
**INTERLOCAL AGREEMENT BETWEEN CITY OF BROOKSVILLE
AND HERNANDO COUNTY FOR LEASE OF FIRE STATION FACILITY**

THIS INTERLOCAL AGREEMENT (the “Lease”) is made and entered into this ____ day of _____, 2025, by and between: CITY OF BROOKSVILLE, a Florida municipal corporation (the “Landlord” or the “City”), and HERNANDO COUNTY, a political subdivision of the State of Florida (the “Tenant” or the “County”).

WHEREAS, the City owns the real property and improvements located at 85 Veterans Avenue, Brooksville, Florida 34601(the “Premises”), commonly known as the Brooksville Fire Station; and,

WHEREAS, the County desires to lease the Premises to operate fire rescue services pursuant to that certain Interlocal Agreement Between the City of Brooksville and Hernando County Regarding Consolidation of Fire Rescue Services dated _____, 2025 (the “Consolidation Agreement”); and,

WHEREAS, the Parties wish to resolve all outstanding issues related to the existing City-County Cohabitation Agreement in this Lease; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Consolidation Agreement, the Parties agree as follows:

ARTICLE 1. LEASE OF PREMISES

1.1 Leased Premises: The City hereby leases to the County, and the County hereby leases from the City, the Premises described above, together with all buildings, improvements, fixtures, and appurtenances, for the sole purpose of operating fire rescue services.

1.2 Commencement and Term: The term of this Lease shall commence on October 1, 2025 and continue for the duration of the Consolidation Agreement, unless earlier terminated as provided herein. The Lease may be renewed by mutual written agreement.

ARTICLE 2. RENT AND UTILITIES

2.1 FY 2025/2026: Rent shall be \$1.00. The City-County Cohabitation Agreement shall terminate at the end of this fiscal year, with neither party owing any further obligation to the other.

2.2 FY 2026/2027 and Each Subsequent Year: Rent shall be calculated at the rate of Fifteen Dollars and Zero Cents (\$15.00) per square foot for approximately 7,158 square feet comprising the main station, and Twelve Dollars and Zero Cents (\$12.00) per square foot for approximately 5,000 square feet comprising the four-bay warehouse located at the rear of the property, for a total annual rent of One Hundred Sixty-Seven Thousand Three Hundred Seventy Dollars (\$167,370.00). Square footages are derived from the Hernando County Property Appraiser records. Commencing with Fiscal Year 2027/2028, and for each fiscal year thereafter, the annual rent shall be increased to reflect inflation, such adjustment to be calculated in accordance with the Consumer Price Index published by the United States Bureau of Labor Statistics (utilizing the Federal CPI Inflation Calculator available at https://www.bls.gov/data/inflation_calculator.htm).

2.3 Utilities: The County shall be responsible for all utilities, including but not limited to electricity, water, sewer, telephone, internet, and trash removal.

ARTICLE 3. MAINTENANCE AND REPAIRS

3.1 County Responsibilities: The County shall maintain the Premises in good order and repair, including the interior and routine upkeep.

3.2 City Responsibilities: The City shall be responsible for structural repairs, and the generator, as well as the building and roof, unless damage is caused by County negligence or willful misconduct.

ARTICLE 4. COHABITATION AGREEMENT RESOLUTION

4.1 Resolution of Outstanding Issues: Execution of this Lease constitutes full and final settlement of all outstanding obligations, disputes, and operational matters under the prior City-County Cohabitation Agreement. Upon execution, that agreement is terminated and superseded.

ARTICLE 5. ALTERATIONS AND IMPROVEMENTS

5.1 Alterations: The County may make non-structural alterations, additions, or improvements to the Premises at its own expense without City consent, provided such changes do not diminish the value of the property. Structural changes require prior written City approval.

5.2 Ownership of Improvements: All improvements shall become the property of the City upon Lease termination, unless otherwise agreed in writing.

