STATE OF FLORIDA
COUNTY OF OKALOOSA

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT made and entered into by and between THE
SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate pursuant to
Section 1001.40 F.S., whose principal address is 120 Lowery Place SE, Fort Walton Beach,
Florida, 32548 (hereinafter referred to as "School Board") and the UNIVERSITY OF WEST
FLORIDA, BOARD OF TRUSTEES, a public a body corporate pursuant to Section 1001.72,
F.S., whose principal address is 11000 University Parkway, Pensacola, FL 32513-5750
(hereinafter referred to as "UWF").

WITNESSETH:

WHEREAS, the School Board owns certain real property located in Fort Walton Beach,
Florida which is the campus for W. E. Combs School (hereinafter referred to as the “Property”
and “Common Campus”); and,

WHEREAS, UWF desires to work cooperatively with the School Board for the purpose
of developing and operating a Common Campus with joint use educational and community
service facilities on the Property to be known as The W. E. Combs Common Campus of the
University of West Florida and Okaloosa Schools; and,

WHEREAS, the facilities on the Property will be used jointly by the School Board and
UWF in their educational and community service programs; and,

WHEREAS, the School Board and UWF believe it to be in their best interest to enter
into this Agreement for the long term joint use of the facilities.

NOW THEREFORE, for and in consideration of the covenants and agreements herein
set forth, the parties do hereby agree as follows:

1. JOINT USE PREMISES. The School Board hereby expressly agrees to
establish and extend joint use rights to UWF, together with School Board, for the Property and improvements thereon in Okaloosa County, Florida, more particularly described as:

See Exhibit "A" attached hereto and made a part hereof for legal description of Property.

2. **TERM AND TERMINATION.** This Agreement shall be for a period of ten (10) years commencing on August 1, 2005 and ending on July 31, 2015. This Agreement may be renewed upon mutual consent of the parties after renegotiation of its terms and conditions for one (1) additional ten (10) year term. If the School Board determines that requirements of the Class Size Reduction amendment to the Florida Constitution, other legal requirements or significant enrollment changes require the operation of pre-kindergarten or K-12 classes in the vicinity of the Common Campus during the Term of this Agreement, School Board may terminate this Agreement with ninety (90) calendar days notice and, in such an event, UWF will pay to School Board a pro-rata share of the annual lease payment and will honor a pro-rate share of the scholarship commitment based on the days leased during the year of the unplanned termination. The same termination provisions will apply in the case of an irresolvable dispute, as described in Section 11 of this Agreement.

UWF shall have the right to terminate, without penalty, this Joint Use Agreement in the event a State-owned building becomes available to UWF for occupancy during the term of said Joint Use Agreement for the purposes for which this space is being used in the County of Okaloosa, Florida, upon giving six (6) months advance written notice to the School Board.

3. **MAINTENANCE AND OPERATING EXPENSES.** In consideration for the School Board extending joint use rights to UWF for the Common Campus, UWF, shall be responsible for the ongoing and continuous operation and maintenance of all of the facilities and other improvements located on the Common Campus including but not limited to groundskeeping, building and equipment maintenance and repair, security, utilities, obtaining and maintaining insurance with coverages and in amounts reasonably required by School Board and all other operating costs of the Common Campus including those spaces and facilities to be used and/or occupied by the School Board during the term of this Agreement and any extensions.
thereof at its sole expense. UWF shall, at its sole expense, erect appropriate signage that describes and names this facility The W.E. Combs Common Campus of the University of West Florida and Okaloosa Schools. Such signage shall be pre-approved by the representative of School Board.

4. **SCOPE OF USE OF FACILITIES.**

A. The School Board’s Teenage Parent Program will continue at all times to occupy its current space and facilities at the Common Campus and have appropriate use of the Common Campus parking lot and common areas for ingress and egress.

B. In addition to the Teenage Parent Program, School Board will occupy at all times seven (7) classrooms and UWF will equip, maintain and refresh 30 high-technology work stations in two (2) of those classrooms, according to School Board’s currently published seat management standards. It is the intent of School Board to use these classrooms in the immediate future for CHOICE Institute programs, alternative education, and/or other non-traditional educational services. School Board shall have appropriate use of the Common Campus parking lot and common areas for ingress and egress.

C. UWF will house certain undergraduate academic programs which are or may be linked to School Board CHOICE Institutes including but not limited to engineering technology, computer science, and environmental studies.

D. School Board will provide mutually agreed upon academic offerings for high school credit and/or university credit. Such offerings would be scheduled between 7:00 a.m. and 1:30 p.m. Monday through Friday at times that would not conflict with UWF offerings. Such School Board offerings may be housed during such hours in classrooms which, during other hours, are used by UWF for its programs.

E. UWF will house undergraduate and graduate programs as well as faculty and administrative offices, occupying and using in its entirety all other available space in the facility. No party other than UWF and School Board will occupy or operate out of any part of the Common Campus facility. UWF will not sublease, assign, or provide space to any other
party.

F. UWF will operate academic programs throughout the day and weekends, but weekday operations will be primarily between the hours of 1:30 p.m. and 9:30 p.m.

G. UWF will house on site a building administrator who will be responsible for all Common Campus facility operations and functions.

5. **FACILITY SCHEDULING.** The Common Campus site administrator for UWF shall be responsible for scheduling the use of the Common Campus facilities. Priority for use of the facilities shall be the educational programs of both School Board and UWF. During times and days when UWF classes are not in session, School Board may use UWF classrooms for its own educational purposes, as provided for in Section 4, C and D.

6. **CONSIDERATION AND FINANCIAL TERMS.**

   A. UWF will pay to School Board the sum of $500,000.00 in cash at the rate of $50,000.00 per year for ten (10) years, in arrears on July 1 of each year, beginning with FY 2006.

   B. UWF will, within the first two (2) years of this Agreement, invest approximately $200,000.00 in facility upgrades, remodeling, and technology in order to fit the Common Campus facilities for the purposes outlines in this Agreement.

   C. UWF will provide to graduates of the Okaloosa County School District ("OCSD") a total of $500,000.00 in newly developed scholarships to the University of West Florida ("University"), at the rate of $50,000.00 per year for ten (10) years, in arrears beginning in May, 2006 under the following guidelines for award:

      (i) First preference will be given to students who have successfully participated in joint academic programs of UWF and OCSD such as but not limited to CHOICE Institutes and the Engineering Studies Program and for whom this scholarship assistance is necessary in order to pursue higher education.
(ii) Students receiving scholarship must meet all admission criteria of the University, be admitted to and enrolled in the University, and, in the case of continuing scholarship assistance, maintain their academic standing as required by the University.

(iii) A W. E. Combs Scholarship Committee will be comprised of two (2) representatives of School Board, two (2) representatives of UWF, and one (1) representative of the Economic Development Council of Okaloosa County to institute and manage the scholarship program, establish criteria, and make awards to deserving students.

(iv) The $500,000.00 total scholarship support over ten (10) years is not intended to be scholarships offered but scholarships actually used. Therefore, the Committee will establish procedures to ensure that if offered scholarships are not used that alternate recipients are chosen or that unexpended amounts are carried over to the next year to be used by other recipients.

(v) It is specifically understood between UWF and School Board that the scholarship program established under this Agreement does not preclude a graduate of the Okaloosa County District, who may otherwise have applied for and received scholarship assistance from UWF under other University scholarship programs, to also receive scholarship funding under this Agreement through the W.E. Combs Scholarship Committee.

Both UWF and School Board acknowledge that there are existing UWF scholarship programs under which Okaloosa County School District students are granted scholarship funds
by UWF and/or donors of the University and its foundation which allow Okaloosa students to attend UWF. It is the specific intent of the parties to this Agreement that UWF will develop and provide an additional $500,000.00 in net new total scholarship funding, over the term of this Agreement, solely and exclusively as a part of the consideration for its use of the Common Campus facilities. UWF expressly agrees and understands, that in fulfilling its scholarship funding obligations under this Agreement, it will not include in its accounting for the total scholarship funding to be provided under this section any scholarship assistance which was already available for award to Okaloosa County School District graduates at the time that the parties entered into this Agreement.

D. Prior to occupancy by UWF, the School Board will remove any non-fixed equipment, furnishings, and supplies now present on the Property. All fixed equipment, installed systems, and building improvements now existing will remain for the period of this Agreement and any extended term.

E. At the termination of this Agreement, UWF will remove any non-fixed equipment, furnishings, and supplies owned by UWF and then present at the Common Campus. All fixed equipment, installed systems, and building improvements then existing will remain following the end of this Agreement and shall become the property of the School Board.

7. **OFFICIAL REPRESENTATIVES.** Each of the parties to this Agreement shall be responsible for providing an official representative and contact person to conduct all communications with the other party and to be responsible for the ongoing administration of this Agreement. UWF hereby designates Dr. Wesley Little or his successor, as its official representative for the purpose of administering this Agreement with the School Board. The School Board hereby designates The Assistant Superintendent for Non-Traditional Schools, Dr. Frank Fuller or his successor as appointed by the Superintendent of Schools, as its official representative, for the purpose of administering this Agreement with UWF.

8. **INSURANCE AND INDEMNITY.**

A. UWF shall exercise its privileges hereunder at its own risk and expense.
UWF and the School Board shall each carry and maintain in full force and effect throughout the term of this Agreement, either policies of comprehensive general liability insurance or a liability self-insurance program to the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended which shall provide coverage for each agencies educational operations on the Common Campus including the School Board’s alternative education program.

B. Neither UWF nor the School Board shall be responsible, liable to, or have any obligation to any third party user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.

C. Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions (referred to collectively as "negligent acts") of that party and the officers, employees, and agents thereof. If a claim is filed, the party responsible for the negligent acts will be responsible for defending the other party in the matter.

9. **LIENS.** UWF shall not make any contract or agreement for the construction, alteration, repair or maintenance on the Common Campus premises or of any improvement now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic’s or materialmen’s liens against the Common Campus premises or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations or repairs or maintenance or operation of the facility, at any time shall be or may become entitled to any lien thereon whatsoever.

10. **BREACH.** Should UWF breach any of the terms and conditions of this Agreement, then the School Board shall have the right, at its option, to immediately terminate this Agreement and to re-enter and re-take possession of the Common Campus premises and all buildings and other and fixtures and improvements located thereon.

11. **DISPUTES.** Should any dispute arise between the parties during the term of this
Agreement, the official representatives of the parties are delegated the authority and responsibility to settle such dispute within the terms of this Agreement or by proposing amendments to this Agreement, which must be approved by both parties. If a dispute cannot be settled to the satisfaction of both parties, the dispute shall be referred to the School Board, which may elect to terminate this Agreement, as provided for in Section 2.

12. ATTORNEY'S FEES AND COSTS. In any action, suit or proceeding to enforce or interpret the terms of this Agreement, or to collect any amount due hereunder, the prevailing party shall be entitled, to the extent permitted by law, reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

13. MISCELLANEOUS.

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. UWF shall keep the Common Campus premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

14. NOTICES. All notices, requests, demands, elections, consents,
approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

If to School Board:
Superintendent
Okaloosa County School District
Administration Office, 120 Lowery Place SE
Fort Walton Beach, Florida 32548

If to UWF:
Controller's Office
The University of West Florida
11000 University Parkway
Pensacola, FL 32513-5750

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

All notices required to be served upon UWF shall also be served with a copy to the General Counsel at the address of:

UWF General Counsel
11000 University Parkway
Building 10
Pensacola, FL 32514

15. **COMPLETE AGREEMENT.** This document contains the complete agreement between the parties. All negotiations, considerations, representations, and understandings between the School Board and UWF relating to the occupancy and management of the Common Campus premises are incorporated herein and may only be modified by agreement in writing.

16. **APPLICABLE LAW.** The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

17. **PARTIAL INVALIDITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity
shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

18. **HEADINGS.** The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

19. **WAIVER.** No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

**IN WITNESS WHEREOF,** the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution to this Joint Use Agreement.
JOINT USE AGREEMENT
W.E. COMBS SCHOOL

ATTEST:

By: ____________________________
   Don Gaetz
   Superintendent/Secretary

Date: July 13, 2005

THE SCHOOL BOARD
OF OKALOOSA COUNTY, FLORIDA

By: ____________________________
   Catherine S. Thigpen
   Chairman

Date: July 13, 2005

ATTEST:

By: ____________________________
   ____________________________
   Print Name: __________________
   Title: ________________________
   Date: _________________________

UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES

By: ____________________________
   ____________________________
   Print Name: __________________
   Title: ________________________
   Date: _________________________

7.08.05

APPROVED AS TO
FORM AND LEGALITY

REGINA D. JOHNSON
UNIV. ATTORNEY