

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 14, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:	Engineering & Public Works
Submitted By:	Engineering & Public Works
Submitted For:	Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file an interlocal agreement (ILA) between Palm Beach County (County) and the City of West Palm Beach (City) dated March 24, 2022, for the installation and maintenance of decorative art wrap on traffic signal control cabinets located within the City’s municipal limits; and

B) adopt an assignment, assumption, and consent agreement (Assignment) with the City and the West Palm Beach Downtown Development Authority (DDA) for the ILA.

SUMMARY: In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The ILA was executed by the County Engineer on March 24, 2022, per Resolution R2019-0481. Approval of the Assignment will allow the ILA with the City to be assigned to the DDA. Districts 2 & 7 (YBH)

Background and Justification: Resolution R2019-0481 delegates authority to the County Administrator or designee to enter into decorative art wrap interlocal agreements on behalf of the Board of County Commissioners. The County Administrator designated authority to the County Engineer on May 22, 2019. The City wishes to assign the ILA to the DDA, and the DDA will assume all rights, duties, and obligations of the ILA.

- Attachments:**
- Location Sketch
 - ILA with the City
 - Assignment with the City and the DDA (3)

Recommended By: <small>YBH/TEL</small>	<i>MEL</i> <i>ma gule David L. Kelly</i>	<i>5/9/22</i>
	County Engineer	Date
Approved By:	<i>[Signature]</i>	<i>5/25/22</i>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
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 POSITIONS (Cumulative)					

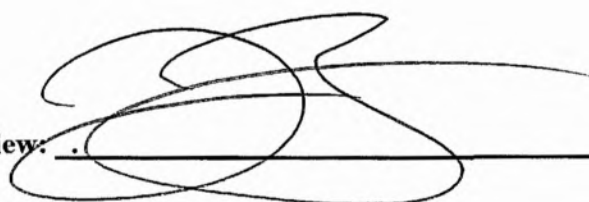
Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

****This item has no fiscal impact. Receive and File an Interlocal Agreement with the City of West Palm Beach for the installation and maintenance of decorative art wraps on traffic control cabinets. Interlocal agreement has been approved by the BCC on 9/10/2020, per Resolution R2019-0481



C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 5/11/22
 5/11/22 OFMB JAS/11/22

[Signature] 5/19/22
 Contract Dev. and Control

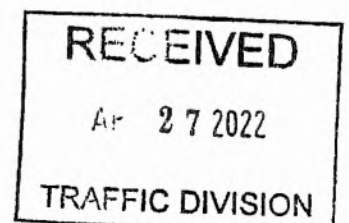
B. Approved as to Form and Legal Sufficiency:

