

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND
HERNANDO COUNTY REGARDING CONSOLIDATION OF FIRE RESCUE
SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2025, by and between CITY OF BROOKSVILLE, a municipal corporation organized and existing under the laws of the State of Florida (“City”), and HERNANDO COUNTY, a political subdivision of the State of Florida (“County”), collectively referred to herein as the “Parties.”

WHEREAS, Article VIII, Section 1 of the Florida Constitution and Chapter 163, Part I, Florida Statutes (the “Florida Interlocal Cooperation Act of 1969”) authorize local governmental units to enter into agreements to exercise jointly any power, privilege, or authority which they share in common and which each might exercise separately; and,

WHEREAS, the City presently provides fire protection and related emergency services to property owners and residents within its municipal boundaries through the Brooksville Fire Department and also provides fire protection and related emergency services in Hernando County; and,

WHEREAS, the County provides fire rescue services to properties and residents in the unincorporated areas of the County and in the City of Brooksville through the Hernando County Fire Rescue Department; and,

WHEREAS, the Parties desire to consolidate the City’s fire protection services into the County’s fire rescue system to achieve greater efficiency, reduce duplication of services, enhance service levels, and promote fiscal responsibility; and,

WHEREAS, the Parties intend for this consolidation to be effective October 1, 2025; and,

WHEREAS, the Parties desire to set forth the financial, operational, and transitional terms of such consolidation in this Agreement;

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

ARTICLE 1. EFFECTIVE DATE AND TERM

1.1 Effective Date: This Agreement shall become effective at 8:00 a.m. on October 1, 2025 (“Effective Date”) and shall continue in full force and effect unless terminated as provided herein.

ARTICLE 2. CONSOLIDATION OF SERVICES

2.1 Transfer of Fire Services: On the Effective Date, the Brooksville Fire Department shall be consolidated into the Hernando County Fire Rescue Department (“County Fire Rescue”), and the County shall provide all fire suppression, fire prevention, rescue, and related emergency services within the municipal boundaries of the City.

2.2 Personnel Transition/Assignment: On the Effective Date, all current City fire department personnel shall be offered positions with County Fire Rescue. The County requires that individuals serving in the classifications of driver-engineer, captain, and district chief also hold a paramedic certification. City personnel presently holding those positions but lacking a paramedic certification shall be employed by the County as firefighter/EMTs and permitted to attend paramedic school and complete such additional training and coursework as the County may require. Upon successful completion of such requirements, those employees shall be eligible to test for promotion to the equivalent position previously held in the City’s Fire Department. The County acknowledges that this arrangement is consistent with the understanding reached with IAFF Local #3760. Personnel shall otherwise retain credit for tenure, years of service, accrued leave, and seniority in accordance with applicable County policies.

2.3 Pension: The pension liability associated with the City’s Fire Pension Plan shall remain the sole responsibility of the City. City personnel hired by the County pursuant to this Agreement shall be eligible to enroll in the Florida Retirement System (“FRS”) and may purchase creditable service therein, subject to the eligibility requirements of FRS. The City shall take all actions necessary to close or terminate its existing Fire Pension Plan in accordance with Florida law.

2.4 Uniform Insignia: The County shall not alter its uniforms or insignia to reflect the City. However, in recognition of the City’s history, the name “Brooksville” shall be retained on the fire station and apparatus assigned thereto, and historic recognition shall be maintained within the facility.

ARTICLE 3. FINANCIAL TERMS

3.1 FY 2025–2026 Payment: For Fiscal Year 2025–2026, the City shall pay to the County the sum of \$1,478,341.89, payable in twelve (12) equal monthly installments of \$123,195.16, with the first installment due on October 1, 2025, and subsequent installments due on the first day of each month thereafter. During this period of time, the City shall collect its fire assessments and shall use such assessments received to pay the monthly installments to the County and shall use any remaining fire assessments received to pay other fire related expenses as needed.

3.2 FY 2026–2027 and Beyond: Beginning in Fiscal Year 2026–2027 and for each fiscal year thereafter, no payments shall be due from the City to the County for fire rescue services. The County shall levy and collect Fire Assessments from City property owners in the same manner, using the same calculation methodology, as applied to property owners in unincorporated areas of the County. Upon consolidation of the Brooksville Fire Department into the County Fire Rescue, the City shall enact an ordinance opting the City into the County’s annual fire rescue special assessments and shall amend Brooksville City Code § 34-31(b) to remove the City’s automatic opt-out from the County’s emergency medical service MSTU if its rate exceeds 0.6 mils.

3.3 One-Time Service Contract and Debt Assumption: The City’s obligation shall be limited to the one-time cost described in Section 3.1. Thereafter, the County shall assume all debt, liabilities, and monetary responsibilities associated with providing fire suppression, emergency medical services, and related services within the City.

ARTICLE 4. FACILITIES, EQUIPMENT, AND ASSETS

4.1 Lease of Fire Station: The County shall lease, and not purchase, the existing City Fire Station pursuant to a separate Lease Agreement executed contemporaneously with this Agreement.

4.2 Purchase of Assets: The County’s primary interest is in acquiring the City’s fire engine and brush truck, at values mutually agreed upon or, if necessary, determined by a neutral third-party appraiser. All other assets may be liquidated by either the City or the County, with the proceeds retained by the disposing party. The County will retain, dispose of, or liquidate any assets that remain in the fire station on the effective date unless the City provides a list of assets they intend to remove within 10 days of the effective date.

4.3 Labeling of Apparatus: Fire apparatus and other equipment assigned to and primarily serving the City shall be prominently labeled “CITY OF BROOKSVILLE,” in addition to any County markings.

ARTICLE 5. SERVICE LEVELS, FIRE HYDRANTS AND FIRE INSPECTIONS

5.1 Service Standards: The County shall provide fire rescue services to properties and residents within the City at service levels and response times consistent with applicable National Fire Protection Association (“NFPA”) standards. While the County endeavors to maintain such standards, it retains discretion during periods of high demand to reallocate apparatus in order to ensure the best overall coverage. The County intends to house both an ambulance and an Advanced Life Support (ALS) fire engine at the Brooksville station; however, the County cannot give an absolute guarantee that one ambulance and a ladder truck will always be in the City.

5.2 Fire Hydrant Maintenance: The County shall not assume responsibility for the maintenance, inspection, or repair of fire hydrants located within the City unless separately compensated. At present, Hernando County Fire Rescue performs hydrant maintenance within the unincorporated County and bills Hernando County Utilities for such service. If the County were to assume hydrant maintenance responsibilities within the City, the annual cost would be calculated as the total of the actual itemized cost of 1 hydrant technician, vehicle costs, and operating /supply costs for up to 2000 fire hydrants on the City's water utility system, to be payable annually on October 1st. The County Fire Rescue will follow NFPA 291 (or any future revised NFPA standard) on hydrant flow testing and markings. HCFR will report and yield all service and operational repairs to the City's water utility. The installation of the 2001st fire hydrant on the City's water utility system will automatically initiate the renegotiation of these terms amongst the parties. If the City maintains their own fire hydrants, the City will provide to the County Fire Rescue the flow testing results and the applicable maintenance records annually and in cooperation with any insurance rating inspections. That annual cost would be increased each year to keep up with inflation as calculated using the Federal CPI Inflation Calculator found at https://www.bls.gov/data/inflation_calculator.htm.

5.3 Fire Inspections: Beginning on the Effective Date, the County shall assume responsibility for fire inspections within the City. The Parties acknowledge that this responsibility is included in the one-time payment made by the City to the County for Fiscal Year 2025–2026. The City shall provide to the County all inspection records and related data necessary to prevent duplication and ensure that properties remain on their established inspection schedules. Commencing in Fiscal Year 2026–2027, the costs of such inspections shall be funded through the County's Fire Assessment program.

ARTICLE 6. CITY ORDINANCE CHANGES

6.1 Upon consolidation of the Brooksville Fire Department into the County Fire Rescue, the City shall repeal Brooksville City Code Chapter 46, Articles II (Fire Division), III (Fire Code), IV (Mutual Aid), V (Air Curtain Incineration Land Clearing), and VII (Emergency Services Cost Recovery Ordinance) effective as of October 1, 2025. Repealing those conflicting provisions will allow the County's Fire Code to be enforced countywide.

ARTICLE 7. FIRE IMPACT FEES

7.1 The City and the County shall enter into a separate Interlocal Agreement addressing issues relating to Fire Impact Fees going forward.

ARTICLE 8. MISCELLANEOUS PROVISIONS

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

8.2 Amendments: This Agreement may be amended only in writing, duly executed by both Parties.

8.3 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court in and for Hernando County, Florida.

8.5 Entire Agreement: This document, along with any contemporaneously executed Lease Agreement, constitutes the entire agreement between the Parties concerning the subject matter herein.

8.6 Severability: If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 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

8.8 Reporting: The County shall provide the City of Brooksville with written quarterly reports detailing service data and call statistics specific to the municipal boundaries of the City. In addition, the Fire Chief, or their designee, shall appear before the Brooksville City Council on an annual basis to present an end-of-year summary of services, performance metrics, and other relevant information.

8.9 Dispute Resolution: Adjudication of any disputes arising out of the interpretation or enforcement of this Agreement 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.

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

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

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

8.13 Counterparts: This Agreement 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 TO FOLLOW ON NEXT PAGE)

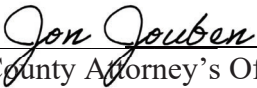
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

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