

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2008, by and between THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA ("COUNTY"), and the CITY OF BROOKSVILLE ("CITY").

1. The COUNTY and CITY are authorized to enter into this Agreement pursuant to the provisions of Section 163.01, Florida Statutes, "The Florida Interlocal Cooperation Act of 1969," and pursuant to the provisions of Chapters 125, Florida Statutes.

2. The purpose of this Agreement is to enable the COUNTY and CITY to jointly exercise the powers which each public agency has in order to enable the respective public agencies to make the most efficient use of said powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that will promote efficiency and economy in the rendering of public services to the citizens of the City and to citizens of Hernando County.

3. The purpose of this Agreement is to enable the COUNTY and CITY to utilize the facilities, resources, systems, or operations of each agency to obtain mutual advantage for each agency.

4. The COUNTY and CITY hereby agree that the following facts form the predicate basis for this Agreement:

a. The parties have established and operate fire rescue departments, protecting the City of Brooksville incorporated area and the surrounding unincorporated areas of Hernando County; and

b. The parties have entered into a formal automatic mutual aid agreement and fully cooperate together in order to maximize the overall fire rescue service delivery to the residents of the City of Brooksville and Hernando County; and

c. The City owns, operates and staffs a fire rescue station located at 85 Veterans Avenue, Brooksville, FL 34601; and

d. The County is responsible to operate and staff a fire rescue station centrally located within Hernando County, able to provide fire service to all

areas surrounding the incorporated area of the City of Brooksville; and

e. The County is responsible for providing advanced life support transport rescue service (ALS ambulance) within Hernando County, including the incorporated area of the City of Brooksville; and

f. The City and the County have determined that the 85 Veterans Avenue fire rescue station is a desirable location from a response perspective and is also the most cost effective location; and

g. The City has agreed to cooperate with the County, by a shared use of the City Fire Rescue Station located at 85 Veterans Avenue, Brooksville, FL.

5. Based on the foregoing, the City and the County agree as follows:

a. PROPERTY DESCRIPTION. The City agrees to grant co-utilization rights to the County, and the County agrees to accept co-utilization rights from the City, within the following described public building:

Brooksville Fire Station
85 Veterans Avenue
Brooksville, Florida 34601

b. TERM OF AGREEMENT. The term of this agreement shall be a period of twenty five (25) years, commencing on October 1, 2008, and ending at 12:00 midnight on September 30, 2033.

c. JOINT USE CONTRIBUTION. As the purpose of this Agreement is for a Joint Use Facility, the City agrees to accept the following as consideration and the County agrees to pay/fund the following expenses and capital improvements at the City's Fire Rescue Station:

1. County shall pay the full actual monthly electric bill for the 85 Veterans Avenue Fire Station.
2. County shall pay the full actual monthly water/sewer bill for 85 Veterans Avenue Fire Station.
3. County shall fund the entire cost of: design, engineering, permitting, construction and construction oversight for a 2,000 +/- square foot addition to the 85 Veterans Avenue Fire Station. Said construction shall include an expanded dormitory, an enlarged dining area and additional bathroom/shower facilities. The facility expansion process shall be initiated by the County no

more than 90 days following the effective date of this Agreement and shall be accomplished as described in e.4. below.

4. All payments due from the County to the City under the terms of this Agreement, shall be paid promptly when due. If any payment is not received by noon on the 30th day following the day on which the payment is due, a late fee shall be due equal to five (5%) percent of the delinquent payment.

d. SECURITY DEPOSIT. No security deposit shall be required.

e. COUNTY'S COVENANTS. County covenants and agrees as follows:

1. To use the premises in a careful and proper manner; to assist in maintaining the building, grounds and parking lot in clean condition; to commit or permit no waste or damages to the premises; to use the premises solely as a fire rescue station; to conduct or permit no act that is a nuisance or may be in violation of any federal, state or local law or ordinance; to surrender the premises on expiration or termination of this Agreement in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions and improvements permanently attached and made by County, shall become and remain the property of City on the termination of County's co-occupancy of the premises as specified herein.

2. To make no alterations in, or addition or improvements to, or install any signs on, the premises without in each case obtaining the written consent of City, which shall not be unreasonable withheld. If any alterations, additions or improvements in or to the premises become necessary by reason of the special use and occupancy of the premises by the County, then the County agrees that the County will make all such alterations, additions and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy.

3. City shall not be liable for any loss by reason of damage, theft, or otherwise to the property of the County, or County's agents, employees, guests, or visitors.

4. During the fire rescue station expansion project, the County shall obtain written approval of acceptance from the Brooksville City Manager's office for each of the following: preliminary design phase, final design phase, Selection of Contractor and final payment request.

f. CITY'S COVENANTS. City covenants and agrees as follows:

1. To warrant and defend the County's right to co-utilization of the premises during the aforesaid term. Including the co-use of living areas and the use of a minimum of two (2) apparatus bays.
2. To maintain the fire rescue station (including the additional building expansion) in a safe and functional manner during the term of this agreement.

g. **INSURANCE.** Each party shall furnish liability insurance coverage as to the party's activities as well as coverage for personal injury. The limits of liability shall not be less than \$1,000,000 per occurrence for injury or death to any person or persons, and the general aggregate shall not be less than \$2,000,000.

h. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement under the following parameters:

1. This agreement shall terminate at 12:00 midnight on September 30, 2033, unless extended by mutual agreement in writing by both parties.
2. The City may terminate this agreement early for any reason, with a 365 day written notice of intent to the County and a prorated repayment to the County for the actual cost of capital improvements specified within Section 5.c.3. above. The prorated amount of repayment to the County shall be calculated as the actual cost of the capital improvement (including the costs for: design, permitting, construction management and construction) less 1/25th of actual cost of the capital improvements for each year, from the commencement of the agreement until the final date of termination. The capital improvement repayment by the City, to the County shall be due 30 days prior to the final termination of the agreement.
3. The County may terminate this agreement early for any reason, with a 365 day written notice of intent to the City. If the County elects to terminate this agreement prior to September 30, 2033, the City shall be responsible for a prorated repayment to the County for the actual cost of capital improvements specified within Section 5.c.3. The prorated amount of repayment to the County, shall be calculated as the actual cost of the capital improvements (including the costs for: design, permitting, construction management and construction) less 1/20th of actual cost of the capital improvements for each year, from the commencement of the agreement until the final date of termination. The capital improvement repayment by the City, to the

County shall be due 30 days after the final termination of the agreement.

4. Neither party may cancel this agreement prior to the completion and final inspection of the addition referenced in Section 5.c.3.

i. **MODIFICATION OF AGREEMENT.** Both parties reserve the right to modify or replace this agreement without penalty, by mutual written agreement arising from changes in: organizational structure, future emergency services consolidation and/or future service delivery evolutions.

j. **DISPUTE RESOLUTION.** All personnel of the County and City are expected to cooperate to assure the highest level of service and efficiency for the citizens. In the event that there is an operational or procedural conflict between the personnel of the County or City, the dispute shall be resolved by:

1. The dispute shall be resolved at the lowest level of the chain-of-command possible within both party's fire rescue agencies.
2. In the event that an operational conflict cannot be resolved between the City and County Fire Chiefs, the County Administrator and the City Manager shall negotiate a final resolution.

k. **INDEMNIFICATION.** The County and City do not assume any liability for the acts, commissions, or negligence of the other, in the performance of their respective duties under this agreement.

l. **GOOD FAITH.** Each of the parties hereto does herewith agree to take such action and forebear such actions as agreed necessary to carry the meaning and intent of this agreement and all of its terms and conditions.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.



ATTEST:

Karen Nicolar
CLERK

**Hernando County Board
of County Commissioners**

Christopher A. Kingsley
CHRISTOPHER A. KINGSLEY
Chairman

ATTEST:

Karen M. Phillips
Karen M. Phillips, City Clerk

City of Brooksville

[Signature]
Mayor

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

Jennifer Key
City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office