



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$70,000)	(\$70,000)	(\$70,000)	(\$70,000)	(\$70,000)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	(\$70,000)	(\$70,000)	(\$70,000)	(\$70,000)	(\$70,000)
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes  X  No

Budget Account No: Fund 0001 Dept 410 Unit 4150 Object 4901  
 Program \_\_\_\_\_

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

**C. Departmental Fiscal Review:** \_\_\_\_\_

*[Handwritten signature]* 4-21-14

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*[Handwritten signature]*  
 OFMB <sup>AP</sup> <sub>4/22</sub> <sup>AD</sup> <sub>4/25</sub>

*[Handwritten signature]* 5/4/16  
 Contract Development and Control  
 5/4/16 *[Handwritten initials]*

**B. Legal Sufficiency:**

*[Handwritten signature]* 5/5/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

## INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the cities of Boca Raton ("Boca Raton") and Delray Beach ("Delray Beach") and Boynton Beach ("Boynton Beach"), each a separate municipal corporation existing under the laws of the State of Florida.

### WITNESSETH

**WHEREAS**, the County has purchased, designed, installed, and committed to the operation of a Public Safety Radio System to meet the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Management Service, and various Palm Beach County general government agencies; and

**WHEREAS**, the County and Boca Raton, Delray Beach and Boynton Beach (collectively the "Cities") have determined that the ability to provide interoperable systems is critical to the effective and efficient provision of public safety services; and

**WHEREAS**, the Cities acknowledges that by entering into this Agreement, the Cities have been able to save money as well as avoid costs by reserving capacity on the County's Microwave System from the Boynton Beach Site to the County's Prime Site, both the Boynton Beach Site and County's Prime Site as hereinafter defined; and

**WHEREAS**, it has been determined mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the radio systems of each City and the County can be connected saving money for the taxpayers of both the County and the Cities as well as providing each City the opportunity to receive the public safety benefits of interoperability; 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 consideration of the mutual covenants, promises and representations contained herein the parties hereto agree as follows.

#### **SECTION 1: Purpose**

The purpose of this Agreement is to; 1) set forth the parameters under which the County will make specific components of its Public Safety Radio System available to each City in order to provide for interoperable radio communications between the County and each City; and 2) identify the use and monitoring requirements for the Common Talk Groups established on the County System.

#### **SECTION 2: Definitions**

2.01 Boynton Beach Site: The City of Boynton Beach's primary radio communications site located in Tract B, Rolling Green Ridge Second Addition, City of Boynton Beach.

2.02 City or Cities: The City of Boca Raton, the City of Delray Beach, and the City of Boynton Beach, as individual entities are each a “City” and are referred to as the “Cities” when the context is inclusive of each of them.

2.03 City’s System: The 800 MHz trunked radio system or systems, funded, purchased, installed, maintained and owned by each City. The City’s System shall include the fixed network and field radio transmitting and receiving equipment, microwave equipment and/or leased communication transport lines as required for communications between sites, dispatched center equipment and facilities required for the operations of each City’s public safety and government services functions, and the towers and physical facilities require to house and maintain the system equipment.

2.04 Common Talk Groups: Talk groups established on the County’s System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.05 County Talk Groups: Talk groups established on the County’s System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreement.

2.06 CRSSC: Countywide Radio System Steering Committee established to oversee implementation of the policies established and to modify existing policies or create new policies as required over the life of the System.

2.07 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.

2.08 Parties: All entities that have executed this Agreement which includes the County and the Cities.

2.09 Prime Site: The location for the County’s SmartZone™ Controller.

2.10 Radio Alias: The unique name assigned to an operator’s radio that displays on the dispatcher’s console when a radio transmits.

2.11 Roaming Feature: A feature of the SmartZone™ Controller that allows units from specified talk groups to register onto communications systems associated with the SmartZone™ Controller when beyond the coverage of their primary system. Additionally these talk groups are assigned communications channels on the systems where units are registered when there is talk group activity.

