

**ADDRESSING AGREEMENT BETWEEN  
BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT  
AND THE CITY OF FOLEY**

**THIS ADDRESSING AGREEMENT** is made and entered into by **BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT** a political subdivision of the State of Alabama d/b/a Baldwin County 9-1-1, whose address is 911 Telecommunicator Circle, Foley, Alabama 36567, hereinafter referred to as "BC 9-1-1", and **THE CITY OF FOLEY**, an Alabama municipal corporation, whose address is PO Box 1750, Foley, Alabama 36536, hereinafter referred to as "CITY".

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

**WHEREAS**, BC 9-1-1 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 Baldwin County, Alabama; and

**WHEREAS**, BC 9-1-1 and CITY have determined that it is in the best interest of the citizens of Baldwin County, Alabama to enter into this Addressing Agreement describing the services that will be provided by BC 9-1-1 and what is expected to be provided by CITY; and

**WHEREAS**, the enhanced emergency telephone system, commonly known as "E-911" was implemented in the incorporated jurisdiction of CITY and the unincorporated areas of Baldwin County; and

**WHEREAS**, it is necessary that certain information within the purview of CITY be transmitted to BC 9-1-1 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**, BC 9-1-1 has opined that all Alabama municipal corporations within Baldwin County should provide accurate and updated addressing information so that all data will be entered into one Geographic Information System (GIS) mapping database, which is utilized by the BC 9-1-1 Communications Call Center; and

**WHEREAS**, CITY has adopted Resolution\_\_\_\_\_in which CITY has appointed and delegated BC 9-1-1 as the Addressing Authority to provide addressing services to CITY; and

**WHEREAS**, it has become necessary to adopt an Addressing Agreement detailing the Addressing Services BC 9-1-1 will provide for CITY; and

**WHEREAS**, with current future technological enhancements to E-911 GIS mapping capabilities, more accurate and consistent addressing information is demonstrated to provide increased levels of emergency first responder arrival times;

**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 BC 9-1-1 and CITY and their citizens, the parties agree as follows:

**Section 1. Recitals; Term.**

The foregoing recitals are true and correct and form a material part of the Agreement upon which the parties have relied. This Addressing Agreement shall be effective for a one-year term, which shall automatically renew annually as of October 1 of each successive year unless otherwise terminated in accordance with the provisions of Section 21 of this Agreement.

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

(a) CITY shall submit to BC 9-1-1 located at 911 Telecommunicator Circle, Foley, Alabama 36567 or email at addressing@baldwin911.org, the following information as noted in Sections 2 through 7, and the following documents approved by CITY, for the purpose of proper identification and location within the CITY'S jurisdiction:

(1) One (1) current copy <sup>1</sup> 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 adopt by ordinance BC 9-1-1 Addressing Street Name Standards (as currently exist and as may be modified from time to time in the future<sup>2</sup>) in order to maintain a uniform system of building numbering for all service locations requiring an address.

(c) CITY shall comply with the BC 9-1-1 Addressing Standards 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 (public or private) that CITY or an owner or developer is requesting to use, but BC 9-1-1 has indicated there is a 9-1-1 issue with using that address or street name, BC 9-1-1 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.

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<sup>1</sup> All copies shall be submitted in the following digital formats when available – documents in .pdf, drawings in .dwg.

<sup>2</sup> The parties contemplate that the BC 9-1-1 Addressing Standards will be updated periodically in the ordinary course of operations.

### **Section 3. Field Checks.**

As soon as practicable, CITY shall provide a field inspection within its jurisdiction for residential or commercial building addresses and for street signs (both public and private) when requested by BC 9-1-1 for the following scenarios:

(a) When BC 9-1-1 is made aware of an address discrepancy, BC 9-1-1 shall notify CITY of the discrepancy. As soon as is practicable, CITY shall field inspect the property and inform BC 9-1-1 of its findings. Such inspections may include what building permits have been issued, permitted floor plans, business 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 9-1-1 addressing data.

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

(d) When BC 9-1-1 assigns a new address, CITY shall provide a field inspection to ensure the address is posted correctly and meets the requirements as indicated by the BC 9-1-1 Addressing Standards.

#### **Section 4. Development.**

(a) When a development application is submitted to the City through the development review process, CITY shall provide BC 9-1-1 with pertinent information in the digital format as specified by BC 9-1-1 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) BC 9-1-1 shall make comments regarding the proposed development including reference to any easements which need to be named, address assignment, street spelling, and indicate if newly proposed streets require naming.

(c) CITY shall forward BC 9-1-1's comments to the owner or developer and ensure all BC 9-1-1 comments are incorporated into any approvals.

(d) For new developments, CITY shall use best efforts to verify the street names (both public and private) are correctly spelled with the proper designation and suffix abbreviated on street signs and the street sign blades are installed facing the correct street. <sup>3</sup>

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<sup>3</sup> The street names and addresses as approved and assigned are entered into the 9-1-1 Geographic Master Street Addressing Guide (geoMSAG), used directly by the BC 9-1-1 Call Center. Therefore, any difference in the spelling of the street signs versus what was approved can cause an E 9-1-1 delayed response for emergency responders.

(e) BC 9-1-1 shall check proposed subdivision and street names against the geoMSAG and the Reserve Street Name List to ensure no duplication or sound-alike names exist. The proposed name must comply with the most recent BC 9-1-1 Street Name Standards regarding street naming requirements.

(f) CITY shall contact BC 9-1-1 when the proposed development is approved and when plats are recorded, providing the plat book and page number.

### **Section 5. New Address Assignment.**

(a) After receiving potential street names from CITY, or Developers, BC 9-1-1 is responsible for approving street names and street suffix or designations, subdivision names, commercial facility names, and assigning addresses providing they are in conformity with the BC 9-1-1 Addressing and Street Name Standards CITY shall have the developer submit proposed names to BC 9-1-1 during development project review. If BC 9-1-1 rejects a name, BC 9-1-1 will provide CITY and Developer with reasons in writing (email is permissible).

(b) To ensure unit and suite numbers are removed or added to the address database, during the building permitting process, CITY shall provide BC 9-1-1 with any changes to commercial unit or suites if CITY is made aware, 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 for 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 6. Subdivision and Commercial Facility Name Signage.**

(a) For new Developments, CITY is responsible to use its 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 BC 9-1-1 has approved the name. To the extent CITY is aware of a name change for an existing property, CITY will advise owner of the name change process.

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

**Section 7. Commercial Facility Names Changes.**

(a) CITY shall notify BC 9-1-1 when CITY is made aware of a said name change for proposed name changes to plazas, condominiums, apartments, or commercial buildings.

(b) To the extent CITY has the information, CITY shall provide to BC 9-1-1 the parcel number, existing name, proposed name, requestor's name and contact information, a proposed effective date, and type of facility.

(c) BC 9-1-1 shall check the proposed name against existing names and the reserve name list when such data is available. BC 9-1-1 shall indicate if the name is approved or denied. If

BC 9-1-1 rejects the name, BC 9-1-1 will provide written documentation to the CITY and OWNER (to the extent BC 9-1-1 has the information) outlining the reason(s) for rejection.

**Section 8. Street Signs, Existing.**

(a) BC 9-1-1, 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 homeowner association or condominium association, as soon as practicable, after BC 9-1-1 notification to inform the owners, tenants, or condominium association to have the street sign installed, replaced, or corrected.

(c) CITY shall notify BC 9-1-1 as soon as practicable after a street sign is installed.

**Section 9. Payment for Services.**

In recognition of the benefit to CITY of the services provided under this Addressing Agreement by BC 9-1-1 and to offset a portion of the costs incurred by BC 9-1-1 in providing such services, CITY agrees to pay BC 9-1-1 SIX THOUSAND FOUR HUNDRED THIRTY-ONE AND 10/100 DOLLARS (\$6,431.10) initially, with full payment due on October 1 of each year. Payment for the partial year (2024) is due upon execution. In the event BC 9-1-1 seeks any future increase in the rate provided herein for



successive renewal terms, BC 9-1-1 must provide written notice of any proposed increase no later than 180 days prior to the next renewal term or otherwise the rate shall remain unchanged for said renewal term.

#### **Section 10. Insurance Requirements.**

Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

#### **Section 11. 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 12. 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 BC 9-1-1, nor do these employees have any claims to retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges granted to BC 9-1-1's employees either by operation of law or by BC 9-1-1. Persons employed by BC 9-1-1 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 retirement benefits, workers' compensation, unemployment compensation or other employee rights or privileges to CITY's officers and employees either by operation of law or by CITY.

**Section 13. 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 BC 9-1-1:**

Director  
Baldwin County Emergency Communication District  
911 Telecommunicator Circle  
Foley, Alabama 36567

**As to CITY:**

Office of the Mayor  
City of Foley  
PO Box 1750  
Foley, Alabama 36536

#### **Section 14. Governing Law.**

The laws of the State of Alabama govern the validity, enforcement, and interpretation of this Agreement. The Baldwin County Circuit Court is the sole venue for any legal action in connection with this Agreement.

#### **Section 15. 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 an Alabama Bar Certified 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 Baldwin County, Alabama. 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 16. 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 17. 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 18. Public Records Law.**

(a) CITY and BC 9-1-1 acknowledge each other's obligations to release public records to members of the public upon request. CITY and BC 9-1-1 acknowledge each other is required to comply with Code of Alabama §36-12-40<sup>4</sup>, and as this statute may be amended from time to time,

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<sup>4</sup> Subject to the limitations described in Code of Alabama § 11-98-12.

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 notice to the breaching party.

### **Section 19. 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 20. 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 21. Termination or Withdrawal.**

Either party can terminate or withdraw from this Addressing Agreement with 90 days written notice to the non-terminating party. Withdrawal or termination from this Addressing Agreement by CITY to cancel BC 9-1-1 from providing Addressing Services will not alter the ongoing

responsibility with respect to notifying BC 9-1-1 of addressing information in order to institute, implement, and maintain an effective Addressing System throughout Baldwin County, Alabama. Upon withdrawal or termination of this Agreement, CITY shall be responsible for addressing services within the CITY.

**Section 22. 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 FOLEY

\_\_\_\_\_  
KATHRYN TAYLOR, City Clerk

By: \_\_\_\_\_  
RALPH HELLMICH, Mayor

Date: \_\_\_\_\_

ATTEST:

BOARD OF BC 9-1-1 COMMISSIONERS  
BALDWIN COUNTY, ALABAMA

\_\_\_\_\_  
KATHYRN BYRD, Interim Director

By: \_\_\_\_\_  
DAVID WILSON, Chairman

Date: \_\_\_\_\_