[Signature] 5/25/22
 Assistant County Attorney

C. Other Department Review:

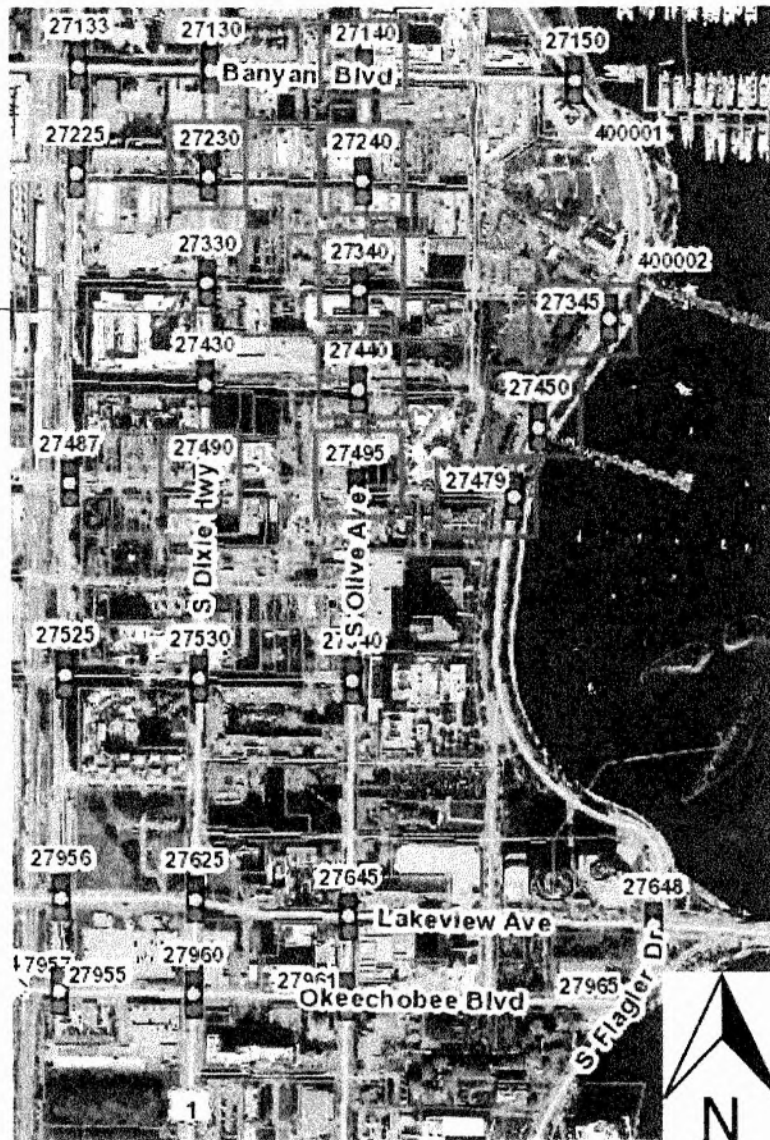
 Department Director

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



Proposed Art Wrap Locations

Project Locations



INTERLOCAL AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF DECORATIVE ART WRAP ON TRAFFIC SIGNAL CONTROL CABINETS AT CERTAIN LOCATIONS BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH.

THIS INTERLOCAL AGREEMENT (AGREEMENT), is made and entered into this 24th day of March, 2022 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the CITY OF WEST PALM BEACH (APPLICANT), a Florida municipal corporation, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 its successors, agents, and assigns (individually Party or collectively Parties).

WITNESSETH:

WHEREAS, the COUNTY and the APPLICANT entered into an interlocal agreement, dated July 9th, 1985 (R85-1067), as amended, pursuant to which, the APPLICANT transferred certain traffic control functions and duties to the COUNTY (TRAFFIC ENGINEERING SERVICES AGREEMENT); and

WHEREAS, pursuant to the TRAFFIC ENGINEERING SERVICES AGREEMENT, the COUNTY is responsible for the installation and maintenance of traffic signals, traffic signal support structures, traffic markings, and traffic signal control cabinets at signalized intersections within the APPLICANT's municipal limits; and

WHEREAS, the APPLICANT wishes to affix a decorative art wrap (WRAP) on the following COUNTY maintained traffic signal control cabinets:

1. # 27140 (Olive Avenue and Banyan Boulevard)
2. # 27230 (Clematis Street and Dixie Highway)
3. # 27345 (Datura Steet and Flagler Drive)
4. # 27240 (Olive Avenue and Clematis Street)
5. # 27340 (Olive Avenue and Datura Street)
6. # 27440 (Olive Avenue and Evernia Street)
7. # 27490 (Fern Street and Dixie Highway)
8. # 27495 (Olive Avenue and Fern Street)
9. # 27479 (Flagler Drive and Fern Street)
10. # 27450 (Flagler Drive and Evernia Street)

that are all located within the APPLICANT's right-of-way (collectively SIGNAL CABINETS); and

WHEREAS, the placement of WRAP on SIGNAL CABINETS integrates civic art with public infrastructure; and

WHEREAS, the COUNTY believes that the efforts by the APPLICANT to integrate civic art with public infrastructure serve a public purpose and enhances the appearance of right-of-way adjacent to public roads; and

