


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

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 LONGWOOD**, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida 32750, 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 18, Article VII of the City of Longwood Code of Ordinances 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, COUNTY and CITY agree that this Agreement will assist in facilitation in situations such as, but not limited to, when:

(1) COUNTY Addressing is notified by Longwood Police Department, Seminole County Sheriff's Office, US Post Office, or another entity that certain addresses are in use but no official address assignment was ever given; or


(2) a building has two (2) units or suites which are combined into one unit or suite with only one tenant, and both numbers remain on the building where only one number should be displayed; or

(3) notice was not sent to COUNTY Addressing to have the additional address removed from records; or

(4) internal walls and doors have been installed or removed from structures, whether permitted or not, which results in the floor plan on record not being consistent with building address and layout; 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,

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  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, 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 to the extent applicable and practicable adhere to COUNTY's Addressing Ordinance, Sections 90.3, 90.4 and 90.5, Seminole County Land Development Code for new buildings or tenant spaces.

(c) CITY shall comply with applicable portions of the COUNTY's Addressing Ordinance, Sections 90.3, 90.4 and 90.5, 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) CITY will provide the COUNTY with the requested address, subdivision name and/or street name, and COUNTY shall approve such absent a 911 conflict. 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, the CITY shall give the COUNTY's indication of such conflict great weight and deference in 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) CITY shall provide copies of proposed declarations of condominium documents to COUNTY in situations where an existing developed property is subject to becoming a condominium and the CITY is made aware of such proposed condominium conversion.

(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 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, condominium association, and any tenants for which have CITY utility accounts. CITY shall send notice to the owners, condominium association, and any


tenants, indicating that owners are using unapproved addresses and they are to use the address as previously assigned by COUNTY.

Section 4. Demolitions. When a structure is permitted to be demolished and there are no plans to rebuild, 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. CITY shall provide a field inspection within its jurisdiction for residential or commercial buildings and for street signs when requested by COUNTY 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

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 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.

Section 6. Development.

(a) Through the development review process, after a development order application has been filed, 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 street names, 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 prior to or as conditions of approval.

(d) 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.

(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 this ordinance for reasons such as, but not limited to, the following:



- (1) An address, unit number, suite number, out of sequence number, odd, or even numbers 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) For buildings constructed prior to September 8, 1986 in the City of Longwood, it will be the responsibility of CITY to send notice to the owner and tenant with a CITY utility account at the applicable address for re-address.

(d) CITY shall provide to COUNTY  any written correspondence sent to the owners, any tenants, or condominium association.

(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.

(f) CITY's Code Enforcement Board or Special Magistrate 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, 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 ensure that number is removed from the structure.

Section 9. Subdivision and Commercial Facility Name Signage.

(a) CITY is responsible for ensuring 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. This signage must be the same name as indicated with the Property Appraiser facility name or subdivision name.

(b) CITY shall contact the condominium association, contractor, or property manager for any corrections needed to the newly approved signage name.

Section 10. Commercial Facility.

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

(b) CITY shall provide 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.

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

Section 11. Street Name Changing.

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

(b) 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 adopting the street name change must be adopted by each affected jurisdiction. Each respective jurisdiction and CITY shall notify the property owners or tenants with CITY utility accounts 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 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, whether 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, or condominium association, no later than thirty (30) days 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 as soon as practicable 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 911 standards 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's jurisdiction.

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.

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 Longwood
175 W. Warren Avenue
Longwood, Florida 32750



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. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY and their successors and assigns.

Section 21. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or

which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2018), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2018), as this statute may be amended from time to time, as over 5%) either directly or indirectly in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 22. Dispute Resolution. 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 23. 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 24. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party.

Section 25. 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 26. Public Records Law.

(a) CITY and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), 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 (2018), 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 27. 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 28. 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 29. 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. Withdrawal from this Agreement by the CITY may be effectuated by written notice delivered to the COUNTY.

Section 30. 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.

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

ATTEST:

CITY OF LONGWOOD

MICHELLE LONGO, City Clerk

By: _____
BEN PARIS, Mayor

Date: 8/6/2018

[Signatures and attestations continued on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
JOHN HORAN, Chairman

Date: 9/11/18
As authorized for execution by the Board of
County Commissioners at its Sept. 11,
2018, regular meeting.

County Attorney
PHC/org
12/13/17; 2/20/18 7/6/18
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