

**INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND
THE CITY OF NEWBERRY FOR 9-1-1 EMERGENCY ADDRESSING
SERVICES, NO 14223**

THIS INTERLOCAL AGREEMENT is made and entered by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida (the "County") and the City of Newberry, a municipal corporation of the State of Florida (the "City"). Hereafter, the County and City are collectively referred to as the **Parties**.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the Parties previously entered into an Interlocal Agreement, dated April 12, 1999, for the provision of 911 Mapping and Addressing Services (the "1999 Agreement"); and

WHEREAS, the National Emergency Number Association addressing standards have been adopted universally for public safety and emergency response, resulting in new requirements for addressing and management of addressing data, and

WHEREAS, the County maintains a Next Generation 9-1-1 (NG9-1-1) system on behalf of incorporated and unincorporated Alachua County and oversees and coordinates the official addressing of the unincorporated County to ensure public safety response; and

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

WHEREAS the Parties desire to enter into a new Interlocal Agreement to codify the relationship between the Parties;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. **Term:** After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 17, below, and continue for a term of one (1) year. 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 90 (ninety) days prior to the expiration date.
2. **Purpose and Limitation of Obligation:** The purpose of this Interlocal Agreement is to:
 - 2.1. Delineate the responsibilities of the parties in the establishment and maintenance of 911 Addressing.
 - 2.2. The powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties.
3. **Responsibilities:**
 - 3.1. The County shall:
 - 3.1.1. Respond within four (4) working days to a request for a single address.
 - 3.1.2. Respond within eight (8) working days to a request for roadway designations for a planned subdivision.
 - 3.1.3. Upon request, provide electronic spatial map files for use by the City, on an as-needed basis.
 - 3.1.4. Follow the addressing and roadway designations as outlined within Chapter 335 of the Alachua County Code, Uniform Roadway Naming and Property Numbering System.
 - 3.1.5. Provide assistance to property owners associated with addressing or roadway

designation issues, concerns or problems.

3.1.6. Work cooperatively and closely with the 9-1-1 Center to expeditiously resolve emergency response delays associated with addressing or roadway designations.

3.1.7. Maintain the Master Street Address Guide (MSAG) and Automatic Location Information (ALI) databases associated with the City addresses and roadway designations in concert with the 9-1-1 network and database support services providers.

3.1.8. Provide notifications to City property owners regarding address changes, revisions or updates.

3.1.9. Provide a base address for structures planned for multiple units, suites or apartments and upon construction attaining completion of fire separation walls, will provide unit, suite or apartment designations.

3.1.10. Work cooperatively with the County Property Appraisers Office in an effort to assist a City property owner with addressing issues, concern or problem.

3.2. The City Shall

3.2.1. Notify the County of demolitions of structures within the City.

3.2.2. Notify the County when an address has been provided by the County and the permit to construct has expired due to project cancellation or incompleion.

3.2.3. Request an address for a structure only after the City has approved a permit to construct.

3.2.4. Include with all address requests the following information: site plan; parcel ID number; confirmed point of ingress/egress; north arrow; contiguous road designations; location to scale of structure on parcel; designation of front of structure.

3.2.5. Notify the County of any plans to construct new roadways or any modification of the City road network to include permanent re-routing or closures.

3.3. The Parties hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly maintain an accurate addressing and road numbering/naming system.

4. **Notice:** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and City are:

County: Alachua County Fire Rescue
Communications NG9-1-1
ATTN: Section Chief
911 SE 5th Street
Gainesville, FL 32601
Email Address: addressing@alachuacounty.us

City: City of Newberry
ATTN: City Manager
25440 W. Newberry Rd
Newberry, FL 32669
Email Address: MNew@NewberryFL.gov

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq., Clerk
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And to

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts
Procurement@alachuacounty.us

6. **Default and Termination:** The failure of either party to comply with any provision of this Interlocal Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. The Chief, Alachua County Fire Rescue is authorized to provide written notice of default on behalf of Alachua, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final

termination notice on behalf of Alachua County to the City of Newberry. The Newberry City Manager is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time the City Manager is authorized to provide notice of termination on behalf of the City of Newberry. Neither party may terminate this Interlocal Agreement for convenience (i.e., without cause).

7. **Sovereign Immunity**: The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Assignment of Interest**: Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.
9. **Successors and Assigns**: The City and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
10. **Third Party Beneficiaries**: This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
11. **Severability**: If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
12. **Governing Law and Venue**: This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising

from or related to this Interlocal Agreement shall be in Alachua County.

13. **Attachments:** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
14. **Amendments:** The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.
15. **Construction:** This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Interlocal Agreement.
16. **Counterpart:** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
17. **Recording of Interlocal and Amendments:** Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.
18. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations, but does not supersede, replace or amend any existing interlocal agreements between the Parties relating to solid waste or recycling.
19. **Previous Agreements:** Upon execution, this Agreement supersedes any previous agreement between the City and the County regarding the Emergency Number System or addressing services.
20. **Electronic Signatures.** The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same

legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

21. U.S. Department of Homeland Security E-verify System.

21.1. The Parties shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of this Interlocal Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

21.2. The Parties shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Interlocal Agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

CITY OF NEWBERRY

By: _____

Name: Charles S. Chestnut, IV

Title: Chair

Date: _____

By: AMN

Name: G. Michael New

Title: City Manager

Date: 7/30/24

ATTEST

ATTEST

J.K. "Jess" Irby, Esq., Clerk

Judy S. Rice
Judy S. Rice, City Clerk (SEAL)



APPROVED AS TO FORM

Alachua County Attorney's Office

APPROVED AS TO FORM

[Signature]
Newberry City Attorney's Office