2.12 SmartZone™ Controller or Controller: The SmartZone™ Controller is the central computer that controls the operation of the County’s Public Safety Radio System. The SmartZone™ Controller manages access to System features, functions, and talk-groups.

2.13 System: The Public Safety Radio System 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 Controller located at the Prime Site, and other related equipment.

2.14 System Manager: An employee within the County's Electronics Services and Security 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 3: County's Public Safety Radio System**

3.01 The County has purchased, installed, and operates a SmartZone™ Controller, capable of expansion to 48 ports, at its Prime Site. The County has solely funded the purchase and owns the Controller. The County will allow each of the Cities to connect to the Controller utilizing a total of ten (10) ports as follows: Boca, five (5) ports; Boynton Beach, two (2) ports; and Delray Beach, three (3) ports.

3.02 Each City agrees to pay its pro rata fair share of the estimated operation and maintenance costs associated with the Controller based on number of active radios on the System. The operations and maintenance costs to be included are: system administration costs (which includes personnel costs), utilities, equipment, and controller maintenance costs (which may be out-sourced or performed by the County). Operations and maintenance costs are calculated in Section 5.01 and 5.02 of this Agreement.

3.03 Each City will be solely responsible for any and all permitting and/or licensing costs associated with that City's use of the Controller.

3.04 Each City will be solely responsible for any and all costs associated with the purchase of equipment components, modules, interfacing hardware and the installation services required for that City to utilize the SmartZone™ Controller.

3.05 The Cities agree that only the County will connect to, expand, or otherwise modify System components which are owned by the County. The Cities will fund such actions to be undertaken by the County on behalf of the Cities, and pursuant to the terms of this Agreement.

3.06 The Cities will only be financially responsible for those actions undertaken on the Cities behalf when the Cities have agreed to the costs in writing prior to the commencement of the activity.

### **SECTION 4: County's Digital Microwave Communications System**

4.01 Pursuant to a separate agreement between the County and Boynton Beach, the County will locate communications equipment at the Boynton Beach Site. The County will allow the Cities to use the Microwave System as a communication path between the Cities' location at the Boynton Beach site, and the Controller located at the County's Prime Site.

4.011 Boynton Beach will solely utilize the 6T1 capacity in the Microwave System reserved for use by the Cities, and Delray Beach and Boca Raton will transport from their systems to the County's Prime Site via leased T1s, and not via the Microwave System.

4.012 If Delray Beach and Boca Raton subsequently decide to utilize the Microwave System directly from their respective systems to the County's Prime Site, each City will be totally responsible for all costs associated with the purchase, installation, ownership, operation and maintenance of equipment solely for its benefit.

4.02 Each City will be solely responsible for all costs associated with interfaces between the Microwave System or the commercial telephone system and that City's System.

4.03 The Cities agree that only the County will connect to, expand, or otherwise modify Microwave System components which are owned by the County. Each City using the Microwave System directly from their respective system to the County's Prime Site will fund such actions to be undertaken by the County on the City's behalf pursuant to the terms of this Agreement.

### **SECTION 5: Operations and Maintenance Fees**

5.01 Each year, the Cities shall pay a pro rata share of the County's annual operations and maintenance costs based on a capped estimate of the County's operations and maintenance costs. For fiscal year 2016, the County's estimated annual operations and maintenance costs are Seventy Thousand Dollars (\$70,000). The fee to be paid by each City for using the SmartZone™ Controller is determined as follows: the capped estimated annual operations and maintenance costs for that fiscal year are apportioned out to each user City based on the number of active talk groups for each City (Boynton Beach, Boca Raton and Delray Beach).

5.011 The County reserves the right to charge the Cities on a time and materials basis for the after-hours emergency trouble reports that are not the result of a failure of the SmartZone™ Controller, the Ambassador switch, Microwave System or related subsystems or software.

5.02 The County shall re-calculate the apportionment of the operations and maintenance costs annually based on the number of active talk groups used by each City. The County's estimated operations and maintenance cost may be adjusted every three (3) years beginning in January 2018, and every three (3) years thereafter, by notice to the Cities no later than April 1<sup>st</sup> to be effective for the next fiscal year. The County shall invoice each City for payment in October and payment shall be due November 30<sup>th</sup>.

5.03 The Cities shall have the authority to connect and utilize the features and capabilities of the SmartZone™ Controller to provide interoperability between the Cities and other agencies as may be authorized at a future date. The Cities shall have access authority to the SmartZone™ Controller that will allow the Cities to establish talk groups and subscriber units on the System within the allotments provided by County through the System Manager. The Cities shall program talk groups or subscriber units for operation only to radio systems owned and operated by the Cities.

5.04 The County shall attempt to notify the Cities a minimum of seventy two (72) hours in advance of all scheduled interruptions of the SmartZone™ Controller's capabilities. The County shall

make every effort to limit scheduled interruptions of the SmartZone™ Controller service to no longer than ninety (90) minutes. Scheduled interruptions of service shall occur between 2:00 a.m. and 6:00 a.m. whenever possible.

5.05 The Cities shall be responsible for maintaining the equipment components that make up each City's respective City System and the associated equipment used to interface with the County's System.

5.06 The Cities shall have the authority to utilize private call and telephone interconnect features for the operations of their agencies. The Cities recognize the County's use of the System does not include these features. As a result, additional equipment and software licenses may be required to implement these features.

#### **SECTION 6: Roaming**

6.01 Roaming may be allowed between talk groups of each of the Cities' Systems and/or the County's System, subject to approval of the County and/or the City or Cities seeking to implement roaming. The System Manager for the County shall review such requests, and if approved, provide authorization for roaming on the County's System. Requests for roaming on a City's System shall be reviewed by the respective City System administrator who shall review such requests, and if approved, authorize roaming on that City System.

#### **SECTION 7: Intentionally Omitted**

#### **SECTION 8: County's Obligations for Cities' Systems**

8.01 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 Cities' Systems.

8.02 The County shall provide a response by a qualified technician to any failures of the SmartZone™ Controller that impact the operation of a City System within two (2) hours of being notified of such failure. The County shall take all possible actions to restore SmartZone™ Controller functionality to full operation without delay.

8.03 A City shall give the County twenty-four (24) hours notice of the need to access the SmartZone™ Controller facility for routine maintenance or installation of City equipment. Afterhours or emergency access shall be provided through the emergency trouble reporting procedures established for the System.

#### **SECTION 9: Utilization of Countywide Common Talk Groups**

9.01 The EMS Talk Groups were implemented specifically for emergency medical communications between the emergency providers and hospitals in and around Palm Beach County. The usage of the talk groups are defined below.

9.011 Scenario of Usage. City owned EMS units operating on the System will contact hospitals directly by selecting the specific talk group assigned to that hospital. Any EMS units not on 800 MHz should contact County Fire Rescue dispatch on Med 8 and will in turn be patched to the appropriate hospital.

9.02 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. The Common Talk Groups are available upon request to the System Manager. They were also created to allow communications between agencies without requiring cross-programming operation talk groups in each agency's radios. Proper usage of the Common Talk Groups is defined below.

9.021 Scenario of usage:

1. A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
2. The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
3. The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

9.022 Examples of approved usage for Common Talk Group are the following:

1. Working talk group for multiple agencies fighting a fire together.
2. Coordination during a police chase through multiple jurisdictions.
3. Coordination during disaster recovery.
4. Coordination for a special event which requires participation of multiple agencies and disciplines (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).
5. Coordination for scene security and establishment of landing zone for aircraft.

In addition, the Common Talk Groups could be used by any agency experiencing catastrophic failures of their own communication system for a predetermined amount of time. In order to utilize the Common Talk Groups for the foregoing situation, the agency must obtain the permission of the System Manager. Once approved by the System Manager, the Common Talk Groups could be temporarily utilized until repair of the agency's communication system is complete.



