

**AMENDED AND RESTATED
INTERLOCAL WHOLESALE WASTEWATER AGREEMENT**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "PASCO," and Hernando County, Water and Sewer District, a body corporate and politic, by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "DISTRICT."

W I T N E S S E T H:

WHEREAS, the parties own, maintain, and operate independent sanitary sewer systems for the collection and treatment of domestic wastewater for residential and commercial customers within their respective service area boundaries; and

WHEREAS, PASCO has requested DISTRICT to provide wholesale wastewater service to PASCO on an interim basis for the benefit of customers located within the PASCO wastewater system along County Line Road until such time PASCO extends its wastewater system and wastewater service is made available to the properties along County Line Road; and,

WHEREAS, the DISTRICT owns, operates, maintains and operates a countywide wastewater collection, treatment and disposal system (hereinafter referred to as the "DISTRICT's Wastewater System") within the boundaries of Hernando County, Florida; and

WHEREAS, the Pasco Sewer System does not furnish wastewater collection or treatment services within the area of Pasco County adjacent to and south of County Line Road, as more particularly depicted on Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Pasco Service Area"); and

WHEREAS, Hernando County has enacted the Hernando County Industrial Pretreatment Ordinance, codified as Chapter 28-243, Article VI, Division 2, Hernando County Code of

Ordinances, as amended, which establishes uniform requirements for all users of the DISTRICT's Wastewater System; and

WHEREAS, PASCO and DISTRICT entered into an Interlocal Wholesale Wastewater Agreement dated June 27, 2017 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for DISTRICT to furnish wastewater services to certain real property located within the boundaries of the Pasco Service Area; and

WHEREAS, by letter dated May 25, 2022, Hernando County provided written notice to PASCO of Hernando County's intent to terminate the Original Agreement; and

WHEREAS, PASCO has requested that the DISTRICT provide wholesale wastewater service to PASCO on an interim basis for the benefit of property located within the boundaries of the Pasco Service Area until such time as PASCO extends the PASCO Sewer System to provide wastewater service to said property; and

WHEREAS, subject to the conditions and limitations set forth herein, the DISTRICT is willing to provide wholesale wastewater services to PASCO on an interim basis until such time that PASCO extends its wastewater facilities and PASCO wastewater service is made available to the properties in North Pasco County along County Line Road as shown in Exhibit A; and

WHEREAS, the parties now wish to amend and restate their agreement for wholesale wastewater services; and,

WHEREAS, CUSTOMER shall mean the county requesting service and SERVICE PROVIDER shall mean the county providing service; and,

WHEREAS, Chapter 163, Florida Statutes authorizes public entities to enter into cooperative agreements for public purposes.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this agreement and of the mutual covenants and conditions set forth herein, the SERVICE PROVIDER and CUSTOMER intending to be legally bound thereby, agree as follows:

Section I. Whereas Clauses.

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

Section II. Purpose.

It is the purpose and intent of this agreement to furnish wastewater services to certain real property located within the boundaries of the Pasco Service Area and to provide for assurances of timely payment to the SERVICE PROVIDER of all charges legally assessable under this agreement to compensate the SERVICE PROVIDER for those costs incurred in the provision of such service by the SERVICE PROVIDER including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section III. Wholesale Wastewater Service.

A. All existing and proposed developments within the boundaries of the Pasco Service area are subject to the conditions and limitations set forth in this agreement. The SERVICE PROVIDER agrees to accept for treatment and disposal wastewater from CUSTOMER as a wholesale customer and CUSTOMER agrees to provide wastewater to the SERVICE PROVIDER which CUSTOMER shall collect through Pasco's Sewer System from the property located within the Pasco Service Area. The CUSTOMER shall be responsible for making all actual connections of its wastewater systems to the SERVICE PROVIDER wastewater system, including the construction of, and dedication of required easements for the metering facilities at each point of connection between the two wastewater systems (hereinafter "Point of Connection"), which shall mean the point at which CUSTOMER connects to SERVICE PROVIDER's existing system. The location, spacing, and type of each connection to the SERVICE PROVIDER wastewater system shall be approved, in writing, by the SERVICE PROVIDER's Administrator for

Utilities Services, equivalent, or that person's designee (hereinafter referred to as the "SERVICE PROVIDER staff") prior to the time the work is performed. Such work within CUSTOMER County may be supervised and directed by the SERVICE PROVIDER staff and shall meet all applicable State and SERVICE PROVIDER standards. It shall be the responsibility of the CUSTOMER to furnish proof from its Administrator for Utilities Services, equivalent, or that person's designee (hereinafter referred to as the "CUSTOMER staff") to the SERVICE PROVIDER staff that all equipment and materials furnished meet applicable State and SERVICE PROVIDER standards. Any deviation must be approved in writing by the SERVICE PROVIDER staff. The CUSTOMER shall furnish and install, as part of its connection to the SERVICE PROVIDER wastewater system, an appropriate metering device and appurtenant equipment (hereinafter collectively referred to the "metering facility") meeting SERVICE PROVIDER specifications at a mutually approved location. Each Point of Connection to the SERVICE PROVIDER wastewater system shall include a metering facility and CUSTOMER shall provide a spare meter for use by SERVICE PROVIDER to facilitate meter calibration activities. All meters and connections to the SERVICE PROVIDER's Wastewater System shall be installed by CUSTOMER in compliance with the SERVICE PROVIDER's engineering standards and shall be subject to inspection by the SERVICE PROVIDER. It shall be the responsibility of the CUSTOMER to pay all costs associated with the purchase and installation of such metering facilities, including but not limited to, the acquisition of any easements, permits, or approvals necessary for construction and all associated fees, operation, and maintenance.

B. The SERVICE PROVIDER shall own, operate, and maintain each metering facility and all facilities and appurtenances located between each metering facility and Point of Connection. The SERVICE PROVIDER shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the SERVICE PROVIDER wastewater system. The CUSTOMER shall also be provided reasonable access to

each metering facility for testing and reading purposes, provided a 48-hour (2 business days) notice is given to SERVICE PROVIDER.

C. The CUSTOMER shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all facilities located upstream of each metering facility. However, if both parties agree that it is necessary to locate a metering facility in Pasco County, the CUSTOMER shall be responsible for all costs associated with the repair or replacement of the facilities located between the metering facility and the Point of Connection (i.e., crossings of County Line Road).

D. WASTEWATER QUALITY. The quality of sewage received by the SERVICE PROVIDER from the CUSTOMER pursuant to this Agreement shall always be domestic strength in accordance with the waste parameters as adopted by the SERVICE PROVIDER in all then (from time-to-time) applicable Ordinances, including the Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently enacted or amended, applicable, to the SERVICE PROVIDER's Wastewater System. The SERVICE PROVIDER shall have the right to test CUSTOMER'S wastewater discharge at the CUSTOMER'S pump stations for all pollutants as determined by the SERVICE PROVIDER.

E. The SERVICE PROVIDER shall own and maintain in accordance with applicable laws and regulations, solely at its own expense, all mains, lines, pumps and the other facilities necessary to receive and transport the wastewater to be treated pursuant to this Agreement from the Point of Connection to the SERVICE PROVIDER's wastewater system.

F. The maintenance to be performed by the SERVICE PROVIDER and the CUSTOMER shall be performed in such a manner as is necessary to meet the standards prescribed by applicable regulatory agencies and to maintain the facilities at the Point of

Connection at a level of performance, maintenance and repair which will not adversely affect existing customers of either the CUSTOMER or the SERVICE PROVIDER.

Section IV. Capacity Allocation.

A. This Agreement only relates to providing service to the Pasco Service Area delineated on Exhibit A of this Agreement (the "Service Area"). The CUSTOMER will apply in writing to the SERVICE PROVIDER for each new connection for wastewater treatment service. Once the SERVICE PROVIDER has deemed the application complete, the SERVICE PROVIDER will respond within 30 days approving or denying the request. The SERVICE PROVIDER reserves the right to deny a request based on the SERVICE PROVIDER's current or projected capacity through the term of this agreement. If approved, the amount of capacity to be reserved will be mutually established between the CUSTOMER staff and SERVICE PROVIDER staff and subsequently approved through a Letter of Commitment or equivalent instrument from the SERVICE PROVIDER based on each CUSTOMER connection under consideration. The "Contracted Capacity" shall be defined as the sum total of reserved capacity approved by the SERVICE PROVIDER throughout the term of this Agreement. In the event that the three (3) month average wastewater flow from the CUSTOMER's Service Area as metered at the Point of Connection exceeds the Contracted Capacity, the amount of wastewater flow above the Contracted Capacity is defined as Excess Flow and may be subject to additional charges. The additional charges for Excess Flow are being imposed upon the CUSTOMER to discourage it from using the SERVICE PROVIDER's wastewater capacity that has not been reserved by CUSTOMER by agreement and which may have been previously allocated to other CUSTOMERS of the SERVICE PROVIDER. The excess service charge for the portion of flow defined as Excess Flow shall be one hundred fifty percent (150%) of the then current fees being charged for wastewater treatment service by the SERVICE PROVIDER. If CUSTOMER's needs for capacity change it may request additional capacity. The SERVICE PROVIDER reserves the

right to deny individual requests based on the SERVICE PROVIDER's current or projected availability of capacity through the term of this Agreement

B. **Meter Reading and Payments.** The SERVICE PROVIDER will invoice the CUSTOMER on a monthly basis in accordance with meter readings taken. The CUSTOMER shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the SERVICE PROVIDER, in the event that the payment is not made within forty-five (45) days after receipt of the invoice, the CUSTOMER agrees to pay interest or penalties as established from time to time in the SERVICE PROVIDER's utility system service regulations on any delinquent balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this agreement entitling the SERVICE PROVIDER to those remedies set forth in the default section.

C. The SERVICE PROVIDER will calibrate each meter on an annual basis and provide copies of test results to the CUSTOMER. In the event the CUSTOMER staff disputes the accuracy of any meter reading, it must notify the SERVICE PROVIDER within thirty (30) days of receipt of an invoice. All meter readings not disputed within thirty (30) days of receipt by the CUSTOMER are final and not subject to dispute. In the event the CUSTOMER staff disputes the billing, it shall still pay the amount billed by the SERVICE PROVIDER. If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then the CUSTOMER will be reimbursed or credited for any difference within forty-five (45) days of such determination. CUSTOMER shall have the right, with forty-eight (48) hour notice to SERVICE PROVIDER, to have the meter tested for accuracy at its own expense. If the CUSTOMER demonstrates that the SERVICE PROVIDER meter is not working properly, then the SERVICE PROVIDER shall be responsible for the cost of testing, repair, or replacement. In the event of any unresolved dispute concerning the meter's performance or accuracy, the parties

agree to mutually select an independent testing company qualified to perform appropriate tests upon the meter. The decision of this mutually selected testing company as to the meter's performance or accuracy shall be binding upon the parties. In the event the meter is determined to be accurate within the manufacturer's range of tolerance, then the cost of testing shall be paid by the CUSTOMER. If the meter is determined to be inaccurate and outside the range of tolerances, then the SERVICE PROVIDER shall pay for the cost of testing.

D. **SERVICE RATES AND FEES.** The CUSTOMER agrees to pay the SERVICE PROVIDER as per its approved service rates in effect at the time of billing as established by the SERVICE PROVIDER Board of County Commissioners for wholesale wastewater service. DISTRICT currently does not have an approved Wholesale Wastewater User Rate and until a wholesale rate structure has been approved by the DISTRICT's Board of County Commissioners, SERVICE PROVIDER shall charge the CUSTOMER its existing commercial class rate. This approved rate structure will be applied to the agreement and reflect updates as approved by DISTRICT's Board of County Commissioners.

E. Capacity Reservation Charge: CUSTOMER agrees to pay a supplemental volumetric charge in the amount of \$3.81 per 1000 gallons of wastewater metered in addition to the Service Rates and Fees, in lieu of a connection or impact fee. The CUSTOMER shall provide the SERVICE PROVIDER quarterly reports identifying new service connections and Upgraded Service Connections made during each fiscal quarter by no later than April 30, July 31, October 31, and January 31 of each fiscal year. The SERVICE PROVIDER shall have the right to request and receive from the CUSTOMER documentary support to substantiate the new service connection or Upgraded Service Connection information provided in such report, at no cost to the SERVICE PROVIDER. The SERVICE PROVIDER further shall have the right to audit the CUSTOMER's books and records associated with such new service connections and Upgraded Service Connections subject to this Agreement, including the right to retain an

independent third party to conduct such audit, at the SERVICE PROVIDER's expense. The CUSTOMER shall cooperate with the SERVICE PROVIDER or its third-party designee in the performance of such audit.

Section V. Customer Obligations.

Public Water and Wastewater Systems:

- A. The CUSTOMER shall be responsible, at its expense:
 - 1. For constructing all facilities up to and including the Point of Connection and dedicating required easements.
 - 2. For furnishing and installing all lines, valves, and other facilities and appurtenances necessary to tap into or make connection with the SERVICE PROVIDER wastewater system.
 - 3. For arranging the performance of all investigations and testing required to place said connection equipment into service.
 - 4. For conveying all such equipment to the SERVICE PROVIDER for ownership, operation, and maintenance along with sufficient interests in real property necessary to perform such operation and maintenance. Any materials and equipment dedicated to the SERVICE PROVIDER shall be warranted by the CUSTOMER for a period of eighteen (18) months from the date of acceptance.
 - 5. For operating and maintaining all such connection equipment installed on the CUSTOMER side.

B. The CUSTOMER shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of the CUSTOMER water and wastewater systems.

C. The SERVICE PROVIDER shall have the same responsibility as to its water and wastewater systems.

Section VI. Compliance with Regulations and Laws.

A. **ADMINISTRATIVE REGULATIONS.** It is understood and agreed that the SERVICE PROVIDER's acceptance of wastewater as set forth in this Agreement is subject to the rules, regulations orders and permits of the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection and the SERVICE PROVIDER's ability to accept wastewater under this Agreement is so governed. The SERVICE PROVIDER's and CUSTOMER shall comply with all applicable rules, regulations, orders and permits of the U.S. Environmental Permitting Agency and the Florida Department of Environmental Protection.

B. **COMPLIANCE WITH LAWS.** CUSTOMER shall comply with all applicable federal, state and local laws, rules, regulations, orders, permits and standards within the Pasco Service Area served by the CUSTOMER's Sewer System extending beyond the meters and connections to the SERVICE PROVIDER's Wastewater System. Such federal, state and local requirements shall include, but not be limited to the Clean Water Act (33 U.S. Code § 1251, et seq.), General Pretreatment Regulations (Chapter 62.625, F.A.C.), and Hernando County Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances), as amended, and operating permit conditions applicable to the SERVICE PROVIDER's Wastewater System.

C. **WASTEWATER TREATMENT REGULATIONS.** Throughout the term of this Agreement and any renewal of this Agreement, CUSTOMER shall take appropriate action, including enactment, amendment, approval, adoption, implementation and enforcement of ordinances, resolutions and regulations, to ensure that all users of the Pasco Sewer System comply with the Hernando County Wastewater Pretreatment Ordinance (Chapter 28-243, Article VI, Division 2, Hernando County Code of Ordinances) and all other regulations, as subsequently

enacted or amended, applicable to the SERVICE PROVIDER's Wastewater System. CUSTOMER shall require all users of the SERVICE PROVIDER's Wastewater System to comply with the requirements specified in section 28, Hernando County Code of Ordinances, as amended. CUSTOMER shall further require all significant (customers subject to pre-treatment requirements) users of the SERVICE PROVIDER's Wastewater System and, if determined necessary by the SERVICE PROVIDER, any other users of the SERVICE PROVIDER's Wastewater System to obtain wastewater discharge permits from the SERVICE PROVIDER in accordance with sections 28-243, Hernando County Code of Ordinances, as amended. The CUSTOMER shall require the installation of grease interceptors at all food service establishment locations, including but not limited to, restaurants, convenience stores, nursing homes, hospitals, churches, and clubs, where any food is prepared by cooking on premises.

Section VII. General Provisions.

A. **NOTICES.** These conditions are binding upon the successors and assignees of the parties hereto. Whenever one party gives notice to the other party concerning any of the provisions of this agreement, such notice shall be given by certified mail, return receipt required. The notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received).

Notices shall be addressed as follows:

PASCO COUNTY: Assistant County Administrator (Public Infrastructure)
 Utilities Administration Building
 19420 Central Blvd.
 Land O' Lakes, FL 34637-7006

DISTRICT: Hernando County Water and Sewer District
 C/O Director, Hernando County Utilities Department
 15365 Cortez Blvd.
 Brooksville, FL 34613

With Copy to: County Administrator
 15470 Flight Path Drive

Brooksville, Florida 34604

These addresses may be changed by giving notice as provided for in this paragraph.

B. **DEFAULT.** If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement and does not cure the default within thirty (30) days after the date of a written notice from the non-defaulting party specifying the nature of the default, then either party may demand mandatory mediation of the dispute. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto.

C. **TERMINATION.** This Agreement or any renewal of this Agreement may be cancelled or terminated by mutual written consent of the parties. This Agreement or any renewal of this Agreement shall be cancelled or terminated as of the date set forth in CUSTOMER's notice required by Section VIII.E. below that CUSTOMER extends the Pasco Sewer System to provide permanent wastewater collection and treatment service to the Pasco Service Area. Upon cancellation or termination of this Agreement, the flow meters and connection points to the SERVICE PROVIDER's Wastewater System shall be closed and sealed.

Section VIII. Miscellaneous Provisions.

A. **FORCE MAJEURE.** In the event the parties' performance of this Agreement, other than the payment of money, is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation, or other 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 breakdown of pumping, transmission, or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the SERVICE PROVIDER, or public or governmental

authority, commission, board, agency, official, or officer, or judgment or a restraining order or injunction of any court, the party shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that the party is diligently attempting to perform.

B. 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.

C. **PASCO SERVICE AREA.** This Agreement shall not be considered an obligation on the part of the SERVICE PROVIDER to perform in any way other than as indicated herein. The SERVICE PROVIDER shall not be obligated under the terms of this agreement to provide water and wastewater services to the CUSTOMER from areas outside of its service area or areas which are not serviced by the CUSTOMER unless the SERVICE PROVIDER staff issues written notification that it does not object to such additional service. CUSTOMER shall not collect, accept, transfer or purchase wastewater from any real property located outside the boundaries of the Pasco Service Area for treatment and disposal by the SERVICE PROVIDER's Wastewater System. CUSTOMER shall not purchase, provide, furnish, transfer or sell wastewater reserve capacity in the SERVICE PROVIDER's Wastewater System for, to or on behalf of any other governmental jurisdiction. It is understood that this is not an agreement between the SERVICE PROVIDER and any wastewater customers of CUSTOMER. Nothing in this Agreement shall be construed to convey to CUSTOMER any ownership interest in any portion of the assets of the SERVICE PROVIDER's Wastewater System, including collection, storage, treatment or disposal facilities. This Agreement shall be binding upon the heirs, representatives, and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives, and assigns of the

party. However, this Agreement shall not be assigned by the CUSTOMER without the express permission of the SERVICE PROVIDER; however, such consent shall not be unreasonably withheld by the SERVICE PROVIDER.

D. **TERM.** This Agreement shall remain in full force and effect for ten (10) years (“Initial Term”), commencing on the date of execution by both parties of this Agreement, unless terminated as provided in Paragraph VII(c) above. The parties agree that not less than five (5) years prior to the expiration of the Initial Term of this agreement, or expiration of any renewal term, both parties shall jointly review the Agreement for purposes of considering the status of CUSTOMER’s Sewer Service Extension, the advisability of extending, altering, modifying or discontinuing the Agreement. Absent an agreement between the parties to renew or extend this Agreement, it shall be the responsibility of CUSTOMER to directly supply wastewater collection and treatment services within the Pasco County Service Area covered by this Agreement. CUSTOMER shall be responsible for all costs to disconnect, reconstruct, modify, or remove any SERVICE PROVIDER facilities no longer needed following termination of this Agreement. Upon physical disconnection and payment of all outstanding fees and charges, this agreement will terminate.

