

**EIGHTH ADDENDUM TO INTERLOCAL AGREEMENT FOR
EXPANSION AND USE OF THE NEW PORT RICHEY
WASTEWATER TREATMENT PLANT**

THIS EIGHTH ADDENDUM is made and entered into by and between the CITY OF NEW PORT RICHEY, a municipal corporation organized under the laws of Florida, acting by and through its City Council, hereinafter called "CITY," and PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY and the CITY have previously entered into an original agreement on October 9, 1984, for the joint expansion of the New Port Richey Wastewater Treatment Plant (the "Plant") in order to meet demands of future growth in Southwest Pasco County; and,

WHEREAS, the COUNTY and the CITY entered into a First Addendum Agreement on December 16, 1986, for award of bid and contract for Koblar Constructors and Engineers to construct the Phase II expansion project for a total amount of Five Million Seven Hundred Ninety-Eight Thousand and 00/100 Dollars; and,

WHEREAS, the COUNTY and the CITY entered into a Second Addendum Agreement on May 16, 1989, for design phase services and construction phase services for the engineering consultant firm of Dyer, Riddle, Mills and Precourt, Inc., to design the needed Phase III expansion project for an additional 3.0 million-gallon-per-day (mgd) wastewater treatment plant; and,

WHEREAS, the COUNTY and the CITY entered into a Third Addendum Agreement on February 6, 1990, for cost-sharing of additional engineering inspection costs incurred by CH2M Hill, Inc., Engineering Consultants, for the Phase II expansion project in the amount of Seven Thousand Seven Hundred Eleven and 95/100 Dollars; and,

WHEREAS, the COUNTY and the CITY entered into a Fourth Addendum Agreement on February 22, 1991, for cost-sharing of additional odor control equipment for the Phase III Wastewater Treatment Plant expansion project; and,

WHEREAS, the COUNTY and the CITY entered into a Fifth Addendum Agreement on April 6, 1993, for

2003-002308

04/22/03

WHEREAS, the COUNTY and the CITY entered into a Sixth Addendum Agreement on May 14, 1996, for the, design, bidding services, and construction phase services for C & D Engineering, Inc., for additional dewatering equipment; and,

WHEREAS, the CITY and the COUNTY have previously entered into an Interlocal Agreement for the design and construction of the City of New Port Richey, Phase I, Reclaimed Water System on April 26, 1994; and,

WHEREAS, the CITY and the COUNTY entered into an Interlocal Agreement on December 16, 1986, regarding the operation and maintenance of the Plant; and,

WHEREAS, the CITY and COUNTY entered into a Seventh Addendum Agreement on October 9, 2001 wherein they have agreed to develop a project to provide reject storage, including approximately 11,000,000/gallons of storage , miscellaneous yard piping, a transfer station, and the associated acquisition of land needed for the reject storage and on-site reclaimed water storage including one 2.0 mgd storage tank and appurtenances (hereinafter the "Project") to be located at or adjacent to the Plant at an anticipated cost of approximately \$4.3 million for the Project, in addition to the cost of the real property upon which said Project is to be constructed; and

WHEREAS, some issues have arisen between the CITY and the COUNTY with respect to the interpretation of the Seventh Addendum Agreement specifically with respect to the purchase of the land required for the Project as defined therein as well as additional adjacent land; and

WHEREAS, it is the intent of the CITY and the COUNTY to resolve all potential disputes regarding the acquisition and ownership of the land.

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

1. WHEREAS Clauses. The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

2. Deletion / Substitution. Section 3 in the Seventh Addendum Agreement, entitled Acquisition/Ownership of the Land, is hereby deleted in its entirety and is replaced with the following provision:

3. Acquisition/Ownership of the Land.

2003-002308

04/22/03

Land and the Additional Land shall be referred to herein as the "Land"). The legal description of the Reject Storage Facility Land is attached hereto as Exhibit A and incorporated herein by this reference, while the legal description of the Additional Land is attached hereto as Exhibit B and incorporated herein by this reference. The Project shall be constructed upon the Reject Storage Facility Land.

b. The CITY and the COUNTY mutually agree that the cost associated with acquisition of the Land will be funded sixty (60) percent by the CITY and forty (40) percent by the COUNTY as shown in the Schedule of Costs which is attached hereto as Exhibit C. Upon the closing for the purchase of the Land, the CITY and the COUNTY shall jointly own, and take title to the Land. The CITY shall perform all necessary testing, surveying and environmental assessments on the Reject Storage Facility Land. Both parties shall share the costs of obtaining and acquiring the Land, including, without limitation, costs associated with the purchasing the Land, recording fees, documentary stamp taxes, intangible taxes, title insurance fees, document preparation charges, and all other similar costs or expenses in accordance with the Schedule of Costs which is attached hereto as Exhibit C.

c. If, at some point after the execution of this Addendum, either party desires to exclusively own all or any portion of the Additional Land to construct, maintain and exclusively own and use said Additional Land for the operation of a wastewater facility, or for such other use as may be agreed upon by the parties, then the party desiring to exclusively own and use the Additional Land, or a portion thereof (the "First Party"), shall provide the other party (the "Other Party") with ninety (90) days prior written notice of its intent to exclusively own and use all or a portion of the Additional Land as well as its proposed use. During the aforesaid ninety (90) day time period, the Other Party shall determine whether or not it is in need of any portion of the Additional Land and provide written notice of its decision to the First Party. If the Other Party provides the requisite written notice within the aforesaid ninety (90) day time period objecting to the First Party's proposed acquisition or use, then within sixty (60) days from the expiration of the aforesaid ninety (90) day period, the parties

04/22/03

2003-002308

5 of 15

the aforesaid ninety (90) day time period, or provides written approval to the First Party of the First Party's intent to exclusively own and use the Additional Land, then the First Party shall make a cash payment to the other party equal to that Other Party's pro rata share of the original purchase price of Fifty-Six Thousand Seven Hundred Four and 34/100 Dollars (\$56,704.34) per acre plus a five percent (5%) annual increase in value. In other words, if the CITY desires to exclusively own and use all or a portion of the Additional Land to the exclusion of the COUNTY, the CITY shall pay to the COUNTY forty percent (40%) of the aforesaid original purchase price per acre plus a five percent (5%) annual increase in value thereof for that portion of the Additional Land desired to be exclusively owned and used by the CITY. If the COUNTY desires to exclusively own and use all or a portion of the Additional Land to the exclusion of the CITY, the COUNTY shall pay to the CITY sixty percent (60%) of the aforesaid original purchase price per acre plus a five percent (5%) per annum annual increase in value for that portion of the Additional Land desired to be exclusively owned and used by the COUNTY.

d. Upon receipt of the purchase price and interest for the Additional Land, the Other Party shall immediately convey title to the Additional Land, or the applicable portion thereof, to the First Party pursuant to a quitclaim deed, which shall thereafter be recorded in the public records of Pasco County, Florida.

3. Prior Agreements and Addendums. All the provisions of the Interlocal Agreement dated October 9, 1984; all the addendums thereto, the First through the Seventh; the Operations and Maintenance Agreement dated December 16, 1986; and the Reclaimed Water System Agreement dated April 26, 1994, not otherwise modified herein, are hereby ratified and confirmed and shall remain in full force and effect.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this

15th day of April, 2003.

(SEAL)

CITY OF NEW PORT RICHEY, FLORIDA,
A Florida Municipal Corporation

ATTEST:

BY: *Victoria McDonald*
Victoria McDonald, City Clerk

BY: *Frank Parker*
Frank Parker, Mayor-Councilman

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the City Attorney

BY: *Thomas K. Morrison*
Thomas K. Morrison, City Attorney



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL) ATTEST: BY: *Jed Pittman*
JED PITTMAN, CLERK

BY: *Theodore Schrader*
THEODORE SCHRADER, CHAIRMAN

WITNESS:

APPROVED

APR 22 2003

BY: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: *Jim M. Boyer*
ATTORNEY

EXHIBIT "A"

DESCRIPTION

REJECT STORAGE FACILITY LAND

THE NORTH 450.00 FEET OF THE WEST 640.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

All of Tract 1 and a portion of Tracts 2 and 4 of the TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 7, Township 26 South, Range 16 East; all of Tract 23 and a portion of Tract 24 of the TAMPA-TARPON SPRINGS LAND COMPANY SUBDIVISION of Section 8, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70 of the Public Records of Pasco County, Florida, all being further described as follows:

Commence at the Northwest corner of said Section 8 for a POINT OF BEGINNING; thence run along the North boundary line of said Section 8, S 89°29'32" E, a distance of 438.00 feet to the Northeast corner of said Tract 23; thence along the East boundary line of said Tract 23, S 00°21'23" W, a distance of 990.08 feet to the North boundary line of said Tract 24; thence along the North boundary line of said Tract 24, N 89°32'01" W, a distance of 105.85 feet to the Northwest corner of Parcel 24 as described in Official record Book 544, Pages 467 and 468 of the Public records of Pasco County, Florida; thence along the West boundary of said Parcel 24, S 00°03'53" W, a distance of 87.33 feet; thence parallel with the North boundary line of said Tract 24, N 89°32'01" W, a distance of 972.81 feet; thence parallel with the East boundary line of said Tract 2, N 00°22'04" E, a distance of 1,076.78 feet to the North boundary line of said Section 7; thence along the North boundary line of said Section 7, S 89°37'05" E, a distance of 640.00 feet to the POINT OF BEGINNING.

The North 25.00 feet of the above described parcel being subject to a road right-of-way.

The South 10.00 feet of the North 35.00 feet of the above described parcel being subject to an easement for drainage and/or utilities.

The above described parcel contains 6.612 acres more or less, inclusive of the areas within the road right-of-way and easements noted above.

SHEET 1 OF 2
March 25, 2003
rejectsite2