


**SEMINOLE COUNTY EMERGENCY MANAGEMENT ADDRESSING  
INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF LAKE MARY**

**THIS INTERLOCAL AGREEMENT** is made and entered into by **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as “**CITY**”.

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

**WHEREAS**, COUNTY and CITY desire to mutually cooperate with each other to maintain a uniform Addressing System to promote, protect, and improve the health, safety, and welfare of the citizens of Seminole County, Florida; and

**WHEREAS**, COUNTY and CITY  have determined that it is in the best interest of the citizens of Seminole County, Florida to enter into this Interlocal Agreement describing the services that will be provided by COUNTY and what is expected to be provided by CITY; and

**WHEREAS**, the enhanced emergency telephone system, commonly known as the “E-911 Emergency Number System,” was implemented in the incorporated jurisdiction of CITY and the unincorporated areas of Seminole County; and

**WHEREAS**, it is necessary that certain information within the purview of CITY be transmitted to COUNTY in order to continue to effectively maintain the accuracy and consistency of the Countywide Automatic Location Identification (ALI) database used with the emergency telephone system; and

**WHEREAS**, in accordance with the general Interlocal Agreement dated July 22, 1986, COUNTY continues to request that all seven (7) Florida municipal corporations within Seminole


County provide addressing information so that all data will be entered into one GIS mapping database, which is utilized by the 911 Communications Call Center for E-911 calls; and

**WHEREAS**, CITY has adopted Chapter 150A of the City of Lake Mary Code concerning Uniform Building Numbering System and Naming of Streets, in which CITY has appointed and delegated COUNTY as the Addressing Authority to provide addressing services to CITY; and

**WHEREAS**, it has become necessary to adopt an interlocal agreement detailing the Addressing Services COUNTY will provide for CITY; and

**WHEREAS**, COUNTY has adopted Chapter 90, Seminole County Land Development Code, concerning Uniform Building Numbering System; and

**WHEREAS**, COUNTY has been performing Addressing Services for CITY with no service fee for over 20 years; and

**WHEREAS**, in the process of trying to match data, the Seminole County Sheriff's Office ("Sheriff") has been sending COUNTY's  Addressing Division ("Addressing") weekly lists of address discrepancies between the Sheriff's data and the 911 GIS address map data. The lists involve in-depth research and contact is made to CITY; and

**WHEREAS**, on many occasions, COUNTY Addressing is notified by Sheriff, U.S. Post Office, or another entity, that certain addresses are in use and have been issued within one of CITY's business licensing or building permitting offices, but were never assigned by Addressing and Addressing was never made aware of what transpired; and


**WHEREAS**, where a building in CITY's jurisdiction has two (2) units or suites which are being combined into one unit or suite, it has been discovered that both unit numbers remain on the building, even though there is only one tenant; and

**WHEREAS**, in such scenario, the additional unit or suite number should have been removed from the structure and, if CITY had been aware of the change, CITY would have sent

Addressing an updated floor plan and notice to remove one of the unit numbers from the address database; and

**WHEREAS**, COUNTY Addressing does not have the time or the staff to do in-depth research or inquiries to Building or Occupational Licensing offices for CITY, the U.S. Post Office, utilities, and other agencies, when COUNTY Addressing receives notice that the 911 address map does not match the building on site; and

**WHEREAS**, with future enhancements to E-911, progressing to Enhanced 911, having limited staff and prior departmental changes or reorganization, increasing fuel costs, limited funds in COUNTY's General Fund Budget, and increases in certified mail costs, COUNTY is requesting CITY's assistance in certain aspects of addressing within CITY's jurisdiction; and

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants, and agreements contained in this Agreement by and between the parties and for the mutual benefit of COUNTY and CITY and their respective citizens,  the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. General Responsibilities and Authority.**

(a) CITY shall submit to COUNTY's Office of Emergency Management located at 150 Eslinger Way, Sanford, Florida 32773 or email at [Addressing@seminolecountyfl.gov](mailto:Addressing@seminolecountyfl.gov), the following information as noted in Sections 2 through 13, and documents approved by CITY, for the purpose of proper identification and location within the E-911 Emergency Number System:

(1) One (1) current copy of CITY's enacted ordinance authorizing or regulating addressing.

(2) One (1) copy of all enacted municipal ordinances involving annexation of property or municipal contraction to be submitted immediately upon adoption referencing the ordinance, property address, parcel number, and map location.

(b) CITY shall maintain a uniform system of building numbering within Seminole County and adhere to COUNTY's Addressing Ordinance, Chapter 90, Seminole County Land Development Code.

(c) CITY shall comply with COUNTY's Addressing Ordinance, Chapter 90, Seminole County Land Development Code, on procedures for any and all arising addressing issues which are not included within CITY's current Addressing Ordinance.

(d) When there is an address or street name that CITY or a developer is requesting to use, but COUNTY has indicated there is a 911 issue with using that address or street name, COUNTY will be the authority on making the final decision on whether an address or street name should or should not be used in the best interest of emergency response.

### **Section 3. Condominiums.**

(a) When CITY is made aware of a condominium conversion for a developed property, CITY shall provide copies of the proposed declarations of condominium documents to COUNTY.

(b) COUNTY shall verify the existing addresses, street names, and facility name currently in use against the proposed declaration of condominium.


(c) If it is discovered by the CITY that a building has been converted to the condominium form of ownership and is not using the address as previously assigned by COUNTY, then CITY is responsible to contact the unit owners and condominium association. CITY shall send notice to the owners and condominium association, indicating that owners are using unapproved addresses and the owners are to inform any tenants (if applicable) and use the address as previously assigned by COUNTY.

**Section 4. Demolitions.** Any type of addressed structure which is permitted to be demolished or permanently removed from its location and there are no plans to rebuild or replace the structure, CITY shall contact COUNTY as follows:

(a) After building inspections are completed, CITY shall provide COUNTY with the parcel number and the address for the structure that no longer exists.

(b) COUNTY shall remove the address from COUNTY's 911 GIS map database and shall request removal of the property address with the Seminole County Property Appraiser, U.S. Post Office and other agencies as needed.

(c) CITY shall also delete or inactivate the address.

(d) If the demolition is located on a corner lot and there are plans to rebuild the structure exactly fronting the same street with the same access, the same address may be utilized. If the access driveway changed location or if the structure fronts another street, the old address will be deleted from COUNTY's 911 GIS map and  COUNTY shall assign a new address.

**Section 5. Field Checks.** As soon as practicable, CITY shall provide a field inspection within its jurisdiction for residential or commercial buildings and for street signs when requested by COUNTY and deemed necessary by the CITY, for the following scenarios:

(a) When COUNTY is made aware of an address discrepancy, COUNTY shall notify CITY of the discrepancy. CITY shall field inspect the property and inform COUNTY of its findings. Such inspections may include what building permits have been issued, permitted floor plans, occupational licenses, zoning, utilities, or any other pertinent information available from CITY.

(b) CITY shall perform field inspections within its jurisdiction to verify what addresses are posted, whether recently assigned or existing, draw up floor plans for an existing building or provide permitted plans which show walls, doors, and separate tenant business occupancies, ensure

a re-addressed property has the new number posted and ensure numbers are posted or address confirmation is needed due to conflicting 911 GIS mapping or site plan data.

(c) CITY shall perform field inspections to ensure street signs for new developments are properly posted in the correct location, blades facing the correct street, and spelled correctly.

(d) When COUNTY assigns a new address, CITY shall provide a field inspection to ensure the address is posted correctly and meets the height and color requirements as indicated by Ordinance consistent with both the County and the City codes.

### **Section 6. Development.**

(a) When a development application is submitted to the City through the development review process, CITY shall provide COUNTY with site plans and pertinent information pertaining to proposed structures, such as site plans, floor plans, proposed cell towers, buildings, plazas, unit or suite changes within buildings and plazas such as interior alterations, creating new units or combining units within structures, road changes, access changes, or creation of roads, driveway access changes, planned developments, preliminary subdivisions, preliminary plats, and proposed site plans.

(b) COUNTY Addressing shall make comments regarding the proposed development including reference to any easements which need to be named, address assignment, street spelling, and fees and indicate if newly proposed streets require naming.

(c) CITY shall forward COUNTY's comments to the owner or developer and ensure all COUNTY comments are incorporated into any approvals.

(d) For new developments, CITY shall use best efforts to verify the street names are correctly spelled with the proper designation and suffix abbreviated on street signs and the street sign blades are installed facing the correct street. The street names and addresses as approved and assigned are entered into the County 911 map, and used directly by the 911 Communications Call


Center. Therefore, any difference in the spelling of the street signs versus what was approved can cause a E911 delayed response for emergency responders.

(e) COUNTY shall check proposed subdivision and street names against the Master Street Address Guide (MSAG) and the Reserve Street Name and Subdivision List to ensure no duplication or sound-alike names exist. The proposed name must comply with the most recent COUNTY 911 Addressing Ordinance regarding street naming requirements.

(f) CITY shall contact COUNTY when the proposed development is approved and when plats are recorded, providing the plat book and page number.

(g) Within fourteen (14) days after recording the plat and meeting all COUNTY requirements, the COUNTY shall provide CITY an addressed site plan for its records.

#### **Section 7. Grandfather Clause.**

(a) COUNTY shall not change any CITY address except when COUNTY receives documented notification from the 911  Coordinator, Sheriff, Fire and Rescue, or any other government agency that it is unable to locate such address or the address is in violation of County Land Development Code Section 90.1 or Section 90.6 for reasons such as, but not limited to, the following:

- (1) An address, unit/suite number, is out of sequence number, or an odd, or even number on the wrong side of the street.
- (2) Rural box numbers.
- (3) Numbers improperly affixed, illegible, unclear, obstructed, or not visible.
- (4) Unapproved numbers.
- (5) Fractional addresses (such as 1/2), and alphanumeric (such as A, B, C).
- (6) Unapproved street signs.
- (7) Street names that are duplicates or sound alike.

(8) Street names that would cause confusion with regard to spelling or pronunciation.

(9) Street suffixes that do not properly describe the thoroughfare as it has been built.

(10) Subdivisions, apartments, shopping centers, mobile home parks, condominiums, warehouses, commercial office buildings, single-family residences, duplexes, or other communities of buildings having names that are similar to existing names.

(11) When Emergency Service Providers, the Deputy County Manager, Emergency Manager, or 911 Coordinator believes any normal response time is impaired or may be impaired due to a conflict in the street naming or numbering.

(b) COUNTY shall notify CITY of the address and reason for the response concern.

(c) COUNTY will send notice to the owner for a readdress. It shall be noted in the notice, if the property is rented/leased, it is the responsibility of the Property Owner to notify the tenant.

(d) CITY shall provide to COUNTY any written correspondence that has been sent to the owners, or condominium association. Notice can be given by regular USPS mail or email as long as CITY can confirm the affected party has received the notice and that documentation can be provided to the COUNTY. Seminole County will permanently retain a copy of the readdress record.

(e) CITY shall hear all appeals, regardless of the date the structure was built, if the property owner or occupant disagrees with Addressing's determination. The CITY will take into consideration the greatest degree of life safety and the CITY's final outcome shall not cause any issues to the 911 map, CAD system or promote confusion in the field for Emergency Responders. The CITY's decision after appeal is final.



(f) CITY's Code Enforcement Board has jurisdiction over addressing violations in CITY.

**Section 8. New Address Assignment.**

(a) COUNTY is responsible for approving street names and street suffix or designations, subdivision names, commercial facility names, and assigning addresses in conformity with the Uniform Building Numbering System/E-911 as set forth in the 1986 Interlocal Agreement and this Agreement. COUNTY's charges for the fees for Addressing Services are set forth in Section 20.10 K of the Seminole County Administrative Code, approved by the Seminole County Board of County Commissioners. CITY or developer shall submit proposed names to COUNTY during development project review.

(b) To ensure unit and suite numbers are removed or added to the address database, during the Building permitting process, CITY shall provide COUNTY with any changes to commercial unit or suites, such as interior alterations to walls or doors, separating or merging unit or suites, or single tenant buildings becoming multi-tenant. If two (2) units are combined, the unit number that will remain in the address database must be to the main access door for that unit or suite. The other unit or suite address number will be deleted from the address database and CITY shall make the best efforts to verify the number is removed from the structure.

**Section 9. Subdivision and Commercial Facility Name Signage.**

(a) For new Development, CITY is responsible to use best efforts to verify the platted subdivision name and commercial facility names are posted on subdivision wall signage, apartment signs, or plaza signs exactly as COUNTY has approved the name. For 911 response, the name on the signage must be the same name as indicated with the Property Appraiser facility name or subdivision name. To the extent CITY is aware of a name change for existing property, CITY will advise owner of the name change process.

(b) To the extent CITY is aware, CITY shall contact the condominium association, contractor, or property manager for any corrections needed to the new sign name.

**Section 10. Commercial Facility.**

(a) CITY shall notify COUNTY for proposed name changes to plazas, condominiums, apartments, or commercial buildings.

(b) To the extent CITY has the information, CITY shall provide to the COUNTY the parcel number, existing name, proposed name, requestor's name and contact information, a proposed effective date, and type of facility.

(c) COUNTY shall check the proposed name against existing names and the reserve name list. COUNTY shall indicate if the name is approved or denied. If the COUNTY rejects the name, COUNTY will provide written documentation to the CITY and OWNER (to the extent COUNTY has the information) outlining the reason(s) for rejection.

(d) COUNTY shall inform the  Appraiser to update the facility name in its records.

**Section 11. Street Name Changing.**

(a) Proposed street names must comply with the guidelines with the standards for naming streets.

(b) As outlined in Section 90.6 of the COUNTY Land Development Code and any CITY Code provisions, CITY shall not approve any street name changes which involve other jurisdictions and in which other jurisdictional properties are abutting the same street, unless all parties are in agreement to the change.

(c) If all jurisdictions are in agreement, a resolution or ordinance adopting the street name change must be adopted by each affected jurisdiction. Each respective jurisdiction and CITY

shall notify the property owners or tenants to the extent known in their respective jurisdictions of a change of address and have street signage installed to reflect the new street name.

**Section 12. Street Signs Existing.**

(a) COUNTY when notified, shall inform CITY where street signs do not match or are missing, including any street signage located within CITY's jurisdiction and CITY properties abutting the street in question, regardless of whether the sign is for a private way, public right-of-way, within an apartment complex or subdivision and whether or not the roadway is platted and recorded with a plat book and page.

(b) CITY shall contact the property owners, tenants (if known to the CITY), or condominium association, as soon as practicable, after COUNTY notification to inform the owners, tenants, or condominium association to have the street sign installed, replaced, or corrected.

(c) CITY shall notify COUNTY  when the street sign is installed.

**Section 13. Vacant Properties.**

(a) If vacant property has an existing address and a building permit is submitted to develop the property, CITY shall ensure the address still complies with current 911 standards and as set forth in the 1986 Interlocal Agreement for the proposed building. Care must be utilized for those address assignments to corner lots or where access can be from more than one street to the structure.


(b) CITY can direct COUNTY at any time to reject requests for vacant property addresses and not to assign an address to any vacant parcel of land, until site plan review of the proposed building is submitted and reviewed by CITY.

**Section 14. Payment for Services.** In recognition of the benefit to CITY of the services provided under this Interlocal Agreement by COUNTY and to offset a portion of the costs incurred

by COUNTY in providing such services, CITY agrees to pay COUNTY FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) annually, with such payment due on October 1 of each year. Payment shall commence on the first October 1 after the Effective Date of this Interlocal Agreement. COUNTY will provide CITY an annual tracking log of work provided to the CITY.

**Section 15. Insurance Requirements.** Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

**Section 16. Indemnification.** Each party to this Agreement, its officers, employees, and agents do not assume and specifically disclaim any liability for the acts, omissions, or negligence of the other party, its officers, employee, or agents, arising from or related to this Agreement, except as otherwise provided by this Agreement or any other agreement between the parties.

**Section 17. Employee Status.** Persons employed by CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have  any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of CITY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CITY's officers and employees either by operation of law or by CITY.

**Section 18. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party

as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:


**As to COUNTY:**

County Manager  
Seminole County Government  
1101 E. First Street  
Sanford, Florida 32771

**As to CITY:**

City Manager  
City of Lake Mary  
100 N. Country Club Road  
Lake Mary, Florida 32746

**Section 19. Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

**Section 20. Dispute Resolution.**  In place of the procedures in Chapter 164 of the Florida Statutes, either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 19 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

**Section 21. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 22. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 23. Public Records Law.**



(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2017), as this statute may be amended from time to time, to release public records to members of the public upon request. CITY and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2017), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

**Section 24. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

**Section 25. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 26. Withdrawal.** Withdrawal from this Interlocal Agreement by CITY to cancel COUNTY from providing Addressing Services will not alter the terms of the Agreement within the Interlocal Agreement dated July 22, 1986, with respect to notifying COUNTY of addressing information in order to institute, implement, and maintain an effective Emergency Number System throughout Seminole County, Florida.

**Section 27. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. The 1986 Interlocal Agreement will remain in effect if a party terminates this Agreement.

*[Signatures and attestations continued on the following page.]*

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL ANN FOSTER, City Clerk

By: \_\_\_\_\_  
DAVID MEALOR, Mayor

Date: 6-21-18





BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JOHN HORAN, Chairman

Date: \_\_\_\_\_ 7/24/18 \_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its July 24,  
2018, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney



PHC/org  
6/4/18

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