

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income(County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match(County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
#ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes___ No X
 Does this item include the use of federal funds? Yes___ No X

Budget Account No:
 Fund Agency Organization Object

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact with annexation.

C. Departmental Fiscal Review:

Pat D'Agostino

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Reign Power 8/23/18
 OFMB RA 8/23 @ 8/23 2018

Jan S. Jankov 8/30/18
 Contract Dev. & Control
 8/25/18 TW

B. Legal Sufficiency

[Signature]
 Assistant County Attorney

C. Other Department Review

Ma [Signature]

RESOLUTION 47, 2018

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY IN ORDER TO ANNEX CERTAIN SEGMENTS OF NORTHLAKE BOULEVARD AND TRANSFER TRAFFIC REGULATORY AUTHORITY OVER SAID SEGMENTS TO PALM BEACH COUNTY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Palm Beach County currently owns the Northlake Boulevard Right-of-Way, segments of which roadway are outside the Palm Beach Gardens City limits; and

WHEREAS, multiple entities have jurisdiction and responsibility for the provision of government services and public safety on Northlake Boulevard, west of Beeline Highway; and

WHEREAS, Northlake Boulevard is within the City’s municipal boundaries and jurisdiction for government services and public safety from the eastern boundary of Carleton Oaks to the western boundary of Bay Hill Estates; and

WHEREAS, the City’s municipal boundaries are adjacent to the majority of the northern right-of-way of Northlake Boulevard from the western boundary of Bay Hill Estates to Grapeview Boulevard; and

WHEREAS, the Palm Beach County Sheriff’s Office (PBSO) and the Palm Beach Gardens Police Department (PBGPD) have entered into a Memorandum of Understanding that provides that PBSO requests and PBGPD agrees to render routine law enforcement assistance to include patrol and traffic enforcement for the segment of Northlake Boulevard west of the western boundary of Bay Hill Estates not adjacent to the City’s municipal boundaries; and

WHEREAS, annexation of the segments of Northlake Boulevard adjacent to the City’s municipal boundary between Grapeview Boulevard and the western boundary of Bay Hill Estates will unify the jurisdiction and responsibility of providing government services and public safety under the City’s jurisdiction; and

WHEREAS, the County and City have determined that it is appropriate to annex certain right-of-way segments adjacent to the City’s municipal boundaries into the City; and

WHEREAS, the County and City have agreed to enter into an Interlocal Agreement for the annexation of said right-of-way segments of Northlake Boulevard; and

1 **WHEREAS**, such Interlocal Agreement has been prepared and is attached hereto
2 as Exhibit "A"; and

3
4 **WHEREAS**, the City Council deems approval of this Resolution to be in the best
5 interests of the health, safety, and welfare of the residents and citizens of the City of Palm
6 Beach Gardens and the public at large.

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9 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY**
10 **OF PALM BEACH GARDENS, FLORIDA, that:**

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12 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

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14 **SECTION 2.** The City Council hereby authorizes the Mayor to execute the
15 Interlocal Agreement, attached hereto as Exhibit "A", and initiate the adoption of an
16 annexation ordinance for the aforementioned right-of-way segments.

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18 **SECTION 3.** This Resolution shall become effective immediately upon adoption.

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21 (The remainder of this page intentionally left blank.)
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PASSED AND ADOPTED this 2nd day of August, 2018.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: Maria G. Marino
Maria G. Marino, Mayor

ATTEST:

BY: Patricia Snider
Patricia Snider, CMC, City Clerk

Patricia Snider City Clerk
of the City of Palm Beach Gardens
do hereby certify that this is a true copy
as taken from the Official records of the
City of Palm Beach Gardens.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: R. Max Lohman
R. Max Lohman, City Attorney

City Clerk: Patricia Snider
Date: 8-3-18

VOTE:

AYE NAY ABSENT

MAYOR MARINO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR WOODS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER MARCIANO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LANE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCILMEMBER LITT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

July

EXHIBIT "A"

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is made on this _____ day of _____, 2018, between the City of Palm Beach Gardens, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as the "City", and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "County", each entity constituting a "public agency" as defined in Part 1, Chapter 163, Florida Statutes (2018) (the "Florida Interlocal Cooperation Act of 1969").

