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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.  
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10 **ORDINANCE NO. 2014 – \_\_\_\_**

11  
12 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE**  
13 **COUNTY, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY**  
14 **AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF CLERMONT;**  
15 **PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND**  
16 **PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.**  
17

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

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

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

34 **WHEREAS**, on August 14, 2012, the City of Clermont adopted a Resolution inviting  
35 Lake County, the City of Minneola, the City of Groveland and the Town of Montverde to  
36 participate in the negotiation of an Interlocal Service Boundary Agreement (ISBA) pursuant to  
37 §171.203, *Florida Statutes*; and  
38

39 **WHEREAS**, on October 23, 2012, Lake County adopted a responding Resolution  
40 inviting the Towns of Lady Lake, Montverde, Howey-in-the-Hills, and Astatula, and the Cities  
41 of Clermont, Minneola, Groveland, Mascotte, Tavares, Eustis, Mount Dora, Umatilla, Leesburg,  
42 and Fruitland Park to participate in the negotiation of an Interlocal Service Boundary Agreement  
43 (ISBA) pursuant to §171.203, *Florida Statutes*; and  
44

45 **WHEREAS**, subsequent to the City of Clermont’s August 14, 2012 Resolution,  
46 representatives for Lake County and the City of Clermont (collectively, the “Parties”) met and

1 negotiated an ISBA addressing annexation of non-contiguous properties, annexation and  
2 maintenance of right of way, development applications, land development regulations,  
3 comprehensive plan provisions, solid waste, fire hydrants, sharing of equipment and resources,  
4 fire and rescue services, E-911 system, and addressing standards; and  
5

6 **WHEREAS**, the Parties have reduced their agreement to a writing, as set forth in the  
7 ISBA attached hereto as **Exhibit “A”**; and  
8

9 **WHEREAS**, the negotiated ISBA attached hereto as **Exhibit “A”** meets the goals of the  
10 Interlocal Service Boundary Agreement Act in that it fosters intergovernmental coordination in  
11 planning, service delivery, and boundary adjustments, and promotes efficient and effective  
12 service delivery while balancing the needs and desires of the community; and  
13

14 **WHEREAS**, §171.203(14), *Florida Statutes*, states that when “the local governments  
15 have reached an interlocal service boundary agreement, the county . . . shall adopt the agreement  
16 by ordinance”; and  
17

18 **WHEREAS**, the County has the authority to enter into the attached ISBA pursuant to  
19 §125.01, *Florida Statutes*;  
20

21 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of  
22 Lake County, Florida as follows:  
23

24 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated  
25 herein by reference.  
26

27 **Section 2. Adoption.** The Lake County Board of County Commissioners hereby  
28 adopts the Interlocal Service Boundary Agreement between Lake County and the City of  
29 Clermont, attached hereto and incorporated herein as **Exhibit “A.”**  
30

31 **Section 3. Severability.** If any section, sentence, clause, or phrase of the Ordinance  
32 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding  
33 shall in no way affect the validity of the remaining portion of this Ordinance.  
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35 **Section 4. Effective.** This Ordinance shall become effective upon filing with the  
36 Secretary of the State.  
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**Section 5. Filing with the Department of State.** The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Filed with the Secretary of State \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

ATTEST:

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

\_\_\_\_\_  
Jimmy Conner, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

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EXHIBIT A

ISBA AGREEMENT TO BE ATTACHED HERE

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN**

**The City of Clermont and**

**Lake County, Florida**

**December 12, 2013**

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1 2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit  
2 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such  
3 map the boundary areas for CLERMONT as well as unincorporated areas.  
4

5 3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the  
6 Interlocal Service Agreement Boundary as displayed on Exhibit A:  
7

8 a. **ANNEXATION OF PROPERTIES.**  
9

10 i. **Part I Chapter 171, Florida Statutes.** CLERMONT shall be entitled to annex any  
11 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.  
12

