible for the payment of workers’ compensation, benefits, unemployment insurance, social security, and withholding taxes.

   3) All costs for teaching and laboratory supplies and specialized library resources associated with the program provided by USFSM.

   4) All library materials which are intended for the sole use of USFSM students.

B. Over the course of this five (5) year agreement, USFSM agrees to:

   1) Pay to HCC $20 per contact hour for each furnished classroom or conference room used each semester by USFSM for courses taught at the HCCSS Campus.

   2) Provide HCCSS with an annual calendar reflecting the proposed classroom utilization by USFSM no later than July 1st for each fiscal year.

C. HCCSS shall be responsible for the following:

   1) All personnel costs associated with normal facilities maintenance, custodial services, security, auxiliary services, and overall management of campus facilities in support of the USFSM program.

   2) All Library services available at HCCSS.
3) Providing, as requested, appropriate and necessary bookstore services for students enrolled in academic programs of USFSM including the sale of textbooks for the USFSM courses taught at the HCSSS Campus

IX. OVERALL COORDINATION BETWEEN USFSM AND HCSSS

A designated USFSM administrator and the HCSSS Campus President or designee shall be responsible for overall coordination between the two institutions. Any administrative problems that might arise will be addressed and resolved by these two officials.

X. LIABILITY PROTECTION

To the extent provided by section 768.28 F.S., USFSM and HCSSS shall be responsible for the negligent acts, or omissions, of their respective officers, employees and agents. Nothing contained in the foregoing should be construed as a waiver of sovereign immunity by either USFSM or HCSSS, or as a consent to be sued by either USFSM or HCSSS.

XI. INDEPENDENT CONTRACTORS

Both parties expressly intend that with regard to the provisions of this Agreement said parties shall be independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, contractor, or employee of one party be deemed an agent, contractor, or employee of the other party. All personnel of USFSM rendering services pursuant to this Agreement shall be employees/agents of USFSM. Regardless of anything else contained in or implied from this Agreement, any employee of USFSM in connection with the performance of the services to be rendered herein, and in no way shall such employee be deemed an employee of HCC.

XII. COMMENCEMENT, TERMINATION, AMENDMENT, COMPLIANCE

A. Commencement—This Agreement shall be for a period of five (5) years beginning Fall 2012 and shall remain in full force and effect until Fall 2017.

B. Amendments—The terms of this Agreement may be amended at any time by formal written amendment to this Agreement, executed by both parties. Such amendments may have a retroactive effective date. All amendments shall be attached to and become part of this Agreement.

C. Termination With or Without Cause—This Agreement may be cancelled by either party, at any time with or without cause, with ninety (90) days prior written notice given to the other party, provided USFSM shall continue the program in existence as of the notice date for a period of time needed for students enrolled on a full-time basis to complete a course(s) at HCSSS Campus.
D. Compliance with Chapter 119—The other party shall have the right to terminate this Agreement at any time for refusal by the other party to allow public access to documents, papers, letters, or other materials that are subject to the provision of Chapter 119, Florida Statutes, and made or received by either HCC or USFSM in conjunction with this Agreement.

E. This Agreement does not preclude either party from entering into similar agreements with other educational institutions or providers.

XIII NOTICES

A. All notices by either party required or permitted by this Agreement shall be in writing and delivered by registered or certified mail with the United States Postal Service, postage prepaid, return receipt requested, by overnight delivery (for which evidence of delivery is obtained by the sender), or by hand delivery, to the representatives specified herein.

XIV. CONCLUSIONS AND SIGNATURES

All parties are committed to the concept of a long-standing agreement. This Agreement between USFSM and HCC shall continue in full force and effect from the date of signature unless terminated by either party as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and by testament of the signatories below.

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES,
a Public Body Corporate of the State of Florida

[Signature]
Judy Genshaft, Ph.D.  President
Date 9/28/11

[Signature]
Arthur Guilford, Ph.D.  Regional Vice Chancellor, USF Sarasota-Manatee
Date 9/19/2011

HILLSBOROUGH COMMUNITY COLLEGE
A Political Subdivision and Public Body Corporate of the State of Florida

[Signature]
Ken Atwater, Ph.D.  President
Date

[Signature]
Allen Witt, Ph.D.  SouthShore Campus President
Date 9/16/11

APPROVED AS TO FORM AND LEGALITY

[Signature]
COLLEGE ATTORNEY
HILLSBOROUGH COMMUNITY COLLEGE