

## INTERLOCAL AGREEMENT ON FIRE HYDRANTS

**THIS AGREEMENT** is by and between the **CITY OF BROOKSVILLE**, a municipal corporation under the laws of the State of Florida (hereinafter "CITY"), and **HERNANDO COUNTY**, a political subdivision of the State of Florida, (hereinafter "COUNTY").

### WITNESSETH:

**WHEREAS**, the COUNTY is presently providing fire protection services in certain areas outside of the CITY's municipal limits; and,

**WHEREAS**, the CITY owns water lines and connected fire hydrants which are located in areas in which the COUNTY is providing fire protection services; and,

**WHEREAS**, the CITY and the COUNTY wish to provide for the continued inspection, testing and painting of such fire hydrants and for the availability of water thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the CITY and the COUNTY hereby agree as follows:

1. **Definitions.** For the purpose of this Agreement only: City-Owned Hydrants are only those hydrants connected to a CITY water line, located outside the CITY'S municipal limits and *not* located on private property; generally, such hydrants are located on public property or in street right-of-ways. Non-City Owned Hydrants are those hydrants connected to a CITY water line, located outside the CITY'S municipal limits, and located on private property.

2. **Hydrant Access.** The CITY shall provide water to City-Owned Hydrants or Non-City Owned Hydrants; and shall permit the COUNTY to have access to and use of all of such hydrants for fire-fighting purposes.

3. **Hydrant Inspection.** The CITY shall twice annually complete inspection and testing of all City-Owned Hydrants, including flow testing, painting, repairing or replacement of all such hydrants which are damaged or inoperable, by March 1 and September 1 of each year. Such hydrants shall be maintained in accordance with all applicable statutory and ordinance requirements now existing or as amended. The CITY shall twice annually complete inspection and testing of all Non-City Owned Hydrants by March 1 and September 1 of each year, and shall notify the owners of the Non-City Owned Hydrants of any painting, maintenance, repair or replacement requirements so that such hydrants shall be maintained in accordance with all applicable statutory and ordinance requirements now existing or as amended.

4. **Records and Reporting.** For all City-Owned Hydrants, the CITY shall provide copies to the COUNTY of fire hydrant flow testing results (to include: test date, static water pressure, residual water pressure and gallons per minute of flow) and documented routine maintenance performed by the CITY for each City-Owned Hydrant covered by this Agreement. For all Non-City Owned Hydrants, the CITY shall provide copies to the COUNTY of fire hydrant flow testing results (to include: test date, static water pressure, residual water pressure

and gallons per minute of flow) and certification from the owner of the Non-City-Owned Hydrant that routine maintenance and repairs were performed for each Non-City Owned Hydrant covered by this Agreement.

5. **Hydrant Count.** As of the date of this Agreement, the current number of City-Owned Hydrants is 88 and the current number of Non-City Owned Hydrants is 36. The CITY shall notify the COUNTY of any changes in the number of City-Owned Hydrants and Non-City Owned Hydrants as of April 1, taking into account additions and subtractions due to new water main constructions and annexations. Such number of hydrants shall then be used to determine the COUNTY's cost payable to the CITY hereunder for the following Fiscal Years beginning October 1.

6. **Payment.** The COUNTY shall reimburse the CITY for inspecting and testing City-Owned Hydrants and Non-City Owned Hydrants in the amount of \$64.20 per hydrant per year. In addition, the COUNTY shall pay, to the CITY, a fee of \$29.96 per City-Owned Hydrant or Non City Owned Hydrant per year for maintenance and repair, and water standby and usage.

a. **Payment Terms.** Payments due hereunder shall be made by the COUNTY to the CITY in one annual payment, due on or before March 1 of each year. A late payment is one in which the City has not received as of March 2 of each year. Late payments shall obligate the COUNTY to pay a late charge of one and one-half percent (1.5%) per month on the unpaid balance due.

b. **Default.** If payment is not received by City on or before March 1 of any year in question under this Agreement, CITY may declare COUNTY in default by sending COUNTY notice of said default by certified U.S. Mail delivery to the address specified in this Agreement. COUNTY shall have thirty (30) days to from the date it receives said notice to cure said default.

c. **Payment Reduction.** Due to the COUNTY's responsibility and obligations under the Insurance Services Office's (ISO) Fire Department Grading Standards, for testing, maintaining and record keeping relating to fire hydrants within the Hernando County Fire Rescue District, the CITY agrees to deduct, from the next annual billing, a charge of \$0.48 per fire hydrant, per day for any City-Owned Hydrant not inspected, tested, painted, maintained or documented in accordance with paragraphs 2 and 3 of this Agreement or for any Non-City Owned Hydrant not inspected and tested in accordance with paragraphs 2 and 3 of this Agreement.

7. **Termination.** This Agreement shall renew September 30<sup>th</sup> each year unless terminated by mutual agreement of the parties prior to May 1 each year.

8. **Modification and Assignment.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.

9. **Notice.** 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 in this Agreement 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:

**Hernando County**  
Board of County Commissioners  
20 N. Main Street  
Brooksville, Florida 34601

**City of Brooksville**  
T. Jennene Norman-Vacha  
City Manager  
201 Howell Avenue  
Brooksville, Florida 34601

With a Copy To:  
The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, Florida 34601

10. **Hold Harmless.** The CITY will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to the COUNTY's activities under this Agreement.

11. **Disclaimer.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

12. **Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

13. **Severability.** If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Attorney's Fees.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

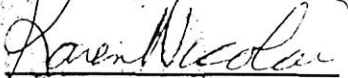
15. **General.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are

provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.


16. **Governing Law and Venue.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Hernando County, Florida.

**IN WITNESS WHEREOF** the parties hereto have caused the execution by their duly authorized officials on the dates indicated below.


**ATTEST:**

  
County Clerk

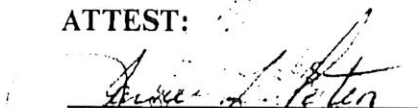
Approved as to form and content  
for the reliance of Hernando County  
only.

  
County Attorney

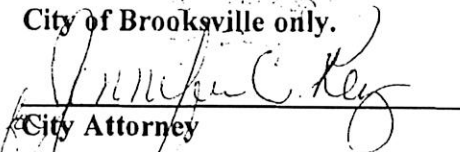
**Hernando County Board  
of County Commissioners**

  
Chairman

**ATTEST:**

  
City Clerk (Duty)

Approved as to form and content  
for the reliance of the  
City of Brooksville only.

  
City Attorney

**City of Brooksville**

  
Joe Bernardini, Mayor