



## Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>. \_\_\_\_\_

Meeting Date December 13, 2022

☐ Consent Section

☒ Regular Section

☐ Public Hearing

Subject: Interlocal Bulk Water and Wastewater Agreement with Pasco County for the Two Rivers Development Project

Department Name: Water Resources

Contact Person: George Cassady

Contact Phone: 813-319-2009

Sign-Off Approvals:

*George B. Cassady*

12/09/2022

Assistant County Administrator

Date

Department Director

Date

Management and Budget – Approved as to Financial Impact Accuracy

Date

County Attorney – Approved as to Legal Sufficiency

Date

Staff's Recommended Board Motion:

Approve the Interlocal Bulk Water and Wastewater Agreement with Pasco County for the Two Rivers development project providing for the purchase of bulk potable water and wastewater services by Hillsborough County from Pasco County to serve Hillsborough County utility customers in the Two Rivers development.

Approval of this item will not increase or decrease any County departmental budgets. All costs associated with the extension of utility lines to serve the Two Rivers development will be borne by the developer.

Financial Impact Statement:

Approval of this item will not increase or decrease any County departmental budgets. All costs associated with the extension of utility lines to serve the Two Rivers development will be borne by the developer.

Background:

The Two Rivers development consists of approximately 1,948 acres and has approved a planned development zoning, approved in 2008, that permits 972 residential units, 45,000 square feet of neighborhood commercial uses, private equestrian facilities, trails and a private golf course. It is located on the west side of US Highway 301 and borders Pasco County on the north.

The development was approved in accordance with the Planned Environmental Community – ½ Comprehensive Plan future land use category (PEC ½). The intent of PEC ½ is to provide transitional and uses and to expand Regional Resource protections on privately owned property, which in the for the Two Rivers development is the Hillsborough River. Consistent with this intent, the Two Rivers development is required to be served by a central wastewater and potable water system provided by either Hillsborough County or the City of Tampa.

Due to the location of the site, neither the County nor the City or Tampa have lines proximate to the Two Rivers development that could be reasonably extended to serve the development. To address this situation, the County has negotiated with Pasco County to purchase bulk potable water and wastewater services which will be used by the County to serve County utility customers within the Two Rivers development. This proposal will be at no net cost to the County as all costs associated with the extension of utility lines to serve the Two Rivers development will be borne by the developer and the cost of the purchased potable water and wastewater service will be covered in the utility service rates.

List Attachments: Interlocal Agreement



**INTERLOCAL BULK WATER AND WASTEWATER AGREEMENT FOR  
THE TWO RIVERS DEVELOPMENT PROJECT**

**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 HILLSBOROUGH 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 "HILLSBOROUGH."

**W I T N E S S E T H:**

**WHEREAS**, the proposed Two Rivers mixed-use development, hereinafter referred to as "PROJECT," is located in portions of HILLSBOROUGH and PASCO, as shown on Exhibit A which is the portion of the project located in Hillsborough, attached hereto and incorporated by reference; and

**WHEREAS**, PASCO has existing water and wastewater facilities in the vicinity of the proposed PROJECT which can be extended to Hillsborough for purposes of providing bulk water and wastewater service; and

**WHEREAS**, HILLSBOUROUGH does not have existing water or wastewater facilities that can be readily or economically extended to serve those portions of the PROJECT within HILLSBOUROUGH; and

**WHEREAS**, the portion of the PROJECT in HILLSBOROUGH is required to receive potable water service and wastewater service from either Hillsborough County or the City of Tampa pursuant to the HILLSBOROUGH zoning conditions for the PROJECT (RZ 07-1838 as modified by PRS 21-1277); and

**WHEREAS**, HILSBOROUGH has requested PASCO to provide bulk water and wastewater service for the benefit of potential new customers in the HILLSBOROUGH portion of the PROJECT; 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, HILSBOROUGH and PASCO 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.**

This agreement is only for bulk potable water and bulk wastewater services to Hillsborough to facilitate provision of potable water service and wastewater service for the PROJECT. It is the purpose and intent of this agreement to make regional public water and wastewater services from PASCO available to Hillsborough to serve the portions of the proposed PROJECT located in HILLSBOROUGH and to provide for assurances of timely payment to PASCO of all charges legally assessable under this agreement to compensate PASCO for those costs incurred in the provision of such service by PASCO 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. Bulk Water and Wastewater Service.**

A. Subject to the conditions and limitations set forth in this agreement, PASCO shall provide bulk potable water and bulk wastewater services to HILLSBOROUGH.

HILLSBOROUGH shall be responsible for making all actual connections of its water and wastewater systems to PASCO's water and wastewater systems, including the construction of, and dedication of required easements for, the metering facilities at each point of connection, which shall mean the point at which HILLSBOROUGH connects to PASCO's existing system. The location, spacing, and type of each connection to PASCO's water and wastewater system shall be approved, in writing, by PASCO's Utility Director, or that person's designee (hereinafter referred to as the "PASCO staff") prior to the time the work is performed. Any PASCO water or wastewater facilities that extend into HILLSBOROUGH, prior to the metering facilities, may be inspected by the PASCO and HILLSBOROUGH staff and shall meet all applicable State, PASCO, and HILLSBOROUGH standards. It shall be the responsibility of HILLSBOROUGH to furnish proof from its Administrator for Utilities Services, or that person's designee (hereinafter referred to as the "HILLSBOROUGH staff") to the PASCO staff that all equipment and materials furnished meet applicable State, PASCO, and HILLSBOROUGH standards. Any deviation for water or wastewater facilities that will be dedicated by HILLSBOROUGH to PASCO, must be approved in writing by the PASCO staff.

(1) HILLSBOROUGH shall furnish and install, as part of its connection to PASCO's water and wastewater systems, appropriate metering devices meeting PASCO's specifications at each approved point of connection to those systems for the purposes of determining the amount of water and wastewater services being provided by PASCO pursuant to this agreement. It shall be the responsibility of HILLSBOROUGH to pay all costs associated with the purchase and installation of such meters and connections. PASCO shall own, operate, and maintain the meters, and PASCO shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of PASCO's water

and wastewater systems. HILLSBOROUGH shall also be provided reasonable access to the meters for testing and reading purposes.

(2) Meter Reading and Payments: PASCO will invoice HILLSBOROUGH monthly in accordance with meter readings taken. HILLSBOROUGH shall make payments based upon the meter readings within forty-five (45) days after receipt of the invoice. In the event payment is not made within forty-five (45) days after receipt of the invoice, HILLSBOROUGH agrees to pay interest or penalties on the outstanding balance until paid in full as set forth in PASCO's utility system service regulations, and as amended from time to time by the PASCO Board of County Commissioners. 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 PASCO to those remedies set forth in the default section including, but not limited to, disconnection of service.

(3) In the event HILLSBOROUGH staff disputes the accuracy of any meter reading, it must notify PASCO within fifteen (15) days following receipt of an invoice and request a calibration test of the meter with the disputed reading. All meter readings not disputed within fifteen (15) days of receipt by HILLSBOROUGH are final and not subject to dispute. In the event HILLSBOROUGH staff disputes the billing, it shall still pay the amount billed by PASCO unless the error is self-evident or obvious when compared to typical average usage and/or historical flows.

(4) If it is subsequently determined, in accordance with the procedure specified below, that the billing is in error, then HILLSBOROUGH will be reimbursed or credited for any difference within forty-five (45) days of such

determination. If HILLSBOROUGH staff demonstrates that PASCO's meter is not working properly, then PASCO 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 HILLSBOROUGH. If the meter is determined to be inaccurate and outside the range of tolerances, then PASCO shall pay for the cost of testing.

B. Monthly Bulk Consumption Rate: HILLSBOROUGH agrees to pay PASCO at the current consumption rate per thousand gallons established for PASCO's bulk water and wastewater services. PASCO's bulk consumption rates effective during fiscal year 2023 (October 1, 2022, through September 30, 2023) for water and wastewater are \$4.00 and \$6.08, respectively, per one thousand gallons. Either bulk consumption rate, including any or all components thereof, may be adjusted upward or downward by PASCO's Board of County Commissioners from time to time in accordance with PASCO'S rate-setting procedure. PASCO agrees that any increase in the bulk water and/or wastewater rate chargeable to HILLSBOROUGH shall not take effect until PASCO has provided HILLSBOROUGH with at least ninety (90) days' written notice of the increase.

C. Bulk Capital Recovery Surcharge: HILLSBOROUGH agrees to pay PASCO the current capital recovery surcharge per thousand gallons established for PASCO's bulk water and wastewater service. PASCO's bulk capital recovery surcharges effective during fiscal year 2023 (October 1, 2022, through September 30, 2023) for water and wastewater are \$0.68 and \$1.00, respectively per one thousand gallons. Either surcharge, including any or all

components thereof, may be adjusted upward or downward by PASCO'S Board of County Commissioners from time to time for all such bulk customers in accordance with PASCO's rate-setting procedure. PASCO agrees that any increase in the bulk water and/or wastewater surcharge applicable to HILLSBOROUGH shall not take effect until PASCO has provided HILLSBOROUGH with at least ninety (90) days' written notice of the increase. These capital recovery surcharges shall no longer be charged by PASCO after the twenty-fifth anniversary of the start of service under this agreement and no additional connection fee or capital recovery surcharge shall be collected by PASCO under this agreement or any extension of this agreement.

D. Service Commitment: The total annual deliveries for bulk water and wastewater service under this agreement is estimated at three hundred thousand (300,000) gallons per day on an average annual basis. Upon approval by the Board of County Commissioners, HILLSBOROUGH shall apply to PASCO for water and/or wastewater services upon each occasion that such services are initially desired for the portion or phase of the PROJECT within HILLSBOROUGH. The application shall identify the number of gallons of service required from PASCO. The quantity of service approved by PASCO for each such application shall constitute a reservation of capacity in the pertinent PASCO utility system(s) until either the reservation is released by HILLSBOROUGH, or this agreement terminates. PASCO shall use its best efforts to provide the water and wastewater capacity needed by HILLSBOROUGH to service its customers. However, PASCO shall not be liable in damages to HILLSBOROUGH as a result of its inability to provide water and/or wastewater services pursuant to this agreement when such inability is attributable to equipment failure, regulatory restrictions, or uncontrollable circumstances and the customers of HILLSBOROUGH are being affected and treated in a similar manner as customers of PASCO.

E. Public Water and Wastewater Systems: HILLSBOROUGH shall be responsible, at its expense:



(1) For furnishing and installing all lines, valves, and other facilities and appurtenances necessary to tap into or make connections with PASCO's water and wastewater systems.

(2) For arranging the performance of all investigations and testing required to place said connection equipment into service.

(3) For conveying all such connection lines, valves, equipment, and metering facilities to PASCO for ownership, operation, and maintenance along with sufficient interests in real property necessary to perform such operation and maintenance.

(4) For operating and maintaining all equipment, facilities, and appurtenances installed on HILLSBOROUGH's side of the meter.

(5) For abandoning any connections with PASCO at the county line upon termination of this bulk service agreement.

F. Permits: HILLSBOROUGH shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of HILLSBOROUGH's water and wastewater systems. PASCO shall have the same responsibility as to its water and wastewater systems.

#### **Section IV. Notice/No Waiver.**

A. 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: Utilities Director  
Pasco County  
Utilities Administration Building  
19420 Central Blvd.  
Land O' Lakes, FL 34637-7006

HILLSBOROUGH COUNTY: Water Resources Director  
Hillsborough County  
Water Resources Department  
925 E. Twiggs Street  
Tampa, FL 33602

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

B. No waiver of breach of any of the terms of this agreement shall be construed to be a waiver of any succeeding breach.

#### **Section V. 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 this agreement, at the option of the non-defaulting party, shall terminate. In the event PASCO elects to terminate pursuant to this section, such termination shall include the cessation of bulk water and wastewater services. Neither party shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. 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. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this agreement without the necessity for any written notice to HILLSBOROUGH.

## **Section VI. Miscellaneous Provisions.**

A. 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 PASCO, or public or governmental authority, commissioner, 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. This agreement shall not be considered an obligation on the part of PASCO to perform in any way other than as indicated herein. PASCO shall not be obligated under the terms of this agreement to provide bulk water and wastewater services to HILLSBOROUGH that exceeds three-hundred thousand (300,000) gallons per day on an average annual basis or to serve areas outside of the PROJECT area unless PASCO staff issues written notification that it does not object to such additional service.

D. 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 HILLSBOROUGH without the express permission of PASCO.

E. Term: This agreement shall have a term of twenty-five (25) years commencing on the date of execution of this agreement. Upon approval of PASCO, HILLSBOROUGH shall have the right to renew this agreement for an additional twenty-five (25) years. HILLSBOROUGH shall notify PASCO within six (6) months prior to the expiration of the initial term of the decision to renew and PASCO agrees that its approval of such renewal shall not be unreasonably withheld. In the event that HILLSBOROUGH is able to provide bulk water and wastewater services to the Project prior to the expiration term of this agreement, HILLSBOROUGH shall provide PASCO with two (2) years notice of its intent to terminate this agreement and PASCO agrees to terminate this agreement without cost or penalty to HILLSBOROUGH.

F. In the event any section, sentence, clause, or provision of this agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.

G. 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. 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.

H. The Clerk of the Board of County Commissioners for HILLSBOROUGH and PASCO are hereby authorized and directed after approval by the respective governing bodies of HILLSBOROUGH and PASCO and the execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this agreement with the Clerks of the Circuit

Court of Hillsborough County and Pasco County for recording in the public records as required by Section 163.01(11) Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have hereunto placed their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

BOARD OF PASCO COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

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

\_\_\_\_\_  
JACK MARIANO, CHAIRMAN

CINDY STUART, CLERK  
OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF HILLSBOROUGH COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOCC BOARD DATE .



Exhibit "A"

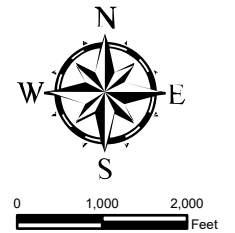


# ZONING MAP

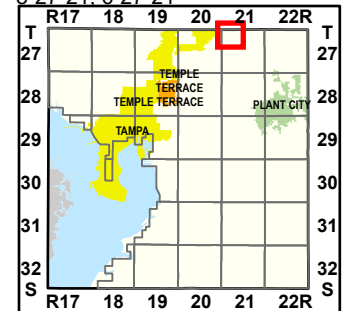
**PRS 21-1277**

Folio: 79965.0000, 79967.0000,  
79970.0000, 79974.0000,  
79966.0000, 79962.0000, 79981.0000

- APPLICATION SITE
- ZONING BOUNDARY
- PARCELS
- S SCHOOLS
- P PARKS



STR: 4-27-21, 5-27-21, 7-27-21, 9-27-21,  
8-27-21, 6-27-21



NOTE: Every reasonable effort has been made to assure the accuracy of this map. Hillsborough County does not assume any liability arising from use of this map.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

SOURCE: This map has been prepared for the inventory of real property found within Hillsborough County and is compiled from recorded deeds, plats, and other public records; it has been based on BEST AVAILABLE data.

Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map.

Date: 09/15/2021 Path: G:\ZONING\GIS\Data\Zoning\_Map.aprx

Produced By : Development Services Department