E. SERVICE PROVIDER is willing to provide wholesale wastewater service to PASCO for property within the Pasco Service Area on an interim basis pending extension of the PASCO Sewer System to said property. CUSTOMER shall provide written notice to SERVICE PROVIDER of the date CUSTOMER will begin to provide permanent wastewater collection and treatment services to any properties subject to this Agreement prior to expiration. CUSTOMER shall begin design of infrastructure extending their services to properties subject to this Agreement within five (5) years of expiration and shall begin construction of extending services to properties subject to this Agreement within three (3) years of expiration. CUSTOMER shall provide notice to SERVICE PROVIDER when design and construction of their infrastructure

is initiated. If CUSTOMER does not provide notice or extend service per the terms of this agreement, the SERVICE PROVIDER may seek compensation in the form of an Additional Charge for the recovery of capital costs, operating and maintenance costs and administrative costs. The SERVICE PROVIDER shall have the right to adjust the additional charge at the beginning of each new fiscal year thereafter, provided SERVICE PROVIDER gives a ninety (90) days' notice of such new charges and written justification for any increase. This paragraph is not intended to replace any other legal or available equitable remedies under Florida law but is in addition thereto. Notwithstanding the foregoing, CUSTOMER's failure to design, construct, and extend the CUSTOMER's sewer system for their service area prior to this agreement expiring, may be considered a material default under the terms of this agreement.

F. **NO ASSIGNMENT.** Neither party shall assign this Agreement or any rights or duties under this Agreement to any other party.

G. **NO WAIVER.** The failure of either party to insist at any time upon the strict performance of covenant or agreement or to exercise any option, right, power or remedy contained in in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, not shall any endorsement or statement on any check or any letter accompanying any check for payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or pursue any other remedy provided by law.

H. **JOINT PREPARATION.** Each party acknowledges that it has played an equal role in drafting this agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be construed against or in favor of either party.

I. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute or action arising out of this Agreement shall be located in a civil court of competent jurisdiction in Pasco County or Hernando County, Florida. Each party, for itself and its successors and assigns, expressly and knowingly waives all rights to trial by jury in any claim, action, litigation, proceeding or counterclaim arising out of this Agreement. Each party shall be solely responsible for its own attorneys' fees and costs in any lawsuit, dispute, action, claim, demand or other proceedings concerning this Agreement or the subject matter hereof.

J. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

K. **MISCELLANEOUS.** Upon its effectiveness, this Interlocal Agreement will supersede and replace the June 27, 2017, Wholesale Wastewater Agreement between the parties. This Agreement constitutes the complete agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. This Agreement may not be changed orally, but only by an instrument in writing, approved and executed by the SERVICE PROVIDER and CUSTOMER with the same formality as this document, and filed with the Clerk of the Court in each county. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this Agreement or the paragraphs or provisions herein.

L. This Interlocal Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and

pursuant to an appropriate motion, resolution, or ordinance of each participating jurisdiction. This Interlocal Agreement, or any amendment thereto, shall be deemed effective upon the date of execution by each authorized representative and filing with the clerk of the circuit court of Pasco County, Florida and with the clerk of the circuit court of Hernando County, as required by Section 163.01(11), Florida Statutes.

M. **NO RECORDING.** This Agreement shall NOT be recorded in the Public Records of Pasco County or Hernando County, Florida.

IN WITNESS WHEREOF, the County respectively, have caused this Interlocal Agreement to be executed, by and through their duly authorized representatives, on the date indicated below.

(SEAL)

**PASCO COUNTY, FLORIDA
(CUSTOMER)**

ATTEST:

NIKKI ALVAREZ-SOWLES, ESQ.
PASCO COUNTY CLERK & COMPTROLLER

JACK MARIANO, CHAIRMAN

Date: _____

**[HERNANDO COUNTY WATER AND SEWER DISTRICT SIGNATURE ON THE
FOLLOWING PAGE]**

IN WITNESS WHEREOF, the District hereto have executed this Interlocal Agreement,
by and through their duly authorized representatives, on the respective date below.

**DISTRICT
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA, AS THE
GOVERNING BOARD OF THE HERNANDO
COUNTY WATER AND SEWER DISTRICT
(SERVICE PROVIDER)**

By: _____

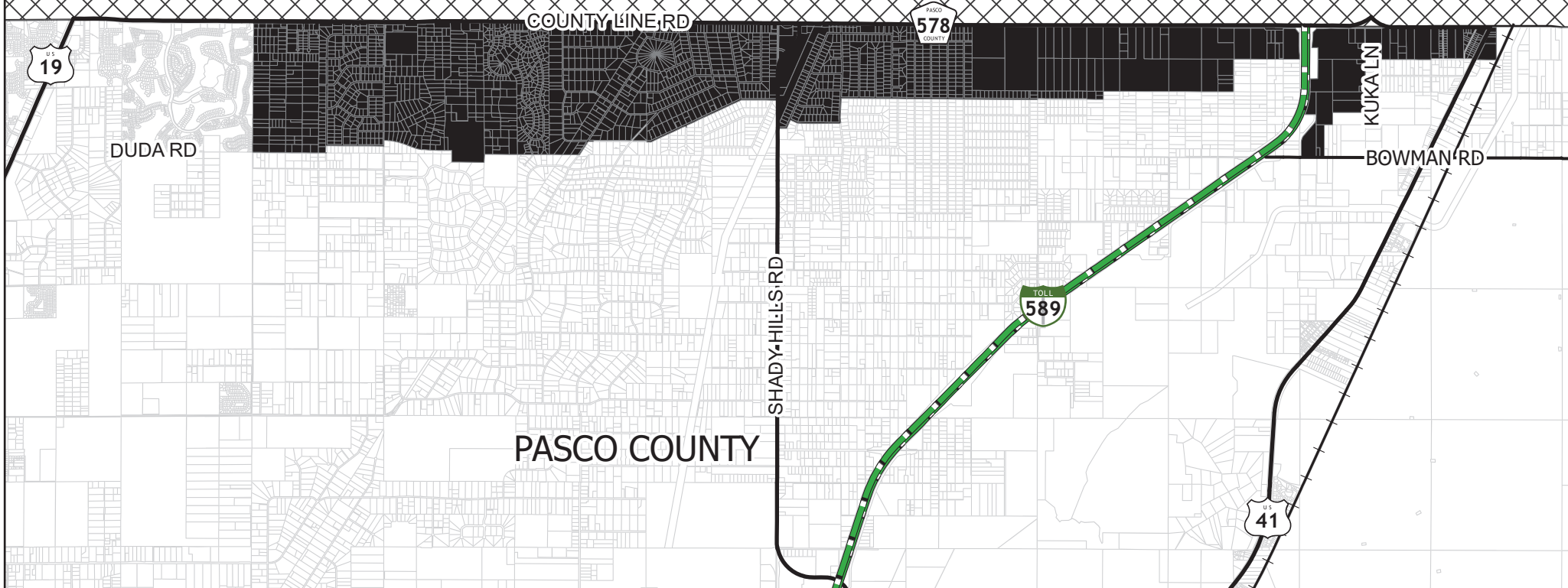
Date: _____

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

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HERNANDO COUNTY



COUNTY LINE RD

578
PASCO COUNTY

19

DUDA RD

KUKA LN

BOWMAN RD

SHADY-HILLS RD

TOLL
589

PASCO COUNTY

41



| | | | | | |
|--|-----------------------|--|----------------|--|-----------|
| | Service Area Boundary | | Arterial Road | | Toll Road |
| | Parcels | | Collector Road | | Railroad |

This map is for informational purposes only. The data contained herein is not collected under the supervision of, or approved by, a licensed surveyor. It is not intended for any legal use. The data does not meet the minimum technical standards under the Florida Administrative Code 61G17-6. The Pasco County Board of County Commissioners does not accept any responsibility for errors or omissions of any kind contained in the data herein. All products and derivations from the data contained herein must retain this disclaimer.

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| Pasco Hernando Interlocal Sewer Agreement Map (Districts 1 and 5) | | |
| Date Exported: 10/27/2022 4:05 PM Created By: TSU/IAK | | |
| Pasco County, Florida Utilities Administration Office 19420 Central Blvd. Land O' Lakes, FL 34637 | | |