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3 **Staff Summary**

4 This ordinance provides for the adoption of an Interlocal Service Boundary Agreement (ISBA)
5 between Lake County and City of Clermont. The ISBA addresses annexation of non-contiguous
6 properties, annexation and maintenance of right of way, development applications, land
7 development regulations, comprehensive plan provisions, solid waste, fire hydrants, sharing of
8 equipment and resources, fire and rescue services, E-911 system, and addressing standards. This
9 ordinance also repeals and replaces Ordinance 2014-33, which previously adopted the Clermont
10 ISBA.

11
12 **ORDINANCE NO. 2014 – 71**

13
14 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE**
15 **COUNTY, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY**
16 **AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF CLERMONT;**
17 **REPEALING AND REPLACING ORDINANCE 2014-33 THAT PREVIOUSLY**
18 **ADOPTED AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE**
19 **CITY OF CLERMONT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN**
20 **EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF**
21 **STATE.**

22
23 **WHEREAS,** the Interlocal Service Boundary Agreement Act (§171.20 - §171.212,
24 *Florida Statutes*) is intended to “provide an alternative . . . for local governments regarding the
25 annexation of territory into a municipality and the subtraction of territory from the
26 unincorporated area of the county” (§171.201, *Florida Statutes*); and

27
28 **WHEREAS,** the principal goal of the Interlocal Service Boundary Agreement Act is to
29 “encourage local governments to jointly determine how to provide services to residents and
30 property in the most efficient and effective manner while balancing the needs and desires of the
31 community” (§171.201, *Florida Statutes*); and

32
33 **WHEREAS,** the Interlocal Service Boundary Agreement Act is also intended to
34 “establish a more flexible process for adjusting municipal boundaries and to address a wider
35 range of the effects of annexation” and “to encourage intergovernmental coordination in
36 planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts
37 and litigation between local governments” (§171.201, *Florida Statutes*); and

38
39 **WHEREAS,** on August 14, 2012, the City of Clermont adopted a Resolution inviting
40 Lake County, the City of Minneola, the City of Groveland and the Town of Montverde to
41 participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA) pursuant to
42 §171.203, *Florida Statutes*; and

43
44 **WHEREAS,** on October 23, 2012, Lake County adopted a responding Resolution
45 inviting the Towns of Lady Lake, Montverde, Howey-in-the-Hills, and Astatula, and the Cities
46 of Clermont, Minneola, Groveland, Mascotte, Tavares, Eustis, Mount Dora, Umatilla, Leesburg,

1 and Fruitland Park to participate in the negotiation of an Interlocal Service Boundary Agreement
2 (ISBA) pursuant to §171.203, *Florida Statutes*; and
3

4 **WHEREAS**, subsequent to the City of Clermont’s August 14, 2012 Resolution,
5 representatives for Lake County and the City of Clermont (collectively, the “Parties”) met and
6 negotiated an ISBA addressing annexation of non-contiguous properties, annexation and
7 maintenance of right of way, development applications, land development regulations,
8 comprehensive plan provisions, solid waste, fire hydrants, sharing of equipment and resources,
9 fire and rescue services, E-911 system, and addressing standards; and
10

11 **WHEREAS**, on July 8, 2014, Lake County adopted Ordinance 2014-33 which adopted
12 an ISBA between the City of Clermont and Lake County, wherein Lake County added additional
13 language to the ISBA to which the City of Clermont objected; and
14

15 **WHEREAS**, Lake County has agreed to repeal Ordinance 2014-33 and approve the
16 original ISBA as presented on July 8, 2014; and
17

18 **WHEREAS**, the Parties have reduced their agreement to a writing, as set forth in the
19 ISBA attached hereto as **Exhibit “A”**; and
20

21 **WHEREAS**, the negotiated ISBA attached hereto as **Exhibit “A”** meets the goals of the
22 Interlocal Service Boundary Agreement Act in that it fosters intergovernmental coordination in
23 planning, service delivery, and boundary adjustments, and promotes efficient and effective
24 service delivery while balancing the needs and desires of the community; and
25

26 **WHEREAS**, §171.203(14), *Florida Statutes*, states that when “the local governments
27 have reached an interlocal service boundary agreement, the county . . . shall adopt the agreement
28 by ordinance”; and
29

30 **WHEREAS**, the County has the authority to enter into the attached ISBA pursuant to
31 §125.01, *Florida Statutes*;
32

33 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
34 Lake County, Florida as follows:
35

36 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated
37 herein by reference.
38

39 **Section 2. Repeal.** Ordinance 2014-33, which previously adopted the
40 Clermont ISBA, is hereby repealed in its entirety.
41

42 **Section 3. Adoption.** The Lake County Board of County Commissioners hereby
43 adopts the Interlocal Service Boundary Agreement between Lake County and the City of
44 Clermont, attached hereto and incorporated herein as **Exhibit “A.”**
45

1 **Section 4. Severability.** If any section, sentence, clause, or phrase of the Ordinance
2 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
3 shall in no way affect the validity of the remaining portion of this Ordinance.
4

5 **Section 5. Effective.** This Ordinance shall become effective as provided for by
6 law.
7

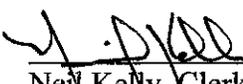
8 **Section 6. Filing with the Department of State.** The clerk shall be and is
9 hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State
10 of Florida in accordance with Section 125.66, Florida Statutes.
11

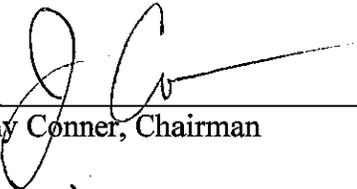
12
13
14 Enacted this 2nd day of December, 2014.

15
16 Filed with the Secretary of State December 9, 2014.
17

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19
20
21 ATTEST:

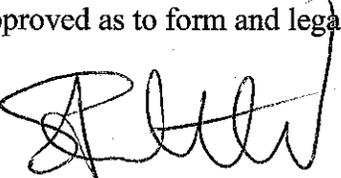
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

22
23
24
25 
26 _____
27 Neil Kelly, Clerk of the
28 Board of County Commissioners
29 of Lake County, Florida

30
31
32 
33 _____
34 Jimmy Conner, Chairman

35
36 This 3rd day of December, 2014.

37 Approved as to form and legality:

38 
39 _____
Sanford A. Minkoff
County Attorney

1
2
3

EXHIBIT A

ISBA AGREEMENT TO BE ATTACHED HERE

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
The City of Clermont and Lake County, Florida**

June 10, 2014

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
THE CITY OF CLERMONT AND LAKE COUNTY, FLORIDA**

This Interlocal Service Boundary Agreement (the "Agreement") is made by and between the City of Clermont, a Florida municipality ("CLERMONT") and Lake County, a political subdivision of the State of Florida (the "COUNTY").

WITNESSETH

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to "encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community." It is also intended to provide "a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation" . . . "to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments" . . . "to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability" . . . and "to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services"; and

WHEREAS, the Parties desire to identify lands that are logical for future annexations into the CLERMONT; and

WHEREAS, the Parties find that the benefits of intergovernmental communications and coordination will accrue to all Parties; and

WHEREAS, the elected officials of the Parties have met and negotiated in good faith to resolve issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their agreement to writing as set forth in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes* (2012); and

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such map the boundary areas for CLERMONT as well as unincorporated areas.

3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the Interlocal Service Agreement Boundary as displayed on Exhibit A:

a. **ANNEXATION OF PROPERTIES.**

- i. **Part I Chapter 171, Florida Statutes.** CLERMONT shall be entitled to annex any property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
 - ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation, so long as CLERMONT agrees to provide services to such enclave, and CLERMONT holds a public hearing prior to such annexation where the owners of all properties within the enclave are given written, first class mail notice, and an opportunity to comment publicly at such meeting.
 - iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any non-contiguous real property in the unincorporated area within the Interlocal Service Boundary Area by CLERMONT as depicted in "Exhibit A" provided that subject properties are
 1. presently served by CLERMONT or other public central water and/or sewer utility; or
 2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further the CLERMONT shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.
- b. CLERMONT shall not annex any areas not contained within the Clermont ISBA without the approval of the COUNTY.
- c. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of CLERMONT, so long as at least one side of the road will be bounded by property located within CLERMONT after the annexation, or which meets any of the other annexation requirements of this Agreement. CLERMONT agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require CLERMONT to accept maintenance responsibility for such road.
- d. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification)

intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,, CLERMONT shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require CLERMONT to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall CLERMONT have any responsibility to widen any such road.

4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.**

Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In order to minimize such difficulties, CLERMONT and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the CLERMONT ISBA; designated area on **Exhibit A**, or any application for development received by CLERMONT for land within CLERMONT limits and within five hundred feet (500') of land that is located in the unincorporated area, CLERMONT or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. CLERMONT and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be.
- b. **Land Development Regulations.** CLERMONT and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, CLERMONT and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. CLERMONT and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party's control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from CLERMONT and the COUNTY shall meet to review the progress that has been made.
- c. **Comprehensive Plans.** CLERMONT and the COUNTY acknowledge that CLERMONT's Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of CLERMONT within their designated areas. CLERMONT and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in CLERMONT and COUNTY.