WHEREAS, Section 163.01, Florida Statutes (2018), authorizes and encourages local governmental units to make the most efficient use of their powers to cooperate on a basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, and other factors influencing the needs of development in local communities; and

WHEREAS, Section 163.01, Florida Statutes (2018), permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, Section 125.01(p), Florida Statutes (2018), authorizes the County to enter into agreements with other governmental agencies for the performance by the County of the other agency's authorized functions; and

WHEREAS, Section 316.006(2)(a), Florida Statutes, (2018), vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

WHEREAS, Section 316.006(2)(c), Florida Statutes (2018), provides that a municipality may, by interlocal agreement with a county, agree to transfer traffic regulatory authority over areas within the municipality to the county; and

WHEREAS, Section 171.044, Florida Statutes, (2018), provides that the owner or owners of real property in the unincorporated area of a county that is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the right-of-way segments identified in Exhibits "A" and "B", attached hereto and made a part hereof, are owned and maintained by the County, whereby the County is acting as the property owner of said right-of-way segments; and

WHEREAS, the right-of-way segments identified for annexation in this Agreement are in the City's future annexation area; and

WHEREAS, the County and the City have determined that it is appropriate and will promote efficient provision of government services and public safety and welfare for the City to annex certain right-of-way segments identified in Exhibit "A"; and

WHEREAS, the City agrees to transfer and the County has agreed to accept certain authority, powers, responsibilities, and duties as enumerated herein regarding the planning, installation, operation, and maintenance of traffic control devices and signalized intersections and traffic regulatory authority over the right-of-way segments identified for annexation in Exhibit "A"; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) and the Palm Beach Gardens Police Department (PBGPD) have entered into a Memorandum of Understanding that provides that PBSO requests and PBGPD agrees to render routine law enforcement assistance to include patrol and traffic enforcement for the segment of the right-of-way identified in Exhibit "B"; and

WHEREAS, this Agreement shall have no effect on traffic control jurisdiction regarding any roadway segment except the roadway segments specifically identified in Exhibit "A" and any future expansion of the said right-of-way.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the parties do hereby covenant and decree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide County consent to the annexation of right-of-way segments identified in Exhibit "A" and for the City to transfer traffic control jurisdiction for the right-of-way segments identified in Exhibit "A" to the County after annexation.

Section 2. Definitions

The following definitions shall apply to this Agreement:

1. "Act" means Part 1 of Chapter 163, Florida Statutes.
2. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Annexation of Right-of-Way Segments

Palm Beach County hereby consents to the annexation of the right-of-way segments identified in Exhibit "A" and shown on the map in Exhibit "C", attached hereto and made a part hereof, into the corporate boundaries of the City of Palm Beach Gardens. Subsequent to approval of this Agreement by both the City and the County, the City will adopt an ordinance voluntarily annexing the right-of-way segments identified in Exhibit "A." The intent of the annexation is for the City to provide emergency services, traffic enforcement, and law enforcement on those right-of-way segments.

Section 4. Transfer of Traffic Regulatory Authority of Right-of-Way Segments

Approval of this Agreement by both parties constitutes mutual agreement by the City and County pursuant to Section 316.006(4)(c), Florida Statutes (2018), to the transfer of traffic regulatory authority over the right-of-way segments identified in Exhibit "A" and shown on the map in Exhibit "C" and any future expansion of the said right-of-way from the City to the County. Such transfer shall occur upon the effective date of the City's ordinance annexing the affected right-of-way segments subsequent to adoption of this Agreement.

Section 5. Ownership and Maintenance Status Unchanged

Approval of this Agreement does not change the status of the ownership and maintenance of the right-of-way segments identified in Exhibit "A" and shown on the map in Exhibit "C" for which ownership and maintenance shall remain vested in the County.

Section 6. Termination

The City or the County upon ninety (90) days' formal written notice may terminate the transfer of traffic regulatory authority described in Paragraph 4 over the right-of-way segments identified in Exhibit "A" and shown on the map in Exhibit "C" and any future expansion of the said right-of-way.

Section 7. Effective Date

This Agreement shall take effect upon execution by the parties (the City and the County).

Section 8. Filing

Upon execution by both parties, a certified copy of this Agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 9. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be inoperative, void, or otherwise invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 10. Entire Agreement and Counterparts


This Agreement represents the entire understanding between the parties concerning the subject and supersedes all other negotiations, representation, or agreements, written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

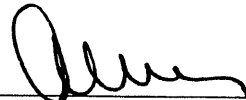
ATTEST:

CITY OF PALM BEACH GARDENS
By City Council

By: 
Patricia Snider, CMC, City Clerk

By: 
Maria G. Marino, City Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
R. Max Lohman, City Attorney
for Abigail Forrester Jordanby

ATTEST:

PALM BEACH COUNTY, FLORIDA
By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Robert P. Banks, Chief Land Use
County Attorney

