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**DISTRICT BOARD OF TRUSTEES
HYBRID/ZOOM REGULAR MEETING**

**FACILITATED FROM THE IPAC
(INSTRUCTIONAL PERFORMING ARTS CENTER)**

TUESDAY, JUNE 15, 2021 - 6:00 P.M.

MINUTES

1. GENERAL FUNCTIONS

1.1 Call to Order

The meeting was called to order by Chair Pearson-Adams at 6:00 p.m.

1.2 Roll Call

Roll Call was taken and indicated the following Board members present: Ms. Marilyn Pearson-Adams, Chair, Dr. Rao Musunuru, Vice Chair, Ms. Robin Schneider, Mr. John Mitten, Dr. David Garcia, Mr. Lee Maggard and Dr. Becky Schulkowski. Dr. Timothy Beard, College President, Mr. Brian Koji, Esq., Allen Norton & Blue, P.A., and Mr. Clifford Taylor, Esq., The Hogan Law Firm, were also present.

Absent: Dr. Jeff Harrington and Student Trustee Zachary Kleisley

College administrators and staff present: Dr. Bob Bade, Dr. Stan Giannet, Dr. Melissa Harts, Mr. Brian Horn, Dr. Lisa Richardson, Mr. Imani Asukile, Mr. Darrell Clark, Mr. Tony Rivas, Ms. Melanie Waxler, Dr. Kevin O'Farrell, Dr. Amy Anderson, Dr. Ed Goolsby, Mr. Reggie Wilson, Ms. Sonia Thorn, Ms. Lucy Miller, Ms. Chiquita Henderson, Dr. Billie Gabbard, Dr. Marcia Austin, Dr. Gerene Thompson, Ms. Tennile O'Connor, Ms. Jan Scott, Ms. Carla Rossiter-Smith, Ms. Becky Shanafelt, Dr. Dennis Feltwell, Mr. Steve Winterling, Ms. Jaimie Pagels, Ms. Laura Raposa, Ms. Stacie Vasquez, Mr. Mark Tennyson, Mr. Adam Christiansen, Mr. Harold Hedrick, Mr. Matthew Neadly, Ms. Joyce Myers, and Ms. Rhonda Dodge

- 3.8 Interlocal Mutual Corporation and Cost Sharing Agreement Between Hernando County, The School Board of Hernando County, and the District Board of Trustees of Pasco-Hernando State College
Dr. Beard reviewed the Interlocal Mutual Corporation and Cost Sharing Agreement Between Hernando County, The School Board of Hernando County, and the District Board of Trustees of Pasco-Hernando State College stating this will establish a future Corporate College and joint educational, career, and workforce programs that lead to stackable educational credentials.

Mr. Mitten moved to approve Interlocal Mutual Corporation and Cost Sharing Agreement Between Hernando County, The School Board of Hernando County, and the District Board of Trustees of Pasco-Hernando State College. The motion was seconded by Mr. Maggard and unanimously approved.

- 3.9 Recommendation for District Board of Trustees Ratification of (1) Memorandum of Understanding for Faculty Compensation for 2021-2022 Academic Year, and (2) Memorandum of Understanding on COVID-19 Health Emergency for Academic Year 2021-2022

Mr. Koji provided a brief overview of the Recommendation for District Board of Trustees Ratification of (1) Memorandum of Understanding for Faculty Compensation for 2021-2022 Academic Year, and (2) Memorandum of Understanding on COVID-19 Health Emergency for Academic Year 2021-2022.

Mr. Maggard moved to approve Recommendation for District Board of Trustees Ratification of (1) Memorandum of Understanding for Faculty Compensation for 2021-2022 Academic Year, and (2) Memorandum of Understanding on COVID-19 Health Emergency for Academic Year 2021-2022. The motion was seconded by Dr. Garcia and unanimously approved.

4. FACILITIES

There were no Facilities items presented at the Board meeting.

5. FINANCIAL SERVICES

- 5.5 2020-2021 Budget Amendment Approval Request Fund 2, Current Restricted and Fund 5, Scholarships

Mr. Horn reviewed the Fiscal Year end 2020-2021 Fund 2, Current Restricted, and Fund 5, Scholarships, Budget Amendment Approval Request with Board members.

Dr. Garcia moved to approve Budget Amendment Approval Requests 2020-2021 Fund 2, Current Restricted, and Fund 5, Scholarships. The motion was seconded by Dr. Schulkowski and unanimously approved.

