

INTERLOCAL DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION
OF INFRASTRUCTURE IMPROVEMENTS RELATED TO PLANNED
GOVERNMENT BUILDING CAMPUS ON SPRING HILL DRIVE

THIS INTERLOCAL DEVELOPMENT AGREEMENT ("the Agreement") is made and entered into on the ____ day of _____, 2023, 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 infrastructure improvements for a shared government center campus to be located on County-owned property, and the parties state:

WITNESSETH

WHEREAS, June 22, 2021, the College, School Board and the County executed an interlocal mutual cooperation agreement for the "Spring Hill Drive Parcel" whose legal description is identified within the agreement;

WHEREAS, the Parties acknowledge that developing the Spring Hill Drive Parcel necessitates 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 County segregated individual parcels and has entered into separate lease agreements with the College and School Board for construction of their buildings and the parties intend through this agreement to allow the County access to the leased properties in order to provide further common site development activities for the Project such as site clearing, gopher tortoise relocation, general landscaping and a common outdoor gathering quadrangle situated between the College and School Districts buildings;

WHEREAS, the Parties agree that all improvements provided by the County on leased parcels shall be maintained and repaired as may be required, by the College and School Board, dependent on the entities property the improvement is situated.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants, terms, and provisions contained herein, the County, the School Board, and the College agree as follows:

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.

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 College 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)

1.1 Delegation of Authority/Relationship of Parties

The parties agree that consultant services are required to complete the Development Tasks. The County shall engage, through the use of statutorily compliant public purchasing procedures, a consultant to provide design and preparation of bid document 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 County shall engage the consultant to provide services for the Project, as per the standard County Professional Services Agreement, to include all DOE – SREF - Safe School Design - requirements, with any applicable amendments and attachments that may be necessary (the “Professional Services Agreement”). While the School Board and the College will not be parties to the Professional Services Agreement with the Consultant, the Professional Services Agreement shall provide that the College and School Board are third party beneficiaries thereto. The third party beneficiary rights of the College and School Board in relation to the Professional Services Agreement shall vest upon the effective date of the Professional Services Agreement.

2. Purpose and Objectives

The Parties agree that the purpose of this Agreement is to provide additional land clearing and common area amenities to construct the onsite infrastructure for the development of the Spring Hill Drive Parcel required by the Master Plan (the “Project”).

3. Cost and Funding

3.1. All costs associated with the additional land clearing, tortoise removal and development of landscaped grounds and quadrangle between the College and the School will be paid by the County.

3.2. All improvements provided under this agreement shall be the sole responsibility of the lease holder for renewal and replacement costs.

3.3. It is agreed that each Party will allow access and coordination by the County’s design and construction teams for the work to be carried out.

4. Term

This Agreement shall commence on the date of execution by all Parties and shall terminate upon successful completion of the Project.

5. Lead Agency

The County will act as lead agency for the Project, and will be responsible for designing, bidding, and administering the construction contract, including signature authority for contractual matters.

5.1. Construction Plans. Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, FL 34601 shall prepare or cause to be prepared, construction plans for the Project. A representative from each Party shall review and approve construction plans and designs for the Project prior to the Project going out for bid. The Parties Representatives 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

Keith Braun
Executive Director
Facilities – Physical Plant Operations and Maintenance
Pasco-Hernando State College
10230 Ridge Road
New Port Richey, FL 34654
braunk@phsc.edu

5.2. Project Bidding. The County shall conduct a competitive bidding process, consistent with the statutory requirements, for the construction of

the Project. The College and School Board representatives shall approve the award of the bid prior to the County's execution of the resulting construction contract and shall be binding on their respective Boards.

5.3. Construction Inspection & Administration. The County shall perform all construction administration and field inspection work for the Government Center and Common Areas. The School Board shall perform all construction administration and field inspection work for the School Building. The College shall perform all construction administration and field inspection work for the Corporate College.

5.4. Construction Costs. The County agrees to pay for the Project Construction Costs out of the Initial Investments.

5.5. Accounting of Funds. The County shall provide a regular accounting of funds expended on the Project and provide such accounting reports to the College and the School Board. The Parties agree to regularly meet to discuss the accounting of funds and progress of the Project.

6. Cooperation

The Parties agree to diligently pursue the completion of the Project and to provide such support and assistance as necessary to accomplish completion of the Project.

7. Ownership and Joint Use

The infrastructure constructed on the Spring Hill Drive Parcel shall remain the property of the County. Each party agrees that it will continue to partner with the other Parties for the joint use, maintenance and operations of the Spring Hill Drive Parcel by separate agreement after the Project is completed.

8. 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.

9. Negotiations

The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-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 Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Binding Effect

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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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: _____
Gus Guadagnino
Chairperson

Approved as to Form and
Legal Sufficiency

By: _____
General Counsel

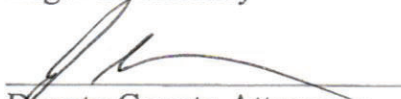
Attest:

**HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS**

Douglas Chorvat, Jr.
Clerk of the Court & Comptroller

By: _____
John Allocco
Chairman

Approved as to Form and
Legal Sufficiency

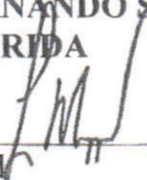


Deputy County Attorney

Attest:


Timothy L. Beard, Ph.D.
Secretary

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

By: 
Lee Maggard
Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


General Counsel