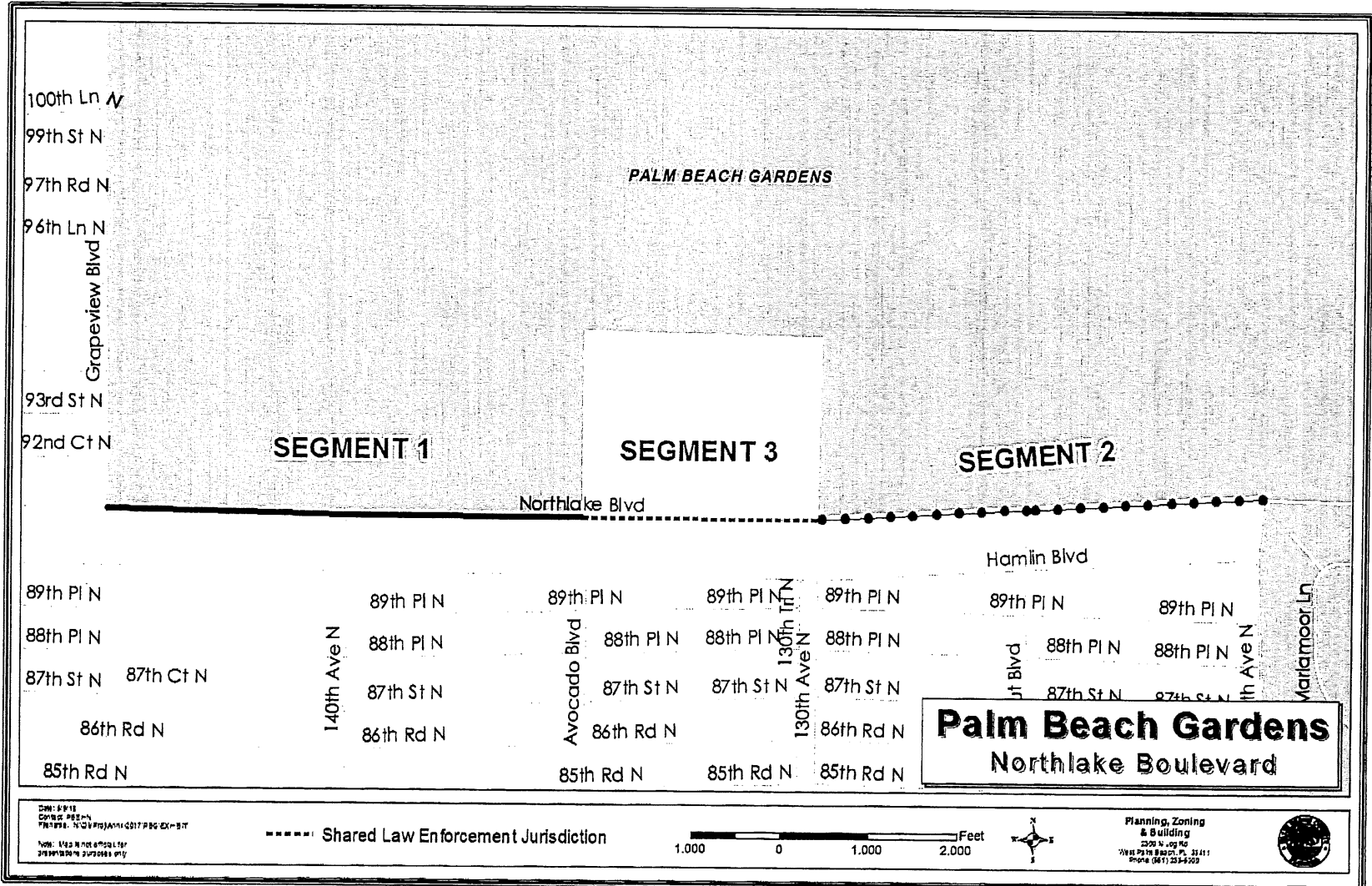
By: _____
Patrick W. Rutter, Interim Executive Director
Planning, Zoning & Building

Exhibit "A"
**Property to be annexed for which Traffic Control Jurisdiction is
 Transferred to County after Annexation**

Map ID	Right-of-Way	Legal Description
Segment 1	Northlake Boulevard from Grapeview Boulevard to Avocado Boulevard	The Northern 100 feet of the Southern 675 feet of the S.E. Quarter of Section 17 Township 42 Range 41 Combined with: The Northern 100 feet of the Southern 680 feet of the S.W. Quarter of Section 16 Township 42 Range 41
Segment 2	Northlake Boulevard from 130 th Avenue North to 120 th Avenue North	The Northern 100 feet of the Southern 689 feet of the Southern Half of Section 15 Township 42 Range 41

Exhibit "B"
**Right-of-Way Segment not being Annexed subject to
 Memorandum Of Understanding (MOU) between PBSO and PBGPD**

Map ID	Right-of-Way	Legal Description
Segment 3	Northlake Boulevard from Avocado Boulevard to 130 th Avenue North	The Northern 100 feet of the Southern 688 feet of the S.E. Quarter of Section 16 Township 42 Range 41 of Palm Beach County.