- 5.6 Proposed 2021-2022 College Operating Budget Executive Summary

5.6.1 Required State Operating Budget Forms

5.6.2 The Florida College System, Summary Budget Side-by-Side

**INTERLOCAL MUTUAL COOPERATION AND COST SHARING AGREEMENT
BETWEEN HERNANDO COUNTY, THE SCHOOL BOARD OF HERNANDO
COUNTY, AND THE DISTRICT BOARD OF TRUSTEES OF PASCO-HERNANDO
STATE COLLEGE**

THIS INTERLOCAL MUTUAL COOPERATION AND COST SHARING AGREEMENT ("the "Agreement") is made and entered into on the 22 day of June, 2021, by and between Hernando County, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County"), the School Board of Hernando County, whose address is 919 North Broad Street, Brooksville, Florida 34601 (the "School Board"), and the District Board of Trustees of Pasco-Hernando State College, Florida, whose address is 10230 Ridge Road, New Port Richey, Florida 34654-5199 (the "College"), regarding the construction of a shared government center campus, and the parties state:

Recitals

WHEREAS, each of the Parties plans to construct a facility that, when constructed, will advance its public mission and goals, to wit:

- A. The County plans to construct a new government center (the "Government Center") into which it will relocate its offices from the Hernando County Courthouse; and,
- B. The School Board plans to construct a new technical center (the "School Building"); and,
- C. The Board of Trustees plans to construct a corporate college (the "Corporate College") for the College to operate; and,

WHEREAS, the County owns an approximately 17.94-acre undeveloped, unaddressed parcel (the "Spring Hill Drive Parcel") that is situated on Spring Hill Drive that is adjacent to the Brooksville-Tampa Bay Regional Airport, as depicted on the boundary survey attached hereto as 00927597

Exhibit "A," and as is more fully described in the legal description attached hereto as Exhibit "B":
and,

WHEREAS, the Hernando County Board of County Commissioners (the "BOCC") understands that the construction of the School Building and the Center for Success will directly further the BOCC's stated goal of growing the County's economy by providing employers with a well-educated, trained, and robust workforce; and,

WHEREAS, in the interest of public economy, the Parties share an interest in developing a plan for the Spring Hill Drive Parcel that would allow them to co-locate the Government Center, the School Building, and the Corporate College thereon; and,

WHEREAS, the Parties acknowledge that the Spring Hill Drive Parcel is currently split-zoned in the PDP/HC (Highway Commercial) and PDP/AF (Aviation Facilities); and,

WHEREAS, the development of the Spring Hill Drive Parcel in the manner contemplated by the parties will require that it be rezoned in its entirety into either the PDP/HC (Highway Commercial) or PDP/OP (Office Professional) zoning districts, as a government office is not a permitted use within the PDP/AF (Aviation Facilities) zoning district; and,

WHEREAS, the Parties acknowledge that the development of the Spring Hill Drive Parcel as a campus upon which the Government Center, the School Building, and the Corporate College can be co-located (the "Project") will require them to hire consultants to perform such initial development tasks such as applying for a rezoning of the Spring Hill Drive Parcel to a planned development project ("PDP"), the preparation of a master plan for the Project, performing a traffic study, the performance of preliminary architectural engineering services, and (collectively, the "Initial Development Tasks");

WHEREAS, the parties intend to jointly share the master planning and common site
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development costs for the Project;

WHEREAS, the Parties also acknowledge that developing the Spring Hill Drive Parcel in this manner will necessitate them to enter into subsequent interlocal agreements, including but not limited to ground leases, common area maintenance agreements, reciprocal easements, and indemnification agreements; and,

WHEREAS, the Parties desire to enter into this Agreement in order to move forward with completing the Initial Development Tasks for the Project, and to provide a framework for the future interlocal agreements that must be entered into for the construction and subsequent operation of the Project.

NOW THEREFORE, in consideration of the promises and mutual understandings, the Parties hereby agree to the following terms and conditions:

1. Incorporation of Recitals

The above-stated recitals are incorporated into this Agreement as if fully set forth herein.

2. Definitions

As used in this Agreement:

District Board of Trustees of Pasco-Hernando State College, or the Board of Trustees, means the body corporate, created by Fla. Stat. § 1001.63, that serves as the governing body of PHSC.