5. **SOLID WASTE.** The COUNTY and CLERMONT agree that through July 2014, CLERMONT shall deliver all solid waste under its control to COUNTY for disposal, so long as the rates charged by COUNTY remain competitive with rates charged in the Central Florida area, and so long as the cost to CLERMONT in doing so is less than CLERMONT's cost in using a different solid waste facility. The term "cost" as used in this Section 5 shall include but not be limited to transfer (fuel) costs and tipping fees. COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by CLERMONT at their option, and will coordinate and communicate with CLERMONT on solid waste disposal opportunities which may exist after 2014.

6. **FIRE HYDRANTS.** CLERMONT agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on CLERMONT's standards and approval, for fire hydrant spacing at COUNTY's expense. CLERMONT agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by CLERMONT. CLERMONT agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify CLERMONT anytime such a hydrant is used along with an estimate of how much water was used. Notification shall be in writing to the City Manager and provided within seven (7) calendar days of the COUNTY's use.

7. **SHARING OF EQUIPMENT AND RESOURCES.** CLERMONT and the COUNTY each own and operate equipment and resources that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party to this agreement to utilize the resources of another party in an effort to avoid duplication. CLERMONT and the COUNTY agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resource or equipment shall also be responsible to pay any staff costs.

8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing system. Such system is in use in the unincorporated area of Lake County and in some municipal areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not in compliance with the COUNTY numbering system. However, universal use of the COUNTY addressing system will enhance emergency response for all citizens of Lake County. CLERMONT and the COUNTY agree that any new address issued by CLERMONT or COUNTY (including any readdressing that may occur) will be issued in accordance with the County E 911 addressing system and rules. CLERMONT agrees that from the Effective Date of this agreement, all new addresses issued to their residents, shall meet the COUNTY's addressing standards. CLERMONT shall utilize the process set forth in Exhibit B, attached hereto and incorporated herein by reference.

9. **FIRE AND RESCUE SERVICES.**

- a. COUNTY and CLERMONT agree to automatically respond to assist the other for all types of emergencies including fire, medical emergencies, rescue, hazardous material, extrication, and natural and accidental disasters within the ISBA area, as well as in adjacent areas pursuant to Section (d) below. The provisions of this agreement do not apply to non-emergency calls, as defined in vii. below.
 - i. The parties agree to provide such assistance on an automatic aid basis utilizing the available units nearest to the incident.
 - ii. This agreement is not intended and shall not be construed to in any way deprive COUNTY or CLERMONT of any jurisdictional powers that such entity may have, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this agreement.
 - iii. For purpose of this agreement, automatic aid shall be defined as the immediate response of emergency personnel closest to the scene, regardless of whether such personnel are from the jurisdiction where the incident is located. The automatic aid shall be based on a predefined process agreed to pursuant to vii. below that results in the immediate response of emergency personnel to the scene of an emergency. COUNTY and CLERMONT shall mutually agree on the level of response that different types of incidents will require, and units will be dispatched accordingly. All units of COUNTY and CLERMONT shall be available to be dispatched, unless involved in another call, if such response is required based on the necessary level of response that is required.
 - iv. During the term of this agreement, COUNTY and CLERMONT agree that they will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter "LEMS") (or any successor entity approved both by COUNTY and CLERMONT) for dispatching of fire and emergency medical services.
 - v. During the term of this agreement, COUNTY and CLERMONT agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter "AVL") on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be compatible with computer and radio systems maintained by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any CLERMONT response vehicle that does not currently have one; CLERMONT will be responsible to purchase such units for vehicles placed in service after the effective date. CLERMONT and COUNTY will be responsible for maintenance and operating charges for AVL's on their own vehicles.
 - vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is

not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and CLERMONT shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.

- vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and CLERMONT for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
 - viii. Nothing in this agreement shall prohibit COUNTY or CLERMONT from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and CLERMONT.
 - ix. COUNTY and CLERMONT agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party. The relocation of the existing COUNTY fire station on SR 50 to the Lake County Sheriff Substation, also on SR 50 shall not be subject to this requirement.
 - x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and CLERMONT or any other governmental unit for areas not included within this agreement.
- b. It is the intent of this agreement to allocate the costs of an agency responding to an event in the other's jurisdiction through a method whereby compensation is set based upon the type of call. At the end of each quarter, the number of calls that COUNTY and CLERMONT respond to in the other's jurisdiction shall be reviewed, calculated and compensation shall be paid as follows:
- i. At the end of each quarter, calls responded to in the other agency's jurisdiction shall be determined, utilizing call data maintained by the dispatch agency. Only calls where the dispatcher dispatched a unit based on the predefined process described above shall be counted. As indicated earlier, COUNTY or CLERMONT have the right to send units to a call without being dispatched; however, in such a case, such call shall not be calculated for purposes of compensation. For purposes of this provision, "self-dispatched" calls shall be

defined, based on dispatch records, as calls wherein the dispatcher did not call the unit to the scene.

ii. Determination of compensable calls. The following rules shall be used to determine how to determine the number of compensable calls:

1. For purposes of medical calls, each vehicle that is dispatched shall be considered a separate call.
2. For purposes of fire calls, each call for service to an incident shall be considered one call, regardless of the number of vehicles that are dispatched.
3. Calls that are dispatched for non-emergency purposes shall not be counted as a response by COUNTY or CLERMONT for purposes of this agreement and neither agency shall be required to respond to such non-emergency call, although they may respond if they wish.
4. Calls that are self-dispatched meaning responses that are to an incident where the dispatcher did not call that unit shall not be counted as a response for purposes of this agreement.
5. Calls that are dispatched due to an automobile accident shall be counted as a medical call incident.
6. Additional rules and compensation amounts regarding specific types of calls may be applied if approved in writing by the City Manager of CLERMONT and County Manager of COUNTY.

iii. At the end of each quarter, the number of calls for the prior quarter shall be reviewed to determine if either COUNTY or CLERMONT responded to more calls outside their jurisdiction than were responded to inside their jurisdiction. For this purpose, separate calculations shall be made for emergency medical response and fire response. A call which is made by the dispatcher, but subsequently cancelled shall be calculated as half (1/2) of a call. For each category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the "net number of calls". Only the net number of calls shall be compensable. By way of illustration, in a quarter if CLERMONT were to answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer forty-five (45) calls in CLERMONT's jurisdiction, the net five (5) calls would be compensable from COUNTY to CLERMONT.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: \$100 per call.
2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor CLERMONT shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their

own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this agreement shall be February 1, 2015 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
 2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and CLERMONT. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after January 31, 2017, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and CLERMONT shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and CLERMONT for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
- d. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the Clermont ISBA area. These include Minneola, Groveland, Mascotte, and Montverde. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to CLERMONT and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by CLERMONT and COUNTY.
- e. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to CLERMONT and COUNTY. CLERMONT and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the County Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties to this agreement. The costs of the Certified Accounting Firm shall be borne equally by COUNTY and CLERMONT.
- f. Any payments that are due to another party to this agreement shall be made within twenty-five (25) days after the delivery of the report described in Section (e) above,

unless an objection is filed. In such a case, the undisputed portions of the report shall be paid and the balance shall be due within fifteen (15) days after resolution of the dispute.

10. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an Ordinance adopting this Agreement enacted by CLERMONT and COUNTY. The Effective Date shall be the date of final adoption by the last party.
11. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.
12. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least eighteen (18) months prior to the termination date.
13. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party without cause, prior to its expiration, unless an amendment to the Agreement is approved by all Parties in writing.
14. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.
15. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Clermont:

Darren Gray, City Manager
Post Office Box 120219
Clermont, Florida 34712

cc: Dan Mantzaris, City Attorney
Post Office Box 120219
Clermont, Florida 34712

Lake County:

David Heath, County Manager
P. O. Box 7800
Tavares, Florida 32778

cc: Sanford A. Minkoff, County Attorney
P.O. Box 7800
Tavares, Florida 32778

16. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.
17. **AUTHORITY.** The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
19. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.
20. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
21. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort to amend their respective intergovernmental coordination elements of their comprehensive plan as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance with this Agreement as well as to address areas of economic development, which may include employment centers, industrial, commercial, and multi-family uses. Consistent with §171.203(11), *Florida Statutes*, and within the time frame established above, CLERMONT shall make a good faith effort to adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation
- COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).
22. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, CLERMONT shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.
23. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.

24. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.

Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Jimmy Conner, Chairman

This _____ day of _____, 2014.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.

CITY OF CLERMONT, FLORIDA

Harold Turville, Jr., Mayor

This ____ day of _____, 2014.

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBITS

Exhibit A: Interlocal Service Boundary Area Map

Exhibit B: Addressing Standards

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY

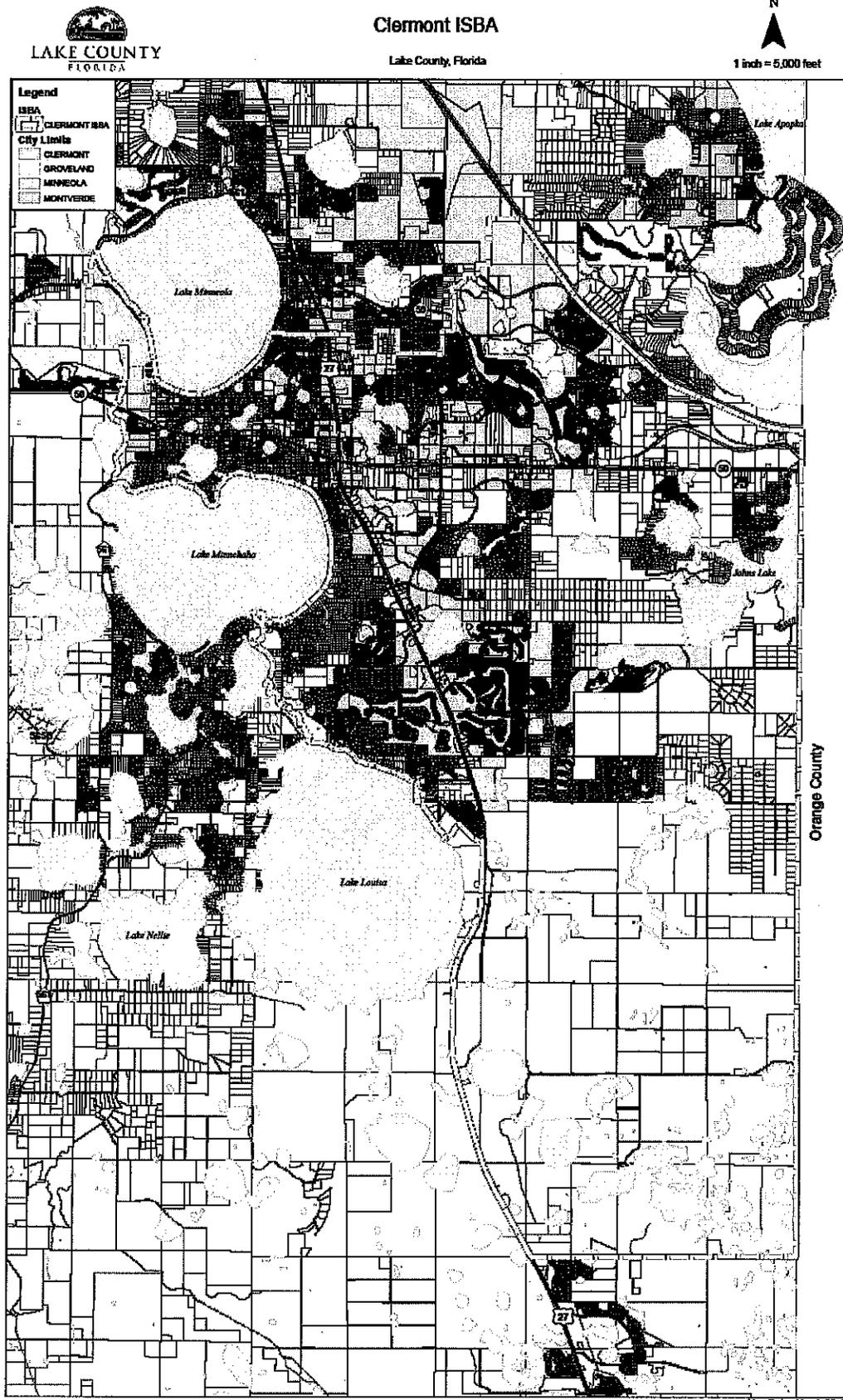


EXHIBIT B: ADDRESSING STANDARDS

(Page 1 of 2)

Clermont Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Clermont, and Clermont will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Clermont addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;

B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;

C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and

D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.

E. County properties annexing into Clermont may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

December 9, 2014

Honorable Neil Kelly
Clerk of the Circuit Court
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Susan Boyajan

Dear Mr. Kelly:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your electronic copy of Lake County Ordinance No. 2014-71, which was filed in this office on December 9, 2014.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb