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**INTERLOCAL AGREEMENT BETWEEN HERNANDO COUNTY  
AND THE CITY OF BROOKSVILLE FOR FIRE PROTECTION AND EMERGENCY  
MEDICAL SERVICES CAPITAL FACILITY  
IMPACT FEE JOINT PROGRAM ADMINISTRATION**

This INTERLOCAL AGREEMENT is made and entered into by and between HERNANDO COUNTY, a political subdivision of the State of Florida (the “County”), and CITY OF BROOKSVILLE, a Florida municipal corporation (the “City”).

**RECITALS**

WHEREAS, the “Florida Interlocal Cooperation Act of 1969,” Fla. Stat. § 163.01, as it may be amended, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the “Community Planning Act,” Fla. Stat. § 163.3161, *et seq.*, generally requires that new developments be served by adequate public facilities; and,

WHEREAS, to achieve that Community Planning Act’s mandate, it is necessary for local governments to finance public facilities with the participation of new developments that add to the need for such facilities; and,

WHEREAS, the “Florida Impact Fee Act,” Fla. Stat. § 163.31801, authorizes local governments to collect impact fees on development activities to fund a proportionate share of the

cost of acquiring the capital assets that are necessary for the provision of fire prevention/suppression and emergency medical services to the extent that the applicable capital assets are reasonably related to and which benefit the new developments; and,

WHEREAS, the County has enacted the “Fire Protection and Emergency Medical Services Capital Facilities Impact Fees Ordinance,” Hernando County Code § 23-41, *et seq.* (the “County Fire/EMS Impact Fee”), in order “to regulate the use and development of land so as to ensure that new development bears a proportionate share of the cost of capital expenditures necessary to provide fire protection and emergency medical services capital facilities in Hernando County as contemplated by the Hernando County Comprehensive Plan”<sup>1</sup>; and,

WHEREAS, the City has enacted the Brooksville Impact Fees Ordinance, Brooksville City Code § 50-1, *et seq.*, which imposes an impact fee dedicated to “fire rescue” (the “City Fire Impact Fee”); and,

WHEREAS, the City and the County are contemporaneously entering into a separate interlocal agreement that will provide for the consolidation of their respective fire departments; and,

WHEREAS, in light of the impending consolidation, the City and the County believe that creating a jointly administered impact fee program will be more effective and efficient than continuing to maintain separate programs; and,

WHEREAS, although the City and County do not operate identical impact fee programs at this time, there is an immediate need to formalize an agreement authorizing impact fee fund transfers and reporting between the City and County in certain situations as defined in this Agreement.

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<sup>1</sup>Hernando County Code § 23-42(b).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Recitals.** The recitals stated above constitute material and integral parts of this Agreement and are hereby incorporated herein.

2. **Statutory Authority.** This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Fla. Stat. § 163.01, and pursuant to the home rule powers granted by law to the City and to the County.

3. **Purpose.** The purpose of this Agreement is to establish a coordinated program for the imposition, collection, administration, reporting, and transfer of fire and emergency medical impact fees between the City and County in light of the contemporaneous consolidation of their respective fire departments.

4. **Incorporation of Consolidation Interlocal Agreement by Reference.** The City and the County hereby incorporate their “Interlocal Agreement between the City of Brooksville and Hernando County Regarding Consolidation of Fire Rescue Services” (the “Consolidation Agreement”), as it may be amended, into this Agreement.

5. **Effective Date and Term.** This Agreement shall become effective at 8:00 a.m. on October 1, 2025 (the “Effective Date”) and shall continue in full force and effect so long as the Consolidation Agreement remains in full force and effect.

6. **Financing.** Each party shall bear its own costs and establish its own budget as necessary to carry out its responsibilities under this Agreement.

7. **Definitions.** For the purposes of this Agreement, the following definitions shall apply. Additional definitions set forth in the Florida Interlocal Cooperation Act of 1969, the Community

Planning Act, the “Florida Impact Fee Act,” and the Consolidation Agreement are also applicable to this Agreement. All definitions shall be interpreted in a manner that is consistent with the above-listed authorities.

A. “City” means the City of Brooksville.

B. “City Capital Improvement Program” means the capital improvements element and the schedule of capital improvements, collectively, that the City has adopted as elements of the City Comprehensive Plan as required by Fla. Stat. § 163.3177, as it may be amended.

C. “City Comprehensive Plan” means the “City of Brooksville Comprehensive Plan, April 2017,” as it may be amended from time to time.

D. “City Impact Fee Fund” means the segregated, restricted “fire rescue impact fee account,” as that term is defined by Brooksville City Code § 50-4(a), as it may be amended from time to time.

E. “County” means Hernando County, Florida.

F. “County Capital Improvement Program” means the capital improvements element and the schedule of capital improvements, collectively, that the County has adopted as elements of the County Comprehensive Plan as required by Fla. Stat. § 163.3177, as it may be amended.

G. “County Comprehensive Plan” means the “Hernando County, Florida, 2040 Comprehensive Plan,” as it may be amended from time to time.

H. “County Impact Fee Fund” means the segregated, restricted fund into which the County deposits the County Fire/EMS Impact Fees that it collects.

8. **Initial Continuation of City Impact Fee.** The City shall continue to impose and collect the City Fire Impact Fee pursuant to the Brooksville Impact Fees Ordinance until September 30, 2026. Since the amendment of the Brooksville Impact Fee Ordinance or the City Capital Improvement Plan has the potential to require changes to this Agreement, the City shall not amend either the Ordinance or the Plan, to the extent that they regulate the City Fire Impact Fee, during the time period between the Effective Date and September 30, 2026.

9. **City to Transfer Impact Fees Collected to the County.** During the period between the Effective Date and September 30, 2026, the City shall continue to impose and collect the City Fire Impact Fees, and once collected, transfer such fees to the County. Pursuant to Fla. Stat. § 163.31801(4)(c), the City shall retain administrative charges for its collection of the impact fees; provided, that such fees may not exceed its actual costs. Until the County adopts the Comprehensive Plan Amendment required by § 10 hereinafter, the County's expenditure of the collected City Fire Impact Fees shall be governed by the Brooksville Impact Fee Ordinance and the City Capital Improvement Plan.

10. **Joint Preparation of an Amendment to the County's Comprehensive Plan.** On or before May 1, 2026, the City and the County shall jointly prepare an amendment to the County Capital Improvement Program for the limited purpose of incorporating the need for fire or emergency medical service infrastructure within the City's boundaries.

11. **Preparation of a New, Countywide Impact Fee Study.** On or before May 1, 2026, the County shall obtain and approve a new fee study for the imposition of the County Fire/EMS Impact Fees on a countywide basis.

12. **City Fire Impact Fees to Be Terminated/County Impact Fees to Be Collected.**

Once the County enacts new County Fire/EMS Impact Fees on a countywide basis, the City shall take such actions as are necessary and appropriate to terminate its imposition of the City Fire Impact Fees and impose, instead, the new County Fire/EMS Impact Fees in the City. Thereafter, such Fire Impact Fees will be collected by the City with other impact fees for new development and shall be transmitted to the County. Pursuant to Fla. Stat. § 163.31801(4)(c), the City may retain administrative charges for its collection of the impact fees; provided, that such fees may not exceed its actual costs. In the event that the County fails to adopt new, countywide County Fire/EMS Impact Fees, the parties shall continue operating pursuant to § 8 and § 9 supra.

13. **Balance of City Fire Impact Fees.** With regard to the balance of the City Fire Impact Fees that the City had collected prior to the Effective Date of this Agreement, the City shall retain such funds and shall dispose of same in a manner as determined by the City Council in full compliance with the Brooksville Impact Fee Ordinance and the City Capital Improvement Plan.

14. **Inconsistent Provisions.** To the extent any provision of this Agreement 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 agreement.

15. **Modification.** This Agreement may not be modified except by written amendment approved and executed by both parties.

16. **Severability.** If any terms or provisions of this Agreement 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.

17. **Termination.** The Parties acknowledge that this Agreement shall automatically terminate upon the termination of the Consolidation Agreement. In order to ensure time for adequate budgeting strategies, any termination of this Agreement shall only become effective on the last day of the upcoming fiscal year, not the fiscal year in which notice of termination is served.

18. **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.

19. **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

20. **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.

21. **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.

22. **Integrated Final Agreement.** This Agreement 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.

23. **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.

24. **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



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