

INTERLOCAL AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
AND

THE CITY/TOWN OF _____, FLORIDA

**ENSURING THE ACCURACY OF ADDRESSING DATA FOR BREVARD COUNTY
AND BREVARD MUNICIPALITIES**

THIS INTERLOCAL AGREEMENT, (herein after "Agreement") entered into this _____ day of _____, by and between the BREVARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, hereinafter referred to as the "County," and THE CITY/TOWN OF _____, FLORIDA, a municipal corporation created under the Laws of Florida, hereinafter referred to as the "City."

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

WHEREAS, Florida State Statute 365.171, as may be amended and known as the "Florida Emergency Communications State Plan Act" establishes an Emergency Communications State Plan; and

WHEREAS, the Emergency Communications State Plan provides requirements for each entity of local government in the state; and

WHEREAS, the Emergency Communications State Plan places the responsibility for day-to-day management of the 911 database and geographical information system (GIS) database on the 911 Coordinator; and

WHEREAS, Florida State Statute 202.22 requires each taxing jurisdiction to furnish to the Department of Revenue semiannually all changes to service addresses, annexations, incorporations, reorganizations, and any other changes to jurisdictional boundaries; and

WHEREAS, the purpose of this Interlocal Agreement is to establish a coordinated process for assigning addresses throughout Brevard County including both incorporated and unincorporated areas to ensure the accuracy of the Automatic Location Identification (ALI) and GIS databases used for the 911 emergency telephone system; and

WHEREAS, to prevent addressing duplication and confusion, the City shall transmit certain address information to the County, and the City hereby authorizes the County to coordinate such addressing information; and

WHEREAS, upon execution of this Agreement, the parties intend to replace all existing Interlocal Agreements with this new Agreement; and

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

I. PURPOSE:

This Interlocal Agreement establishes a collaborative framework between the County and the City to ensure the accuracy, consistency, and reliability of addressing data throughout Brevard County, covering both incorporated and unincorporated areas.

A. This agreement seeks to achieve the following objectives:

- Facilitate timely and accurate updates to the 911 Automatic Location Identification (ALI) and Geographic Information System (GIS) databases
- Provide emergency responders, public safety agencies, and government departments with precise, current address information.
- Comply with Florida Statutes regarding emergency communications and jurisdictional data reporting
- Prevent duplication and conflicts through coordinated assignment, updates, and maintenance of addresses.
- Ensure that address changes, annexations, and new developments are promptly communicated

B. The structures requiring addresses are:

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

C. Through collaboration and data sharing, the County and City ensure accurate addressing that supports public safety and strengthens the delivery of services across the community.

II. COUNTY RESPONSIBILITIES:

- A. Maintain and update addresses in the 911 ALI, 911 GIS, and the County's Community Development Databases (collectively, the databases) to ensure accurate information is available to Public Safety Answering Points (PSAPs), the Property Appraiser, the Supervisor of Elections, and other relevant agencies.
- B. Process Annexations, Deannexations, and Vacates upon submittal and update the databases.
- C. Direct all individuals who contact the County regarding addressing issues within the City to the City.
- D. Notify the City in writing of any discrepancies in the naming or numbering of streets within its municipal boundaries and correct such discrepancies as appropriate.
- E. Provide paper maps as requested and GIS updates to the City as scheduled.
- F. Maintain and revise, as necessary, the "Concerned Agencies List", which includes all agencies and entities requiring access to updated information

III. CITY RESPONSIBILITIES:

- A. Submit to the County a copy of each of the following documents:
 - i. Any City Ordinance or Resolution currently authorizing/regulating addressing, and any future amendments to such Ordinances or Resolutions
 - ii. Any recorded City Ordinance, Resolution, or regulation relating to Annexation, Deannexation, or Vacates.
 - iii. Any recorded City Ordinance or Resolution relating to the naming or renaming of streets or private accesses.
 - iv. All newly recorded subdivisions and approved site plans.
- B. Submit to the County for review, comment, and appropriate action:
 - i. Any proposed street names for private or public streets, including mobile home parks, multi-family dwelling developments, and business complexes.
 - ii. Any proposed subdivisions, site plans, annexations, and/or roadway vacating.
 - iii. Any requests related to numbering or renumbering of private or public streets.
 - iv. Any discrepancies the City identifies in the naming or numbering of streets.
- C. Assign and/or change addresses within its jurisdiction, provide appropriate notification correspondence, and assist with all inquiries (via phone, email, or in person) made directly to the City or forwarded by the County.
- D. When notified of discrepancies, the City shall respond to the County within ten (10) business days with a corrective action plan and is responsible for any issues resulting from the discrepancies until they are resolved.
- E. Notify all external agencies on the Concerned Agencies List, including but not limited to, United States Postal Service, Brevard County Property Appraiser, Brevard County Board of Elections, utility providers, as well as internal City agencies, of new, updated, or changed addresses.

F. Approve or respond to all Department of Revenue objections.

IV. TERM AND RENEWAL:

This Agreement shall begin on October 1, 2025, and shall continue until September 30, 2030. The Agreement shall automatically renew for an additional five (5) years unless either party notifies the other party of termination. Either party may terminate this Agreement at any time by providing at least sixty (60) days written notice to the other party. Such notice shall be deemed effective on the date of delivery, and the Agreement shall terminate sixty (60) days thereafter, unless otherwise agreed in writing by the parties.

V. MODIFICATIONS TO AGREEMENT:

Other than as previously approved, this Agreement, including the Addendum to 9-1-1 Addressing Interlocal Agreement (“Addendum”), if executed by both parties, and incorporated herein by this reference, 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, Addendum and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

VI. 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.

VII. NOTICE:

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

To the City/Town:

To the County:

Brevard County Emergency Management Department
Attn: 911 Systems Administration
1751 Huntington Lane
Rockledge, Florida 32955

VIII. 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

IX. 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.

X. 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

Rachel Sadoff, Clerk

Thad Altman, Chair

As Approved by the Board on _____

ATTEST:

City/Town of

City/Town Clerk

Mayor or (his/her designee)