

**RESOLUTION 2009-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POLK CITY, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE POLK COUNTY COMMISSION FOR E9-1-1 ADDRESSING SERVICES AND PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED** by the City Council of the City of Polk City, Florida, that:

**Section 1. Authorization to Enter into the E9-1-1 Addressing Services**

**Agreement.** The Mayor of the City of Polk City, Florida, is hereby authorized to execute on behalf of Polk City the E9-1-1 Addressing Services Interlocal Agreement, and any and all prospective documents which are necessary to continue the City of Polk City as a party to the agreement.

**Section 2. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND CERTIFIED AS TO PASSAGE** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**City Council of the City of Polk City**

\_\_\_\_\_  
Donald L. Penton, Sr., Mayor

**ATTEST:**

\_\_\_\_\_  
Patricia R. Jackson, City Clerk

**APPROVED AS TO CONTENT AND FORM:**

\_\_\_\_\_  
Jeffrey Sullivan, City Attorney

**POLK COUNTY E9-1-1 ADDRESSING SERVICES**  
**INTERLOCAL AGREEMENT**

THIS AGREEMENT is made and entered by and between the City of Polk City, (hereinafter "City"), and Polk County, Florida, a political subdivision of the State of Florida (hereinafter "County"), who agree as follows:

WHEREAS, pursuant to s163.01, Florida Statutes (2008), local governmental units are permitted 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 Polk County; and

WHEREAS, the County maintains an E9-1-1 system and E9-1-1 Automatic Location Database on behalf of the incorporated and unincorporated Polk County; and

WHEREAS, the E9-1-1 Addressing Office, as part of the Polk County Department of Public Safety, oversees and coordinates the official addressing of the unincorporated County; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services;

WHEREAS, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect or incomplete addresses can be reduced; and

WHEREAS, the City requested assistance in evaluating and maintaining its municipal addressing system,

NOW THEREFORE, it is agreed by and between the parties hereto that each party agrees to assist the other party pursuant to the following stipulations, provisions, and conditions:

**Section 1. Purpose and intent of agreement**

In order to better serve the citizens of Polk County and avoid the possibility of a delay in the delivery of emergency services due to a lack in uniformity of addressing, the City and the County agree there is a need to establish one point of contact in the assignment of addresses and street names. As the E9-1-1 Addressing Office already maintains addressing information for unincorporated Polk County, it is agreed to be the point of contact.

## **Section 2. Duties**

- (A) The City hereby agrees to submit the following information to the County E9-1-1 Addressing Office at 1295 Brice Road, Bartow, FL 33830 within 30 days of the effective date of this agreement:
1. A complete and comprehensive set of current City addressing and mapping data, in electronic format if possible;
  2. 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;
  3. Any additional addressing databases or lists the City owns or has access to, such as utilities service or billing address databases, public works roadways lists or other such lists.
- (B) The E9-1-1 Addressing Office staff will examine the proffered data for accuracy and completeness, and shall identify any problem addresses or inaccuracies.
- (C) The E9-1-1 Addressing Office will perform a readdressing of the incorporated area of the City when necessary. The addresses within City boundaries will be renumbered to include:
1. Renaming of private or public roadways within the City boundaries needed to ensure compliance with the Polk County's Uniform Roadway Address System Ordinance;
  2. Renumbering of all residences, businesses and other currently addressed structures within City boundaries to ensure compliance with the Polk County's Uniform Roadway Address System Ordinance.
- (D) The E9-1-1 Addressing Office will coordinate and oversee all tasks related to updating the E9-1-1 Automatic Location Database, the Master Street Address Guide, and all other necessary tasks required to maintain E9-1-1 emergency location system integrity.
- (E) The E9-1-1 Addressing Office will distribute notices to all affected residents as to any new addresses, with instructions to post and begin using the new addresses.
- (F) At such time that any readdressing within the City is deemed complete, the E9-1-1 Addressing Office will provide the following addressing support, at no cost to the City:
1. One initial set of City maps, with official street names and E9-1-1 addresses noted thereon;
  2. Process all addressing requests, concerns, questions and inquiries from City residents.

3. ongoing addressing and street naming for new development;
4. ongoing maintenance of mapping and addressing files on the E9-1-1 Addressing Office's E-911 computer system;
5. Electronic spatial map files for printing of maps by the City on an as-needed basis.

(G) The City hereby agrees to submit to the E9-1-1 Addressing Office the following information and documentation in support of the ongoing tasks noted in Paragraph (F) above:

1. One copy of the City's municipal ordinance(s) involving annexation and de-annexation of property within ten (10) business days after the City's final, official adoption;
2. one copy of all proposed or preliminary plats, in electronic format when available, for the purpose of affixing official roadway names thereon;
3. one copy of all final, approved plats, in electronic format when available, for the purpose of affixing official E9-1-1 addresses thereon;
4. One copy of any listing of official roadway closings or extensions within ten (10) business days after final, official approval.

(H) The E9-1-1 Addressing Office will work in cooperation with City Staff and any concerned subcontractors, as well as with the County Property Appraiser, County Public Works, and any other necessary offices, in implementing and maintaining the E9-1-1 addressing system.

(I) The City and County hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the E9-1-1 emergency number system throughout the City.

### **Section 3. Financial support of parties**

(A) E9-1-1 Addressing Office will be responsible for personnel, notification, and equipment costs related to the Agreement.

(B) All liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

(C) All costs associated with the operation of equipment and supplies shall be the responsibility of the acting party unless otherwise agreed upon in writing, as between the parties.

### **Section 4. Liabilities and responsibilities of parties**

- (A) Nothing herein shall be construed as a waiver of sovereign immunity under s768.28, Florida Statutes (2008) on the part of either party to this Agreement.
- (B) No party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or its respective officers or employees.
- (C) Each party hereto will maintain their own liability insurance and worker's compensation for their employees.
- (D) All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

#### **Section 5. Term of agreement**

The term of this Agreement shall begin on the date the last party signs and shall remain in effect until terminated by either party as provided for herein. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party. Any notice or correspondence required under this Agreement shall be provided in writing to the other party's addressing authority at the following address:

Polk County E911 Addressing  
Brian Marshall,  
1295 Brice Blvd  
Bartow, FL 33830

City of Polk City  
Cory Carrier, City Manager  
123 Broadway Blvd., SE  
Polk City, FL 33868

#### **Section 6. Severability**

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

#### **Section 7. Governing Law and Venue**

This Agreement shall be governed and interpreted under the laws of the State of Florida. Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Polk County, State of Florida, in the 10<sup>th</sup> Judicial Circuit; and (ii) waives

any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.

#### **Section 8. Resolution of disputes**

In the event of a dispute or disagreement with regard to the terms of the Agreement that goes unresolved as between the respective addressing authorities, each party agrees to bear its own attorney's fees and costs incurred in connection with any and all administrative or judicial proceedings that may occur.

#### **Section 9. Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### **Section 10. Entire Agreement**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

#### **Section 11. Headings**

The captions and headings contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

#### **Section 12. Integration**

Parties agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to its subject matter.

#### **Section 13. Waiver**

Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall

not constitute a waiver of subsequent default, unless it specifically states in the written consent.

IN WITNESS WHEREOF, the parties have set their hands and seal below:

**BOARD OF COUNTY COMMISSIONERS  
POLK COUNTY, FLORIDA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson

ATTEST: Approved as to form and legal sufficiency

By: \_\_\_\_\_ Polk County Attorney's Office  
Deputy Clerk

**CITY OF POLK CITY, FLORIDA**

By: *Donald A. Denton* Date: *May 12 - 09*

ATTEST: Approved as to form and legal sufficiency

By: \_\_\_\_\_ City Attorney  
Approved as to form and legal sufficiency