AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015 by and between Anne M. Gannon as Constitutional Tax Collector for Palm Beach County (the "Tax Collector"), and the City of Greenacres (the "City") for the implementation and collection of the City's non-ad valorem assessments billing for Fire Services as follows:

1. The City shall meet all the requirements of Florida Statutes 197.3631 and 197.3632 for the implementation of the City's non-ad valorem assessment billing.

2. Upon the performance by the City of its requirements in compliance with the above statutes and this Agreement, the Tax Collector agrees to implement the City's non-ad valorem assessments billing and collection.

3. The City further agrees that it shall provide to the Tax Collector compensation for the actual cost of collecting these non-ad valorem assessments as provided in Florida Statutes (F.S. Section 197.3632(8)(c). Since the actual costs of collection cannot be precisely determined, the parties agree that one percent (1%) of total collections will be considered the costs.

4. This Agreement shall be in effect for the tax year 2016 and subsequent years thereafter unless canceled by either the City or the Tax Collector by giving notice in writing to the other by January 10th.

5. This Agreement may be modified by both parties in writing provided such modifications are agreed upon prior to any notice of termination.

6. This Agreement shall be changed, modified, or amended in writing as necessary to conform with any new statutory requirements when and if enacted into law.

7. Subject to the provisions and limitations of Florida Statute 768.28, the City shall indemnify and save harmless and defend the Tax Collector, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, improper action, negligent act, or omission of the City, its servants, or employees in the performance of services under this Agreement. The City acknowledges that the Tax Collector is entering this Agreement without any determination that the City is legally authorized or qualified to assess these non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, determine the legality of the assessment, or determine the constitutionality of any lien resulting from nonpayment of the assessment.

8. **Notice**
All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to the City:
Andrea McCue, City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

With a copy to:
James D. Stokes, City Attorney
City of Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

If to the Tax Collector:
Honorable Anne M. Gannon
Constitutional Tax Collector,
Serving Palm Beach County
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

With a copy to:
Carmen Richardson,
Director, Finance and Budget Dept.
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

DATED this ____ day of _____, 2016

_____
Anne M. Gannon, as Date
Constitutional Tax Collector
for Palm Beach County

By: _____
Mayor Samuel J. Ferreri Date
City of Greenacres

ATTEST:

_____
Denise McGrew, City Clerk
City of Greenacres