WHEREAS, the COUNTY and the APPLICANT wish to enter into an AGREEMENT to establish the criteria and requirements associated with the installation and maintenance of WRAP on SIGNAL CABINETS.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The APPLICANT will present the WRAP to the COUNTY for its review and approval. The APPLICANT assumes full responsibility for the content of the WRAP and shall follow the recommendations of the COUNTY. Advertising shall not be permitted on the WRAP under any circumstances.
3. APPLICANT will provide the COUNTY with ten (10) calendar days-notice, prior to the installation of WRAP on SIGNAL CABINETS.
4. WRAP shall be installed in such a manner as to not interfere with the operation and maintenance of the SIGNAL CABINETS.
5. WRAP shall be installed in such a manner as to not obstruct the access and ventilation of the SIGNAL CABINETS, including but not limited to hinges, lock mechanism, door handle, and cabinet vents.
6. WRAP shall comply with all applicable standards and regulations, including but not limited to, the Florida Department of Transportation Design Manual, as amended.
7. The COUNTY is not responsible for damage to WRAP caused by the COUNTY'S operations or maintenance in or around the SIGNAL CABINETS.
8. WRAP shall be made of quality vinyl material and ink, shall be graffiti and sticker resistant, and removable.
9. The APPLICANT is solely responsible for all costs associated with installation, maintenance, replacement and removal of WRAP.
10. The APPLICANT is solely responsible for restoring the SIGNAL CABINET to its

original condition.

11. The COUNTY shall have the right to remove or request that the APPLICANT remove the WRAP. When feasible, the COUNTY will provide the APPLICANT thirty (30) calendar days-notice that WRAP must be removed.

12. Under no circumstances shall the COUNTY incur any cost related to the WRAP.

13. Should the COUNTY remove the WRAP under any circumstance, the APPLICANT shall be responsible for all costs. The COUNTY will forward any and all costs associated with the removal of the WRAP to the APPLICANT. The APPLICANT will not be permitted to install any additional WRAP on any SIGNAL CABINETS until any and all outstanding costs have been reimbursed to the COUNTY.

14. This AGREEMENT may be canceled by the COUNTY or the APPLICANT for any reason after sixty (60) days written notice has been provided to the other Party. Upon receipt of written notification, all WRAP will be removed from SIGNAL CABINETS and the COUNTY shall be relieved of any further obligation.

15. **Insurance.** Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, (STATUTE), the APPLICANT represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the APPLICANT is not self-insured, then APPLICANT shall, at its sole expense, maintain in full force and effect at all times during the term of this AGREEMENT, liability coverage with limits not less than those contained in the STATUTE. Should the APPLICANT purchase excess liability coverage, the APPLICANT agrees to include the COUNTY as an Additional Insured. The APPLICANT agrees to maintain coverage, or to be self-insured for Workers' Compensation in accordance with Chapter 440, Florida Statutes. When requested, the APPLICANT shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the APPLICANT of its liability obligations under this AGREEMENT.

Should the APPLICANT contract with a third-party (CONTRACTOR) to perform any service related to this AGREEMENT, the APPLICANT shall require the CONTRACTOR to provide the following minimum insurance on a primary and non-contributory basis as applicable:

- a Commercial General Liability insurance with minimum limits of \$500,000 each occurrence. Such policy shall be endorsed to include the APPLICANT

and the COUNTY as Additional Insureds. The APPLICANT shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

- b. Business Automobile Liability insurance Liability insurance at a limit of liability not less than \$500,000 each accident.
- c. Workers' Compensation coverage in compliance with Chapter 440, Florida Statutes. Such policy shall include coverage for Employer's Liability.

16. **Notices.** All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of the COUNTY and APPLICANT:

COUNTY: Palm Beach County Engineering and Public Works Department
Attn: Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director
P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

APPLICANT: City of West Palm Beach
Attn: City Administrator
401 Clematis Street
West Palm Beach, FL 33401

With a copy to: City Attorney
City of West Palm Beach
P.O. Box 3366
West Palm Beach, Florida 33402-3366

17. **Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof be 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.

18. **Entire Agreement.** This AGREEMENT represents the entire understanding

between the Parties regarding WRAP on SIGNAL CABINETS, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this AGREEMENT.

19. **Legal Fees.** Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective Parties.

20. **Venue.** This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Venue for any legal actions necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

21. **Records.** The COUNTY and APPLICANT shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT for at least five (5) years after completion of WRAP installation or termination of this AGREEMENT..

22. **Indemnification.** The APPLICANT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during, or as a result of the APPLICANT's performance of the terms of this AGREEMENT, or due to the acts or omissions of the APPLICANT. The APPLICANT's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

23. **Non-Discrimination.** The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in R2017-1770, as amended.

24. **Contractual Relationship.** The APPLICANT is, and shall be, in the performance

of all work, services and activities under this AGREEMENT an independent contractor and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the APPLICANT's sole direction, supervision, and control. The APPLICANT shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The APPLICANT's relationship and the relationship of its employees, agents or contractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

25. **Counterparts.** This AGREEMENT, including any exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same. The COUNTY may execute the AGREEMENT through electronic or manual means. The APPLICANT shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

26. **Legal Compliance.** The APPLICANT shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The APPLICANT further agrees to include this provision in all contracts issued as a result of this AGREEMENT.

27. **Convicted Vendor List.** As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the APPLICANT shall have its contractors certify that their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

28. **Preparation of the Agreement.** The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construal, be construed more severely against one of the Parties than the other.

29. **Assignment.** Neither the COUNTY nor the APPLICANT shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

30. **Amendment.** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless

contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

31. **Inspector General.** The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPLICANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of COUNTY Code, Section 2-421 - 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.


32. **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 or employees of the COUNTY and/or the APPLICANT.

33. **Effective Date.** This AGREEMENT shall become effective immediately upon the execution by both Parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

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

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Motasem Al-Turk
Traffic Division Director

(APPLICANT Seal)

ATTEST:

By: Harini F. Cannon
City Clerk

CITY OF WEST PALM BEACH

By: Keith A. James
Mayor

CITY ATTORNEY'S OFFICE

Approved as to form and legality

By: [Signature]

APPROVED AS TO FORM AND
AND LEGAL SUFFICIENCY

By: _____


(Print Name & Title)

APPROVED AS TO TERMS
AND CONDITIONS

By: _____


(Print Name & Title)

ATTEST:

By: 

Witness

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

By: 

David L. Ricks, P.E.
County Engineer

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Yelizaveta B. Herman
Assistant County Attorney

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“Assignment”) is made as of this _____ day of _____ 2022, by and between the **CITY OF WEST PALM BEACH**, a Florida municipal corporation, having an address of 401 Clematis Street, West Palm Beach, Florida 33401 (“Assignor”), the **WEST PALM BEACH DOWNTOWN DEVELOPMENT AUTHORITY**, an independent special district established under the law of the State of Florida, with an address of 300 Clematis Street, Suite 200, West Palm Beach, Florida 33401, (“Assignee”) and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”).

WHEREAS, pursuant to this Assignment, Assignor has agreed to assign and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, the “Contract”, as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

WHEREAS, the County has agreed and consented to the assignment of the Contract according to the terms and conditions set forth herein by its execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Contract. The agreement to be assigned is the Interlocal Agreement for the Installation and Maintenance of Decorative Art Wrap on Traffic Signal Control Cabinets At Certain Locations between Palm Beach County and the City of West Palm Beach (R_____ - _____) dated 03/24 / 2022 (“Contract”).

Section 2. Assignment and Effective Date. Assignor hereby conveys, transfers and assigns its rights, title and interest in, to, and under the Contract to Assignee, as of ____ day of _____, 20__ (hereinafter the “Effective Date”), including all of Assignor’s rights and obligations, and Assignee hereby assumes all of Assignor’s rights and obligations, in, to and under the Contract with County, subject to the County’s permission.

Section 3. Assignee’s Acceptance and Assumption. Assignee hereby accepts the assignment to it of Assignor’s rights, title and interest in, to, and under the Contract and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the Assignor under the Contract, effective as of and beginning on, the Effective Date (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment) and Assignee hereby assumes and agrees to pay all debts, obligations, and liabilities of Assignor under the Contract that accrue on or after the Effective Date

of this Assignment (and not the result of a violation, breach, or failure to perform occurring prior to the Effective Date of this Assignment). Assignee shall assume all responsibility for any warranty or guarantee under the Contract which assumption shall include the guarantee or warranty of the performance of the Contract in full, regardless of the date Assignee began performance.

