

**FOURTH AMENDMENT  
TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORLANDO,  
FLORIDA AND THE BOGGY CREEK IMPROVEMENT DISTRICT  
REGARDING THE EXERCISE OF POWERS AND  
COOPERATION ON VARIOUS PROJECTS AND SERVICES**

THIS FOURTH AMENDMENT TO INTERLOCAL AGREEMENT (the “Fourth Amendment to Interlocal Agreement”), dated as of \_\_\_\_\_, 2016, is entered into by and between the City of Orlando, Florida (the “City”), a municipal corporation organized and existing under the laws of the State of Florida and the Boggy Creek Improvement District (the “District”), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with offices located at 12051 Corporate Boulevard, Orlando, Florida 32817.

**RECITALS:**

**WHEREAS**, the City previously entered into the Interlocal Agreement between the City of Orlando, Florida and the Boggy Creek Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services, approved by City Council on January 15, 2002, and recorded in Official Records Book 6452, Page 6958, Public Records of Orange County (the “Interlocal Agreement”); and

**WHEREAS**, the City previously entered into the First Amendment to Interlocal Agreement between the City and the Boggy Creek Improvement District, approved by City Council on February 24, 2003, and recorded in Official Records Book 6865, Page 2178, Public Records of Orange County; and

**WHEREAS**, the City previously entered into the Second Amendment to Interlocal Agreement between the City and the Boggy Creek Improvement District, approved by City Council on February 13, 2006, and recorded in Official Records Book 8800, Page 4934, Public Records of Orange County; and

**WHEREAS**, the City previously entered into the Third Amendment to Interlocal Agreement between the City and the Boggy Creek Improvement District, approved by City Council on May 19, 2008, and recorded in Official Records Book 9711, Page 2576, Public Records of Orange County; and

**WHEREAS**, the Boggy Creek Improvement District (the “Petitioner”), filed a petition pursuant to Chapter 190, *Florida Statutes*, (the "Petition") with the City to amend its boundaries; and

**WHEREAS**, upon review of the Petition and supporting testimony and documentation, the City Council for the City, on October 24, 2016, granted the Petition; and

**WHEREAS**, on October 24, 2016, the City Council enacted Ordinance No. 2016-76 (the “Ordinance”) expanding the community development district pursuant to Chapter 190, *Florida Statutes*, known as the Boggy Creek Improvement District; and

**WHEREAS**, an amendment to the Interlocal Agreement reflecting amendment of the District’s boundaries is appropriate; and

**WHEREAS**, the District’s Board of Supervisors has approved this Fourth Amendment to Interlocal Agreement; and

**WHEREAS**, the City and the District find this Fourth Amendment to Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

## **ARTICLE I AUTHORITY**

**Section 1.01. Legislative Authority.** This Fourth Amendment to Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the District Act and the Home Rule Act, as such Acts are defined in the Interlocal Agreement, and other applicable laws.

**Section 1.02. Authority to Contract.** The execution of this Fourth Amendment to Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the City and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 1.03. Filing.** The District’s Board of Supervisors is hereby authorized and directed, after approval of this Fourth Amendment to Interlocal Agreement by the respective governing bodies of the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Fourth Amendment to Interlocal Agreement to be filed with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

## **ARTICLE II BOUNDARY AMENDMENT**

**Section 2.01. Amendment.** The City and the District hereby agree that the boundaries of the Boggy Creek Improvement District have been amended. Therefore, the property subject to the Interlocal Agreement dated January 15, 2002, as amended, is accurately described in the legal description attached hereto as **Exhibit A**. The effect of this amendment is that the District has been enlarged from approximately 1,085.023 acres to approximately 1,126.057 acres.

### ARTICLE III RESTATEMENT

**Section 3.01. Restatement of Original Interlocal Agreement.** With the sole exception of the amendments set forth in Article II of this Fourth Amendment to Interlocal Agreement, all terms and provisions of the Interlocal Agreement dated January 15, 2002, the First Amendment to Interlocal Agreement dated February 23, 2003, the Second Amendment to Interlocal Agreement dated February 13, 2006, and the Third Amendment to Interlocal Agreement dated May 19, 2008, between the City and the District are hereby incorporated herein by reference and shall remain in full force and effect.

### ARTICLE IV MISCELLANEOUS PROVISIONS

**Section 4.01. Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Fourth Amendment to Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**Section 4.02. Amendment.** This Fourth Amendment to Interlocal Agreement may be modified in writing only by mutual agreement of both parties.

**Section 4.03. Severability.** If any part of this Fourth Amendment to Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Fourth Amendment to Interlocal Agreement, as amended, shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

**Section 4.04. Construction.** This Fourth Amendment to Interlocal Agreement is the result of the negotiations among and between the City and the District such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

**Section 4.05. Entire Agreement.** The Interlocal Agreement, as amended by this Fourth Amendment to Interlocal Agreement and its exhibit, constitutes the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Fourth Amendment to Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**Section 4.06. Effective Date.** This Fourth Amendment to Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties.

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**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Fourth Amendment to Interlocal Agreement on the date and year first above written.

**CITY OF ORLANDO, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Amy T. Iennaco, City Clerk

**BOGGY CREEK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Supervisors

STATE OF FLORIDA }  
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as the Chairman of the Board of Supervisors for the Boggy Creek Improvement District, and who has acknowledged that he executed the same on behalf of the Boggy Creek Improvement District and that he was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida