

**INTERLOCAL AGREEMENT
BETWEEN THE
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

This is an Interlocal Agreement between the School Board of Palm Beach County, Florida (the "SBPBC"), and the School Board of Broward County, Florida (the "SBBC") for reimbursement of costs related to the development of a wireless spectrum allocation plan by Cornerstone Wireless Communications, L.L.C.

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 SBPBC and SBBC recognize the benefits to be derived by SBPBC utilizing the SBBC's wireless communication consultant thereby minimizing the duplication of efforts and overall cost; and

WHEREAS, the SBBC, a corporate body politic pursuant to the Constitution of the State of Florida, has entered into a contract with Cornerstone Wireless Communications, L.L.C. ("Cornerstone") dated April 18, 2006 a copy of which is attached hereto as Exhibit "A" ("Cornerstone Contract") to obtain a consulting and engineering activities associated with the transition coordination analysis and implementation plan (the "Plan") for the use of the School Board of Miami-Dade County, Florida's, SBBC's and SBPBC's wireless Educational Broadband Spectrum ("EBS").

WHEREAS, the SBPBC, a corporate body politic pursuant to the Constitution of the State of Florida, is willing to reimburse SBBC for a 1/3 share of the costs to be paid to Cornerstone for producing the Plan.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

Article I: General

1.01 The recitals set forth above are true and correct and are hereby made a part of this Agreement.

1.02 The Term of this Agreement shall expire on March 31, 2007.

Article II: Obligations of the SBBC

2.01 SBBC shall be responsible for paying when due the Cornerstone invoices pursuant to the Cornerstone Agreement. Upon receipt of each Cornerstone invoice, SBBC shall forward a copy to SBPBC along with a copy of the Cornerstone deliverable.

Article III: Obligations of the SBPBC

3.01 Within thirty (30) days following SBPBC's receipt of an invoice from SBBC for a Cornerstone deliverable, the SBPBC shall deliver to the SBBC a check in the amount of 1/3 of the Cornerstone invoiced amount, up to a maximum aggregate total of \$16,000.

Article IV: Termination

4.01 This Agreement may be terminated by either party at anytime for any reason whatsoever. If SBPBC terminates the Agreement prior to completion of Cornerstone, it shall remain liable for paying 1/3 of the costs incurred by SBBC prior to the termination. If SBBC terminates the Agreement any time prior to final completion of Cornerstone, SBPBC shall be liable only for 1/3 of costs invoiced by Cornerstone prior to the termination.

Article V: Miscellaneous

5.01 The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties acknowledge that the foregoing shall not constitute a waiver of sovereign immunity, nor a waiver of any defense either party may have under such statute, nor as consent to be sued by third parties.

5.02 Any notices under this agreement shall be faxed and sent by overnight delivery to the following persons and addresses:

SBBC: Superintendent of Schools
The School Board of Broward County,
Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Director, BECON
The School Board of Broward County,
Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

SBPBC: Chief Operating Officer
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Phone) (561) 357-7573
(Fax) (561) 357-7585

With a copy to: Manager, TEN

5.03 In the event an issue arises which cannot be resolved between SBBC's Director of BECON and SBPBC's Manager of TEN regarding a Cornerstone invoice or deliverable, the dispute shall be referred to the SBPBC's Chief Operating Officer and the SBBC's _____ who shall both make a good faith effort to resolve the dispute.

5.04 The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

5.05 This Agreement shall be construed by and governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Palm Beach County.

5.06 The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual

orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

5.07 The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

5.08 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.

5.09 This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

5.10 Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

5.11 Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

5.12 No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

5.13 Neither party 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 the other party based upon who drafted it.

5.14 A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County and Broward County pursuant to Section 163.01(11), Florida Statutes. This Agreement shall become effective when signed by the both the parties. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, this Agreement has been executed by the parties herein on the day and year first above written.

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
_____, Chairman

By: _____
Thomas E. Lynch, Chairman

ATTEST:

ATTEST:

_____, Superintendent

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

School Board Attorney

School Board Attorney