ARTICLE 6. INSURANCE AND LIABILITY

6.1 Insurance: The County shall maintain property and liability insurance on the Premises in amounts consistent with other County-owned fire stations. The City shall be named as an additionally named insured as to the policy of insurance covering the Premises.

6.2 Liability: To the extent permitted by law, each Party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

ARTICLE 7. TERMINATION

7.1 Termination: The Parties acknowledge that this Lease shall automatically terminate upon the termination of the Consolidation Agreement.

7.2 Termination for Cause: Either Party may terminate this Lease for material breach by the other Party after providing written notice and a reasonable opportunity to cure which shall be no less than ninety (90) days.

7.3 Termination Without Cause: This Lease may be terminated without cause by mutual written agreement of the Parties.

7.4 Effect of Termination: Upon termination, the County shall vacate the Premises and return possession to the City in good condition, reasonable wear and tear excepted.

ARTICLE 8. RIGHT OF FIRST REFUSAL

8.1 Right of First Refusal: Should the City decide to subsequently sell or convey the Premises to another entity, the City will provide the County with a first right of refusal to take ownership of the Premises prior to conveyance to another entity.

ARTICLE 9. MISCELLANEOUS

9.1 Inconsistent Provisions: To the extent any provision of this Lease is inconsistent with any prior agreement, no matter the style, this writing shall serve to amend any prior agreements or provisions of prior agreements between the parties that are otherwise rendered inconsistent by the signing or enactment of this Lease.

9.2 Modification: This Lease may not be modified except by written amendment approved and executed by both parties.

9.3 Severability: If any terms or provisions of this Lease should be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, to the maximum degree possible, shall be deemed severable and shall be given full force and effect.

9.4 Dispute Resolution: Adjudication of any disputes arising out of the interpretation or enforcement of this Lease shall occur in a court of competent jurisdiction located in Hernando County, Florida. Prior to seeking judicial resolution, the parties shall attempt to resolve the dispute through the governmental conflict resolution procedures specified in the "Florida Governmental Conflict Resolution Act," Fla. Stat. §§ 164.101-164.1061, as it may be amended. Each party shall bear its own costs for any mediation or litigation, including attorney's fees.

9.5 Notices: All notices required hereunder shall be by hand-delivery or first class mail, return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the City:

City of Brooksville
c/o Office of the City Manager
201 Howell Avenue
Brooksville, Florida 34601

With a copy to:

Gretchen R. H. ("Becky") Vose, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

For the County:

Hernando County
c/o County Administrator's Office
15470 Flight Path Dr.
Brooksville, Florida 34604

With a copy to:

Office of the County Attorney
20 North Main Street, Suite 462
Brooksville, Florida 34601

9.6 Preservation of Rights and Immunities: Nothing in this Lease shall be construed as waiving or diminishing any constitutional or statutory right or immunity possessed by either party.

9.7 No Waiver: The decision by either party not to seek enforcement of any term or provision of this Lease shall not be considered a waiver of the right to enforce such term or provision in the future.

9.8 Integrated Final Agreement: This Lease embodies and includes the final understandings and terms as agreed by the parties and supersedes all previous and contemporaneous understandings and agreements, whether written or oral.

9.9 Certified Copy to Be Filed: A certified copy of this Lease shall be filed with the Clerk of the Circuit Court of Hernando County, Florida, as required by the Florida Interlocal Cooperation Act of 1969.

9.10 Counterparts: This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one (1) and the same instrument

(SIGNATURES FOLLOW ON NEXT PAGE)

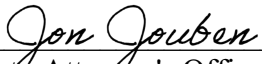
IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed on their behalf by their duly authorized representatives.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUG CHORVAT, JR.
Clerk

By: _____
BRIAN HAWKINS
Chairman

Approved for Form and Legal Sufficiency



County Attorney's Office

CITY OF BROOKSVILLE

Attest: _____
JENNIFER J. BATTISTA, CMC
Clerk

By: _____
CHRISTA TANNER
Mayor

Approved for Form and Legal Sufficiency

City Attorney