

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN

The City of Leesburg and Lake County, Florida

October 22, 2014

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1 **WHEREAS**, the Parties find that the benefits of intergovernmental communications and
2 coordination will accrue to both Parties; and

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

6 **WHEREAS**, this Agreement is entered into pursuant to the authority of Article VIII of the
7 Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes*
8 (2012); and

9 **WHEREAS**, the cities of Groveland, Clermont, Mascotte, Minneola and Howey-in-the Hills
10 have consented to this Agreement as nothing in it affects them in any way; and

11 **WHEREAS**, the cities of Fruitland Park and Tavares have consented to this Agreement setting
12 forth the exclusive annexation area for LEESBURG; and

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

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

17 2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit
18 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such
19 map the boundary areas for LEESBURG as well as unincorporated areas.
20

21 3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the
22 Leesburg ISBA boundary as displayed on Exhibit A, attached hereto and incorporated herein by
23 reference:
24

25 a. Only Leesburg shall have the legal right to annex properties within the Leesburg ISBA
26 boundary and no other cities shall annex any of such areas.
27

28 b. LEESBURG shall not annex any areas outside the LEESBURG ISBA without the approval of
29 the COUNTY.
30

31 c. The following shall govern any annexations of Leesburg in the Leesburg ISBA area.
32

33 i. **Part I Chapter 171, Florida Statutes.** LEESBURG shall be entitled to annex any
34 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
35

36 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the
37 annexation of any enclave or the creation of any enclave which is the result of an
38 annexation, so long as LEESBURG agrees to provide services to such enclave, and
39 LEESBURG holds a public hearing prior to such annexation where the owners of all
40 properties within the enclave are given written, first class mail notice, and an
41 opportunity to comment publicly at such meeting.
42

43 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida**
44 **Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any
45 non-contiguous real property in the unincorporated area within the Interlocal Service

1 Boundary Area by LEESBURG as depicted in “Exhibit A” provided that subject
2 properties are
3

- 4 1. presently served by LEESBURG or other public central water and/or sewer utility;
5 or
- 6 2. where subject property owner/developer has entered into a concurrent Water and
7 Sewer Utility Agreement at the time of annexation to extend utility infrastructure to
8 the subject property, and provided further LEESBURG shall not approve any
9 development, or issue a final development order in such annexed area unless central
10 water and wastewater shall serve the development.
11

12 iv. Annexation of any undeveloped and unimproved parcel greater than ten (10) acres by
13 LEESBURG shall require the property owner’s consent.
14

15 d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the
16 annexation of right of way located in the Interlocal Service Boundary Agreement area of
17 LEESBURG, so long as at least one side of the road will be bounded by property located
18 within LEESBURG after the annexation, or which meets any of the other annexation
19 requirements of this Agreement. LEESBURG agrees that at the time that it annexes any
20 property which abuts a roadway, that, to the extent possible, it will also annex the adjacent
21 road right of way to avoid the creation of roadway enclaves. Annexing the right of way
22 pursuant to this sub-paragraph does not require LEESBURG to accept maintenance
23 responsibility for such road.
24

25 e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation
26 of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any
27 subject road right-of-way, other than a State of Florida operated and maintained right-of-way,
28 located between two nearest collector streets (or streets with a higher classification)
29 intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,,
30 LEESBURG shall assume maintenance responsibility for such road right-of-way segment and
31 associated drainage facilities not terminating at any right-of-way centerline, but between and
32 extending to and including the above mentioned local cross street intersections, or as may be
33 mutually designated. All such transfers of maintenance responsibility related to an
34 annexation shall include the entire width of the right-of-way adjacent to annexed properties.
35 However, nothing in this agreement shall require LEESBURG to assume maintenance for any
36 roadway and associated drainage facilities that does not meet City standards other than right
37 of way width, nor shall LEESBURG have any responsibility to widen any such road. For
38 roads, the right of way width of which does not conform to City standards, City shall only be
39 required to accept maintenance of the roadway, its right of way, and associated drainage
40 facilities, if the right of way has a width of at least 40 feet, and is not prescriptive in nature.
41

42 4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS,**
43 **COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the

44 Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction
45 has control over permitting decisions. This difficulty will be exacerbated in areas where one
46 jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. During
47 negotiations and pursuit of the matters contemplated by this Section 4, if either Party determines that
48 it is in the public interest to proceed with comprehensive plan amendments, land development
49 regulations and other land development matters (“Development Approvals”) that are within that

1 Party's jurisdiction before reaching any resolution with the other Party, such Party with jurisdiction
2 may proceed with those Development Approvals. In order to minimize such difficulties, LEESBURG
3 and the COUNTY agree as follows:
4

