



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1413, **Version:** 1

Interoffice Memorandum

DATE: September 12, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director Planning, Environmental, and Development Services Department

CONTACT: Misty Mills, Senior Planner

PHONE: (407) 836-5435

DIVISION: Planning Division

ACTION REQUESTED:

Approval and execution of Interlocal Agreement recognizing the Four Corners Geographic Area of Lake County, Orange County, Osceola County, and Polk County, by and between Lake County, Orange County, Osceola County and Polk County. District 1. (Planning Division)

PROJECT: Interlocal Agreement recognizing the Four Corners Geographic Area of Lake County, Orange County, Osceola County, and Polk County

PURPOSE: The Four Corners Area is situated within unincorporated Orange County, specifically in the southwest portion of the County. This is a unique and distinct area where northeast Polk County, southwest Lake County, southwest Orange County, and northwest Osceola County converge at a single point. The Interlocal Agreement (Agreement) recognizes the Four Corners Area and establishes a boundary. The parties to the Agreement will participate in informal discussions for information gathering only to promote collaboration and cooperation within the geographic boundaries of the Four Corners Area. Staff may be included in the discussions for technical assistance. No recommendations will be made, and no votes will be taken at these meetings.

The Interlocal Agreement will be approved by Polk County on September 17, 2024, Osceola County on September 16, 2024, and Lake County on September 10, 2024.

BUDGET: N/A

BCC Mtg. Date: October 8, 2024

**INTERLOCAL AGREEMENT RECOGNIZING THE FOUR CORNERS
GEOGRAPHIC AREA OF LAKE COUNTY, ORANGE COUNTY,
OSCEOLA COUNTY AND POLK COUNTY**

This Interlocal Agreement (“Agreement”) entered into as of the Effective Date (as defined in Section 13, below) by and between **Lake County**, a political subdivision of the State of Florida (“Lake”), **Orange County**, a political subdivision of the State of Florida (“Orange”), **Osceola County**, a political subdivision of the State of Florida (“Osceola”), and **Polk County**, a political subdivision of the State of Florida (“Polk”) herein collectively called “Parties” and individually “Party.”

WITNESSETH:

WHEREAS, each county’s Comprehensive Plan contains an Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1., Florida Statutes; and

WHEREAS, Section 163.01(2), Florida Statutes, in part states local governmental units shall 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 Parties recognize the unique and distinct area where northeast Polk County, southeast Lake County, southwest Orange County and northwest Osceola County (the “Counties”) all converge at a single point (the “Four Corners Area”); and

WHEREAS, the Parties agree to work cooperatively to better serve the residents of the Four Corners Area.

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

1. **Authority.** This Agreement is entered into pursuant to the provisions of Chapter 163, Florida Statutes, and other applicable provisions of law.
2. **Recitals.** The recitals above are true and correct and are incorporated into this Agreement as if fully set forth below.
3. **Designation of the Four Corners Area.** The Parties hereby designate the area depicted in **Exhibit “A,”** attached hereto and incorporated herein by this reference, as the “Four Corners Area”. The Four Corners Area is hereby recognized as a unique and distinct area within the State of Florida.
4. **Collaboration.** Each Party may participate in informal discussions for the purpose of information-gathering to promote collaboration and cooperation in the Four Corners Area. Each party may bring staff members to provide technical assistance depending on the topics to be considered. The Parties hereby agree that the purpose of these meetings is for fact finding only and to share information so that the individual governing bodies may plan for

the portion of the Four Corners Area within their geographic boundaries. No recommendations will be made, and no votes will be taken by those attending these meetings.

5. **Separate Entity Not Created.** Section 163.01(7)(a), Florida Statutes, states that local governments may provide for a separate legal or administrative entity to administer or execute an agreement, which may be a commission, board, or council constituted pursuant to the agreement. All Parties hereby agree that there is no intent to create separate entity through the adoption of this Agreement. Further, there shall be no common powers exercised by the Parties to this Agreement.
6. **Amendments.** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all Parties.
7. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth below or at such other address as the party shall have specified by written notice to the other Parties delivered in accordance herewith:

If to Lake: County Manager
 P.O. Box 7800
 315 West Main Street
 Tavares, Florida 32778

If to Orange: Orange County Administrator
 P.O. Box 1393
 Orlando, Florida 32802

If to Osceola: Osceola County Manager
 1 Courthouse Square
 Suite 4700
 Kissimmee, Florida 34741

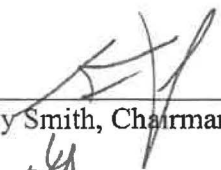
If to Polk: County Manager
 Polk County
 Drawer CM01, P.O. Box 9005
 Bartow, Florida 33831-9005

8. **Waiver.** No act of omission or commission of any Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a duly executed written modification to this Agreement.

9. **Counterparts.** This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.
10. **Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Florida.
11. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.
12. **Severability.** In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist. This Agreement was mutually negotiated by the Parties who have executed the same. Consequently, it is the intent of the Parties that, as a matter of judicial construction, no provision of this Agreement shall be more harshly construed against any one Party as compared to another.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and communications between the Parties relating to the subject matter contained herein.
14. **Term of Agreement.** This Agreement shall commence upon the last date it is filed with all Clerks of the Circuit Court of Lake, Orange, Osceola and Polk Counties, as required by Section 163.01(11), Florida Statutes ("Effective Date"), and shall remain in effect for a period of twenty (20) years thereafter, unless terminated by any Party by delivery of written notice at least ninety (90) days prior to the termination date.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

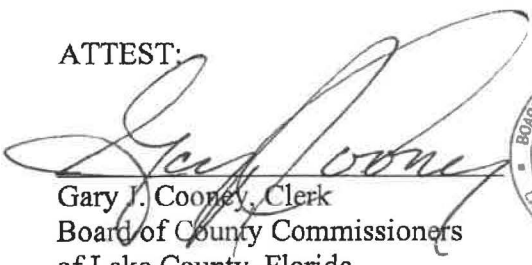
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Kirby Smith, Chairman

This 10th day of Sept, 2024.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 9/10/24
Melanie Marsh
County Attorney

DULY PASSED AND ADOPTED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 8 DAY OF October, 2024.



ORANGE COUNTY, FLORIDA,
a charter county and political subdivision of
the State of Florida

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: October 8, 2024

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print: Jennifer Lara-Klimetz

DULY PASSED AND ADOPTED BY THE OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 16TH DAY OF SEPTEMBER, 2024.


(Seal)

OSCEOLA COUNTY, FLORIDA

ATTEST:

Clerk of the Board

By:


Chair/Vice Chair

By: Frances Y. Mason
Deputy Clerk

Date:

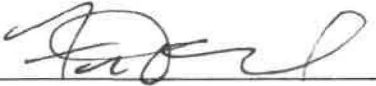
9/16/24

Date:

9/16/24

Approved by the County Attorney
As to Form and Legal Sufficiency

By:



Date:

9/16/24



DULY PASSED AND ADOPTED BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 17th DAY OF September, 2024.

R.10

(Seal)

POLK COUNTY, FLORIDA

ATTEST:

Stacy M. Butterfield
Clerk of the Board

By: [Signature]
W.C. Braswell, Chair

By: [Signature]
Deputy Clerk

Date: 9/23/24

Date: 9/23/24



Approved by the County Attorney
As to Form and Legal Sufficiency

By: [Signature]

Date: 9/23/24

EXHIBIT A: FOUR CORNERS AREA

