

**MUTUAL COOPERATION AND COST-SHARING AGREEMENT BETWEEN
HERNANDO COUNTY AND NAMI HERNANDO, INC.**

THIS INTERLOCAL MUTUAL COOPERATION AND COST-SHARING AGREEMENT (“the “Agreement”) is made and entered into on the 23 day of January, 2023, by and between Hernando County, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the “County”) and NAMI Hernando, Inc., whose address is 4030 Commercial Way, Spring Hill, Florida 34606 (“NAMI”), regarding the master planning, and construction of the West Hernando Tax Collector Annex Building, and the Parties state:

Recitals

WHEREAS, the County plans to construct a facility that, when constructed, will advance its public mission and goals, to wit:

- A. The County plans to construct a new West Hernando Tax Collector Annex Building and Driving Course (the “Annex”) which will expand the Tax Collector offices and operations on the west side of Hernando County; and,
- B. NAMI plans to construct a new treatment and education center (the “NAMI office”) of approximately 6,000 square feet; and,

WHEREAS, Hernando County Utilities (“Utilities”) owns a 6.7-acre undeveloped parcel identified as R10-223-17-1424-0CB0-0000, Key #944072 (the “Utilities Parcel”), more fully described in the attached Exhibit “A,” and NAMI owns 4.4 acres identified as R15-423-17-0000-0050-0050, Key #01027908 (the “NAMI Parcel”), more fully described and depicted in the attached Exhibits “B” and “B-1,”) which is immediately adjacent to the Utilities Parcel. These parcels (together the “Forest Oaks Parcel”) are situated on Forest Oaks Boulevard and are adjacent to the Hernando County Health Department grounds; and,

WHEREAS, in the interest of public health and economy, the Parties share an interest in

developing a plan for the Forest Oaks Parcel that would allow them to co-locate the Tax Collector and NAMI on the same property thereon; and,

WHEREAS, the Parties acknowledge that the Utilities Parcel is zoned R1B-Residential while the NAMI Parcel is zoned PDP-PSF (Planned Development Project – Public Service Facility Overlay); and,

WHEREAS, the development of the Forest Oaks Parcel in the manner contemplated by the parties will require that it be rezoned in its entirety to PDP/OP (Office Professional) zoning district; and,

WHEREAS, the County intends to acquire the necessary property from Utilities for this project and fund the master planning and common site development costs for the Project; and,

WHEREAS, NAMI will deed to the County all property owned by NAMI for the Annex and common infrastructure; and,

WHEREAS, the Parties desire to enter into this Agreement in order to move forward with completing a Master Plan for improvements and infrastructure. The master plan will identify a specific parcel to be surveyed and deeded back to NAMI in the form of a pad-ready building site and associated parking lot, as needed.

WHEREAS, if the County does not complete the master planning and/or infrastructure improvements as outlined within this agreement, the property described herein as the NAMI Parcel shall be deeded back to NAMI.

NOW THEREFORE, in consideration of the promises and mutual understandings, the Parties hereby agree to the following terms and conditions:

1. Incorporation of Recitals

The above-stated recitals are incorporated into this Agreement as if fully set forth herein.

2. Definitions

As used in this Agreement:

Hernando County means the political subdivision of the State of Florida created by, and legally described in, Fla. Stat. § 7.27.

Master Planning means the engineering, design and specifications for the entirety of the infrastructure and other improvements that will jointly benefit or be used in common by the parties, including without limitation, all common landscaping, signage, lighting and fencing, all internal roads leading to and from the facilities and the preparation of sub-grade for the NAMI facility, all traffic, parking, and circulation improvements (including, without limitation, roads, bridges, walkways, and other means of transportation within, adjoining, or servicing the Forest Oaks Parcel and all landscaping, lighting and fencing related thereto); excluding only the engineering, design and construction of those improvements that specifically, solely, and individually comprise NAMI's respective specific site and Facility, which includes site specific parking.

Master Plan Approvals means all those permits, licenses, and approvals, issued in final unappealable, and unconditional form that are required under all applicable federal, state, county, and municipal laws, regulations or governmental or quasi-governmental requirements pertaining to or necessary for the formal adoption and approval of the Master Plan, excluding only those permits, licenses, and approvals that pertain solely to the improvements that specifically, solely, and individually comprise, respectively, each party's respective facility. The term Master Plan Approvals includes the application for, and the obtainment of, the rezoning of the Forest Oaks Parcel.

Master Plan Improvement Costs means all costs and expenses of designing, engineering, developing, constructing, equipping, and opening any Master Plan Improvements, including without

limitation, all direct and indirect costs related thereto, such as labor, materials, supplies, furniture, furnishings, fixtures, machinery, equipment, construction management, legal, architectural, engineering and design fees, site work, permits, certificates, bonds, and other deposits, but excluding any and all costs or expenses which are the sole obligation of any of the parties pursuant to the terms hereof.

Master Plan Improvements means all improvements included in, or built, or to be built, pursuant to the Master Plan.

Project means the development of the Forest Oaks Parcel as a campus upon which the County will construct the West Side Tax Collector Annex Building and driving course, as well as the pad site for NAMI.

NAMI Hernando, Inc. means the local non-profit chapter recognized as a legitimate 501(c)(3) organization by the Internal Revenue Service and assigned EIN #59-2684242.

3. Delegation of Authority/Relationship of Parties

The County is hereby authorized on behalf of the Parties to prepare a scope of work and directly contract with a consultant to provide master planning, programming, design, and construction administration services for the Project, as required by Fla. Stat. § 287.055 as may be amended. While NAMI will not be a party to the Professional Services Agreement with the Consultant, they shall expressly be a third-party beneficiary thereto. The third-party beneficiary rights of NAMI in relation to the Professional Services Agreement shall vest upon the effective date of the Professional Services Agreement.

4. Funding

The County agrees to be responsible for the master planning and construction of the common infrastructure costs for the Project to the extent that it will only provide a “pad-ready” building site for

NAMI's future building, to be designed and constructed solely by NAMI.

5. Administration

The County is the Project Manager designated to administer this Agreement. The County's point of contact for purposes of this Agreement shall be as follows:

Jeff Rogers, Hernando County Administrator
15470 Flight Path Dr.
Brooksville, FL 34604
administration@co.hernando.fl.us

6. Additional Agreements Necessary to Effectuate Project

The Parties will negotiate in good faith and endeavor to develop the following detailed documents addressing the final scope of the Project and its development, insurance, indemnity, and all other items necessary for the financing and construction of the Project, to wit:

A. The County will provide all surveys and legal descriptions necessary to provide NAMI with a deed for the "pad-ready" site.

B. NAMI will provide for a first right of refusal to the County, if at any time NAMI vacates the site along with its improvements.

7. Effective Date; Term

The effective date of this Agreement shall be the date of signature by the County to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate five years hence.

8. Negotiations

The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this

Agreement was drafted jointly by both parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

9. Indemnification and Governmental Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The County is a political subdivision as defined in Fla. Stat. § 768.28 and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

10. Record-Keeping and Retention

Each party shall retain all records related to this Agreement and any administrative services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

11. Entire Agreement

This Agreement contains the entire agreement of the parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

12. Modification

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the parties hereto.

13. Binding Effect

This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

14. Waiver of Jury Trial

Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

15. No Third-Party Beneficiaries

The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

17. Authority

The parties hereto are authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, 1000, and 1001.

18. Governing Law; Disputes

This Agreement shall be interpreted and construed in accordance with Florida law. Any

dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

19. Venue; Jurisdiction

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.

20. Headings

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof, nor will they affect in any way the meaning or interpretation of this Agreement.

(The Remainder of this Page Has Been Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Douglas A. Chorvat, Jr.
Clerk of Court & Comptroller

By: _____

Chairman

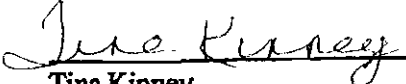
Approved as to Form and
Legal Sufficiency




County Attorney

Attest:

NAMI HERNANDO, INC.

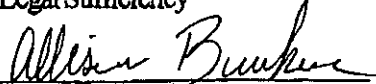


Tina Kinney
Executive Director

By: 

Thomas Baker
Board Chairperson and President

Approved as to Form and
Legal Sufficiency



Allison Brubaker
General Counsel

Exhibit "A"

Utilities Parcel

All of that area depicted as "Sewage Treatment Plant" according to the Plat thereof recorded as Berkeley Manor Phase 1, in Plat Book 17, Pages 74-75 of the Official Records of Hernando County, Florida and deeded to Hernando County Water and Sewer District in that Fee Simple Deed and Bill of Sale recorded in the Official Records of Hernando County, Florida at Book 628, Page 12.

Parcel ID #R10-223-17-1424-0CB0-0000
Key #944072

Exhibit "B"

NAMI Parcel

4.36 acre portion located on the Eastern half of the original 7.7 acre site of this parcel and depicted on the survey attached hereto as Exhibit "B-1," and written below, less that perpetual utility easement beginning at the Northeasterly boundary of the property, running 20.00 feet along the Easterly border of the property a full 385.10 feet from the North corner to the South corner of the property as highlighted in the attached Exhibit "B-1," and subject to any existing easements.

A portion of the Northeast 1/4 of Section 15, Township 23 South, Range 17 East, Hernando County, Florida being more particularly described as follows:

Commence at the Northwest Corner of Forest Oaks Unit Two as shown on the plat recorded in Plat Book 19, Pages 34 and 35 of the Public Records of Hernando County, Florida for a Point of Beginning; thence along the West boundary line of said Forest Oaks Unit Two South 00°26'23" West, a distance of 385.04 feet to the Southwest corner of said Forest Oaks Unit Two, said point also being on the North right-of-way line of Forest Oaks Boulevard as shown on the plat of Forest Oaks Unit One recorded in Plat Book 19, Pages 10 through 12 of said Public Records; thence along the North right-of-way line of said Forest Oaks Boulevard the following three courses and distances: (1) North 89°41'03" West, 352.26 feet; (2) North 00°18'57" East, 10.00 feet; (3) North 89°41'03" West, 23.37 feet; thence North 00°26'23" East, a distance of 189.93 feet; thence North 89°39'57" West, a distance of 244.90 feet; thence North 00°26'23" East, a distance of 186.38 feet to the North boundary line of the Northeast 1/4 of said Section 15; thence along said North boundary line and the South boundary line of Berkeley Manor as shown on the plat recorded in Plat Book 17, Pages 18 through 22 of said Public Records South 89°33'37" East, a distance of 620.55 feet to the Point of Beginning.

The above-described parcel contains 4.36 acres, more or less.

Parcel ID #R15-423-17-0000-0050-0050
Key #01027908

