PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June 7, 2016 [x] Consent [] Regular [] Ordinance [] Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: the First Amendment to the Interlocal Agreement (R2006-0512) between the Palm Beach County and The City of Palm Beach Gardens, the Town of Jupiter, the Town of Mangonia Park, the Town of Lake Park, and the City of Riviera Beach (collectively the "Parties") creating the Bioscience Land Protection Advisory Board, extending the term of the Board through March 14, 2026.

Summary: On March 14, 2006, the Board of County Commissioners (BCC) approved an Interlocal Agreement with the Parties creating a Bioscience Land Protection Advisory Board consisting of seven (7) members including: one (1) appointment from each of the Parties, one (1) representative from the Governor's Office, and one (1) representative from Palm Beach County. The Interlocal Agreement provides in Section 5 that it shall continue through March 14, 2016, but may be extended by mutual agreement of the Parties. The Parties desire to extend the term of the Agreement until March 14, 2026. All Parties have approved the First Amendment to the Interlocal Agreement. <u>Districts 1 and 7</u> (HF)

Background and Justification: On December 13, 2005, the BCC directed staff to provide land inventory information assembled by the County, the Town of Jupiter and the City of Palm Beach Gardens to the Governor for his review as a possible site for the Scripps Florida permanent facilities. On February 14, 2006, the Board reviewed proposals from South County, North County and the Florida Research Park and approved the North County proposal. On March 14, 2006, the BCC approved an Interlocal Agreement (R2006-0512) with the Parties creating a Bioscience Land Protection Advisory Board.

Attachments:

- 1. First Amendment to Interlocal Agreement
- 2. Interlocal Agreement (R2006-0512)

Approved by:

Assistant County Administrate

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| | Fiscal Years | 2016 | 2017 | 2018 | 2019 | 2020 | |
|----|--|---------|----------------|--------------|------------|-----------------|--------|
| | Capital Expenditures | \$0 | \$0 | \$0 | \$0 | \$0 | |
| | Operating Costs | 0 | 0 | 0 | 0 | 0 | |
| | External Revenues | Ö | Ö | 0 | 0 | 0 | |
| | Program Income | 0 | . 0 | 0 | 0 | 0 | |
| | (County) | U | , 0 | U | U | U | |
| | In-Kind Match (County) | 0 | 0 | 0 | 0 | 0 | |
| | NET FISCAL IMPACT | \$0 | \$0 | \$0 | \$0 | \$0 | |
| | # Additional FTE Positions (Cumulative) | 0 | 0 | 0 | 0 | 0 | |
| | Is Item Included in Current Budget: | | Yes | | No | | |
| | Budget Account No: | | | | | | |
| | Reporting Category | | | | | | |
| _ | | | | | | | |
| В. | Recommended Sources of | Funds | Summary | of Fiscal Im | npact: | | |
| | No fiscal Impact | | | | - | | |
| | Spipe | | | | | | |
| | Departmental Fiscal Review | v: | | | | | |
| | | | | | | | |
| | III. | REVIE | W COMME | ENTS | | | |
| A. | OFMB Fiscal and/or Contra | ct Deve | elopment 8 | & Control Co | omments: | | |
| | Shunghan OFMB PD (B) | | C | Ontract Deve | elopment & | Control Control | 6)1/16 |
| A. | Legal Sufficiency: | | | | | | |
| | Assistant County Attorney | - | > | | | | |
| A. | Other Department Review: | | | | | | |

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

Department Director

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION ADVISORY BOARD, EXTENDING THE TERM OF THE BOARD THROUGH MARCH 14, 2026.

This First Amendment to Interlocal Agreement is made the _____ day of _____, 20 10, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Cities and County entered into an Interlocal Agreement establishing the Bioscience Land Protection Advisory Board; and

WHEREAS, the Interlocal Agreement provides in Section 5. A that it shall continue through March 14, 2016, but may be extended by mutual agreement of the parties; and

WHEREAS, the Cities and the County have determined it is in the interest of the Cities and the County to extend the term of the Interlocal Agreement for an additional 10 years.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

PART 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

PART 2. SECTION 5 of the INTERLOCAL AGREEMENT is amended as follows:SECTION 5. General Terms and Conditions

A. This Agreement shall continue through March 14, 2016 March 14, 2026, but may be extended by written agreement of the parties.

PART 3.

A. A copy of this Amendment to Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

B. This document can be signed in counterparts.

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

| ATTEST: | PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS |
|---|--|
| Sharon R. Bock, Clerk & Comptroller | BOARD OF COUNTY COMMISSIONERS |
| By: Deputy Clerk | By: Mayor |
| (SEAL) | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | APPROVED AS TO TERMS AND CONDITIONS |
| By: County Attorney | By:Assistant County Administrator |
| County Attorney | Assistant County Administrator |
| | |
| ATTEST: | CITY OF PALM BEACH GARDENS, FLORIDA |
| Ву: | By: |
| City Clerk | Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By:City Attorney | |
| | |

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

| ATTEST: | PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS | |
|--|---|--|
| Sharon R. Bock, Clerk & Comptroller | BOARD OF COUNTY COMMISSIONERS | |
| By: Deputy Clerk | By: | |
| (SEAL) | | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | APPROVED AS TO TERMS AND CONDITIONS | |
| By: County Attorney | By: Assistant County Administrator | |
| ATTEST: | CITY OF PALM BEACH GARDENS, FLORIDA By: | |
| Patricia Snider, City Clerk | Marcie Truscey, Mayor | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: R. Max Lohman, City Attorney | | |
| | | |

| ATTEST: | TOWN OF JUPITER, FLORIDA |
|---|--------------------------------|
| By: Town Clerk APPROVED AS TO FORM AND LEGAL SUFFICIENCY | _ By: Mayor |
| By: Town Attorney | |
| ATTEST: | TOWN OF LAKE PARK, FLORIDA |
| By:Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: Town Attorney | |
| ATTEST: | TOWN OF MANGONIA PARK, FLORIDA |
| By:Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: | |

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| ATTEST: | TOWN OF JUPITER, FLORIDA |
|---|--------------------------------|
| By: Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | Mayor |
| By: Town Attorney | |
| ATTEST: | TOWN OF LAKE PARK, FLORIDA |
| By: Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Town Attorney | |
| ATTEST: | TOWN OF MANGONIA PARK, FLORIDA |
| By: Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: | |
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| ATTEST: | TOWN OF JUPITER, FLORIDA |
|---|--|
| By: Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: Town Attorney | |
| ATTEST: | TOWN OF LAKE PARK, FLORIDA |
| By: Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: Town Attorney | |
| ATTEST: By: Town Clerk | TOWN OF MANGONIA PARK, FLORIDA By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: Town Attorney | |

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By:_

Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney

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INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING A BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE RESEARCH PROTECTION OVERLAYS

This Interlocal Agreement is made the _____ day of ____MAR 14 2006____, 2006, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

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WHEREAS, the Cities and County recognize that the relocation of The Scripps Research Institute's ("TSRI") operations onto Florida Atlantic University's John D. McArthur Campus ("FAU Jupiter Campus") and a portion of the Briger Parcel in Palm Beach Gardens ("Briger") will further the vision of the Governor and the State of Florida to create an economic development cluster to support TSRI; and

WHEREAS, the Cities and County recognize that the creation of an economic development cluster to support TSRI will ensure a diversified economy and provide high-wage employment within Palm Beach County, the Treasure Coast Region, and the State; and

WHEREAS, the Palm Beach County Board of County Commissioners elected to enter into negotiations with TSRI for the relocation of its operations to the FAU Jupiter Campus and to Briger in reliance on the Cities' commitment to support an economic development cluster in support of TSRI; and

WHEREAS, to fulfill this commitment, the Cities and County have agreed to form an Advisory Board; and

WHEREAS, to fulfill this commitment, the Cities have each agreed to initiate and consider amendments to their respective Comprehensive Plans that establish a Bioscience Research Protection Overlay ("Overlay"), and that provide a super majority vote requirement to protect land identified in the Overlay.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

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SECTION 2. Bioscience Land Protection Advisory Board.

A. A Bioscience Land Protection Advisory Board is hereby established. The purpose of the Board shall be to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay.

- B. The Board shall consist of seven (7) members with the Governor of the State of Florida; Palm Beach County; the Towns of Jupiter, Lake Park, and Mangonia Park; and the Cities of Palm Beach Gardens and Riviera Beach each appointing one (1) regular member and one (1) alternate member. Each appointment shall follow the same formal procedure the appointing entity uses for board or commission appointments.
- C. A quorum of the Board shall be necessary for it to conduct any business and shall consist of four (4) members present and voting. The majority vote of those present and voting shall be required to pass a motion. Each regular member shall have one vote. An alternate member shall sit on behalf of the appointing entity and have a vote only when the regular member of such entity is absent.
 - D. Authority of Board.

The Board shall have the authority to:

1. Analyze and make recommendations regarding: (a) applications to rezone land or amend the future land use map designation for land; and (b) proposed amendments to the land development regulations that directly affect bioscience research uses on property within the Overlay. No such application to rezone, amend the future land use map, or amend the land development regulations pertaining to said property shall be

considered unless the Board shall have conducted a public meeting on the application and rendered a recommendation to the applicable governing body; provided, however, in the event the Board fails to render a recommendation within sixty (60) days after the staff of the applicable governing body in which the land proposed for approval is located determines that such application or request is complete for purposes of review by the Board, the affected governing body may proceed to consider and make a determination upon the application or request without receiving a recommendation from the Board.

- 2. Plan for, and address the availability of, developed and undeveloped land for bioscientific training/education, research, and related uses and users.
- 3. Assist in coordinating, integrating, and streamlining administrative and regulatory procedures at the municipal, county, regional, and state levels for bioscience research uses.
- 4. Consider and/or propose policy initiatives and legislative or regulatory efforts to encourage and sustain the development of biomedical research uses in the Overlay.
- 5. Set fees and charges as determined to be necessary for direct costs and expenses incurred by the Board in reviewing development applications.

SECTION 3. Comprehensive Plan Amendments.

The Parties recognize that it may be necessary for the Cities to amend their respective Comprehensive Plans to achieve the goals of this Interlocal Agreement. Each City agrees to direct its respective staff to initiate plan amendments, no later than its next regular round of comprehensive plan amendments, as may be necessary to establish and protect a Bioscience Research Protection Overlay within its jurisdiction. These proposed amendments shall include, at a minimum, amendments to the Future Land Use Element and the Intergovernmental Coordination Element which provide for:

- A. The creation of a Bioscience Research Protection Overlay which:
 - 1. Maps the properties subject to the Overlay.
 - 2. Identifies permitted uses within the Overlay.
 - Identifies prohibited uses within the Overlay.
 - 4. Contains policies protecting lands subject to the overlay from residential or commercial development
 - 5. Contains policies providing mechanisms to coordinate planning between local governments and ensure intergovernmental cooperation in the development and implementation of the Overlay
- B. A requirement for a super majority vote of the governing body to approve conversion of land uses on property within the Bioscience Research Protection Overlay.

SECTION 4. Financial Obligations.

A. Each city will provide technical support necessary to allow the Board to fully review and make recommendations regarding projects in their respective jurisdictions and will provide other technical and logistical support to the extent determined appropriate by each city.

- B. County will provide technical support and logistical support to the Board to the extent determined appropriate by the County.
- C. If agreed to by the Parties in writing and subject to the appropriation by each party, the Parties may agree to fund the operation of the Board, in whole or in part, through annual appropriations, in amounts determined by the Board and agreed to by each Party.

SECTION 5. General Terms and Conditions.

- A. This Agreement shall continue through March 14, 2016, but may be extended by written agreement of the parties.
- B. Any party may withdraw from this Agreement upon 365 days' written notice to the other parties, thereby relieving the withdrawing party of all obligations and benefits arising out of this Agreement.
- C. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue shall be in circuit court for Palm Beach County, and each party shall bear its own fees and costs.
- D. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

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- E. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- F. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.
- G. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
- H. None of the parties shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.
- I. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.
 - This document can be signed in counterparts.
- K. All notices given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, personal delivery or a nationally-recognized overnight delivery service to the following:

If to County:

Scripps Program Manager Palm Beach County 301 North Olive Avenue, 11th Floor West Palm Beach, Florida 33401

With a copy to:

Chief Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

If to Palm Beach Gardens:

City Manager City of Palm Beach Gardens 10500 N. Military Trail Palm Beach Gardens, Florida 33410

With a copy to:

City Attorney City of Palm Beach Gardens 10500 N. Military Trail Palm Beach Gardens, Florida 33410

If to Jupiter:

Town Manager Town of Jupiter 210 Military Trail Jupiter, Florida 33458

With a copy to:

Town Attorney Town of Jupiter 210 Military Trail Jupiter, Florida 33458 If to Lake Park:

