

**INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND THE CITY OF NEW PORT
RICHEY FOR THE DESIGN AND PERMITTING OF THE CR 595 (GRAND
BOULEVARD) BRIDGE OVER THE PITHLACHASCOTEE RIVER
(BRIDGE NO. 140050) REPLACEMENT PROJECT**

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 political subdivision of the State of Florida, by and through its City Council, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, PASCO COUNTY has identified the need to design and permit the replacement of the CR 595 (Grand Boulevard) Bridge over the Pithlachascotee River (Bridge No. 140050), hereinafter referred to as the "PROJECT", and the CITY has requested the COUNTY increase the elevation of the bridge replacement at the CITY's expense; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, Florida Statutes, Section 163, the COUNTY and the CITY mutually desire to enter into an Interlocal Agreement for the purpose of working together in a cooperative effort to design and permit the PROJECT in a manner that supports the CITY's request; and

WHEREAS, the CITY OF NEW PORT RICHEY will fund one hundred percent (100%) of the actual cost to design and permit the increase in the elevation of the PROJECT; and

WHEREAS, this Interlocal Agreement clearly identifies and implements an innovative and cost-effective mechanism for financing public facilities in furtherance of the State Comprehensive Plan, Section 187.201(17) A and B, Florida Statutes; and

WHEREAS, the COUNTY and the CITY working together to design and permit the PROJECT in this manner will afford a mutually beneficial public purpose to the residents of both the COUNTY and the CITY.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions herein, the COUNTY and the CITY agree as follows:

1. **WHEREAS CLAUSES**

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Interlocal Agreement.

2. **PURPOSE**

The PROJECT will be the design and permitting of the replacement of the existing four-lane divided bridge over the Pithlachascotee River (Bridge No. 140050) including the reconstruction or rehabilitation of the roadway approaches along CR 595 (Grand Boulevard) from north of Townhouse Drive to south of Riverview Drive in New Port Richey. The existing bridge is approximately 150 feet long by 70 feet wide consisting of a prestressed slab and supported concrete piles. The bridge was originally constructed circa 1957 and recent inspection reports indicate it is structurally deficient. The bridge contains four (4) 12-foot wide lanes separated by a

4-foot wide traffic separator, raised curbs, 5-foot wide sidewalks and is aligned by bridge railings. The extended pile caps support an existing 18-inch wastewater transmission main and one (1) 18-inch potable watermain. The bridge currently accommodates small recreational boats providing a 5.5-foot vertical clearance during the mean high-water tide elevation. The design will include raising the bridge 5 feet to 6 feet, which will allow larger boats to pass under the bridge. The connecting corridor on CR 595 (Grand Boulevard) transitions from four lanes (north) and three lanes (south) prior to each bridge approach, and is considered an undivided urban cross-section which has a posted speed limit of 30 MPH. The relocation of the wastewater transmission main and potable watermain will be the subject of a separate set of design plans completed by the CITY, which will be included in the future construction phase and funded by the CITY. Both the COUNTY and the CITY believe that providing for the PROJECT, as described herein, is in the best interest of the public; will assure the PROJECT is completed in a cost effective and efficient manner; and will benefit the safety and welfare of the residents of both the COUNTY and the CITY.

3. AUTHORITY FOR INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into pursuant to the authority set forth in the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, which authorizes Interlocal Agreements between local governmental units to make the most efficient use of their powers enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Each party warrants and represents to the other party that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of the respective governing body; that this Interlocal Agreement has been executed and delivered by an authorized officer of the respective governmental entity; and, that this Interlocal Agreement constitutes the legal, valid, and binding obligation of the executing governmental entity enforceable against it by the other party in accordance with its terms (except as enforceability may be limited by statutes or applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

4. OBLIGATION OF THE PARTIES

(1) The COUNTY shall select the design and permitting consultant for the PROJECT utilizing the County's standard consultant selection procedures.

(2) It is agreed that, at such time as the PROJECT is deemed completed by the COUNTY and any modifications directed by the COUNTY and the CITY have been incorporated into the PROJECT, a Notice of Completion for the PROJECT shall be provided to the CITY by the COUNTY.

(3) Should the COUNTY and the CITY not be able to mutually agree on the completion of the PROJECT or should the Interlocal Agreement terminate as provided in Section 7 hereunder, both the COUNTY and the CITY reserve the right to move forward to complete the PROJECT.

5. PAYMENT

(1) The Total Estimated PROJECT Cost is five hundred fifty thousand dollars and zero cents (\$550,000.00).

(2) Based on an engineer's cost estimate, the COUNTY's total estimated share of the PROJECT cost is four hundred fifty thousand dollars and zero cents (\$450,000.00), and the CITY'S total estimated share of the cost to design and permit the increase in the elevation of the bridge is one hundred thousand dollars and zero cents (\$100,000.00) ("Project Cost Estimate"). The CITY has agreed to pay one hundred percent (100%) of the design and permitting costs to increase the elevation of the bridge, as such costs are determined by the County's selected design consultant.

