

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	<b>May 7, 2024</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Engineering &amp; Public Works</b>		
<b>Submitted By:</b>	<b>Engineering &amp; Public Works</b>		
<b>Submitted For:</b>	<b>Traffic Division</b>		

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: an interlocal agreement (Agreement) with the City of Boynton Beach (City), repealing and replacing interlocal agreement R83-1558 that was approved by the Board of County Commissioners on December 6, 1983, and providing for traffic control jurisdiction within the City by Palm Beach County (County).

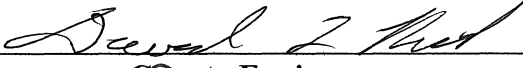

**SUMMARY:** Section 316.006(2) (a), Florida Statutes, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads, and provides that a municipality may, by interlocal agreement with a county, agree to transfer traffic regulatory authority (Authority) over areas within the municipality to the County. On December 6, 1983, the County and the City entered into interlocal agreement R83-1558 wherein the City transferred certain traffic control functions and duties to the County over certain signalized intersections and roads. The City now agrees to repeal and replace interlocal agreement R83-1558 with the Agreement to transfer Authority over all County maintained thoroughfare roadways and certain signalized intersections within the City's municipal boundaries to the County, as may be amended, and to outline certain operations and maintenance duties retained by the City. Districts 2, 4, and 7 (YBH)

**Background and Justification:** This Agreement repeals and replaces interlocal agreement R83-1558.

**Attachments:**

1. Interlocal Agreement with Exhibit A (3)

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<b>Recommended By:</b>		<u>4/15/2024</u>
	<b>County Engineer</b>	<b>Date</b>
<b>Approved By:</b>		<u>4/10/24</u>
	<b>Deputy County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
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)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?      Yes  No

Is this item using Federal Funds?      Yes  No

Is this item using State Funds?      Yes  No

**Budget Account No:**

Fund                      Dept                      Unit                      Object

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

**\*\*This item has no fiscal impact.**

**Note:** Interlocal agreement (Agreement) with the City of Boynton Beach (City), repealing and replacing interlocal agreement R1983-1558 that was approved by the Board of County Commissioners on December 6, 1983, and providing for traffic control jurisdiction within the City by Palm Beach County (County).

C. Departmental Fiscal Review: *Danny Ramdasingh*

**III. REVIEW COMMENTS**

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

*Lina Matis 4/4/24*  
OFMB      *JA 4/4 MD4/4*

*Brenda Mack 4/5/24*  
Contract Dev. and Control  
*4/8/24*

**B. Approved as to Form and Legal Sufficiency:**

*MB/c 4/9/24*  
Assistant County Attorney

**C. Other Department Review:**

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

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

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH PROVIDING FOR CERTAIN TRAFFIC CONTROL AUTHORITY WITHIN THE CITY OF BOYNTON BEACH BY PALM BEACH COUNTY.**

**THIS INTERLOCAL AGREEMENT (AGREEMENT)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, 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 Boynton Beach, a municipal corporation of the State of Florida (CITY) (individually Party or collectively Parties).

**WITNESSETH:**

**WHEREAS**, the COUNTY and the CITY are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

**WHEREAS**, Section 316.006(2)(a), Florida Statutes, as amended, vests municipalities with traffic control jurisdiction over all streets and highways located within their boundaries, except state roads; and

**WHEREAS**, Section 316.006(2)(c), Florida Statutes, as amended, provides that the CITY may, by interlocal agreement with the COUNTY, agree to transfer traffic regulatory authority (AUTHORITY) over areas within the CITY to the COUNTY as described herein; and

**WHEREAS**, on December 6<sup>th</sup>, 1983, the COUNTY and the CITY entered into an interlocal agreement (R83-1558) (TRAFFIC CONTROL AGREEMENT) wherein the CITY transferred certain traffic control functions and duties to the COUNTY over certain roads and signalized intersections; and

**WHEREAS**, the CITY has expanded its boundaries and its AUTHORITY currently extends over certain COUNTY roadways that are not covered by the TRAFFIC CONTROL AGREEMENT; and

R24-001

**WHEREAS**, the Palm Beach County Comprehensive Plan Thoroughfare Right of Way Identification Map, as may be amended, depicts a network of roadways required to meet future traffic demands, with some roadways maintained by the State or the COUNTY, and some by municipalities (collectively, THOROUGHFARES); and

**WHEREAS**, the COUNTY maintained roadways are depicted in the Palm Beach County Road Atlas, as may be amended; and

**WHEREAS**, the CITY agrees to transfer, and the COUNTY agrees to accept AUTHORITY over all COUNTY maintained THOROUGHFARES within the CITY's municipal boundaries; and

**WHEREAS**, the CITY agrees to transfer, and the COUNTY agrees to accept, certain maintenance and operations responsibilities over certain existing traffic control devices and certain new traffic signals on CITY maintained road rights-of-way; and

**WHEREAS**, the CITY and COUNTY believe public interest will be best served by the Parties entering into this AGREEMENT.

**NOW, THEREFORE**, in consideration of the mutual obligations and undertakings, the Parties do hereby covenant, and decree as follows:

The above recitations are true and correct and incorporated herein.

