

**INTERLOCAL AGREEMENT BETWEEN
PASCO COUNTY AND HERNANDO COUNTY**

WHEREAS, the County of Pasco (hereafter referred to as “PASCO”), the County of Hernando (hereafter referred to as “HERNANDO”), and hereinafter referred to individually as “Party,” and collectively as the “Parties,” enter into this Interlocal Agreement (Agreement) to memorialize the agreement between the parties with respect to the planned construction of the roadway segment known to all parties as County Line Road from East of Landings Boulevard to West of Shady Hills Road/Mariner Boulevard, and County Line Road from East of Shady Hills Road/Mariner Boulevard to West of the Suncoast Parkway. This project is shown in attachment 1; and

WHEREAS, PASCO and HERNANDO are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens; and

WHEREAS, PASCO and HERNANDO by and through a shared interest propose to widen County Line Road from a two-lane typical section roadway to a four-lane typical section roadway consistent with the previously constructed segments from US 19 to East of Landings Boulevard, the Intersection at Shady Hills Road/Mariner Boulevard, and the Ayers Extension from West of Suncoast Parkway to US 41; and

WHEREAS, the Florida Department of Transportation (Department) has determined through the completion of a Project Development and Environment (PD&E) Study that widening of County Line Road is mutually beneficial for the Department, PASCO and HERNANDO; and

WHEREAS, HERNANDO and PASCO intend to approach the Department after July 01, 2023 about a jurisdictional transfer of County Line Road and ask the Department to take over ownership of County Line Road; and

WHEREAS, the project will be supported and assisted by the Pasco Board of County Commissioners (PASCO BOCC) and Hernando Board of County Commissioners (HERNANDO BOCC), Pasco County Metropolitan Planning Organization (Pasco MPO), and Hernando-Citrus County Metropolitan Planning Organization (Hernando-Citrus MPO), by providing county owned Right Of Way to the Department so that the Department may widen County Line Road from East of Landings Boulevard to West of Shady Hills Road/Mariner Boulevard, and County Line Road from East of Shady Hills Road/Mariner Boulevard to West of the Suncoast Parkway; and

WHEREAS, the timetable for construction of County Line Road widening is unknown at this time, and continued coordination will be required by all parties through future interlocal agreements, or amendment(s) to this interlocal agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein and the benefits which will accrue to the parties hereto, the following is understood and agreed to by and between the parties:

- A. **Recitals**. The recitals set forth above are incorporated in and made part of this Agreement.

- B. **Term**. The effective date of this Agreement shall be the date the last of the parties records the Agreement pursuant to Section 163.01(11), Florida Statutes ("Effective Date"). This Agreement will expire if its terms are not carried out within ten (10) years from the date of execution. Prior to expiration, the parties may agree to extend the timeframe for fulfillment of the terms by letter agreement.

- C. **Project Purpose**. To widen County Line Road from a two-lane typical section roadway to a four-lane typical section roadway consistent with the previously constructed segments from US 19 to East of Landings Boulevard, the Intersection at Shady Hills Road/Mariner Boulevard, and the Ayers Extension from West of Suncoast Parkway to US 41.

- D. **Joint Project Commitments**.
 - 1. The Department, PASCO and HERNANDO shall each convey the necessary right-of-way for County Line Road that is currently owned by each entity, or that will be owned by each entity through PASCO or HERNANDO required developer/landowner dedications, in a manner that allows the project to be eligible to use state grant funds and federal funds. Any right-of-way conveyances shall be in accordance with FDOT's approved design plans for the project.
 - 2. All parties intend to coordinate on all utility conflicts. Pursuant to Sections 337.403 and 337.404, Florida Statutes, the owners of the utilities will be responsible for the cost of any required utility relocations.

E. **Hernando and Pasco County Commitments**.

HERNANDO and PASCO will provide the Department with all right-of-way documentation and proof of property ownership along the corridor that currently belongs to each respective

county, or that will be owned by each respective county through required developer/landowner dedications.

F. **Stakeholder Participation.**

1. The Department shall manage any additional required right of way acquisition, design, and construction of the project, subject to HERNANDO and PASCO's respective obligations set forth in this Agreement. The Department's signature on this Agreement is for the limited purpose of acknowledging the foregoing obligation of the Department.
2. The project will be endorsed and prioritized in the top five (5) roadway projects of the Pasco and Hernando-Citrus MPO's respective List of Project Priorities and shall remain prioritized in the top five (5) roadway projects until construction has begun. The project will be included in the Cost Feasible Plan of the Pasco and Hernando-Citrus MPO's Long Range Transportation Plans. The Pasco and Hernando-Citrus MPO's signatures on this Agreement are for the limited purpose of acknowledging the foregoing obligation of the MPOs.

G. **Termination.**

This Agreement or any renewal of this Agreement may be cancelled or terminated by mutual written consent of the parties. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other actions as may be reasonably required to carry out the intent of this Agreement.

- H. **Amendments/Modification.** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity by all parties.
- I. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties without the prior written consent of the other party.
- J. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

- K. **Public Records Law.** The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.
- L. **Notices.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted below or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

Jeff Rogers, County Administrator
Hernando County Board of County Commissioners
15470 Flight Path Drive
Brooksville, Florida 34604

Michael Carballa
Pasco County Administrator
West Pasco Government Center
8731 Citizens Drive, Suite 350
New Port Richey, Florida 34654

Ruthie Davis Schlabach, Hernando/Citrus MPO Chairman
Hernando/Citrus Metropolitan Planning Organization
1661 Blaise Drive
Brooksville, Florida 34601

Matt Murphy, Pasco MPO Chairman
Pasco County Metropolitan Planning Organization
8731 Citizens Drive, Suite 320
New Port Richey, Florida 34654

David Gwynn, P.E., District Seven Secretary
Florida Department of Transportation
11201 N. McKinley Drive
Tampa, Florida 33612

- M. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- N. **Jurisdiction and Venue**. The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement initiated by Pasco County shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement and initiated by Pasco County will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Venue for any dispute, claim or action arising out of, or related to, this Agreement initiated by Hernando County shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement initiated by Hernando County will be filed and heard in Pasco County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. To the extent permitted by law, the parties in this Agreement agree to and do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Interlocal Agreement on the day and year set forth next to their signatures below.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____
Nikki Alvarez-Sowles
Clerk & Comptroller

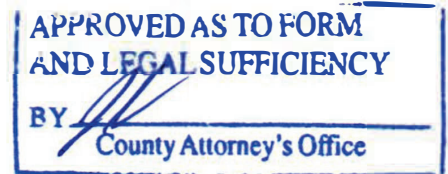
By: _____
Jack Mariano, Chair
Date: _____

Attest:

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

By: _____
Douglas Chorvat, Jr.
Clerk & Comptroller

By: _____
John Allocco, Chair
Date: _____



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (For the limited purpose set forth in Section F. of this Agreement)

By: _____
Printed Name: _____
Printed Title: _____
Date: _____

FDOT Legal Review:

By: _____
Printed Name: _____

Attest:

HERNANDO/CITRUS MPO
(For the limited purpose set forth in Section F. of this Agreement)

By: _____
Douglas Chorvat, Jr.
Clerk & Comptroller

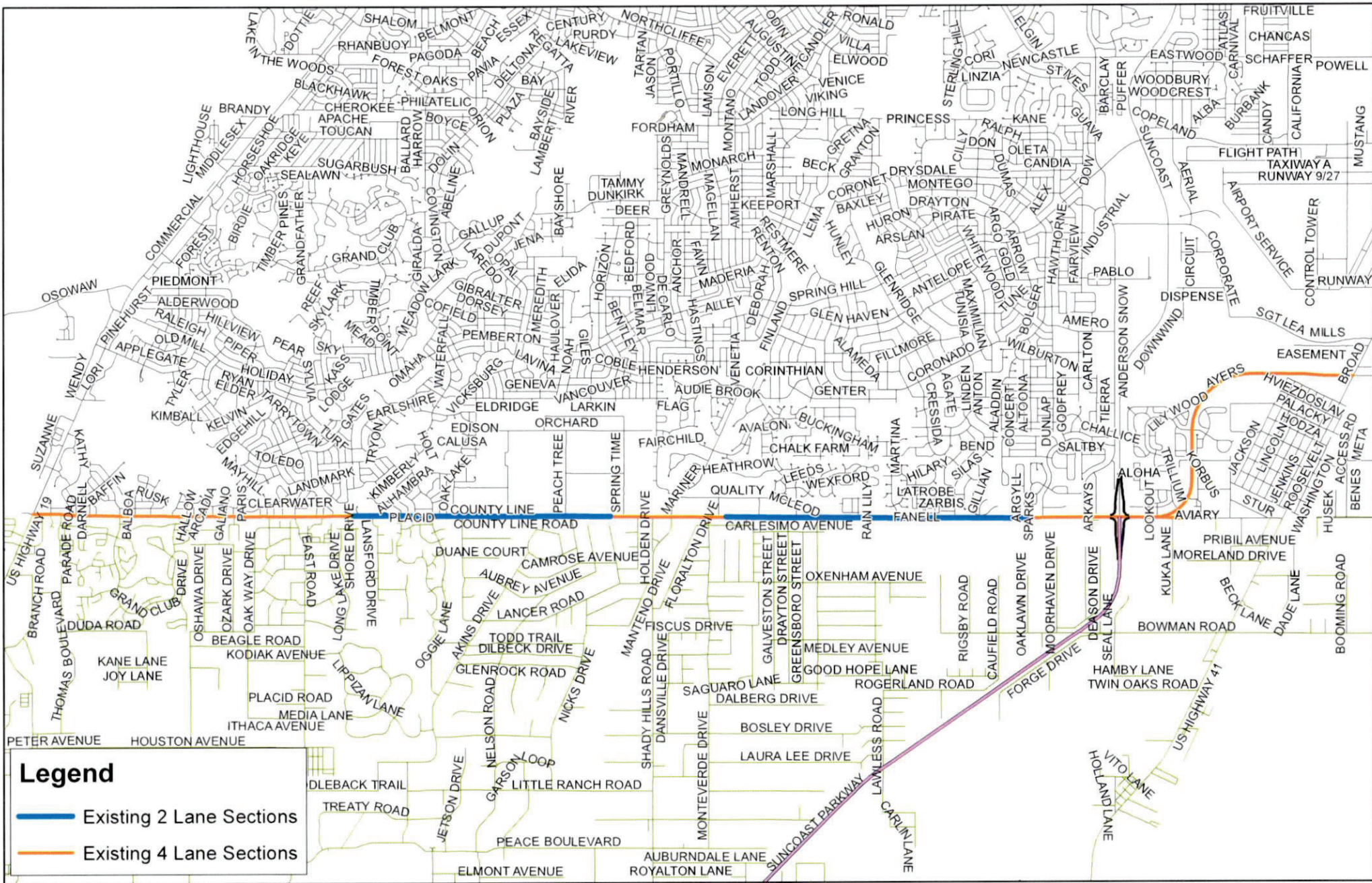
By: _____
Ruthie Davis Schlabach, Chair
Date: _____

Attest:

PASCO COUNTY MPO
(For the limited purpose set forth in Section F. of this Agreement)

By: _____
Nikki Alvarez-Sowles
Clerk & Comptroller

By: _____
Matt Murphy, Chair
Date: _____



COUNTY LINE ROAD

Current Lane Configurations

Attachment 1

Scale - Not To Scale
 Mapped by - Dept. of Public Works/Engineering Div.
 Map Date - 4/6/2021



Hermando County Geographic Information System (GIS)
 Standard Legal Disclaimer

"The information in this database or as represented upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily official, and may or may not reflect the most recent changes. Accordingly, use of this information is at the user's own risk, and Hermando County hereby disclaims any liability for claims, damages, injury, or loss of any kind based upon use of, or reliance upon, the information herein for any purpose whatsoever."