- 5 a. **Development Applications.** For any application for development which is received by
6 COUNTY for land within the LEESBURG ISBA, designated area on **Exhibit A**, or any
7 application for development received by LEESBURG for land within LEESBURG limits
8 and within five hundred feet (500') of land that is located in the unincorporated area,
9 LEESBURG or COUNTY, as the case may be, will immediately provide a copy of the
10 development application to the other. LEESBURG and COUNTY shall work together to
11 minimize any conflicts in regulations and to make the permitting process as efficient as
12 can be.
13
- 14 b. **Land Development Regulations.** LEESBURG and the COUNTY shall work together to
15 compare their respective Land Development Regulations, and where there are
16 inconsistent regulations; work towards eliminating such inconsistency, to the extent
17 possible. When regulations are inconsistent, LEESBURG and the COUNTY shall strive
18 to jointly amend the regulations with a goal to eliminate unnecessary conflict.
19 LEESBURG and the COUNTY recognize there may be regulations that a party cannot
20 amend for purposes of consistency due to factors beyond the party's control, for example,
21 consumptive use permit requirements. It is estimated that this process shall take up to
22 thirty-six (36) months, at which time elected representatives from LEESBURG and the
23 COUNTY shall meet to review the progress that has been made.
24
- 25 c. **Comprehensive Plans.** LEESBURG and the COUNTY acknowledge that
26 LEESBURG's Comprehensive Plans will have to be updated as annexations occur, and
27 that the COUNTY Comprehensive Plan may need to be amended to accommodate future
28 growth plans of LEESBURG within their designated areas. LEESBURG and the
29 COUNTY agree to work together to jointly plan the designated areas to avoid
30 incompatibility between uses in LEESBURG and COUNTY.
31
- 32 5. **SOLID WASTE.** COUNTY agrees that any contract that it enters for the collection of waste will be
33 able to be utilized by LEESBURG at their option, and will coordinate and communicate with
34 LEESBURG on solid waste disposal opportunities which may exist after 2014.
35
- 36 6. **FIRE HYDRANTS.** LEESBURG agrees that any time a potable water line is extended into or
37 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended
38 distances, based on LEESBURG's standards and approval, for fire hydrant spacing at COUNTY's
39 expense. LEESBURG agrees that COUNTY shall have the right to have fire hydrants installed on
40 any City water line located in the unincorporated area at COUNTY expense and as approved by
41 LEESBURG. LEESBURG agrees that the COUNTY Fire Department shall have the right to use any
42 City fire hydrant for official firefighting purposes, at no cost; COUNTY shall, however, notify
43 LEESBURG anytime such a hydrant is used along with an estimate of how much water was used.
44 When COUNTY utilizes any fire hydrant for training or other purposes not related to actual

1 firefighting, COUNTY shall reimburse LEESBURG for the cost of the water used. Notification shall
2 be in writing to the City Manager and provided within seven (7) calendar days of the COUNTY's use.
3 County agrees to assist Leesburg with annual testing of fire hydrants within close proximity of the
4 County fire station.
5

6 7. **SHARING OF EQUIPMENT AND RESOURCES.** LEESBURG and the COUNTY each own and
7 operate equipment and resources (including but not limited to training facilities) that might be of use
8 to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party
9 to this agreement to utilize the resources of another party in an effort to avoid duplication.
10 LEESBURG and the COUNTY agree to allow the other party to utilize resources and equipment
11 owned by the other so long as such equipment and resource is available and so long as the using party
12 pays all costs involved with such use. It is recognized that in order to utilize some types of
13 equipment, staffing from the donating agency will also be required, and in such a case, the agency
14 using such resource or equipment shall also be responsible to pay any staff costs.
15

16 8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing
17 system. Such system is in use in the unincorporated area of Lake County and in some municipal
18 areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not
19 in compliance with the COUNTY numbering system. However, universal use of the COUNTY
20 addressing system will enhance emergency response for all citizens of Lake County. LEESBURG
21 and the COUNTY agree that any new address issued by LEESBURG or COUNTY (including any
22 readdressing that may occur) will be issued in accordance with the County E 911 addressing system
23 and rules. LEESBURG agrees that from the Effective Date of this agreement, all new addresses
24 issued to their residents, shall meet the COUNTY's addressing standards. LEESBURG shall utilize
25 the process set forth in Exhibit B, attached hereto and incorporated herein by reference.
26