9.03 The Common Talk Groups shall not be used for every-day routine communications.

9.031 Examples of improper use are the following:

1. As an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios.
2. To provide an extra working talk-group for a single agency supporting a special event or operation (i.e. undercover operations, investigations, perimeter communications, fire-ground coordination, etc.).
3. As an additional dispatch, administrative, or car-to-car talk-group for use by a single agency.

#### **SECTION 10: Frequencies**

The Parties agree that the frequencies held by Palm Beach County and the frequencies held by the Cities shall be separate and shall be implemented and used at the sole discretion of the individual parties.

#### **SECTION 11: Liability**

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. Furthermore, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

#### **SECTION 12: Term of Agreement**

The term of this Agreement shall commence retroactively from February 3, 2016 and extend five (5) years, or to the date that the County's Countywide P25 Public Safety Radio System is fully operational, whichever occurs first. This Agreement terminates and replaces Interlocal Agreement R-2011-0737, as amended.

#### **SECTION 13: Amendments to this Agreement**

13.01 This Agreement may be amended from time to time by written amendment by all Parties.

13.02 In the future, if the County enters into an agreement(s) with other municipalities which terms are more favorable than those contained in this Agreement, the County agrees to amend this Agreement to match the more favorable terms, by written amendment executed by the County Administrator or her designee, the Director of Facilities Development & Operations. This provision does not apply to Section 4 of this Agreement.

#### **SECTION 14: Termination**

14.01 The County can only terminate this Agreement as a result of any default of the Cities pursuant to this Agreement.

14.02 The Cities may terminate the Agreement with sixty (60) days notice to the County. All improvements made to the SmartZone™ Controller, the Ambassador Switch, the Microwave System, and related subsystems by the Cities, or on the Cities' behalf, shall remain part of the equipment where installed and ownership shall transfer to the County.

#### **SECTION 15: Administration**

15.01 The Palm Beach County Electronic Services and Security Division is charged with responsibility for administering the System. Within the Electronic Services and Security Division a position with the title of System Manager will be the City's day to day contact and can be reached at 561-233-0837. The Electronic Services and Security Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact shall be made through the County's Emergency Operations Center at 561-712-6428 and the appropriate on-call contact will be made.

15.02 The administrative policies for the SmartZone™ Controller shall be established by the CRSSC. The County and the Cities agree to abide by the policies so established.

15.03 The Cities shall assign a single representative to attend the CRSSC user committee meetings on behalf of the three Cities, for each of the law enforcement, fire rescue and public works disciplines for which the Cities have subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. Non-critical problems or suggested changes shall be presented at the meetings. As agreed to by the user committee members, issues discussed at the meetings shall be forwarded to the System Manager for final approval.

15.04 The Cities shall be responsible for adhering to the policies and procedures established for System use. Should the Cities not follow the established procedures, there shall be three (3) warnings before corrective action is taken. The CRSSC shall have the authority to direct the System Manager to implement modification to the network, including disabling units or disabling access to the System.

15.05 The Cities shall receive certain access codes to the System and shall be responsible for safeguarding the code information from release to unauthorized parties. Service staff directly employed by a City shall be considered authorized to receive access and programming codes for the maintenance of that City's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. Cities that plan to use commercial services for their system or subscriber unit maintenance must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

15.06 Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 15.061 and/or 15.062 below. If the City does not have employees capable of programming City radio equipment or prefers to have others program City radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program City radio equipment under the terms of a separate agreement.

15.061 If a City uses a commercial service provider to program City radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the City radio equipment with the Common Talk Groups, the City must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the City and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.062 If a City intends on using a commercial service provider to program City radio equipment with the Common Talk Groups, that City shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the City to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The City will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use. If not approved, the City shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program City radio equipment with Common Talk Groups.

15.07 Each City is solely responsible for the performance and the operation that City's equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning City-owned equipment, the County will request that City to discontinue use of the specific device until repairs are completed. The County may, at its discretion, disable the equipment from the system after properly notifying the City in writing if the device is causing interference to the system.

15.08 In the case of stolen or lost equipment, the contact person identified in Section 15.01 will notify the System Manager by e-mail or fax authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise back via e-mail when the radio has been disabled. A request by a City to re-activate a disabled radio will also be required in writing by e-mail or fax to the System Manager.

15.09 The Cities shall have the capability to generate call activity reports, faulty reports and reports about the infrastructure equipment, as well as subscriber units established on the individual radio systems of each City.

15.10 The Cities shall have access through each of their respective SmartZone™ Manager Terminals to receive alerts and alarms for the SmartZone™ Controller as well as for infrastructure equipment for their individual communications systems.

15.11 The Cities shall each be responsible for including the requirements of Section 9 and Section 15.06 of this Agreement in any agreement with another municipality or agency for communications, dispatch, police or fire rescue services.

**SECTION 16: Annual Budget Appropriations**

The County's and Cities' performance and obligation to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and each individual City 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

With a copy to:

Radio System Manager  
2601 Vista Parkway  
West Palm Beach, FL 33411

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

As to Boca Raton:

City Manager  
City of Boca Raton  
201 W. Palmetto Park Rd.  
Boca Raton, FL 33432

With copy to:

Chief of Police  
City of Boca Raton  
100 NW Boca Raton Blvd.  
Boca Raton, FL 33432

As to Delray Beach:

City Manager  
City of Delray Beach  
100 NW First Ave.  
Delray Beach, FL 33444

With copy to:

Chief of Police  
City of Delray Beach  
300 W. Atlantic Ave.  
Delray Beach, FL 33444

As to Boynton Beach:

City Manager  
City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

With copy to:

Chief of Police  
City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

**SECTION 18: Applicable Law / Enforcement Costs**

This Agreement shall be governed by the laws of the State of Florida. In any litigation brought by a party to this Agreement to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

**SECTION 19: Filing**

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

**SECTION 20: Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of any party.

**SECTION 21: No Third Party Beneficiary**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen and/or employees of the following; the County, and/or Boca Raton, Delray Beach or Boynton Beach.

**SECTION 22: Non-Discrimination**

The Cities each warrant and represent that all of their employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that they shall comply with County Resolution R-2014-1421, as amended. Each City has provided County with a copy of its non-discrimination policy which is consistent with the policy of Palm Beach County contained in R-2014-1421, as amended, or alternatively, the City has provided a statement affirming that the City will conform to County's non-discrimination policy as contained in R-2014-1421, as amended.

**SECTION 23: Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 24: Effective Date**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as the day first written above.

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

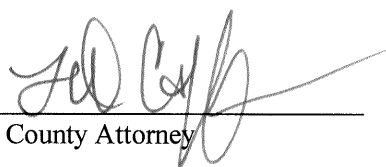
**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

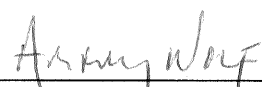
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operation

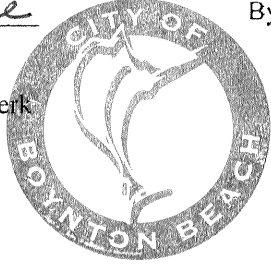
ATTEST:

CITY CLERK-INTERIM

CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida

By: Judith A. Pyle  
JUDITH A. PYLE, City Clerk

By: Jerry Taylor  
JERRY TAYLOR, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: James Citerox

JAMES CITEROX, City Attorney



ATTEST:

CITY CLERK

By: Cherelle D. Nibbi

Cherelle D. Nibbi, City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Noel Pfeffer

Noel Pfeffer, City Attorney

CITY OF DELRAY BEACH, a municipal  
corporation of the State of Florida

By: Cary D. Glickstein

\_\_\_\_\_, Mayor  
Cary D. Glickstein

**ATTEST:**

**CITY CLERK**

By: Susan S. Saxton

SUSAN S. SAXTON, City Clerk

**CITY OF BOCA RATON**, a municipal corporation of the State of Florida

By: Susan Haynie

Susan Haynie, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: Diana Grub Friese

Diana Grub Friese, City Attorney