

**LEGISLATIVE #**

**110052A**

## **INTERLOCAL AGREEMENT FOR E9-1-1 EMERGENCY ADDRESSING**

This interlocal agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City";

### W I T N E S S E T H:

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County and the City of Gainesville; and

WHEREAS, the County maintains an Enhanced 9-1-1 system on behalf of incorporated and unincorporated Alachua County; and

WHEREAS, the Office of Enhanced 9-1-1, as part of the Alachua County Department of Public Safety, oversees and coordinates the official addressing of the unincorporated County; and

WHEREAS, the City requests assistance in evaluating and maintaining its addressing system;

NOW, THEREFORE, in consideration of the premises herein contained, it is mutually agreed between the parties as follows:

- 1) Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective within 60 days upon recording by the County in the public records of Alachua County.
- 2) The City hereby agrees to submit, upon request, the following information to the County E9-1-1 Coordinator at 913 SE 5<sup>th</sup> ST, Gainesville, FL 32601 within 30 days of the effective date of this agreement:

- a) One electronic copy of current City GIS addressing data, including annotation and vector files;
  - b) One initial set of City maps, with official street names and 9-1-1 addresses noted thereon; and
  - c) One copy of all plats, recorded and unrecorded, within the City's possession, with addresses and roadway names annotated thereon, submitted in electronic format when available if requested.
- 3) The County's E9-1-1 Office staff will examine the proffered data for accuracy and completeness, and shall identify any problem addresses or inaccuracies.
  - 4) The County will notify the City Manager of the discovery of any problems, inaccuracies or inconsistencies with the current data.
  - 5) The Alachua County E911 Office will provide full addressing support to the City of Gainesville which includes but is not limited to the following:
    - a) Compliance with City of Gainesville Code of Ordinances, Chapter 23, Streets, Sidewalks and Other Public Places, Article II, Street Designation and Building Address Numbering Plan;
    - b) Provide all notification to City property owners regarding address changes, revisions and updates;
    - c) Process all addressing requests, concerns, questions and inquiries regarding addresses within the City;
    - d) Act as the City Manager's designee on all matters related to property numbering and addressing;
    - e) Notify the City of the discovery of any problems, inaccuracies, and inconsistencies associated with addresses and roadway names; and
    - f) Work with City staff to make needed changes and prioritize renumbering or renaming of private or public roadways within the City.
  - 6) The City agrees to perform the following ongoing tasks and functions in support of the 9-1-1 addressing system:
    - a) Designate and maintain an employee within the City to act as an interface between City and the County in all phases of this agreement and subsequent addressing tasks;

- b) Provide all acquisition, installation, repair and maintenance of official City roadway signs;
  - c) Ensure access to any City electronic database or application request system that the County would need to update as part the address assignment process;
  - d) Ensure network connectivity by City staff to County GIS databases to access addressing data and maps;
  - e) Work with County E9-1-1 Office staff to make needed changes and prioritize renumbering or renaming of private and public roadways with the City; and
  - f) Submit, upon request, to the Alachua County E9-1-1 Coordinator one copy of any listing of official roadway closings or extensions within ten (10) business days after final, official approval.
- 7) The City and County agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively implement this agreement.
- 8) The parties assume any and all risks of personal injury and property damage attributable to the acts of omissions of its officers, employees, servants and agents. Nothing herein waives the provisions of §768.28, Florida Statutes.
- 9) Notices provided herein or relating to the subject matter of this agreement shall be provided to the attention of:

City of Gainesville  
ATTN: City Manager  
PO Box 490 Station 6  
Gainesville, FL 32602-0490

Alachua County Department of Public Safety  
ATTT: Director of Public Safety  
PO Box 548  
Gainesville, FL 32602

- 10) Upon adoption, this Agreement supersedes any previous agreement between City and County regarding property addressing and numbering.
- 11) The initial term of this agreement shall begin on the date set forth above, and shall end one year later on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Upon expiration, this agreement shall be automatically renewed by the parties for additional one (1) year

terms, unless either party shall express intent to withdraw from this agreement at the expiration date in effect, by providing written notice to the other party no less than ten (30) days prior to the expiration date.

12) The County, upon execution of this agreement, shall file same with the Clerk of the Court in the official records in the official records of Alachua County, as required by Section §163.01(11), Florida Statutes.

13) It is understood by all parties to this agreement that the funding for addressing in Alachua County is funded through E911 Office funds in accordance with Section 365.172 Florida Statutes and that the City of Gainesville will not be charged for addressing services or any services associated with this agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ATTEST:

ALACHUA COUNTY, FLORIDA

\_\_\_\_\_  
J.K. "Buddy" Irby, Clerk

BY:

\_\_\_\_\_  
Lee Pinkoson, Chair  
Board of County Commissioners

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Alachua County Attorney's Office

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
City Attorney's Office

BY:

\_\_\_\_\_  
Craig Lowe, Mayor  
Gainesville City Commission