13 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the  
14 annexation of any enclave or the creation of any enclave which is the result of an  
15 annexation, so long as CLERMONT agrees to provide services to such enclave, and the  
16 CLERMONT holds a public hearing prior to such annexation where the owners of all  
17 properties within the enclave are given written, first class mail notice, and an  
18 opportunity to comment publicly at such meeting.  
19

20 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida**  
21 **Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any  
22 non-contiguous real property in the unincorporated area within the Interlocal Service  
23 Boundary Area by CLERMONT as depicted in “Exhibit A” provided that subject  
24 properties are  
25

- 26 1. presently served by CLERMONT or other public central water and/or sewer utility;  
27 or
- 28 2. where subject property owner/developer has entered into a concurrent Water and  
29 Sewer Utility Agreement at the time of annexation to extend utility infrastructure to  
30 the subject property, and provided further the CLERMONT shall not approve any  
31 development, or issue a final development order in such annexed area unless central  
32 water and wastewater shall serve the development.  
33

34 b. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the  
35 annexation of right of way located in the Interlocal Service Boundary Agreement area of  
36 CLERMONT, so long as at least one side of the road will be bounded by property located  
37 within CLERMONT after the annexation, or which meets any of the other annexation  
38 requirements of this Agreement. CLERMONT agrees that at the time that it annexes any  
39 property which abuts a roadway, that, to the extent possible, it will also annex the adjacent  
40 road right of way to avoid the creation of roadway enclaves. Annexing the right of way  
41 pursuant to this sub-paragraph does not require CLERMONT to accept maintenance  
42 responsibility for such road.  
43

44 c. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation  
45 of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any  
46 subject road right-of-way, other than a State of Florida operated and maintained right-of-way,  
47 located between two nearest collector streets (or streets with a higher classification)  
48 intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,,  
49 CLERMONT shall assume maintenance responsibility for such road right-of-way segment  
50 and associated drainage facilities not terminating at any right-of-way centerline, but between

1 and extending to and including the above mentioned local cross street intersections, or as may  
2 be mutually designated. All such transfers of maintenance responsibility related to an  
3 annexation shall include the entire width of the right-of-way adjacent to annexed properties.  
4 However, nothing in this agreement shall require CLERMONT to assume maintenance for  
5 any roadway and associated drainage facilities that does not meet City standards other than  
6 right of way width, nor shall CLERMONT have any responsibility to widen any such road.  
7

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

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

15 a. **Development Applications.** For any application for development which is received by  
16 COUNTY for land within the CLERMONT ISBA, designated area on **Exhibit A**, or any  
17 application for development received by CLERMONT for land within CLERMONT  
18 limits and within five hundred feet (500') of land that is located in the unincorporated  
19 area, CLERMONT or COUNTY, as the case may be, will immediately provide a copy of  
20 the development application to the other. CLERMONT and COUNTY shall work  
21 together to minimize any conflicts in regulations and to make the permitting process as  
22 efficient as can be.

23  
24 b. **Land Development Regulations.** CLERMONT and the COUNTY shall work together  
25 to compare their respective Land Development Regulations, and where there are  
26 inconsistent regulations; work towards eliminating such inconsistency, to the extent  
27 possible. When regulations are inconsistent, CLERMONT and the COUNTY shall strive  
28 to jointly amend the regulations with a goal to eliminate unnecessary conflict.  
29 CLERMONT and the COUNTY recognize there may be regulations that a party cannot  
30 amend for purposes of consistency due to factors beyond the party's control, for example,  
31 consumptive use permit requirements. It is estimated that this process shall take up to  
32 thirty-six (36) months, at which time elected representatives from CLERMONT and the  
33 COUNTY shall meet to review the progress that has been made.

34  
35 c. **Comprehensive Plans.** CLERMONT and the COUNTY acknowledge that  
36 CLERMONT's Comprehensive Plans will have to be updated as annexations occur, and  
37 that the COUNTY Comprehensive Plan may need to be amended to accommodate future  
38 growth plans of CLERMONT within their designated areas. CLERMONT and the  
39 COUNTY agree to work together to jointly plan the designated areas to avoid  
40 incompatibility between uses in CLERMONT and COUNTY.  
41

42 **5. SOLID WASTE.** The COUNTY and CLERMONT agree that through July 2014, CLERMONT  
43 shall deliver all solid waste under its control to COUNTY for disposal, so long as the rates charged by  
44 COUNTY remain competitive with rates charged in the Central Florida area, and so long as the cost  
45 to CLERMONT in doing so is less than CLERMONT's cost in using a different solid waste facility.

