

Meeting Date
July 12, 2016



AGENDA	
Section	Consent
Item No.	II.C.4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal agreement with municipalities in Brevard County, outlining addressing requirements for public safety purposes, and providing the ability to transfer addressing responsibilities to the County for an annual fee.
DEPT/OFFICE:	Emergency Management/E9-1-1 Administration/Address Assignment

Requested Action:

It is requested that the Board of County Commissioners approve signed interlocal agreements by 14 of the 16 municipalities in Brevard County, and authorize the Chairman to execute the agreements.

Summary Explanation & Background:

An update of the interlocal agreement regarding addressing requirements for public safety purposes was required due to inconsistencies in language across the documents, since versions of the agreements were signed in years ranging from 1980 to 2012.

Based on interactions with the municipalities in Brevard County regarding mutual addressing concerns, it was determined that several municipalities were desirous of the County assuming their addressing responsibilities. Many municipalities do not have the staff necessary to maintain and coordinate addressing activities, which have multiplied due to technology advancements and State and local requirements.

The consolidation of addressing responsibilities would have many benefits for the general public. Primary among these benefits would be the increased efficiency of update to the E911 Addressing Database and Mapping System. Both the consistency and the accuracy of the E911 data will be enhanced, thus providing better service to the public in emergency situations, ensuring that 911 calls are routed to the appropriate agency and that the location of the call is identified correctly. Another benefit is the resolution of address conflicts or duplications between County and municipal areas. Finally, the establishment of a centralized location where addressing functions are performed and then distributed to all concerned agencies, including the State, the Tax Collector, the Property Appraiser, and other entities, simplifies the process.

Fiscal Impact

The municipalities choosing centralized address assignment will submit to the County their respective annual addressing fee (see Exhibit A). At this time, approximately \$26,479 in fees will be collected each year from participating municipalities, with the possibility of additional municipalities opting in as their staff currently tasked with addressing duties retire or transfer to other positions. These funds will be used to provide the required staffing in the E911/Address Assignment office.

Clerk to the Board Instructions:

Exhibits Attached: Interlocal Agreements, Addendums, and Exhibits A & B

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension						
Stockton Whitten	Assistant County Manager Frank Abbate	Kimberly Prosser / 56670		<i>Kimberly Prosser</i>				



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 13, 2016

MEMORANDUM

TO: Kimberly Prosser, Emergency Management Director

RE: Item II.C.4., Interlocal Agreements with Municipalities in Brevard County for Outlining Addressing Requirements for Public Safety Purposes, and Providing the Ability to Transfer Addressing Responsibilities to the County for an Annual Fee

The Board of County Commissioners, in regular session on July 12, 2016, executed Interlocal Agreements with Municipalities for Outlining Addressing requirements for Public Safety purposes; and approved the Interlocal Agreements with 14 of the 16 Municipalities. Enclosed are two certified copied of each Interlocal Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Donna Scott
Tammy Rowe, Deputy Clerk

fer:

/ds

Encls. (28)

cc: Contracts Administration
Budget
Finance

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
AND
THE CITY OF CAPE CANAVERAL, FLORIDA PROVIDING A
CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY OF CAPE CANAVERAL, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. TERM AND RENEWAL: The Term of this Agreement shall begin on March 1, 2016 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. SCOPE OF SERVICES:

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City:

City Clerk
City of Cape Canaveral
105 Polk Avenue
P.O. Box 326
Cape Canaveral, FL 32920

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The City is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEY'S FEES/COSTS; NON-JURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



[Signature]
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

[Signature]
JIM BARFIELD, CHAIRMAN

Brevard County Board of County Commissioners
At _____

Reviewed for legal form and content:

Sharon L. Wilson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:



[Signature]
City/Town Clerk

City/Town of

[Signature]
Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Cocoa, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Cocoa, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any City Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any City Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

- (i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.)

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City of Cocoa

65 Stone Street

Cocoa, FL 32922

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

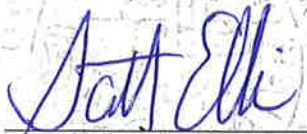
9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



A handwritten signature in blue ink, appearing to read "Scott Ellis".

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



A handwritten signature in blue ink, appearing to read "Jim Barfield".

JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:



A handwritten signature in blue ink, appearing to read "Shannon L. Nelson, 6/22/16".

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

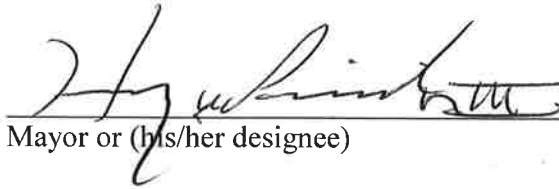
ATTEST:



A handwritten signature in blue ink, appearing to read "Cecilia Suarez".

City/Town Clerk

City/Town of



A handwritten signature in blue ink, appearing to read "Hyacinth".

Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF COCOA BEACH, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 20TH day of AUGUST, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF COCOA BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, ~~03/14/00~~, and/or ~~07/24/07~~, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any City Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any City Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

- (i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town: COCOA BEACH
DEVELOPMENT SERVICES DEPARTMENT
2 SOUTH ORLANDO AVENUE
COCOA BEACH, FL 32932-2430

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

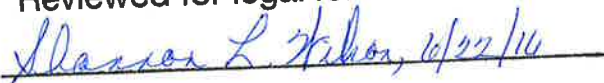
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN

Brevard County Board of County Commissioners
Approved by the Board July 12, 2016

Reviewed for legal form and content:



Shannon L. Wilson, 10/22/16

(Assistant) County Attorney

As Approved by the Board on 08-20-15

ATTEST:



City/Town Clerk
Loredana Kalaghchy

City/Town of Cocoa Beach



Mayor or (his/her designee)
Dave Netterstrom

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Indian Harbour Beach, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF INDIAN HARBOUR BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

Office of the City Manager
City of Indian Harbour Beach
2055 S. Patrick Drive

Indian Harbour Beach, Fl. 32937

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Jim Barfield

JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:

Shannon P. Halson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:

Deborah Malich

City/Town Clerk

City/Town of

Mark C. Ryan

Mayor or (his/her designee)

Exhibit A

Schedule of Annual 911 Addressing Fee

Population Based on 2010 Census (Alphabetical Order)

POPULATION	MUNICIPALITY	FEE PER POPULATION*
		\$157,000 (.29 cents)
206,469	Brevard (Unincorporated)	\$ 59,876.01
9,912	Cape Canaveral	\$ 2,874.48
17,140	Cocoa	\$ 4,970.60
11,231	Cocoa Beach	\$ 3,256.99
3,850	Grant-Valkaria	\$ 1,116.50
2,720	Indialantic	\$ 788.80
8,225	Indian Harbour Beach	\$ 2,385.25
2,757	Malabar	\$ 799.53
76,068	Melbourne	\$ 22,059.72
3,101	Melbourne Beach	\$ 899.29
662	Melbourne Village	\$ 191.98
103,190	Palm Bay	\$ 29,925.10
900	Palm Shores	\$ 261.00
24,926	Rockledge	\$ 7,228.54
10,109	Satellite Beach	\$ 2,931.61
43,761	Titusville	\$ 12,690.69
18,355	West Melbourne	\$ 5,322.95
	TOTAL ANNUAL FEE:	\$157,579.04

***Calculation:**

Total Value Required ÷ Total County Population = Cost per person x Municipality population = Municipality fee.

Brevard County Population: 543,376

Exhibit B

Schedule of 911 Addressing Fees

Fees to be paid by applicant

(A) Address Assignment (for newly recorded plats or approved site plans):

Official residential address.....\$ 5.00/address
Official commercial/industrial address.....\$ 5.00/address
Official commercial unit address.....\$ 5.00/unit
Property owner requested address change (not for 9-1-1 purposes).....\$50.00

(B) Street Naming or Renaming:

Recording Fee.....Pursuant to Clerk's recording fee
Street Naming by Citizen Request.....\$50.00/name
Plus \$25.00 per address change, if required.

Street Re-naming by Citizen Request.....\$75.00/name
Plus \$25.00 per address change, if required.

(C) Building Permit Address Fee (if Brevard County issues permit):

Official residential address.....\$30.00/address
Official commercial/industrial address.....\$50.00/address
Official commercial unit address.....\$35.00/unit

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Rockledge, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Rockledge, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida;

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any City Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any City Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

- (i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/~~Town~~:

Rockledge City Clerk
1600 Huntington Lane
Rockledge, FL 32955

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:

Sharon L. Wilson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:



City/Town Clerk

City/Town of **Rockledge**



Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Titusville, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Titusville, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City Manager

City of Titusville

P.O. Box 2806

Titusville, FL 32781-2806

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

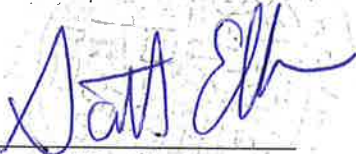
9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:




10/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:



City/Town Clerk

City/Town of



Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF SATELLITE BEACH, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF SATELLITE BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any City Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any City Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

- (i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town: Satellite Beach

Attn: City Manager Courtney Barker

565 Cassia Boulevard

Satellite Beach, FL 32937

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

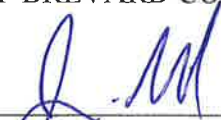
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:

Sharon L. Nelson, 6/22/16

(Assistant) County Attorney



City/Town Clerk

As Approved by the Board on July 12, 2016

City/Town of



Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF West Melbourne, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF West Melbourne, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City of West Melbourne

2240 Minton Road

West Melbourne, FL 32904

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis

Scott Ellis, Clerk

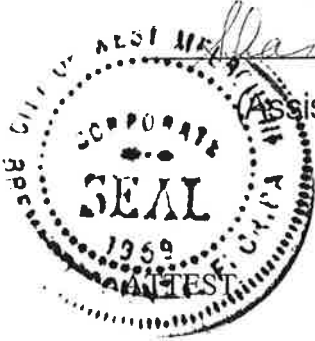
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Jim Barfield

JIM BARFIELD, CHAIRMAN

Brevard County Board of County Commissioners

Reviewed for legal form and content:



Margaret L. Nelson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

Sue Frank

City/Town Clerk

City/Town of

Hal Rose

Mayor (or his/her designee)

*Hal J. Rose, Mayor
West Melbourne, Florida*

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Grant-Valkaria, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Grant-Valkaria, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any City Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any City Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

- (i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

Town of Grant-Valkaria - Town Administrator

1449 Valkaria Road

Grant Valkaria, FL 32950

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Jim Barfield

JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

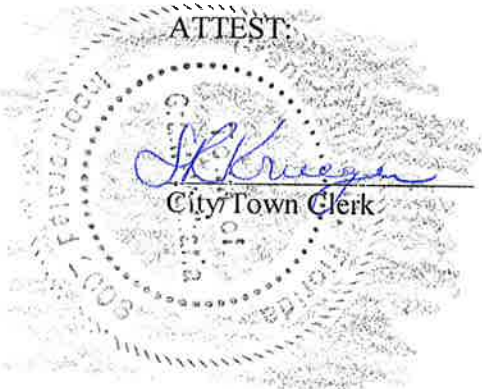
Reviewed for legal form and content:

Dorson L. Nelson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:



J. Krueger

City/Town Clerk

City/Town of

[Signature]

Mayor or (his/her designee)

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
AND
THE TOWN OF INDIALANTIC, FLORIDA
PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE TOWN OF INDIALANTIC, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "Town."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and Town have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the Town has the option in this Agreement to handle all addressing responsibilities for the Town or to delegate responsibility for assigning addresses to properties within the Town's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the Town shall be transmitted to the County and the Town hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the Town have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the Town as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The Town and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The Town shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the Town allowing the County to review and provide comment to the Town to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The Town may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the Town.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the Town, if requested to do so by the Town in writing, subject to the Town paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 TOWN RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

- (i) Any Town Ordinance/Resolution currently authorizing/regulating addressing.
- (ii) Any future amendments to such ordinances.
- (iii) Any Town Ordinance or regulation relating to Annexation or Detachment of property.
- (iv) Any Town Ordinance/Resolution relating to roadway vacating.
- (v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.
- (vi) Will notify the Town agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 TOWN PERFORMS ADDRESSING

FUNCTION: (A) TOWN RESPONSIBILITIES:

- (i) Assign and/or change addresses within the Town jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the Town or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their Town internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the Town to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the Town in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the Town's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the Town to the Town.

(ii) The County will notify the Town in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) TOWN RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the Town will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the Town for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the Town and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the Town or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by Town; update County records.
- (xi) Process submitted vacatings completed by Town; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the Town, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the Town of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 TOWN RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the Town.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the Town.

(C) The Town agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the Town within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all Town Annexations, Detachments, Ordinances or Resolutions, the Town shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the Town in writing of any discrepancies the County identifies in the naming or numbering of streets located within the Town's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the Town indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the Town, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the Town on an 'as requested' basis.

5. FEES:

5.1 TOWN RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the Town request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the Town in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the Town of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the Town to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the Town from time to time of any changes to fees charged to the Town or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the Town and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: Town and County are independent contractors under this Agreement. Services provided by Town pursuant to this agreement shall be subject to the supervision of Town and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the Town, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Town. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the Town:

Town Manager
Town of Indialantic
216 Fifth Avenue
Indialantic, FL 32903

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing
Section 2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The Town is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Jim Barfield
JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:

Shannon L. Nelson, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:

Laura Eaton
Laura Eaton, Town Clerk

Town of Indialantic

Christopher Chinault
Christopher Chinault, Town Manager

Exhibit A

Schedule of Annual 911 Addressing Fee

Population Based on 2010 Census (Alphabetical Order)

		\$157,000 (.29 cents)
POPULATION	MUNICIPALITY	FEE PER POPULATION*
206,469	Brevard (Unincorporated)	\$ 59,876.01
9,912	Cape Canaveral	\$ 2,874.48
17,140	Cocoa	\$ 4,970.60
11,231	Cocoa Beach	\$ 3,256.99
3,850	Grant-Valkaria	\$ 1,116.50
2,720	Indialantic	\$ 788.80
8,225	Indian Harbour Beach	\$ 2,385.25
2,757	Malabar	\$ 799.53
76,068	Melbourne	\$ 22,059.72
3,101	Melbourne Beach	\$ 899.29
662	Melbourne Village	\$ 191.98
103,190	Palm Bay	\$ 29,925.10
900	Palm Shores	\$ 261.00
24,926	Rockledge	\$ 7,228.54
10,109	Satellite Beach	\$ 2,931.61
43,761	Titusville	\$ 12,690.69
18,355	West Melbourne	\$ 5,322.95
	TOTAL ANNUAL FEE:	\$157,579.04

***Calculation:**

Total Value Required ÷ Total County Population = Cost per person x Municipality population = Municipality fee.

Brevard County Population: 543,376

Exhibit B

Schedule of 911 Addressing Fees

Fees to be paid by applicant

(A) Address Assignment (for newly recorded plats or approved site plans):

Official residential address.....\$ 5.00/address
Official commercial/industrial address.....\$ 5.00/address
Official commercial unit address.....\$ 5.00/unit
Property owner requested address change (not for 9-1-1 purposes).....\$50.00

(B) Street Naming or Renaming:

Recording Fee.....Pursuant to Clerk's recording fee
Street Naming by Citizen Request.....\$50.00/name
Plus \$25.00 per address change, if required.

Street Re-naming by Citizen Request.....\$75.00/name
Plus \$25.00 per address change, if required.

(C) Building Permit Address Fee (if Brevard County issues permit):

Official residential address.....\$30.00/address
Official commercial/industrial address.....\$50.00/address
Official commercial unit address.....\$35.00/unit

Brevard County Emergency Management Office 1746 Cedar Street Rockledge,
Florida 32955 Tel: (321) 637-6670 Fax: (321) 633-1738 Director Kimberly
Prosser

RECEIVED

JUL 10 2015

**BREVARD COUNTY
EMERGENCY MANAGEMENT**

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
AND
THE CITY (TOWN) OF TOWN OF MALABAR, FLORIDA
PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF **TOWN OF MALABAR**, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. TERM AND RENEWAL: The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. SCOPE OF SERVICES:

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

Town Clerk

Town of Malabar

2725 Malabar Road

Malabar, FL 32950-4427

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940

9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content

Shannon L. Kelton, 6/22/16

(Assistant) County Attorney

As Approved by the Board on July 12, 2016

ATTEST:

City/Town Clerk

City/Town of

Carl A. Beatty
Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Melbourne Village, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 12 day of July 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE ~~CITY~~/TOWN OF Melbourne Village, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. TERM AND RENEWAL: The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. SCOPE OF SERVICES:

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

Town of Melbourne Village
555 Hammock Rd
Melbourne Village, FL 32904

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



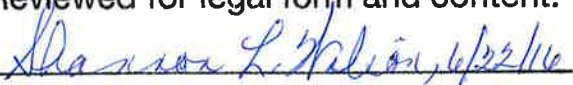
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM FARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:



Shannon L. Nelson, 6/22/16

(Assistant) County Attorney


As Approved by the Board on July 12, 2016

ATTEST:



City/Town Clerk

City/Town of



Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Palm Shores, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 20th day of July, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Palm Shores, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2014 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence.
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A)) no less than ninety (90) days prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town: *of Palm Shores*

Mayer Carol M. McCormack

5030 Paul Hunt Lane

Palm Shores, Fla. 32940

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN
Brevard County Board of County Commissioners

Reviewed for legal form and content:

Shannon L. Kelion, 6/22/16

(Assistant) County Attorney


As Approved by the Board on July 12, 2016

ATTEST:



City/Town Clerk

City/Town of Palm Shores



Mayor or (his/her designee)

INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF Melbourne Beach, FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 30th day of MARCH, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF MELBOURNE BEACH, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite C201, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite C201
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

TOWN OF MELBOURNE BEACH

507 OCEAN AVENUE

MELBOURNE BEACH FL. 32951-2573

To the County:

Brevard County Emergency Management Department
E911 Administration Office, E911 Addressing Section
2725 Judge Fran Jamieson Way, Suite C201
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



JIM BARFIELD, CHAIRMAN

Brevard County Board of County Commissioners
Approved by the Board July 12, 2016


Reviewed for legal form and content:

Shannon L. Kilgus, 6/22/16

(Assistant) County Attorney

As Approved by the Board on 3/29/16

ATTEST:



City/Town Clerk

City/Town of MELBORNE BEACH



Mayor or (his/her designee)

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
AND
THE CITY (TOWN) OF PALM BAY , FLORIDA
PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 3rd day of January 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Palm Bay, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

NOW THEREFORE, it is agreed between the County and the City as follows:

1. **TERM AND RENEWAL:** The Term of this Agreement shall begin on October 1, 2015 and end on September 30, 2020; however, the Agreement shall automatically renew for an additional 5 years unless either party gives the other party at least sixty (60) days advance written notice of its intent to terminate the agreement at the end of the then existing term.

2. **SCOPE OF SERVICES:**

2.1 The City and County hereby agree to mutually cooperate in exchanging information and data in order to allow the County to properly and effectively update the Enhanced 911 ALI Database and the E911 Mapping System which is maintained by Brevard County for Brevard County, Florida, its municipalities and emergency responders, etc.

2.2 The City shall provide the necessary addressing information, as further provided herein, to the County prior to the permanent assignment or change of street names within the City allowing the County to review and provide comment to the City to avoid addressing duplication and confusion in the same geographic/community area.

2.3 The City may request the County, through the E911 Addressing Section (hereafter referred to as the 'Section'), to assume the addressing responsibilities for the City.

(A) Such request shall be submitted in writing to the Brevard County Emergency Management Department, E911 Administration Office, E911 Addressing Section at 2725 Judge Fran Jamieson Way, Suite A120, Viera, Florida 32940.

(B) The County agrees to assume addressing responsibilities for the City, if requested to do so by the City in writing, subject to the City paying the County the annual addressing fee (as billed by the County) and providing all requested information needed by the County to perform the addressing function.

2.4 The parties agree that the structures requiring addresses include:

- Residential structures
- Commercial structures
- Utility equipment/cabinets
- Lift stations
- Docks
- Boat houses
- Communications towers
- Subdivision lighting
- Development fencing/signage/gates
- Development recreational facilities
- Accessory structures (barns, sheds, garage/apartments)

3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

(i) Any City Ordinance/Resolution currently authorizing/regulating addressing.

(ii) Any future amendments to such ordinances.

(iii) Any City Ordinance or regulation relating to Annexation or Detachment of property.

(iv) Any City Ordinance/Resolution relating to roadway vacating.

(v) Any correspondence related to numbering or renumbering of private or public streets located within their municipal boundaries.

(vi) Will notify the City agencies needing access to updated/new addresses of new addresses that have been assigned to individual properties, to newly recorded plats, because of change due to street naming and/or renaming, by owner request or for 911 purposes.

3.2 CITY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES:

(i) Assign and/or change addresses within the City jurisdiction, along with all notification correspondence and provide assistance to all inquiries (phone/email/walk-in customers) made directly to the City or forwarded by the Section.

(ii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)), in addition to their City internal agencies, of new, updated or changed addresses.

(iii) Submit to the County, or require applicants for street names within the City to submit to the County, prior to any permanent assignment of street names, all subdivision plans and/or site plans regarding development projects within its municipal boundaries.

(iv) Submit to the County for review and comment any and all addresses proposed for assignment by the City in order to avoid addressing discrepancies.

(v) Provide any proposed street names for private or public streets located within the City's municipal boundaries for review and approval by the County.

(vi) Require all private streets located within all mobile home parks, condominium complexes and/or business complexes to be named and proper documents recorded with the Clerk of the Courts.

(vii) Provide the County with copies of any correspondence that propose changes or corrections to the addresses or street names within their municipal boundaries.

(B) COUNTY RESPONSIBILITIES:

(i) County directs all persons who contact the County about any addressing issues within the City to the City.

(ii) The County will notify the City in writing of any discrepancies in the naming or numbering of streets located within their municipal boundaries for the purpose of verification and correction.

3.3 COUNTY PERFORMS ADDRESSING FUNCTION:

(A) CITY RESPONSIBILITIES: In addition to the information to be provided under paragraph 3.1, above, the City will perform as follows:

(i) Provide the Section any and all documents pertinent to new subdivisions, site plans and/or preliminary annexations submitted to the City for review and comment.

(ii) Submit to the Section for review and approval any and all street names submitted for use within said municipal boundaries.

(iii) Submit all newly recorded subdivisions and approved site plans to the Section for addressing.

(B) COUNTY RESPONSIBILITIES:

- (i) Assignment of all addresses to individual properties.
- (ii) Assignment of all addresses to utility equipment.
- (iii) Assignment of all addresses to and within subdivision plats (residential and commercial).
- (iv) Assignment of all addresses to commercial site plans.
- (v) Provide the City and Developers a copy of the recorded subdivision plat and/or approved site plan with addresses indicated thereon, along with an address table, if applicable.
- (vi) Issue any necessary address change and/or verification letters.
- (vii) Conduct site visits as necessary.
- (viii) Produce street naming/renaming (includes resolution, mapping, recording and issuing all necessary correspondence).
- (ix) Respond to all telephone/email/walk-in inquiries received from the City or citizens and perform any necessary research to respond.
- (x) Process submitted annexations completed by City; update County records.
- (xi) Process submitted vacatings completed by City; update County records.
- (xii) Notify all external concerned agencies on the Concerned Agencies List (see paragraph 4.2(B)) needing access to updated/new addresses listed, in addition to the City, of any new addresses that have been assigned to individual properties or to newly recorded plats or are changed due to street naming and/or renaming or by owner request or for 911 purposes. The County will update this agency list from time to time as needed, advise the City of the updates and make this list available on-line through its website.

4. ALI DATABASE and 911 MAPPING SYSTEM:

4.1 CITY RESPONSIBILITIES:

- (A) Cooperate with the maintenance of the E911 ALI Database by providing for the timely updates and corrections of any addressing discrepancies located in the ALI Database or errors located in the mapping system and/or errors located in any Annexation, Detachment or Ordinance submitted by the City.

(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite A120
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.).

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City of Palm Bay, Growth Management Department
Patrick Murphy, Assistant Growth Management Director
120 Malabar Road, SE
Palm Bay, FL 32907

To the County:

Brevard County Emergency Management Department E911
Administration Office, E911 Addressing Section 2725 Judge
Fran Jamieson Way, Suite A120
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

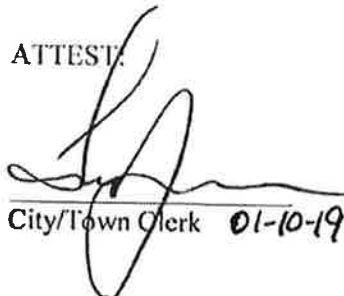
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Kristine Isfardi, Chair
Brevard County Board of County Commissioners

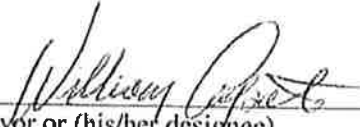
As Approved by the Board on _____

ATTEST:



City/Town Clerk 01-10-19

City/Town of



Mayor or (his/her designee)

Deborah Thomas

From: Prosser, Kimberly <kimberly.prosser@brevardfl.gov>
Sent: Friday, February 22, 2019 2:49 PM
To: Deborah Thomas
Subject: FW: Emailing: Tammy gram Interlocal Ag_20190222092604.pdf
Attachments: Tammy gram Interlocal Ag_20190222092604.pdf

Please share as appropriate; this is the only email address I can find for Clerk to the Board staff.
Thank you,
Kimberly

-----Original Message-----

From: Cuff-Waite, Patricia
Sent: Friday, February 22, 2019 10:49 AM
To: Prosser, Kimberly
Subject: Emailing: Tammy gram Interlocal Ag_20190222092604.pdf

FYI

Pat Cuff-Waite-

Administrative Assistant to Kimberly Prosser, EM Director Brevard County Office of Emergency Management
1746 Cedar Street ** Rockledge, FL 32955
Tele: 321 637-6670 Fax: 321 633-1738
Email: pat.cuff-waite@brevardcounty.us

Your message is ready to be sent with the following file or link attachments:

Tammy gram Interlocal Ag_20190222092604.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 837-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 13, 2016

MEMORANDUM

TO: Kimberly Prosser, Emergency Management Director

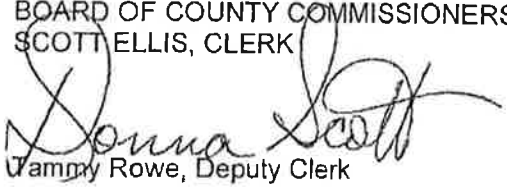
RE: Item II.C.4., Interlocal Agreements with Municipalities in Brevard County for Outlining Addressing Requirements for Public Safety Purposes, and Providing the Ability to Transfer Addressing Responsibilities to the County for an Annual Fee

The Board of County Commissioners, in regular session on July 12, 2016, executed Interlocal Agreements with Municipalities for Outlining Addressing requirements for Public Safety purposes; and approved the Interlocal Agreements with 14 of the 16 Municipalities. Enclosed are two certified copied of each Interlocal Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for: 
Donna Scott
Tammy Rowe, Deputy Clerk

/ds

Encls. (28)

cc: Contracts Administration
Budget
Finance


RECEIVED

JUL 20 2016

**BREVARD COUNTY
EMERGENCY MANAGEMENT**



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Lisa Morrell, City Manager 
DATE: January 3, 2019
RE: Interlocal Agreement with Brevard County

The Growth Management Department requests approval to enter into a new Interlocal Agreement with Brevard County. The Interlocal Agreement is being established to create a coordinated process for the assignment of addresses throughout the City of Palm Bay and to provide for an effective citywide Automatic Location Identification Database for the 9-1-1 emergency telephone system.

The City of Palm Bay's portion of the 911 Addressing Fee, payable to Brevard County, will be \$29,925 annually.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:

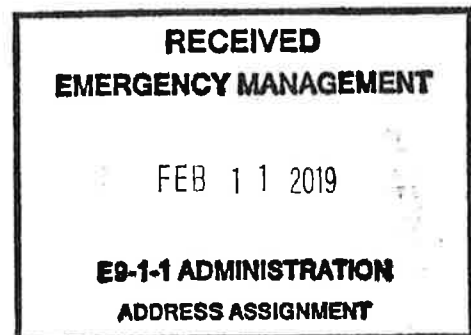
The \$29,925 fee for FY19 is available from salary savings in the Growth Management Department's due to position vacancies. A budget amendment will follow once passed to move funds from Growth Management's Full-time Salaries / Wages, account number 001-3311-515.12-10, to Other Professional Services, account number 001-3311-515.31-41.

RECOMMENDATION:

Motion to approve the attached Interlocal Agreement with Brevard County and the transfer of funding from Growth Management's Personal Services to Operating Expenditures.

Attachment: 1) Interlocal Agreement with Brevard County
2) Supporting Documents

CB/ab



INTERLOCAL AGREEMENT

BETWEEN

BREVARD COUNTY, FLORIDA

AND

THE CITY (TOWN) OF PALM BAY , FLORIDA

PROVIDING A CENTRALIZED ADDRESSING AUTHORITY

THIS INTERLOCAL AGREEMENT, entered into this 3rd day of January 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF Palm Bay, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for the assignment of addresses throughout the County (both incorporated and unincorporated areas) to provide for an effective countywide Automatic Location Identification Database for the 9-1-1 emergency telephone system;

WHEREAS, the Board of County Commissioners of Brevard County, Florida in regular session on August 21, 1980, issued a letter of intent that allowed Southern Bell Telephone and Telegraph Company (a.k.a. BellSouth/AT&T) to proceed with the implementation of the enhanced emergency telephone system for Brevard County, Florida:

WHEREAS, this emergency telephone system, known as the "Enhanced 911 Telephone System" was implemented in the incorporated and unincorporated areas of Brevard County;

WHEREAS, the County and City have previously entered into various Interlocal Agreements, dated 12/03/81, 03/14/00, and/or 07/24/07, providing for the exchange of information necessary to implement and maintain the emergency telephone system throughout Brevard County;

WHEREAS, the parties wish to replace all current Interlocal Agreements with the various Cities by executing this new agreement;

WHEREAS, the City has the option in this Agreement to handle all addressing responsibilities for the City or to delegate responsibility for assigning addresses to properties within the City's jurisdiction to the County (which includes the responsibility for coordinating with developers and property owners);

WHEREAS, in order to effectively maintain the accuracy and consistency of the countywide Automatic Location Identification (ALI) Database used with the emergency telephone system and to avoid addressing duplication and confusion, certain address information approved and under the control of the City shall be transmitted to the County and the City hereby authorizes the County to coordinate addressing information; and

WHEREAS, the County and the City have determined that it is in the best interest of the health, safety and welfare of all citizens of and visitors to Brevard County to enter into this Interlocal Agreement.

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3. ADDRESSING:

3.1 CITY RESPONSIBILITIES (generally):

(A) Submit to the County one copy of each of the following documents for the purpose of proper identification and location of addresses within the E911 ALI Database:

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(B) Respond to the County in writing within ten (10) working days from receipt of written notice (paragraph 4.2(C) below) from the County of any discrepancies in the naming or numbering of streets in the City.

(C) The City agrees to be responsible for any or all errors within the ALI Database System that are not resolved or corrected by the City within the (10) working days from the receipt of notice or within the approved grant extension time frame as provided for below.

(D) Upon correction and recording of any and all City Annexations, Detachments, Ordinances or Resolutions, the City shall provide a recorded copy of the revised document to the County E911 Addressing Section in a timely manner.

4.2 COUNTY RESPONSIBILITIES:

(A) Maintain and update the addresses in the ALI Database System and 911 Mapping System (the Systems) and the County's Property Management System, along with regular updated addressing information to the Property Appraiser and the Supervisor of Elections for use in the records/databases of those offices.

(B) Maintain and revise as needed the "Concerned Agencies List" which includes all agencies/entities needing access to the updated Systems.

(C) Notify the City in writing of any discrepancies the County identifies in the naming or numbering of streets located within the City's municipal boundaries for the purpose of verification and correction in order to avoid duplication and confusion.

(D) Upon written notice from the City indicating an error cannot be resolved within the approved time frame, the Brevard County E911 Addressing Section may grant an extension on a case-by-case basis.

(E) Process annexations and vacatings submitted by the City, including incorporation of address changes into the Systems.

(F) Provide maps and mapping updates to the City on an 'as requested' basis.

5. FEES:

5.1 CITY RESPONSIBILITIES:

(A) Remit an annual 911 Addressing fee to the County by October 1 for the upcoming fiscal year if the City requests the County to assume Addressing responsibilities for the City.

(B) Require the Developer to pay the fee set per address for newly recorded plats for 911 address assignment to the Section in order to defer the administrative cost of this function.

(C) Require the Developer or Citizen to pay fees to the Section should the City request the E911 Addressing Section to provide street naming or renaming or address change notification services.

(D) All fees provided for herein as set by Resolution shall be made payable to the Brevard County Board of County Commissioners and sent to the attention of:

Brevard County Board of County Commissioners
Attn: E911 Addressing Section
2725 Judge Fran Jamieson Way
Suite A120
Viera, FL 32940

(Any change in the address of the Section shall be made to the City in accordance with paragraph 8.)

(E) Require the Developer to pay said fees directly to the Section at the time address assignment is completed and available for use.

5.2 COUNTY RESPONSIBILITIES:

(A) Adopt fees by Resolution for the services as provided for in Section 5.1 above. The County may revise the fees from time to time.

(B) Notify the City of any proposed change to the annual 911 addressing fee Section 5.1 (A) no less than six months prior to September 30, in order for the City to consider the fee as part of its budgetary process for the next fiscal year.

(C) The County will advise the City from time to time of any changes to fees charged to the City or Developers or citizens for various addressing services provided by the County.

6. MODIFICATIONS TO AGREEMENT: Other than as previously approved, this Agreement, together with any exhibits, task assignments and schedules constitute the entire Agreement between the County and the City and supersedes all prior written or oral understandings. This Agreement and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

7. INDEPENDENT CONTRACTOR: City and County are independent contractors under this Agreement. Services provided by City pursuant to this agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County.

In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County and the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

8. NOTICE: Documentation, notices, changes in addresses or representatives of the parties shall be made by providing notice as follows:

To the City/Town:

City of Palm Bay, Growth Management Department
Patrick Murphy, Assistant Growth Management Director
120 Malabar Road, SE
Palm Bay, FL 32907

To the County:

Brevard County Emergency Management Department E911
Administration Office, E911 Addressing Section 2725 Judge
Fran Jamieson Way, Suite A120
Viera, FL 32940


9. GOVERNMENTAL IMMUNITY. The city is a municipality as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the City to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract. Likewise, the County is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10. ATTORNEYS FEES/COSTS; NONJURY TRIAL: In the event of litigation to enforce the terms of this agreement, each party shall be responsible for its own costs and attorney's fees. Any trial to enforce or interpret the terms of this agreement should be non-jury.

This Agreement shall be deemed to have been entered into under the provisions of Section 163.01, Florida Statutes, "the Florida Interlocal Cooperation Act of 1969," and shall be effective upon filing with the Clerk of the Circuit Court, Brevard County pursuant to Subsection 11 of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:



Scott Ellis, Clerk

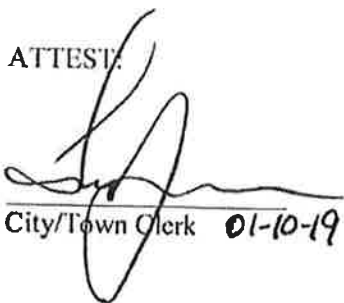
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Kristine Isfardi, Chair
Brevard County Board of County Commissioners


As Approved by the Board on _____

ATTEST:



City/Town Clerk 01-10-19

City/Town of



Mayor or (his/her designee)