Facility means a building to be constructed on the Spring Hill Drive Parcel by a party solely for that party's sole use (i.e., the Government Center, the School Building, or the Corporate College).

Hernando County means the political subdivision of the State of Florida created by, and legally described in, Fla. Stat. § 7.27.

Master Planning means the conceptual architectural and engineering, design and specifications for the entirety of the common areas by the parties, including without limitation, all

common landscaping, signage, lighting and fencing, all internal roads leading to and from the facilities and the preparation of sub-grade up to the facilities, all traffic, parking, and circulation improvements (including, without limitation, roads, bridges, walkways, and other means of transportation within, adjoining, or servicing the Spring Hill Drive Parcel and all landscaping, common area lighting and fencing related thereto);

Master Plan Approvals by each party to include the application for, and the obtainment of, the rezoning of the Spring Hill Drive Parcel.

Master Plan Conceptual Costs means all costs to develop the master plan for the rezoning of the property to common areas by all parties.

Pasco-Hernando State College, or PHSC, means the state college and educational institution that is defined by Fla. Stat. § 1000.21(3)(s), which is part of the Florida College System as that is defined by Fla. Stat. § 1001.60(2).

Project means the development of the Spring Hill Drive Parcel as a campus upon which the County will construct the Government Center, the School Board shall construct the School Building, and the Board of Trustees shall construct the Corporate College. The parties will equally share the cost of designing and constructing the Project's shared infrastructure in the common areas (roads, landscaping, lighting, master storm water system for common area).

School Board of Hernando County, or School Board, means the duly constituted school board charged with the duty to operate, control, and supervise all free public schools within the school district of Hernando County, Florida, pursuant to Fla. Const. Art. IX, § 4(b) and Fla. Stat. §§ 1001.30 and 1001.33.

Common Areas means those areas of the Spring Hill Drive Parcel shared by the parties, including without limitation, all common landscaping, signage, lighting and fencing, all internal roads

leading to and from the facilities and the preparation of sub-grade up to the facilities, all traffic, parking, and circulation improvements (including, without limitation, roads, bridges, walkways, and other means of transportation within, adjoining, or servicing the Spring Hill Drive Parcel and all landscaping, common area lighting and fencing related thereto)

3. Delegation of Authority/Relationship of Parties

The parties agree that consultant services are required to complete the Initial Development Tasks. The College shall engage, through the use of statutorily compliant public purchasing procedures, a consultant to provide master planning services for this Project and is hereby authorized on behalf of the Parties to prepare a scope of work and directly contract for the consultant services. The College shall engage the consultant to provide master planning services for the Project, as per the standard College Professional Services Agreement, to include all DOE – SREF - Safe School Design - requirements, with any applicable amendments and attachments that may be necessary. While the School Board and the Board of Trustees will not be parties to the Professional Services Agreement with the Consultant, they shall expressly be third party beneficiaries thereto. The School Board and the Board of Trustees' third-party beneficiary rights in relation to the Professional Services Agreement shall vest upon the effective date of the Professional Services Agreement.

4. Funding

Prior to proceeding with the performance of the Scope of Services, the parties must agree on maximum Master Planning funding costs. All costs will be reviewed prior to being incurred and agreed upon by all parties before proceeding. The Parties each agree to be responsible for 1/3 of the master planning costs for Project. The College will invoice both

the School Board and the County on a regular basis for their respective 1/3 reimbursement of the master planning costs resulting solely from consultant labor and architectural services for design of the Master Plan. Each of the parties may enter into subsequent cost-sharing agreements to cover any future service or labor costs relative to programmatic and operational activities.

- a. Each party shall pay for the cost of constructing its own Facility and parking lot including storm water system and utility connections on their portion of the leased land. The County will provide all utility connection locations to the Spring Hill Center Parcel to include domestic water, , live sewer system, power, fiber, and copper lines that will connect to the respective parties Facility. Each party will be responsible for permitting and inspections of their own Facility and infrastructure on their portion of the leased land.

5. Administration

The County is the Project Manager designated to administer this Agreement. The County's point of contact for purposes of this Agreement shall be as follows:

Mr. Erik Van De Boogaard
Hernando County Construction Projects Coordinator
Hernando County Administration
15470 Flight Path Dr.
Brooksville, FL 34604
evandeboogaard@co.hernando.fl.us

Mr. Brian Ragan
Director of Facilities and Construction
Hernando County School District
8016 Mobley Road
Brooksville, FL 34601
ragan_b@hcsb.k12.fl.us

Dr. Timothy L. Beard
President
Pasco-Hernando State College
10230 Ridge Road
New Port Richey, FL 34654
beardt@phsc.edu

6. Disclosure of Aviation Easement and Deed Restrictions

Each party to this Agreement acknowledges that it is aware that the Spring Hill Drive Parcel is subject to the aviation easement and deed restrictions set forth in the Deed of Release, a copy of which is attached hereto as Exhibit "C," which has been recorded in the Official Records of Hernando County, Florida at Book 3971, Pages 1499 to 1501.

7. Additional Agreements Necessary to Effectuate Project

The Parties will negotiate in good faith and endeavor to develop the following, detailed documents addressing the final scope of the Project and its development, insurance, indemnity, and all other terms necessary for the financing and construction of the Project, to wit:

A. The Parties will enter into a development agreement whereby a contractor or contractors will construct the master plan common area improvements, with each of the Parties to be responsible for 1/3 of the cost thereof.

B. The Parties will enter into a development agreement pursuant to which the County will construct, at its own expense, water, wastewater, drainage, and storm water infrastructure up to the perimeter of the Spring Hill Drive Parcel; provided, that each Party will be solely responsible for the cost of connecting their respective Facility to said infrastructure.

C. The School Board and the Board of Trustees will each enter into a lease with the County for the land upon which their respective facility will be constructed. The Parties anticipate that the ground leases will be for 99 years and will be rent free. At a minimum, the ground leases will allocate the Parties' respective responsibilities for common area maintenance, insurance levels, and mutual indemnification. Each lease will provide that they are not assignable without the County's provision, and to the extent permitted by law and as otherwise approved by the Board of Trustees and the School Board that the title to any improvements constructed on the demised premises will revert to the County at the end of the lease term. Each lease may provide the lessee with an option to increase in the size of its demised premises to allow the lessee to build an expansion to its facility. Notwithstanding the foregoing, each party will be solely be responsible for designing and constructing their respective Facility, parking lots, site lighting, and all utilities systems and connections on their portion of the leased land.

8. Effective Date, Term

The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate five years hence.

9. Interpretation

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10. Negotiations

The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this

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Agreement was drafted jointly by all parties, and no parties are entitled to the benefit any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

11. Indemnification and Governmental Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The County, the School Board, and the Board of Trustees are state agencies or political subdivisions as defined in Fla. Stat. § 768.28 and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

12. Record-Keeping and Retention

Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

13. Entire Agreement

This Agreement contains the entire agreement of the parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

14. Modification

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the parties hereto.

15. Binding Effect

This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

16. Waiver of Jury Trial

Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

17. No Third Party Beneficiaries

The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

19. Authority

The parties hereto are authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, 1000, and 1001.

20. Governing Law: Disputes

This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

21. Venue: Jurisdiction

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.

22. Headings

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

(The Remainder of this Page Has Been Intentionally Left Blank)

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

Attest:

**SCHOOL BOARD OF HERNANDO COUNTY,
FLORIDA**

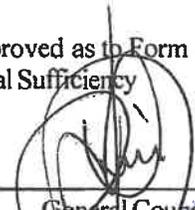


John Stratton
Ex-Officio Secretary &
Superintendent of Schools

By: 

Linda Prescott
Chairperson

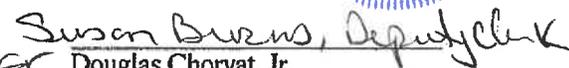
Approved as to Form and
Legal Sufficiency

By: 

General Counsel

Attest:

**HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS**



Susan Burns, Deputy Clerk
for Douglas Chorvat, Jr.
Clerk of the Court & Comptroller

By: 

John Alfocco
Chairman

Approved as to Form and
Legal Sufficiency



Deputy County Attorney

Attest:

 6/16/2021

Timothy L. Beard, Ph.D.
Secretary

**THE DISTRICT BOARD OF TRUSTEES OF
PASCO-HERNANDO STATE COLLEGE,
FLORIDA**

By:  6/16/21

Marilyn Pearson-Adams
Chair

Legal Language Approved by
PHSC Legal Counsel

Initials PAN Date: 5/27/2021