1 The term “cost” as used in this Section 5 shall include but not be limited to transfer (fuel) costs and  
2 tipping fees. COUNTY agrees that any contract that it enters for the collection of waste will be able  
3 to be utilized by CLERMONT at their option, and will coordinate and communicate with  
4 CLERMONT on solid waste disposal opportunities which may exist after 2014.  
5

6 6. **FIRE HYDRANTS.** CLERMONT agrees that any time a potable water line is extended into or  
7 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended  
8 distances, based on CLERMONT’s standards and approval, for fire hydrant spacing at COUNTY’s  
9 expense. CLERMONT agrees that COUNTY shall have the right to have fire hydrants installed on  
10 any City water line located in the unincorporated area at COUNTY expense and as approved by  
11 CLERMONT. CLERMONT agrees that the COUNTY Fire Department shall have the right to use  
12 any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify  
13 CLERMONT anytime such a hydrant is used along with an estimate of how much water was used.  
14 Notification shall be in writing to the City Manager and provided within seven (7) calendar days of  
15 the COUNTY’s use.  
16

17 7. **SHARING OF EQUIPMENT AND RESOURCES.** CLERMONT and the COUNTY each own  
18 and operate equipment and resources that might be of use to the other. The goal of this paragraph is  
19 to minimize duplication of resources by allowing one party to this agreement to utilize the resources  
20 of another party in an effort to avoid duplication. CLERMONT and the COUNTY agree to allow the  
21 other party to utilize resources and equipment owned by the other so long as such equipment and  
22 resource is available and so long as the using party pays all costs involved with such use. It is  
23 recognized that in order to utilize some types of equipment, staffing from the donating agency will  
24 also be required, and in such a case, the agency using such resource or equipment shall also be  
25 responsible to pay any staff costs.  
26

27 8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing  
28 system. Such system is in use in the unincorporated area of Lake County and in some municipal  
29 areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not  
30 in compliance with the COUNTY numbering system. However, universal use of the COUNTY  
31 addressing system will enhance emergency response for all citizens of Lake County. CLERMONT  
32 and the COUNTY agree that any new address issued by CLERMONT or COUNTY (including any  
33 readdressing that may occur) will be issued in accordance with the County E 911 addressing system  
34 and rules. CLERMONT agrees that from the Effective Date of this agreement, all new addresses  
35 issued to their residents, shall meet the COUNTY’s addressing standards. CLERMONT shall utilize  
36 the process set forth in Exhibit B, attached hereto and incorporated herein by reference.  
37

38 9. **FIRE AND RESCUE SERVICES.**  
39

40 a. COUNTY and CLERMONT agree to automatically respond to assist the other for all  
41 types of emergencies including fire, medical emergencies, rescue, hazardous material,  
42 extrication, and natural and accidental disasters within the ISBA area, as well as in

1 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not  
2 apply to non-emergency calls, as defined in vii. below.  
3

4 i. The parties agree to provide such assistance on an automatic aid basis utilizing  
5 the available units nearest to the incident.  
6

7 ii. This agreement is not intended and shall not be construed to in any way deprive  
8 COUNTY or CLERMONT of any jurisdictional powers that such entity may  
9 have, nor is it the intention of the parties to combine their individual departments  
10 into a single department or district providing the services encompassed by this  
11 agreement.  
12

13 iii. For purpose of this agreement, automatic aid shall be defined as the immediate  
14 response of emergency personnel closest to the scene, regardless of whether such  
15 personnel are from the jurisdiction where the incident is located. The automatic  
16 aid shall be based on a predefined process agreed to pursuant to vii. below that  
17 results in the immediate response of emergency personnel to the scene of an  
18 emergency. COUNTY and CLERMONT shall mutually agree on the level of  
19 response that different types of incidents will require, and units will be  
20 dispatched accordingly. All units of COUNTY and CLERMONT shall be  
21 available to be dispatched, unless involved in another call, if such response is  
22 required based on the necessary level of response that is required.  
23