(3) The COUNTY will notify the CITY if the final selected consultant quote for the PROJECT exceeds the Project Cost Estimate, or if the CITY'S share of the cost exceeds one hundred thousand dollar and zero cents (\$100,000.00). Within ten (10) days of such notice the CITY may elect to notify the COUNTY of its intent to terminate this Interlocal Agreement as provided in Section 7. Absent such notice within the timeframe specified, the CITY'S agreement to the CITY'S share of the cost in the final selected consultant quote will be presumed and the PROJECT will proceed. Upon the COUNTY'S award of the PROJECT, the CITY will be obligated to compensate the COUNTY for the cost to design and permit the increase to the elevation of the bridge in the following manner:

- a. A payment in the amount of fifty thousand dollars and zero cents (\$50,000.00) will be due and payable to the COUNTY within thirty (30) days of the award of the design and permitting contract for the PROJECT; and
- b. The COUNTY will submit an invoice to the CITY for the final payment of the amount owed for the actual cost to design and permit the increase to the elevation of the bridge. This payment will be due and payable to the COUNTY within thirty (30) days of notification by the County Engineer or his/her designee of the completion of the Design Plans.

(4) The County will ensure that the CITY is notified of any proposed change order(s) and be provided with details/justification for any increased cost for the design and permitting of the increase in elevation of the bridge prior to processing any proposed PROJECT change order(s) that will result in an increase of more than ten percent (10%) of the contract award amount, or that will result in an increase of more than ten percent (10%) of the CITY'S share of the costs. The CITY shall provide any objections in writing with regards to the proposed Change Order within seven (7) days of such notification from the COUNTY or agreement will be presumed. Should the COUNTY and the CITY not be able to reach a mutual agreement with respect to change orders after the issuance of a Notice to Proceed for the PROJECT, or elect to terminate this Agreement prior to completion of the PROJECT, then the CITY agrees to pay the costs incurred by the COUNTY for Work relating to the design and permitting of the increase in the elevation of the bridge, up to and until the date of written notice from the CITY of its election to terminate its participation in the completion of the PROJECT. Any such payment shall become due and payable to the COUNTY within forty-five (45) calendar days after the date of the CITY'S receipt of the COUNTY'S request for payment. Should the CITY make such election, the COUNTY reserves the right to modify the scope of the PROJECT, as deemed necessary by the COUNTY.

6. **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, if mailed in any general or branch of the United States Post Office, enclosed in a registered or certified envelope addressed to the respective parties as follows:

PASCO COUNTY: Dan Biles
Pasco County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 350
New Port Richey, FL 34654

CITY OF NEW PORT RICHEY: Debbie L. Manns
City Manager
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

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

7. **TERMINATION**

Except as otherwise provided in Section 5.4 above, either party to this Interlocal Agreement may cancel the same, upon the provision of thirty (30) days written notice, advising the other party of its intent to cancel the Interlocal Agreement. Unless otherwise mutually agreed upon by the parties, said termination shall be effective thirty (30) days after receipt of the written notice. Should the CITY elect to terminate this Interlocal Agreement after the PROJECT has commenced, the CITY shall remain liable for reimbursing the COUNTY for all costs related to the design and permitting of the increase in the elevation of the bridge through the effective date of the notice of termination.

8. **MISCELLANEOUS**

(1) All provisions of this Interlocal Agreement, including the "Whereas" clauses, are material provisions of this Interlocal Agreement and are incorporated herein by reference.

(2) In the event of any material default of this Interlocal Agreement, the defaulting party hereby agrees to specifically perform the obligations that party has undertaken in this Interlocal Agreement.

(3) This Interlocal Agreement constitutes and contains the entire agreement between the parties with respect to the PROJECT and shall supersede any and all prior negotiations, correspondence, undertakings, and agreements among the parties with respect to the PROJECT. Further, this Interlocal Agreement may not be changed orally, but only by a written Interlocal Agreement duly executed by the COUNTY and the CITY.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) In the event that the performance of this Interlocal Agreement is prevented or interrupted by consequence of an act of God, or the public enemy, or national emergency, allocation or other state or federal governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake or other casualty or disaster or catastrophe, unforeseeable failure or break down of pumping transmission or other facilities, governmental rule or acts or orders or restrictions or regulations or requirements (except those of the COUNTY or CITY), acts or actions of any government, public or governmental authority, commission or board, agency or agent or official (except those of the COUNTY or CITY), or judgment or restraining order or injunction of any court ("Force Majeure Event"), then said party whose performance is impaired shall not be liable for such non-performance during the Force Majeure Event, and the time of performance shall be extended for the duration of the Force Majeure Event, provided that such party is diligently attempting to perform.

9. RECORDING AND EFFECTIVE DATE

This Interlocal Agreement and any subsequent modification hereto, shall be effective upon the signing by both of the parties and recording with the PASCO COUNTY Clerk of the Court, as provided by Section 163.01(11), Florida Statutes and shall continue until June 30, 2023, or the date of the COUNTY'S receipt of final payment from the CITY for the costs associated with the design and permitting of the increase in elevation to the bridge, as provided herein, whichever is later.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have caused this Interlocal Agreement to be duly executed the day and year last written below.

BY: _____
Robert Marlowe, Mayor
City of New Port Richey

BY: _____
Ronald E. Oakley, Chairman
Board of County Commissioners
Pasco County

DATE: _____

DATE: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

BY: _____
Clerk and Comptroller
City of New Port Richey

BY: _____
Nikki Alvarez-Sowles, Esq.
Pasco County Clerk and Comptroller

DATE: _____

DATE: _____

BY: _____
Legal Review
City of New Port Richey

DATE: _____