Section 4. No Waiver or Release. Notwithstanding any other clause or provision in this Assignment, this Assignment is not intended to act as a release, waiver or relinquishment of any claims, demands, warranties, damages, causes of action or rights of County relating to Assignor and all such rights are reserved by County and shall remain notwithstanding this Assignment, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Assignor existing prior to the Effective Date of this Assignment.

Section 5. Hold Harmless and Indemnity. In the event County is made a party to an action between Assignee and Assignor, or involving any third-party, arising out of this Assignment, the Assignee and the Assignor each agree to protect, defend, reimburse, indemnify, and hold the County, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial, or appellate levels, or otherwise arising during, and as a result of the Assignee's and Assignor's performance of the terms of this Assignment, or due to the acts or omissions of the Assignee and Assignor. The Assignee and Assignor's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity under Section 768.28, Florida Statutes.

Section 6. Appointment. Assignor hereby irrevocably appoints Assignee, its successors and assigns, as the attorney and agent of Assignor, in Assignor's name and stead, to enforce the provisions of the Contract beginning on the Effective Date.

Section 7. Acknowledgement. By signing below, the County agrees, subject to the terms of this Assignment, to Assignor's assignment of all of its rights and obligations under the Contract beginning on the Effective Date. The County acknowledges that Assignor and Assignee are relying on this consent in connection with this Assignment. Assignor acknowledges its continuing responsibilities as set forth in this Assignment.

Section 8. Notices. Beginning on the Effective Date, any and all notices required under the Contract will be delivered to Assignee, at:

West Palm Beach Downtown Development Authority
Attn: Executive Director

300 Clematis Street, Suite 200
West Palm Beach, Florida 33401-5322

With Copy to: R. Max Lohman, Jr.
601 Heritage Drive
Suites 232-232A
Jupiter, Florida 33458

Section 9. Consent. The County's consent is effective when this Assignment has been executed by all parties and approved by the Board of County Commissioners.

Section 10. Authority. The undersigned signatory for Assignor does hereby attest and affirm that he has the current lawful authority to execute this Assignment on behalf of the Assignor and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

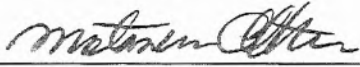
Section 11. Ratification. Except as expressly modified herein, the Contract is hereby ratified, confirmed and remains in full force and effect.

Section 12. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.

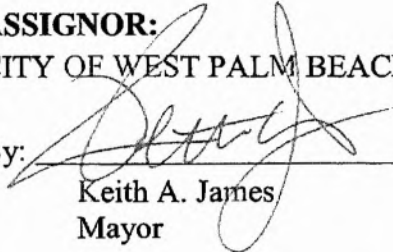
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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Assignment to be executed as of the day first above written.

COUNTY:
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Motasem Al-Turk
Traffic Division Director

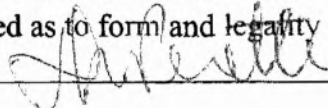
ASSIGNOR:
CITY OF WEST PALM BEACH

By: 
Keith A. James
Mayor

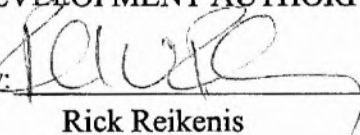
ATTEST:

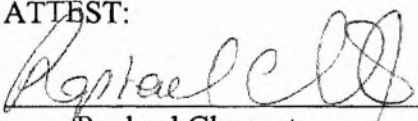
City Clerk

Date: 12/14, 2021

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: 

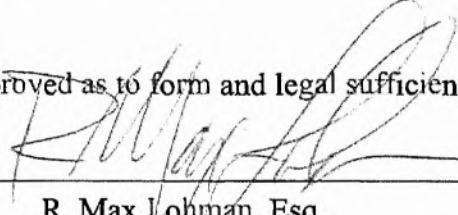
ASSIGNEE:
WEST PALM BEACH DOWNTOWN
DEVELOPMENT AUTHORITY

By: 
Rick Reikenis
Chair

ATTEST:

Raphael Clemente
Executive Director

Date: February 23, 2021

Approved as to form and legal sufficiency

By: 
R. Max Lohman, Esq.
General Counsel

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney