

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 8, 2008 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal agreement with the Village of North Palm Beach (Village) allowing direct access to the County's 800 MHz Radio System.

Summary: This interlocal agreement provides the terms and conditions under which the Village can directly access the County's 800MHz Radio System. The terms of this agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies where connection through an established municipal hub is not technically feasible. The agreement requires that the Village pay a one time \$2,089/unit access or capacity charge as well as annual fees of \$211.42/unit towards the renewal and replacement fund and \$154,00/unit towards maintenance and operation of the system infrastructure. The annual fees are consistent with those being charged to the County departments. The Village is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The Village will be a member of the Law Enforcement User Committee which reviews and recommends policies and practices for the operation of the System. The term of the agreement is four (4) years and has two (2) – four (4) year renewals. The Agreement may be terminated by either party, with or without cause, on October 1st of any year, with a minimum of 6 months notice. (ESS) **Countywide (JM)**

Background and Justification: When the County installed its 800 MHz Radio System consistent with the concept set forth by the 1995 CJC approved Law Enforcement Countywide Communications Plan, it was designed so that other agencies would achieve interoperability via one of two methods; a city regional radio hub ("Hub") or by directly accessing the County system. In a perfect world, all non-County agencies would connect through a Hub, as the Hub's radio capacity is not on the County's system. However, there are some circumstances where connection via a hub is not possible. The two obvious circumstances are 1) when a hub does not exist, or 2) when a Hub cannot provide coverage or capacity to the agency. Less obvious are the circumstances where the Hub and the agency are unable to reach agreement and the agency prefers to join the County system directly or the Hub has not connected to the County's system. In either of the two latter cases, Staff will satisfy itself that the agency has made efforts to join via the Hub prior to Staff recommending direct access on the County's system.

In the case of North Palm Beach, there is no hub in existence which can accommodate this Town's needs and, therefore, meets one of the establishes criteria for direct access.

Attachments:

Interlocal Agreement

Recommended by: Ann Mary Wolf 6/18/08
Department Director Date

Approved by: Cheryl [Signature] 7/7/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u><\$75,204></u>	<u><\$13,155></u>	<u><\$13,155></u>	<u><\$13,155></u>	<u><\$13,155></u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><\$75,204></u>	<u><\$13,155></u>	<u><\$13,155></u>	<u><\$13,155></u>	<u><\$13,155></u>

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes No

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The one time system access charge revenues (\$75,204) will be placed in the renewal/replacement account in a sub-org which is specifically designated for access charges so that these funds are used solely for system expansion. The annual renewal/replacement fees will be placed in the renewal/replacement account to be used for renewal/replacement of system infrastructure (\$13,155 / annually). The annual operating/maintenance revenues will be used to offset Communications operating budget expenses for the 800 Mhz system.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

Atwillhite 7-2-08
OFMB 7/2/08 0.25/08

Dr. J. Jacoby 7/3/08
Contract Dev. and Control 7/3/08

B. Legal Sufficiency:

7/2/08

This Contract complies with our contract review requirements.

James C. [Signature] 7/3/08
Assistant County Attorney

C. Other Department Review:

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation ("Village").

WITNESSETH

WHEREAS, the County and the Village are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Village; and

WHEREAS, the County has committed to purchase, design, install and operate an 800 MHz Trunked Radio System that meets the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Village have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Village can directly access the County's Radio System, thereby saving the taxpayers money in both the County and the Village as well as affording the opportunity to receive the public safety benefit of interoperability; and

WHEREAS, connection to the County's System through a Municipal Hub is not technically feasible; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

1.01 The purpose of this Agreement is to set forth the parameters under which the County will make access to its 800 MHz Trunked Radio System ("System") available to the Village. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the Village to participate in the operational decisions relating to the 800 MHz System.