24 iv. During the term of this agreement, COUNTY and CLERMONT agree that they  
25 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter  
26 “LEMS”) (or any successor entity approved both by COUNTY and  
27 CLERMONT) for dispatching of fire and emergency medical services.  
28

29 v. During the term of this agreement, COUNTY and CLERMONT agree that they  
30 will install and maintain Automatic Vehicular Locator Systems (hereinafter  
31 “AVL”) on all emergency response vehicles in their fleets that are located in or  
32 near the ISBA area; such Automatic Vehicular Locator Systems shall be  
33 compatible with computer and radio systems maintained by LEMS. COUNTY  
34 agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for  
35 any CLERMONT response vehicle that does not currently have one;  
36 CLERMONT will be responsible to purchase such units for vehicles placed in  
37 service after the effective date. CLERMONT and COUNTY will be responsible  
38 for maintenance and operating charges for AVL’s on their own vehicles.  
39

40 vi. While providing automatic response, an entity that is responding outside its  
41 jurisdiction shall be subject to the orders and directions of the officer in charge of  
42 the operations. If an officer for the jurisdiction in which the incident is located is  
43 not available at the scene, the highest-ranking officer from the responding party  
44 will control the scene until its termination or an officer from the jurisdiction in  
45 which the incident has occurred arrives and scene control is properly transferred.  
46 COUNTY and CLERMONT shall utilize National Fire Protection Standards and  
47 National Incident Management System (NIMS) standards to ensure that the

1 Incident Command System, the Personnel Accountability System and other  
2 standards are adhered to.  
3

4 vii. The Chiefs of the fire departments and the Executive Director of LEMS or their  
5 designees, will meet and draft, and may thereafter revise, a written plan for the  
6 procedures and operations necessary to effectively implement this agreement.  
7 The written plan shall include a definition of non-emergency calls and shall  
8 include the process described in iii. above. Should a disagreement arise between  
9 such Chiefs and/or Executive Director, the matter shall be referred to the  
10 Managers for COUNTY and CLERMONT for resolution. Any dispute or  
11 disagreement that cannot be resolved at this level shall be resolved utilizing the  
12 dispute resolution process of this ISBA Agreement.  
13

14 viii. Nothing in this agreement shall prohibit COUNTY or CLERMONT from  
15 sending additional resources to an incident located within their respective  
16 jurisdiction, even if such resources are not required by the plan for procedures  
17 and operations approved by the fire chiefs of COUNTY and CLERMONT.  
18

19 ix. COUNTY and CLERMONT agree that they will not locate or establish a new  
20 fire station that is located in the jurisdiction of the other or close a fire station  
21 within the ISBA area without the written permission of the other party. The  
22 relocation of the existing COUNTY fire station on SR 50 to the Lake County  
23 Sheriff Substation, also on SR 50 shall not be subject to this requirement.  
24

25 x. Nothing in this agreement shall affect any other mutual aid agreements that are or  
26 may be in existence between COUNTY and CLERMONT or any other  
27 governmental unit for areas not included within this agreement.  
28

29 b. It is the intent of this agreement to allocate the costs of an agency responding to an event  
30 in the other's jurisdiction through a method whereby compensation is set based upon the  
31 type of call. At the end of each quarter, the number of calls that COUNTY and  
32 CLERMONT respond to in the other's jurisdiction shall be reviewed, calculated and  
33 compensation shall be paid as follows:  
34

35 i. At the end of each quarter, calls responded to in the other agency's jurisdiction  
36 shall be determined, utilizing call data maintained by the dispatch agency. Only  
37 calls where the dispatcher dispatched a unit based on the predefined process  
38 described above shall be counted. As indicated earlier, COUNTY or  
39 CLERMONT have the right to send units to a call without being dispatched;  
40 however, in such a case, such call shall not be calculated for purposes of  
41 compensation. For purposes of this provision "self-dispatched" calls shall be  
42 defined, based on dispatch records, as calls wherein the dispatcher did not call  
43 the unit to the scene.  
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45 ii. Determination of compensable calls. The following rules shall be used to  
46 determine how to determine the number of compensable calls:  
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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.
- 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 (½) 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 if 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 March 1, 2014 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.

1 2. The compensation amounts in (b)(ii) above are estimates that have been  
2 agreed to by COUNTY and CLERMONT. It is also possible that during  
3 the term of this agreement costs may change. Within ninety (90) days  
4 after February 28, 2016, and every three (3) years thereafter on the same  
5 date, should either party believe that such amounts shall be adjusted, they  
6 shall notify the other in writing. Upon such notification, COUNTY and  
7 CLERMONT shall meet to renegotiate such rates. Should a  
8 disagreement arise which cannot be resolved, the matter shall be referred  
9 to the Managers for COUNTY and CLERMONT for resolution. Any  
10 dispute or disagreement that cannot be resolved at this level shall be  
11 resolved utilizing the dispute resolution process of this ISBA Agreement.  
12

13 d. Additional Parties: There are other governmental units that provide fire and emergency  
14 medical response in areas adjacent to the Clermont ISBA area. These include Minneola,  
15 Groveland, Mascotte, Leesburg, and Montverde. It is possible that agreements between  
16 COUNTY and one or more of those entities may be negotiated and entered into. In such  
17 a case, it may be of benefit to CLERMONT and COUNTY to incorporate those  
18 additional areas into this agreement by amendment in order to provide a seamless  
19 emergency response system. The parties agree that such an amendment may be made  
20 only if agreed to in writing by CLERMONT and COUNTY.  
21

22 e. In making the determination of amounts due under this agreement, data from LEMS's  
23 dispatch shall be used as the basis to determine the number of calls which are to be  
24 counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS  
25 will prepare a report and send it to CLERMONT and COUNTY. CLERMONT and  
26 COUNTY shall have fifteen (15) days to review such report, and to object. Should either  
27 party object to the report or the data contained therein, the County Manager and City  
28 Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should  
29 the managers be unable to resolve such objection, payment shall be made for the portion  
30 of the report that is not in dispute, and the parties shall select a Certified Professional  
31 Accounting Firm which shall conduct a review and render a decision on the dispute. The  
32 decision of the Certified Public Accounting Firm shall be final and binding on all parties  
33 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by  
34 COUNTY and CLERMONT.  
35

36 f. Any payments that are due to another party to this agreement shall be made within  
37 twenty-five (25) days after the delivery of the report described in Section (e) above,  
38 unless an objection is filed. In such a case, the undisputed portions of the report shall be  
39 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.  
40

41 10. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years  
42 from the effective date of this Agreement. This Agreement shall be effective upon final adoption  
43 of an Ordinance adopting this Agreement enacted by CLERMONT and COUNTY. The Effective  
44 Date shall be the date of final adoption by the last party.

45 11. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the  
46 Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the  
47 twenty year term no later than eighteen months prior to the termination of the Initial Term.

1 12. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this  
2 Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term  
3 of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least  
4 eighteen (18) months prior to the termination date.

5 13. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party  
6 without cause, prior to its expiration, unless an amendment to the Agreement is approved by all  
7 Parties in writing.

8 14. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties  
9 agree to resolve the dispute consistent with the conflict resolution procedures established in  
10 Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days  
11 following the conclusion of the procedures established in chapter 164, a party may file an action  
12 in circuit court.

13 15. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or  
14 gives under this Agreement must be in writing and shall be given only by hand delivery for which  
15 a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices  
16 shall be delivered or mailed to the addresses and parties set forth below or as any Party may  
17 otherwise designate in writing.

18  
19 City of Clermont: City Manager  
20 Post Office Box 120219  
21 Clermont, Florida 34712

22  
23 cc: City Attorney  
24 Post Office Box 120219  
25 Clermont, Florida 34712

26  
27 Lake County: County Manager  
28 P. O. Box 7800  
29 Tavares, Florida 32778

30  
31 cc: County Attorney  
32 P.O. Box 7800  
33 Tavares, Florida 32778  
34

35 16. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no  
36 right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third  
37 party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to  
38 confer upon or give any person, corporation or governmental entity other than the Parties any  
39 right, remedy or claim under or by reason of this Agreement or any provisions or conditions  
40 hereof, and all the provisions, representations, covenants, and conditions herein contained shall  
41 insure to the sole benefit of and shall be binding upon the Parties, and their respective  
42 representatives, successors and assigns.

43  
44 17. **AUTHORITY.** The Parties each represent and warrant to the other its respective  
45 authority to enter into this Agreement, acknowledge the validity and enforceability of this  
46 Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a  
47 legal, valid and binding contract enforceable by the Parties in accordance with its terms and

1 conditions, and that the enforceability is not subject to any impairment by the applicability of any  
2 public policy or police powers.  
3

4 18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the  
5 Parties with respect to the subject matters addressed herein, and all prior agreements,  
6 understandings, representations and statements, oral or written, are superseded by this  
7 Agreement.  
8

9 19. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida  
10 shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only  
11 be in the Circuit Court of Lake County, Florida.  
12

13 20. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable,  
14 then to the extent it is possible to do so without destroying the overall intent and effect of this  
15 Agreement, the portion deemed invalid or unenforceable shall be severed here from and the  
16 remainder of this Agreement shall continue in full force and effect as if it were enacted without  
17 including the portion found to be invalid or unenforceable.  
18

19 21. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida*  
20 *Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort  
21 to amend their respective intergovernmental coordination elements of their comprehensive plan  
22 as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance  
23 with this Agreement as well as to address areas of economic development, which may include  
24 employment centers, industrial, commercial, and multi-family uses. Consistent with  
25 §171.203(11), *Florida Statutes*, and within the time frame established above, CLERMONT shall  
26 make a good faith effort to adopt a municipal service area as an amendment to its comprehensive  
27 plan to address future possible municipal annexation.

28 24. **COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES.** The parties agree  
29 that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).

30 25. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, upon approval  
31 of this Agreement by its respective commission, CLERMONT shall adopt this Agreement by  
32 ordinance in accordance with §166.041, *Florida Statutes*.

33 26. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, upon approval of  
34 this Agreement by the Board of County Commission, COUNTY shall adopt this Agreement by  
35 ordinance in accordance with §125.66, *Florida Statutes*.

36 27. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of  
37 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.  
38

1 Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.  
2  
3  
4

5 **BOARD OF COUNTY COMMISSIONERS**  
6 **LAKE COUNTY, FLORIDA**  
7

8  
9  
10 \_\_\_\_\_  
11 Jimmy Conner, Chairman  
12

13 This \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
14

15 **ATTEST:**  
16  
17

18 \_\_\_\_\_  
19 Neil Kelly, Clerk of the  
20 Board of County Commissioners  
21 of Lake County, Florida  
22  
23  
24

25 Approved as to form and legality:  
26  
27

28 \_\_\_\_\_  
29 Sanford A. Minkoff  
30 County Attorney  
31  
32

1 Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.  
2  
3  
4

5 **CITY OF CLERMONT, FLORIDA**  
6  
7  
8

9 \_\_\_\_\_  
10 Harold Turville, Jr., Mayor  
11  
12

13 This \_\_\_\_ day of \_\_\_\_\_, 2014.  
14

15 ATTEST:  
16  
17

18 \_\_\_\_\_  
19 Tracy Ackroyd, City Clerk  
20  
21

22 Approved as to form and legality:  
23  
24

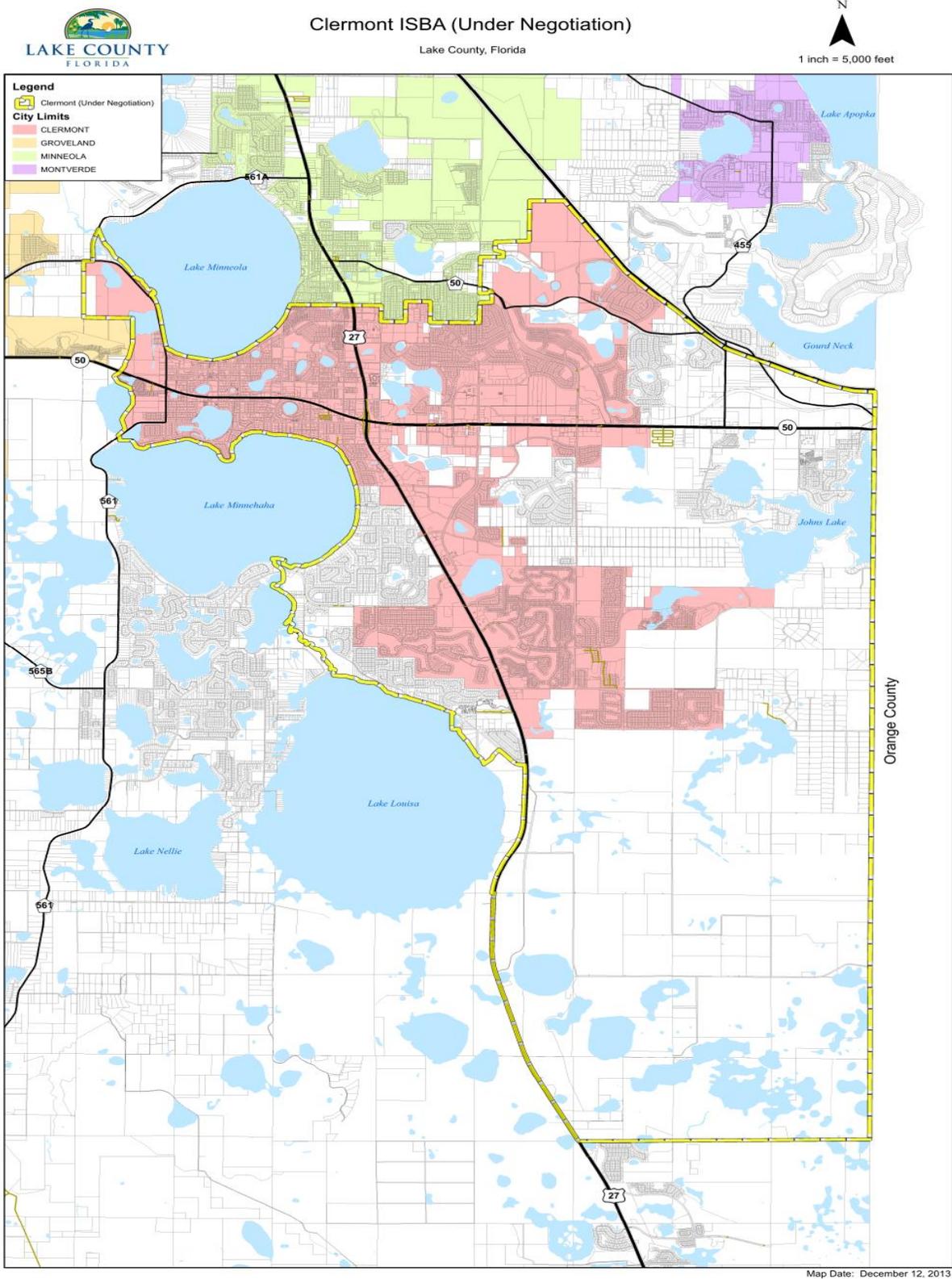
25 \_\_\_\_\_  
26 Daniel F. Mantzaris, City Attorney  
27  
28  
29

**EXHIBITS**

1  
2  
3  
4  
5

- 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.

1 **EXHIBIT B: ADDRESSING STANDARDS**

2 (Page 2 of 2)

3  
4 **County Addressing Obligations**  
5

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

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

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

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

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

18