27 9. **FIRE AND RESCUE SERVICES.**

28
29 a. COUNTY and LEESBURG agree to automatically respond to assist the other for all
30 types of emergencies including fire, medical emergencies, rescue, hazardous material,
31 extrication, and natural and accidental disasters within the ISBA area, as well as in
32 adjacent areas pursuant to Section (d) below. The provisions of this agreement do not
33 apply to non-emergency calls, as defined in vii. below.
34

35 i. The parties agree to provide such assistance on an automatic aid basis utilizing
36 the available units nearest to the incident.
37

38 ii. This agreement is not intended and shall not be construed to in any way deprive
39 COUNTY or LEESBURG of any jurisdictional powers that such entity may
40 have, nor is it the intention of the parties to combine their individual departments
41 into a single department or district providing the services encompassed by this
42 agreement.
43

44 iii. For purpose of this agreement, automatic aid shall be defined as the immediate
45 response of emergency personnel closest to the scene, regardless of whether such

1 personnel are from the jurisdiction where the incident is located. The automatic
2 aid shall be based on a predefined process agreed to pursuant to vii. below that
3 results in the immediate response of emergency personnel to the scene of an
4 emergency. COUNTY and LEESBURG shall mutually agree on the level of
5 response that different types of incidents will require, and units will be
6 dispatched accordingly. All units of COUNTY and LEESBURG shall be
7 available to be dispatched, unless involved in another call, if such response is
8 required based on the necessary level of response that is required.
9

- 10 iv. During the term of this agreement, COUNTY and LEESBURG agree that they
11 will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter
12 “LEMS”) (or any successor entity approved both by COUNTY and LEESBURG)
13 for dispatching of fire and emergency medical services.
14
- 15 v. During the term of this agreement, COUNTY and LEESBURG agree that they
16 will install and maintain Automatic Vehicular Locator Systems (hereinafter
17 “AVL”) on all emergency response vehicles in their fleets that are located in or
18 near the ISBA area; such Automatic Vehicular Locator Systems shall be
19 compatible with computer and radio systems maintained by LEMS. COUNTY
20 agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for
21 any LEESBURG response vehicle that does not currently have one; LEESBURG
22 will be responsible to purchase such units for vehicles placed in service after the
23 effective date. LEESBURG and COUNTY will be responsible for maintenance
24 and operating charges for AVL’s on their own vehicles.
25
- 26 vi. While providing automatic response, an entity that is responding outside its
27 jurisdiction shall be subject to the orders and directions of the officer in charge of
28 the operations. If an officer for the jurisdiction in which the incident is located is
29 not available at the scene, the highest-ranking officer from the responding party
30 will control the scene until its termination or an officer from the jurisdiction in
31 which the incident has occurred arrives and scene control is properly transferred.
32 COUNTY and LEESBURG shall utilize National Fire Protection Standards and
33 National Incident Management System (NIMS) standards to ensure that the
34 Incident Command System, the Personnel Accountability System and other
35 standards are adhered to.
36
- 37 vii. The Chiefs of the fire departments and the Executive Director of LEMS or their
38 designees, will meet and draft, and may thereafter revise, a written plan for the
39 procedures and operations necessary to effectively implement this agreement.
40 The written plan shall include a definition of non-emergency calls and shall
41 include the process described in iii., above. Should a disagreement arise between
42 such Chiefs and/or Executive Director, the matter shall be referred to the
43 Managers for COUNTY and LEESBURG for resolution. Any dispute or
44 disagreement that cannot be resolved at this level shall be resolved utilizing the
45 dispute resolution process of this ISBA Agreement.
46

1 viii. Nothing in this agreement shall prohibit COUNTY or LEESBURG from sending
2 additional resources to an incident located within their respective jurisdiction,
3 even if such resources are not required by the plan for procedures and operations
4 approved by the fire chiefs of COUNTY and LEESBURG.

5
6 ix. COUNTY and LEESBURG agree that they will not locate or establish a new fire
7 station that is located in the jurisdiction of the other or close a fire station within
8 the ISBA area without the written permission of the other party.

9
10 x. Nothing in this agreement shall affect any other mutual aid agreements that are or
11 may be in existence between COUNTY and LEESBURG or any other
12 governmental unit for areas not included within this agreement.

13
14 b. It is the intent of this agreement to allocate the costs of an agency responding to an event
15 in the other's jurisdiction through a method whereby compensation is set based upon the
16 type of call. At the end of each quarter, the number of calls that COUNTY and
17 LEESBURG respond to in the other's jurisdiction shall be reviewed, calculated and
18 compensation shall be paid as follows:

19
20 i. At the end of each quarter, calls responded to in the other agency's jurisdiction
21 shall be determined, utilizing call data maintained by the dispatch agency. Only
22 calls where the dispatcher dispatched a unit based on the predefined process
23 described above shall be counted. As indicated earlier, COUNTY or
24 LEESBURG have the right to send units to a call without being dispatched;
25 however, in such a case, such call shall not be calculated for purposes of
26 compensation. For purposes of this provision, "self-dispatched" calls shall be
27 defined, based on dispatch records, as calls wherein the dispatcher did not call
28 the unit to the scene.

29
30 ii. Determination of compensable calls. The following rules shall be used to
31 determine how to determine the number of compensable calls:

- 32
33 1. For purposes of medical calls, each vehicle that is dispatched shall be
34 considered a separate call.
35 2. For purposes of fire calls, each call for service to an incident shall be
36 considered one call, regardless of the number of vehicles that are
37 dispatched.
38 3. Calls that are dispatched for non-emergency purposes shall not be
39 counted as a response by COUNTY or LEESBURG for purposes of this
40 agreement and neither agency shall be required to respond to such non-
41 emergency call, although they may respond if they wish.
42 4. Calls that are self-dispatched meaning responses that are to an incident
43 where the dispatcher did not call that unit shall not be counted as a
44 response for purposes of this agreement.
45 5. Calls that are dispatched due to an automobile accident shall be counted
46 as a medical call incident.

1 d. Additional Parties: There are other governmental units that provide fire and emergency
2 medical response in areas adjacent to the LEESBURG ISBA area. These include
3 Tavares, Fruitland Park and the Village Center Community Development District
4 (VCCDD). It is possible that agreements between COUNTY and one or more of those
5 entities may be negotiated and entered into. In such a case, it may be of benefit to
6 LEESBURG and COUNTY to incorporate those additional areas into this agreement by
7 amendment in order to provide a seamless emergency response system. The parties agree
8 that such an amendment may be made only if agreed to in writing by LEESBURG and
9 COUNTY.

10
11 e. In making the determination of amounts due under this agreement, data from LEMS's
12 dispatch shall be used as the basis to determine the number of calls which are to be
13 counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS
14 will prepare a report and send it to LEESBURG and COUNTY. LEESBURG and
15 COUNTY shall have fifteen (15) days to review such report, and to object. Should either
16 party object to the report or the data contained therein, the County Manager and City
17 Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should
18 the managers be unable to resolve such objection, payment shall be made for the portion
19 of the report that is not in dispute, and the parties shall select a Certified Professional
20 Accounting Firm which shall conduct a review and render a decision on the dispute. The
21 decision of the Certified Public Accounting Firm shall be final and binding on all parties
22 to this agreement. The costs of the Certified Accounting Firm shall be borne equally by
23 COUNTY and LEESBURG.

24
25 f. Any payments that are due to another party to this agreement shall be made within
26 twenty-five (25) days after the delivery of the report described in Section (e) above,
27 unless an objection is filed. In such a case, the undisputed portions of the report shall be
28 paid and the balance shall be due within fifteen (15) days after resolution of the dispute.
29

30 10. **SOUTH LAKE ISBA.** Nothing in this agreement shall abrogate any of the obligations or
31 restrictions that Leesburg or County has with areas outside the Leesburg ISBA boundary, and
32 Leesburg and County reaffirm their legal obligations relating to Groveland, Mascotte, Clermont,
33 Minneola and Howey in the Hills, as set forth in such agreement. Groveland, Mascotte, Clermont,
34 Minneola and Howey in the Hills have joined in the execution of this Agreement to grant their
35 consent to the modifications of the South Lake ISBA effected hereby, without otherwise affecting
36 any of the rights or obligations of any party to the South Lake ISBA.

37 11. **JOINDER.** Joinder in this agreement by Fruitland Park, Tavares and VCCDD is only for the
38 purpose of approving the boundary of the Leesburg ISBA, and to authorize a possible future
39 automatic aid agreement that is region wide, as provided herein. Fruitland Park and Tavares agree
40 neither shall be permitted to annex any area in the Leesburg ISBA. Nothing herein shall preclude
41 Leesburg from entering into separate interlocal service boundary agreements with Fruitland Park
42 or Tavares governing issues between them not dealt with in this Agreement.

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

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

21 City of Leesburg: Al Minner, City Manager
22 Post Office Box 490630
23 Leesburg, Florida 34749

24
25 cc: Bill Wiley, Community Development Director
26 204 N. 5th Street
27 Leesburg, Florida 34749

28
29 Lake County: David Heath, County Manager
30 P. O. Box 7800
31 Tavares, Florida 32778

32
33 cc: Sanford A. Minkoff, County Attorney
34 P.O. Box 7800
35 Tavares, Florida 32778

36
37 City of Tavares: City Administrator
38 201 E. Main Street
39 Tavares, Florida 32778

40
41 cc: Community Development Director
42 201 E. Main Street
43 Tavares, FL 32778

44
45 City of Fruitland Park: City Manager
46 506 W. Berckman Street
47 Fruitland, Florida 34731

1
2 cc: Community Development Director
3 506 W. Berckman St.
4 Fruitland, Florida 34731

5
6 VCCCD: Janet Y. Tutt, District Manager
7 Village Center Community Development District
8 984 Old Mill Run
9 The Villages, Florida 32162

10
11 cc: Edmund Cain, Fire Chief
12 Villages Public Safety Department
13 3035 Morse Boulevard
14 The Villages, FL 32162
15

16 18. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no
17 right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third
18 party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to
19 confer upon or give any person, corporation or governmental entity other than the Parties any
20 right, remedy or claim under or by reason of this Agreement or any provisions or conditions
21 hereof, and all the provisions, representations, covenants, and conditions herein contained shall
22 insure to the sole benefit of and shall be binding upon the Parties, and their respective
23 representatives, successors and assigns.
24

25 19. **AUTHORITY.** The Parties each represent and warrant to the other its respective
26 authority to enter into this Agreement, acknowledge the validity and enforceability of this
27 Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a
28 legal, valid and binding contract enforceable by the Parties in accordance with its terms and
29 conditions, and that the enforceability is not subject to any impairment by the applicability of any
30 public policy or police powers.
31

32 20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the
33 Parties with respect to the subject matters addressed herein, and all prior agreements,
34 understandings, representations and statements, oral or written, are superseded by this
35 Agreement.
36

37 21. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
38 shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only
39 be in the Circuit Court of Lake County, Florida.
40

41 22. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable,
42 then to the extent it is possible to do so without destroying the overall intent and effect of this
43 Agreement, the portion deemed invalid or unenforceable shall be severed here from and the
44 remainder of this Agreement shall continue in full force and effect as if it were enacted without
45 including the portion found to be invalid or unenforceable.
46

47 23. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida*
48 *Statutes*, the Parties shall no later than six (6) months from the Effective Date make a good faith

1 effort to amend their respective intergovernmental coordination elements of their comprehensive
2 plan as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and
3 compliance with this Agreement as well as to address areas of economic development, which
4 may include employment centers, industrial, commercial, and multi-family uses. Consistent with
5 §171.203(11), *Florida Statutes*, and within the time frame established above, LEESBURG shall
6 make a good faith effort to adopt a municipal service area as an amendment to its comprehensive
7 plan to address future possible municipal annexation.
8

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

11
12 25. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, LEESBURG
13 shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.

14
15 26. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall
16 adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.

17
18 27. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of
19 the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.
20
21

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

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CITY OF LEESBURG, FLORIDA

John Christian, Mayor

This ____ day of _____, 2014

ATTEST:

Betty Richardson, City Clerk

Approved as to form and legality:

Fred Morrison, City Attorney

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

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4 **CITY OF TAVARES**

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6
7
8 _____
9 Robert Wolfe, Mayor

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12
13 This ____ day of _____, 2014.

14
15 ATTEST:

16
17 _____
18 Nancy Barnett, City Clerk

19
20
21 Approved as to form and legality:

22
23 _____
24 Robert Q. Williams, City Attorney

25
26

1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.
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4 **CITY OF FRUITLAND PARK, FLORIDA**
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8 _____
9 Chris Bell, Jr., Mayor
10

11
12 This ____ day of _____, 2014.
13

14 ATTEST:
15

16 _____
17 Marie Azzolino, Acting City Clerk
18

19
20 Approved as to form and legality:
21

22 _____
23 Scott Gerken, City Attorney
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1 Interlocal Service Boundary Agreement Between the City of Leesburg and Lake County.

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**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

Stephen Drake, Chairman

This ____ day of _____, 2014.

ATTEST:

Janet Y. Tutt, Secretary

Approved as to form and legality:

Lewis W. Stone, District Counsel

EXHIBITS

1
2
3
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- Exhibit A: Interlocal Service Boundary Area Map
- Exhibit B: Addressing Standards

EXHIBIT B: ADDRESSING STANDARDS
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Leesburg 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 Leesburg, and Leesburg 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 Leesburg 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

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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 Leesburg 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.