

**INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY
AND THE CITY OF NEW PORT RICHEY TO TRANSFER JURISDICTION OF A
CERTAIN PORTION OF GEORGE STREET, TO THE CITY OF NEW PORT RICHEY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between **PASCO COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the **CITY OF NEW PORT RICHEY**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements; and

WHEREAS, the COUNTY and the CITY have each identified the need for the continued maintenance of a portion of George Street, which lies within the respective boundaries of both the COUNTY and the CITY; and,

WHEREAS, the COUNTY and the CITY have jurisdiction pursuant to Section 335.0415(1), Florida Statutes, over public roads within their respective road systems; and

WHEREAS, any change of the jurisdiction of a public road after July 1, 1995, is governed by Section 335.0415, Florida Statutes; and

WHEREAS, the COUNTY and the CITY have authority pursuant to Section 335.0415(3), Florida Statutes, to transfer jurisdiction of public roads within their respective road systems by mutual agreement of the governmental entities; and

WHEREAS, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01, Florida Statutes, public roads; and

WHEREAS, the CITY desires to maintain, control, and have responsibility over a certain section of George Street, which is further described in Official Records Book 962, page 1460 of the Public Records of Pasco County, Florida, and attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Transfer of Jurisdiction of the Road.

A. Subject to Section 3 below, jurisdiction over the Road is hereby transferred to the CITY, and shall become a part of the CITY street system.

3. CITY's Jurisdiction over the Road.

A. The CITY's jurisdiction over the Road includes the authority to own (or accept dedication of), maintain, control, repair, or improve the Road, and to regulate, warn, or guide traffic on the Road, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Road, and to pay all costs associated therewith.

C. Except as set forth below, the COUNTY shall not have any further or continuing jurisdiction, rights or responsibilities with regard to the Road.

D. For the Road that is in the possession of the COUNTY by dedication, the COUNTY hereby dedicates to the CITY, and the CITY hereby accepts such right-of-way.

4. Notice. Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other, shall be deemed delivered or served or given when sent, if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope, with a copy via electronic mail, addressed to the respective parties as follows:

COUNTY: County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
pcadmin@pascocountyfl.net

CITY: City Manager
City of New Port Richey
5919 Main St.
New Port Richey, FL 34652
MannsD@cityofnewportrichey.org

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

5. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the COUNTY or the date of execution by the CITY, whichever date is later.

6. Miscellaneous.

A. This Interlocal Agreement constitutes and contains the entire agreement of the parties and shall supersede any and all prior negotiations, correspondence, undertakings, and agreements among the parties.

B. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be an original, but which taken together shall constitute one and the same instrument.

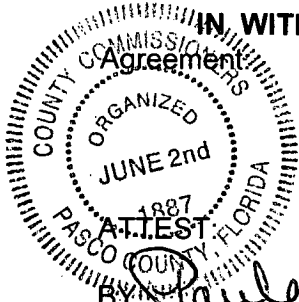
C. This Interlocal Agreement in all respects shall be governed by the laws of the State of Florida, including the State of Florida's conflicts law.

D. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement and to that end, this Interlocal Agreement is declared severable.

E. The rights, benefits, duties, and obligations of this Interlocal Agreement may not be assigned to any person or political subdivision without the expressed written permission of the non-assigning party.

7. Recording and Effective Date. This Interlocal Agreement and any subsequent modification hereto, shall be effective upon signing by both of the parties and recording with the County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Interlocal Agreement



BY Paula S. O'Neil
PAULA S. O' NEIL, Ph.D.
CLERK & COMPTROLLER

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

BY [Signature]
MIKE MOORE, CHAIRMAN
APPROVED
IN SESSION

DATE: JUL 11 2017

PASCO COUNTY
BCC

CITY OF NEW PORT RICHEY

(SEAL)

ATTEST:

JUDY MEYERS, CITY CLERK

ROB MARLOWE, MAYOR

DATE: _____

Exhibit A – George Street Legal Description

That portion of Tracts 41, 42, 45 and 48 of Tampa-Tarpons Springs Land Company Subdivision of Section 8, Township 26 South, Range 16 East as shown on plat recorded in Plat Book 1, pages 68, 69, and 70 of the public records of Pasco County, Florida, lying within 25.00 feet of the following described centerline: Commence at the Southwest corner of the Southeast $\frac{1}{4}$ section 8 and run thence South $89^{\circ} 52' 00''$ East along the South boundary of said Section 8, a distance of 1,343.45 feet to a point, said point being 25.00 feet East of the Southeast corner of Silver Oaks Hill Subdivision as shown on plat recorded in Plat Book 8, page 18 of the Public Records of Pasco County, Florida, for a Point of Beginning; thence North $0^{\circ} 15' 32''$ West parallel to and 25.00 East of the most Eastern boundary of said Silver Oaks Subdivision, 483.02 feet to an intersection with an Easterly extension of the South right-of-way line of Ridgewood Drive; thence along a curve to the left which chord bears North $10^{\circ} 26' 26''$ West, a distance of 70.71 feet, arc equals 71.08 feet and radius equals 200.00 feet; thence along a curve to the right which chord bears North $10^{\circ} 26' 26''$ West, a distance of 70.71 feet, arc equals 71.08 feet and radius equals 200.00 feet to a point on the East Boundary of Tract 48 of Tampa-Tarpon Springs Land Company Subdivision of said Section 8, thence North $0^{\circ} 15' 32''$ West along said East Boundary of said Tract 48, a distance of 403.80 feet; thence along a curve to the left which chord bears North $10^{\circ} 26' 26''$ West, a distance of 70.71 feet, arc equals 71.08 feet and radius equals 200.00 feet; thence along a curve to the right which chord bears North $10^{\circ} 26' 26''$ West, a distance of 70.71 feet, arc equals 71.08 and radius equals 200.00 feet to a point which is 25.00 feet West of the East boundary of Tract 45 of said Tampa-Tarpons Springs Land Company Subdivision of said Section 8, thence North $0^{\circ} 15' 32''$ West parallel to said East boundary of said Tract 45, a distance of 150.00 feet to a point on the North boundary of said Tract 45, same being the North boundary of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8 to Point of Terminus.