Town Manager Town of Lake Park 535 Park Avenue Lake Park, Florida 33403

With a copy to:

Town Attorney Town of Lake Park 535 Park Avenue Lake Park, Florida 33403

If to Mangonia Park:

Town Manager Town of Mangonia Park 1755 E. Tiffany Drive Mangonia Park, Fl 33407

With a copy to:

Town Attorney Town of Mangonia Park 1755 E. Tiffany Drive Mangonia Park, FI 33407

If to Riviera Beach:

City Manager City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, Florida 33404

With a copy to:

City Attorney City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, Florida 33404 Any party may change the address to which notices shall be given to such party upon three (3) days' prior written notice to the other parties. The effective date of any notice given hereunder shall be the date of delivery if by personal delivery or the date of receipt if given by United States or overnight mail.

(The remainder of this page left intentionally blank)

| in sair acoo sancheor, the pa | rties hereto have affixed their signatures on the |
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| day and year first above written. | R2006 M 0512 |
| ATTEST: | PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS |
| Sharon R. Bock, Clerk & Comptroller By: Deputy Clerk To State County Clerk To State Co | By: Thinks. |
| (SEAL) | Tony Masilotti, Chairman |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney | APPROVED AS TO TERMS AND CONDITIONS By: Scripps Program Manager |
| ATTEST: | CITY OF PALM BEACH GARDENS, FLORIDA |
| By: Patricia Snider, CMC, City Clerk | By: |
| APPROVED AS TO FORM AND | |

By: Christine P. Tatum, City Attorney

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

| ATTEST: | PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS | |
|---|---|--|
| Sharon R. Bock, Clerk & Comptroller | | |
| By: Deputy Clerk | By: Tony Masilotti, Chairman | |
| SEAL) | | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | APPROVED AS TO TERMS AND CONDITIONS | |
| Ву: | Ву: | |
| County Attorney | Scripps Program Manager | |
| ATTEST | CITY OF PALM BEACH GARDENS, FLORIDA | |
| dy | By: Alfley | |
| Patricia Snider, CMC, City Clerk | Joseph R. Russo, Mayor | |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | | |
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Christine P. Tatum, City Attorney

| ATTEST: | TOWN OF JUPITER, FLORIDA |
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| By: <u>An Melnieliam</u> of Sally Boylan, CMC, Town Cle | 2 |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | SVGCOM ORIDA STANDARDON ORIDA |
| By: Thomas J. Baird, Town-Attorne | |
| ATTEST: | TOWN OF LAKE PARK, FLORIDA |
| By:Town Clerk | By: Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By:Town Attorney | · |
| ATTEST: | TOWN OF MANGONIA PARK, FLORIDA |
| By:Town Clerk | By:Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | D D O O O O O O O O O |
| By: Town Attorney | R 2006 30512 MAR 1 2006 |
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| ATTEST: | TOWN OF JUPITER, FLORIDA |
| By:Town Clerk | By: |
| APPROVED AS TO FORN LEGAL SUFFICIENCY | A AND |
| By:Town Attorney | |
| By: Lewing Town Clerk | TOWN OF LAKE PARK, FLORIDA By: Mayor |
| APPROVED AS TO FORM LEGAL SUFFICIENCY By: | AND |
| ATTEST: | TOWN OF MANGONIA PARK, FLORIDA |
| By:Town Clerk | By:Mayor |
| APPROVED AS TO FORM LEGAL SUFFICIENCY | R2006 .0512 WAR 14 2006 |
| By:Town Attorney | |

| ATTEST: | TOWN OF JUPITER, FLORIDA |
|--|--|
| By: | By:Mayor |
| rown Clerk | Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By:Town Attorney | |
| | |
| ATTEST: | TOWN OF LAKE PARK, FLORIDA |
| Ву: | Bv. |
| Town Clerk | By:Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | |
| By: Town Attorney | |
| ATTEST: | TOWN OF MANGONJA PARK, FLORIDA |
| By: Sherry Albuny Town Cloub | By: |
| Sherry Albury, Town Clerk | William H. Albury, III, Mayor |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | 12.00 ± 0 |
| By: Keith W. Davis, Town Attorney | a wound of |
| R 2 0 | 06 0512 |
| | MAR 1 4 2000 |
| 2161 | 12 |

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

Bv:

Carrie E. Ward, MMC City Clerk

Michael D. Brown, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Pamala H. Ryan, City Attorney

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