Page 1 of 13

Direct Access Agreement
Standard - 04/14/08 1726

ATTACHMENT # 1

1.02 Definitions

- 1.021 Common Countywide Talk Groups: Talk groups established on the County's communications system that are made available to municipalities and other non-County agencies.
- 1.022 Village Equipment: Also known as "agency radios" or "units", are Village owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.
- 1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.
- 1.024 Prime Site: The location of the COUNTY's SmartZone™ Controller.
- 1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the County's 800 MHz Trunked Radio System. The SmartZone Controller manages access to system features, functions, and talk-groups.
- 1.026 System: The 800 MHz Trunked Radio system is funded, purchased, installed, maintained and owned by the County. The system includes fixed transmitting and receiving equipment, a microwave system for communications between sites, system control and management equipment, dispatch consoles, a SmartZone controller located at the prime site, and other related equipment.
- 1.027 System Administrator: An employee within the Electronic Services Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services Division is charged with responsibility for administering the System. The 800 MHz System Administrator will be the Village's day to day contact and can be reached at 561-233-0837 from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center on 561-712-6428 and the Dispatch Center will notify the on-call personnel.

- 2.02 The Network Administration Plan, as identified in Attachment 2, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio System Steering Committee (CRSSC) who is responsible for overseeing and implementing the policies and procedures for the System.
- 2.021 The CRSSC is supported by User Committees in each discipline utilizing the System. The Village shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the Village has subscriber units programmed on the system. Participants at these meetings will discuss all system maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.
- 2.03 The Village shall follow all policies, procedures and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment 1 as well as those developed in the future and issued to the Village by the System Administrator. The Village agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County System.

SECTION 3: 800 MHZ AND MICROWAVE SYSTEM MAINTENANCE PROGRAM

- 3.01 The County 800 MHz Trunked Radio System and Microwave System has ten (10) 800 MHz transmit and receive sites with microwave equipment co-located at the site and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.
- 3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the entire System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. The Village will pay the County an annual charge of \$154.00 per unit for maintenance of the System. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the Village no later than April 1st, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the Village shall be equal to that charged to a County Department.

- 3.03 In the event of termination of this Agreement by the County and with no fault of the Village, the Village shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the Village, no maintenance fees will be reimbursed.

SECTION 4: VILLAGE RESPONSIBILITIES AND EQUIPMENT

- 4.01 The Village Equipment will be 800 MHz mobile, portable, and control station equipment programmed for use on the System. The equipment used shall be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the Village. The Village shall be required to keep its equipment in proper operating condition and the Village is solely responsible for maintenance of their radio equipment.
- 4.02 Within 15 days of the execution of this Agreement, the Village is to provide the County with a single Village Representative who is the Village's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, the Village is to provide the County with a list of person/positions which are authorized to request programming changes to existing units and programming of new units. No programming will be undertaken by the Village until requested in writing and approved by the System Administrator.
- 4.031 The Village will only program talk groups into its radio that are authorized by the County to the Village for its use. The Village shall **not** program talk groups of other agencies into its radios without a letter of authorization. The System Administrator shall be provided with all such authorization letters from cities.
- 4.032 The Village will be required to program the Common Countywide Talk Groups which reside on the System for use by the Village for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The Village may include additional Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.
- 4.033 The Village may request the use of encryption, but must obtain a letter of authorization from the Palm Beach County Sheriff's Office for use of the digital/encryption capabilities of the System. The System Administrator shall be provided with all such authorization letters.

- 4.034 If regionalized "Hub" systems are added to the County's 800 System and if required to maintain capacity on the County System, the Village by signing this Agreement agrees to reassign their radios to the Hub providing that the County maintains the equivalent radio coverage within the Village and the County pays to reprogram the Village's radios.
- 4.04 The Village shall receive certain access codes to the County's System and shall be responsible to safe guard the code information from release to unauthorized parties. The Village shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.
- 4.041 Service staff directly employed by the Village shall be considered authorized to receive access and programming codes for the maintenance of the Village's radio equipment.
- 4.042 Commercial service providers are not considered authorized to receive access or programming codes for the County system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the commercial service providers. These requirements must be reviewed and approved (which approval will not unreasonably be withheld) by the System Administrator prior to the Village executing its contract with a commercial service provider.
- 4.05 The Village is solely responsible for the performance and the operation of Village's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Village owned equipment, the County will request the Village Representative discontinue use of the specific device until repairs are completed. The County may, after proper notification and with the concurrence of the CRSSC, disable the equipment from the system after properly notifying the Village in writing if the device is causing interference to the system. In the case of stolen or lost equipment, the Village Representative will notify the County in writing or via e-mail authorizing the County to disable the equipment. The Village will provide the Radio ID number and the serial number of the radio. The County will advise back via e-mail when the radio has been disabled. A request by the Village to re-activate a disabled radio will also be required in writing via e-mail or fax to the County.
- 4.06 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future the County may activate some or all of these features should the loading of the system allow. The Village will not program these features into the Village's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the Village may, at its own expense, reprogram the Village's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.

4.07 The Village will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the County system. The Village will provide the following information to the County:

1. Radio manufacturer and model numbers
2. Radio serial numbers
3. Requested aliases to be programmed.
4. List of any programming changes to the radio that are requested (ie: pursuant to Section 4.031 or 4.033)
5. Talk groups required
6. Common talk groups required
7. Other agency talk groups required

The County will then compile this information and transmit back to the Village a matrix of the approved talk groups, aliases, and radio ID numbers prior to the Village's radios being programmed into the County's 800 MHz system. The Village will be responsible for adhering to the talk group and radio ID allocations set up by the County. The talk group and radio ID allocations set up by the County are shown on Attachment 3.

4.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the Village's Equipment.

SECTION 5: SYSTEM RENEWAL AND REPLACEMENT FUND

5.01 The County implemented an 800 MHz System Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the equipment renewal and replacement is prorated over the estimated life of the Radio System and paid on an annual basis throughout that life. The Replacement Fund may also be used to expand the system as determined appropriate by the County.

5.02 The Village shall pay the County \$211.42 per unit per year for the Renewal and Replacement Fund. The annual Replacement Fund contributions may be reviewed every three (3) years starting January 3, 2003 and may be adjusted for the following fiscal year by notice to the Village by the County's Facilities Development & Operations Department issued by April 1st. In any case the cost shall be equal to that charged to a County Department.

5.03 In the event of a termination of this Agreement by the Village or the County, the Village will not be reimbursed for any contributions to the Replacement Fund.

SECTION 6: ONE-TIME SYSTEM ACCESS CHARGE

- 6.01 The Village will be assessed a one-time access charge for each subscriber unit on the system in the amount of \$2089.00 per unit. Each subscriber unit added to the County System will be charged the same amount at the time the unit is programmed for system access. The one-time connection charge may be reviewed every three (3) years starting January 3, 2003 and adjusted for the following fiscal year by notice to the Village by the County's Facilities Development & Operations Department issued by April 1st. In any case, the cost shall be equal to that charged to a County Department.
- 6.02 In the event of any termination of the agreement, the one-time access charges will not be reimbursed.

SECTION 7: ANNUAL BUDGET INFORMATION TO BE PROVIDED

- 7.01 The County may review and update the fees and charges as identified in Sections 3, 5 and 6 and transmit same to the Village prior to April 1st of each year for the following fiscal year beginning October 1st. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year.
- 7.02 The Village will be responsible for estimating the number of units which it will have on the system for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 7.01. In order to assist the Village, the County will compile a list of the active radios that the Village has on the System in the current year and will transmit with the information described in Section 7.01 for information purposes only. The Village shall be responsible for budgeting for any additional radios that it proposes to add to the system in the current fiscal year.

SECTION 8: BILLING SCHEDULE

- 8.01 Each November 15th, the County will invoice the Village for the number of radios that were on the system as of the prior September 30th using the per unit fees and charges described in Sections 3 and 5 of the Agreement. If the effective date of this Agreement is between November 15th and September 30th, the Village will be charged pursuant to Section 8.02.
- 8.02 Any additional radios which the Village requests to operate on the system will be charged fees for a full year pursuant to Sections 3 and 5, regardless of the time of the year that the additional unit is programmed into the System.
- 8.03 The County shall prepare and transmit a separate invoice for the one-time access charge pursuant to Section 6 of this Agreement within 10 days of the Village's request for subscriber units to be programmed on the System. The Village shall pay the one-time

access charge at anytime prior to the October 15th following the effective date of this Agreement.

- 8.04 Upon receipt of any invoice, the Village will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (but for invoice pursuant to Section 8.03). Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603
Attn: 800 MHz Interlocal Agreement # _____, Invoice # _____

SECTION 9: FREQUENCIES

- 9.01 Upon execution of this Agreement, the Village agrees to allow the County to co-channel license any 800 MHz frequencies licensed to the Village which could be used as part of the County's 800 MHz voice or data systems. The County will request a letter from the Village to the FCC and APCO allowing the County to license the Village's 800 MHz frequencies at the County's 800 MHz tower sites. The County will be responsible for all engineering, coordination, and licensing costs required to implement the frequency (ies). During the term of this Agreement, the County will be responsible for the licensing and administration of the Village's frequencies. The County may use these frequencies for any lawful purpose it deems appropriate during the term of this Agreement. The Village will be required to cease using the frequencies during the time the Agreement is in effect unless negotiated with the County. Upon termination of this Agreement, the County will relinquish the co-channel licenses and remove the frequencies from service from the County's equipment or request the licensing of new frequencies as defined in Section 9.02. The Village will then be allowed to resume use of its own or alternate frequencies for its communication needs.
- 9.02 If the County is utilizing the Village's frequencies in one of the Hub's systems at the time of termination as defined in Section 9.01, the County may request the Village accept an alternate frequency to avoid a disruption of the existing network. The County will assist the Village in the required engineering, coordinating, licensing, and implementation of any alternate, if required. The Village may remain on the County's system until the frequency license is granted by the Federal Communications Commission (FCC). Upon issuance of the license by the FCC, the Village will have 90 days to migrate back to its own system.

SECTION 10: COUNTY RESPONSIBILITIES

- 10.01 The County shall be responsible for the maintenance and operation of the System. The County shall notify the Village Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified.
- 10.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.
- 10.03 The County shall be responsible for the management of the Replacement Fund and, through same, responsible for the capital replacement or expansion of System equipment and infrastructure.
- 10.04 The County shall maintain radio coverage within the Village's municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures.
- 10.05 The County will provide notifications of system problems and time for system restoration to the Village Representative within the time frames identified in Attachment 2.
- 10.06 The County shall be responsible for talk group and fleet mapping management in accordance with the stated procedures and policies.

SECTION 11: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County System. The Village has decided to enter into this Agreement and use the County's system based on its review of the system design, system coverage, manufacturing and installation details contained in the County's contract with Motorola R98-2006D dated 12/01/98 and subsequent field measurements and testing data that may exist. The County agrees to use its best efforts to provide the Village with the use of the system described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the Village.

Village shall hold County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Village, or (iii) any act or omission of Village, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against the Village or by Village against any third party, then Village shall protect and hold harmless and pay all costs and attorney's fees incurred by County in

connection with such litigation, and any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Neither the County nor the Village shall be liable to each other for any third party claim, which may arise out of the services provided hereunder or of the radio system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

The terms and conditions of this Interlocal Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Village waive all other remedies, including, but not limited to, consequential and incidental damages.

SECTION 12: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the Village at all times. Parts incorporated into assets owned by the Village will immediately become a part of the asset and will be the property of the Village. All other assets involved in the System will remain the County's, despite the Village's financial contribution to their maintenance, renewal and replacement.

SECTION 13: TERM OF AGREEMENT

The initial term of this Agreement is for four (4) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for two (4) year terms thereafter. At least eight months prior to the expiration of this Agreement's term, the Village shall provide the County with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the County may not unreasonably withhold its approval of the Renewal Amendment.

SECTION 14: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Village Council.

SECTION 15: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of six months notice. In the event of termination, repayment of financial contributions, made by the Village, to the County System will be made according to the applicable sections of this Agreement.

SECTION 16: ANNUAL BUDGET APPROPRIATIONS

The County's and Village's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the Village Council.

SECTION 17: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

800 MHZ System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Village:

Village Manager
Village of North Palm Beach
501 U.S. Hwy #1

North Palm Beach, FL 33408

Village Director of Public Safety
Village of North Palm Beach
501 U.S. Hwy #1
North Palm Beach, FL 33408

SECTION 18: APPLICABLE LAW/ENFORCEMENT COSTS

This section shall be governed by the laws of the State of Florida.

SECTION 19: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 20: ENTIRE AGREEMENT

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Village concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement; except as herein otherwise provided, no subsequent alternation, waiver, change or addition to this Agreement shall be binding upon County or Village unless reduced to writing and signed by them.

Remainder of page intentionally left blank

SECTION 22: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Village officers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Asst. County Attorney

By: Ammy Wilf
Dir. Facilities Development & Ops.

ATTEST:

VILLAGE OF NORTH PALM BEACH,
FLORIDA

By: Melissa Teal
Village Clerk

By: William L. Manuel
William Manuel, Mayor