MEMORANDUM OF UNDERSTANDING**WITNESSETH**

WHEREAS, Palm Beach County Law Enforcement Agencies have entered into a combined mutual aid agreement for law enforcement services that is in full force and effect; and

WHEREAS, the participating Palm Beach County Law Enforcement Agencies which have signed this MOU have the authority under the combined mutual aid agreement to enter into this Memorandum of Understanding pursuant to Section II (Provisions for Voluntary Cooperation) of said mutual aid agreement, herein incorporated by and referenced as *Exhibit A*; and

WHEREAS, the Palm Beach County Sheriff's Office (PBSO) and the Palm Beach Gardens Police Department (PBGPD) have identified a need for routine law enforcement assistance along certain portions of Northlake Boulevard within Palm Beach County, as a result of the City of Palm Beach Gardens' annexation of the Bayhill Estates, The Preserve at Bayhill Estates and Rustic Lakes areas.

WHEREAS, the area to the north of Northlake Boulevard, with the exception of the de-annexed area as depicted on *Exhibit B*, is within the jurisdiction of the City of Palm Beach Gardens.

NOW, THEREFORE, BE IT KNOWN that PBSO and PBGPD agree to enter into this Memorandum of Understanding in consideration of mutual interests and understandings expressed herein, and the parties agree as follows:

SECTION 1: AUTHORITY

1.1. This Memorandum of Understanding is established pursuant to the specific authority in Section II (Provisions for Voluntary Cooperation) of the Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, authorizing the establishment of inter-agency task forces. See *Exhibit A*.

1.2. The establishment of the Memorandum of Understanding does not in any way alter or modify the provisions of the existing Palm Beach County Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, which sets forth the powers, privileges, immunities and liabilities of the participating Palm Beach County law enforcement agencies.

SECTION 2: SCOPE OF AGREEMENT

2.1. PBSO requests, and the PBGPD agrees to render, routine law enforcement assistance to include patrol and traffic enforcement, on Northlake Boulevard (the Northern 100 feet of the Southern 688 feet of the S.E. Quarter of Section 16 Township 42 Range 41 of Palm Beach County). See Annexation Location Map, *Exhibit B*.

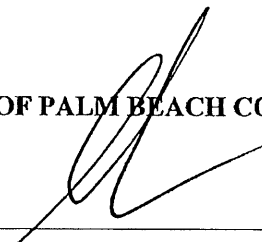
2.2. Each agency agrees to furnish necessary personnel, vehicles and equipment, resources and facilities and to render assistance as set forth herein; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

SECTION 3: EFFECTIVE DATE

3.1 This Memorandum of Understanding shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for a one year period unless terminated prior thereto by either agency. Either agency may cancel its participation in this MOU upon thirty (30) days written notice to the other agency. This Agreement will be automatically renewed for consecutive one year periods until and unless terminated as set forth herein.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.


SHERIFF OF PALM BEACH COUNTY



Ric L. Bradshaw, Sheriff

4/11/18
Date

PALM BEACH GARDENS POLICE DEPARTMENT



Stephen J. Stepp, Chief

4-9-18
Date

**PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION**

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in *Attachment I*, which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
- (2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.



SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause to arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous seventy-two (72) hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining agency can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

- C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.
- D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.
- F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.
- G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: EFFECTIVE DATE.

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 31, 2021. On or about September 30, 2020 a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

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SECTION VIII: CANCELLATION

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

TOWN OF OCEAN RIDGE:

Geoffrey A. Pugh, Mayor (date)

Hal Hutchins, Chief of Police (date)

Jamie duty Titcomb, Town Manager (date)

(date)

TOWN OF PALM BEACH:

Gail L. Coniglio, Mayor (date)

Kirk W. Blouin, Chief of Police (date)

Thomas G. Bradford, Town Manager (date)

Michael Pucillo, President, Town Council (date)

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)

Ric L. Bradshaw, Sheriff (date)

(date)

(date)

PALM BEACH COUNTY SCHOOL DISTRICT:


Chuck Shaw, Chairman (date)

Lawrence J. Leon, Chief of School Police (date)

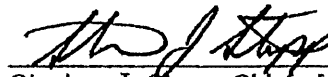
Robert M. Avossa, Ed.D., Superintendent (date)

(date)

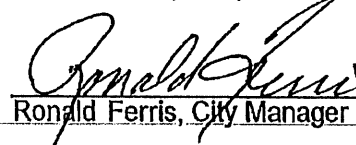
CITY OF PALM BEACH GARDENS:



Marcie Tinsley, Mayor (date) 6/16/16



Stephen J. Stepp, Chief of Police (date) 6-15-16



Ronald Ferris, City Manager (date) 6.15.16

(date)

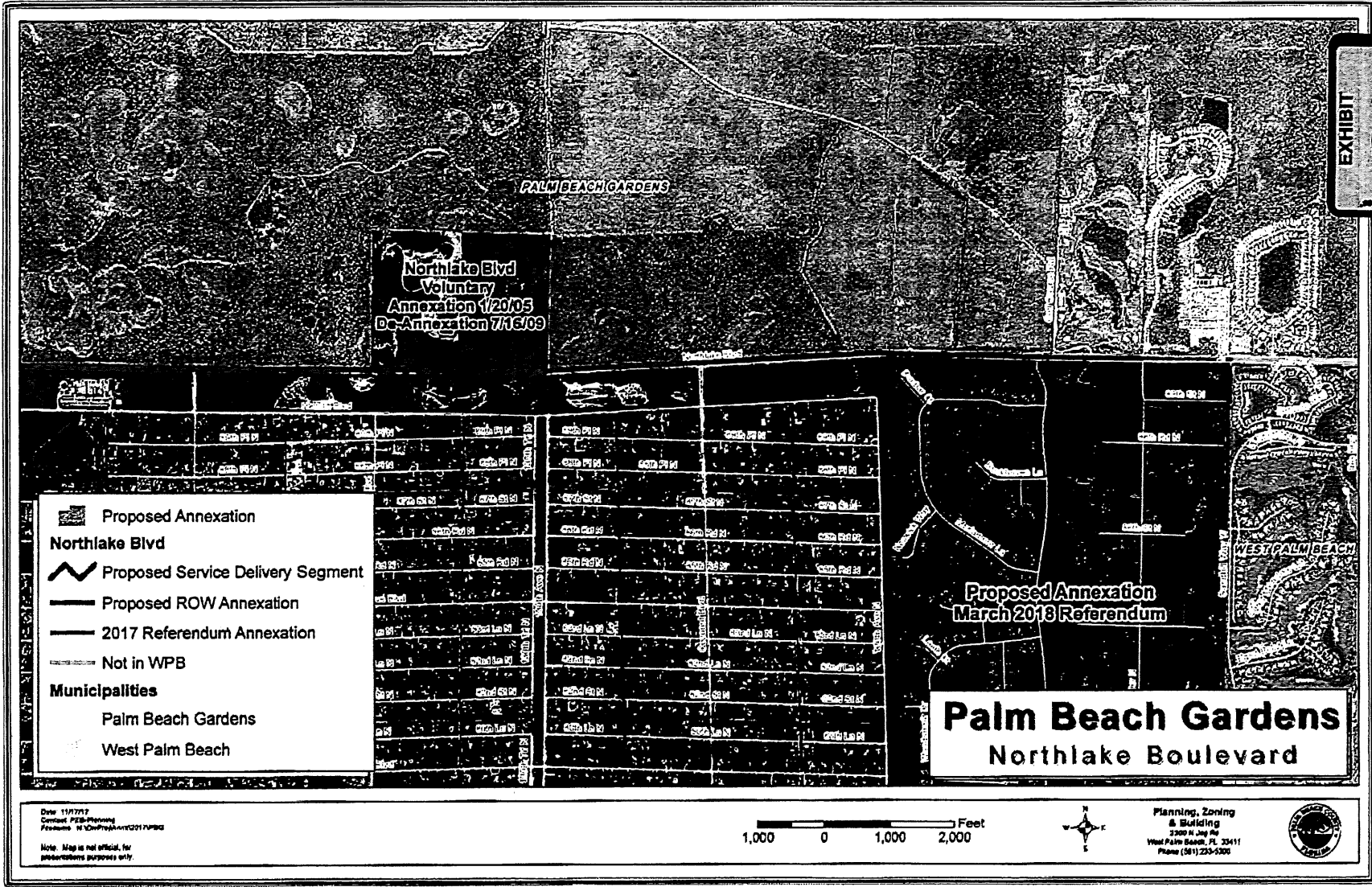


EXHIBIT
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