

RESOLUTION 18-2015

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR COUNCIL APPROVAL OF THE INTERLOCAL AGREEMENT WITH BREVARD COUNTY E-911 DIVISION AT NO COST TO THE TOWN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Malabar has participated in the previous Interlocal Agreements with Brevard County since 1981; and

WHEREAS, this Agreement provides language that exempts the Town from paying the annual addressing fee because we perform these functions; and

WHEREAS, the Town of Malabar desires to participate in the Interlocal agreement to provide a coordinated process for assignment of addresses in order to provide an effective countywide Automatic Location Identification Database for 9-1-1 Emergency telephone system for Brevard County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves and directs that the Mayor sign the Interlocal Agreement attached as Exhibit "A"

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby directs that the Clerk forward the executed document to Brevard County E9-1-1 Administration.

Section 3. This Resolution shall take effect immediately upon its adoption.

This Resolution was moved for adoption by Council Member Vail.

This motion was seconded by Council Member Acquaviva and, upon being put to vote, the vote was as follows:

Council Member Grant Ball	<u>Aye</u>
Council Member Brian Vail	<u>Aye</u>
Council Member Don Krieger	<u>Aye</u>
Council Member Dick Korn	<u>Aye</u>
Council Member Marisa Acquaviva	<u>Aye</u>

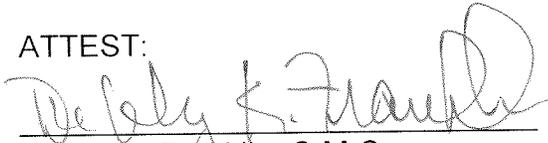
This Resolution was then declared to be adopted this 24th day of August, 2015.

5-0

By: TOWN OF MALABAR

Carl Beatty
Mayor Carl A. Beatty, Council Chair

ATTEST:



Debby K. Franklin, C.M.C.
Town Clerk/Treasurer

(seal)

Approved as to form and content:



Karl W. Bohne, Jr., Town Attorney

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 _____ day of _____, 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:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

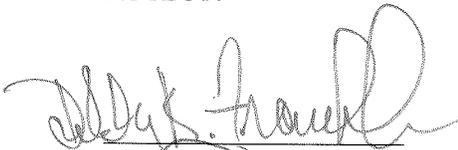
Scott Ellis, Clerk

Robin Fisher, Chairman
Brevard County Board of County Commissioners

As Approved by the Board on _____

ATTEST:

City/Town of



City/Town Clerk



Mayor or (his/her designee)