

**INTERLOCAL AGREEMENT BETWEEN  
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
AND THE CITY OF NEW PORT RICHEY FOR CERTAIN PARKING  
IMPROVEMENTS TO THE LAFAYETTE STREET PARKING LOT**

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as "Agreement") is entered into by and between the Pasco County Board of County Commissioners, (hereinafter referred to as the "County"), and the City of New Port Richey (hereinafter referred to as the "City") (hereinafter collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, Florida Statutes Chapter 163.01, the Florida Interlocal Cooperation Act of 1969, provides that local governmental units may enter into Interlocal Agreements for the purpose of making the most efficient use of their powers through cooperation and coordination; and

**WHEREAS**, the County owns certain real property on or near Lafayette Street, which is further described in Exhibit "A," attached hereto and incorporated herein (the "County Property"); said property is currently used for parking; and

**WHEREAS**, the City owns adjacent property, which is used by the City as a parking lot; and

**WHEREAS**, the City desires to redesign all of the parking areas, to increase the total number of spaces from seventy one to one hundred and two, as well as to enhance the landscaping, all at the City's sole expense; and

**WHEREAS**, the County and the City agree that it is mutually advantageous to increase the number of public parking spaces and to beautify the area with enhanced landscaping;

**NOW THEREFORE, BE IT AGREED:**

1. The foregoing whereas clauses are incorporated herein by reference and made apart hereof.
2. The County shall allow the City to use the County Property, as described in Exhibit "A," for the reconstruction, installation and use of public parking.
3. The City shall design, construct, install, maintain and repair the public parking areas at its sole cost and expense, subject to approval of the design by the County, and with a minimum of thirty parking spaces reserved for County owned vehicles. The City shall be solely responsible for obtaining any and all necessary permits.

4. The City shall restore all portions of the County Property disturbed by the construction activities to a clean and safe condition, and thereafter, the City shall maintain and repair the County Property as necessary to ensure that the County Property is kept in a clean and safe condition.

5. No payment shall be due to the County from the City, nor to the City from the County.

6. This agreement shall be for a period of five years and shall automatically renew each year, unless terminated by either party upon 90 days' written notice to the other.

7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action between the parties shall be in Pasco County, Florida for all state courts, and the Middle District Court for federal court. The parties hereby waive their right to federal court jurisdiction based on diversity.

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of Pasco County Board of County Commissioners and the City of New Port Richey, on the dates indicated below, and shall take effect upon the date of the recording of a fully executed original in the official records of the County in accordance with Section 163.01(11), Florida Statutes.



*Paula S. O'Neil*  
\_\_\_\_\_  
PAULA S. O'NEIL, Ph. D.  
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

BY *Ronald E. Oakley*  
\_\_\_\_\_  
RONALD E. OAKLEY  
Chairman

APPROVED  
IN SESSION

DATE: FEB 19 2019

PASCO COUNTY  
BCC

[signatures continue on next page]

CITY OF NEW PORT RICHEY

ATTEST:

BY \_\_\_\_\_  
JUDY MEYERS, CITY CLERK

BY \_\_\_\_\_  
ROBERT MARLOWE, MAYOR

DATE: \_\_\_\_\_

## **Exhibit "A"**

### **Parcel 1:**

Lots 12, 13 and 14 in Block 2 of AVERY AND SIMS SUBDIVISION, according to the map or plat thereof recorded in Plat Book 2, Page 30, of the public records of Pasco County, Florida.

### **LESS AND EXCEPT**

A portion of Lot 12 in Block 2 of AVERY & SIMS SUBDIVISION, according to the map or plat thereof recorded in Plat Book 2, Page 30, of the public records of Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of said Lot 12; thence along the East boundary line of said Lot 12, South 00 deg 00 min 02 sec West, a distance of 2.90 feet to the North exterior face of the Allgood Building, for a POINT OF BEGINNING; thence continue along said East boundary line of said Lot 12, South 00 deg 00 min 02 sec West, a distance of 93.00 feet to the South exterior face of said Allgood Building; thence North 89 deg 48 min 52 sec West, a distance of 0.33 feet to the Southwest corner of said Allgood Building; thence along the West exterior face of said Allgood Building, North 00 deg 11 min 08 sec East, a distance of 93.00 feet to the Northwest corner of said Allgood Building; thence along the North exterior face of said Allgood Building, South 89 deg 48 min 52 sec East, a distance of 0.03 feet to the POINT OF BEGINNING.

### **Parcel 2:**

Lots 8, 9, 10, 11 and 12 in Block 101 of the PORT RICHEY COMPANY REVISED PLAN FOR TOWN OF NEW PORT RICHEY, according to the map or plat thereof recorded in Plat Book 4, Page 49, of the public records of Pasco County, Florida.