#### Section 1. Purpose

The purpose of this AGREEMENT is to:

- a. Repeal and replace the TRAFFIC CONTROL AGREEMENT; and
- b. Provide the COUNTY with AUTHORITY over all COUNTY maintained THOROUGHFARES within the CITY municipal boundaries; and
- c. Provide the COUNTY with certain maintenance and operations responsibilities over certain traffic signals on CITY maintained roads.

#### Section 2. Repeal of TRAFFIC CONTROL AGREEMENT (R83-1558)

The TRAFFIC CONTROL AGREEMENT is hereby repealed in its entirety and replaced by this AGREEMENT.

Section 3. COUNTY AUTHORITY and Responsibilities

a. COUNTY Maintained THOROUGHFARES

- i. Subject to the limitation in this Section 3, the CITY agrees to transfer, and the COUNTY agrees to accept, AUTHORITY over all COUNTY maintained THOROUGHFARES within the CITY's municipal boundaries. To the extent that the CITY annexes a right-of-way within the limits of a COUNTY maintained THOROUGHFARES, such annexed right-of-way shall be included in this AGREEMENT. However, on COUNTY maintained THOROUGHFARES, the COUNTY does not accept any maintenance responsibility for any traffic control device, such as pavement markings, signs, and traffic signals, that was not approved by the County Engineer (UNWARRANTED DEVICES). UNWARRANTED DEVICES may be removed by the COUNTY.
- ii. Subject to the limitations in this Section 3, pursuant to its AUTHORITY over COUNTY maintained THOROUGHFARES, the COUNTY may place and maintain such traffic control devices which conform to the Manual on Uniform Traffic Control Devices (MUTCD) and specifications of the Florida Department of Transportation, as COUNTY shall deem necessary to indicate and carry out the provisions of Chapter 316, Florida Statutes, or to regulate, warn, or guide traffic.

b. CITY Maintained Roads

- i. The CITY agrees to transfer, and the COUNTY agrees to accept, AUTHORITY over the existing traffic signals listed in **Exhibit A**, and the related traffic signs and pavement markings (collectively, EXISTING DEVICES), all of which are located on CITY maintained roads. The CITY agrees to be responsible for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of EXISTING DEVICES, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the CITY in advance of such work. Payments are to be made by the CITY within sixty (60) days from the date of the COUNTY invoice.
- ii. The CITY agrees to transfer, and the COUNTY agrees to accept and perform, certain functions and duties on CITY maintained roads, as follows:

- a. Maintain and operate traffic signals at signalized intersections, including related traffic signs and pavement markings (collectively TRAFFIC CONTROL DEVICE(S)), only if the TRAFFIC CONTROL DEVICE is warranted according to the MUTCD, as determined by the County Engineer, and as may be installed after the Effective Date. Such warranted TRAFFIC CONTROL DEVICES shall be considered included in this AGREEMENT.
- c. The Parties understand and agree that all rights and powers, as may be vested in the CITY pursuant to Chapter 316, Florida Statutes, and any other law, ordinance, or City Charter provision, that are not specifically transferred to the COUNTY under this AGREEMENT, shall be retained by the CITY. The Parties further understand and agree that the CITY is not transferring any of its traffic enforcement functions, rights, or duties by the execution of this AGREEMENT, and the CITY shall fully retain such traffic enforcement functions, rights, and duties, together with all right of enforcement of CITY traffic ordinances or State traffic laws.

#### Section 4. CITY Intersections

- a. At the intersections of only CITY maintained roads or intersections of CITY maintained roads with privately maintained roads, the CITY agrees to be responsible for any and all costs related to the design and installation of any TRAFFIC CONTROL DEVICE to be installed after the Effective Date, and for all costs incurred by the COUNTY related to any modification, upgrade, and/or replacement of any TRAFFIC CONTROL DEVICE, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the CITY in advance of such work.
- b. At the intersections of CITY and COUNTY maintained roads, the CITY and COUNTY shall equally share all costs related to the design and installation of any TRAFFIC CONTROL DEVICE to be installed after the Effective Date, and shall equally share the costs incurred by the COUNTY related to any modification, upgrade, or replacement of any TRAFFIC CONTROL DEVICE incurred after the Effective Date, regardless of cause, provided that the estimated cost and scope of any such modification, upgrade, and/or replacement is submitted to and approved by the CITY in advance of such work.

- c. Payments are to be made by the CITY within sixty (60) days from the date of the COUNTY invoice.

#### Section 5. Transfer of Ownership of Traffic Control Devices

- a. With the exception of UNWARRANTED DEVICES installed prior to the Effective Date, the CITY hereby transfers ownership to the COUNTY of all traffic control devices, if any, installed within and owned by the CITY on COUNTY maintained THOROUGHFARES, the EXISTING DEVICES pursuant to Section 3.b.i above, and the TRAFFIC CONTROL DEVICES which are included in this AGREEMENT under Section 3.b.ii.a above.
- b. Ownership of UNWARRANTED DEVICES installed prior to the Effective Date remains with the CITY.

#### Section 6. Termination

This AGREEMENT may be cancelled by COUNTY or CITY upon formal written notice given at least ninety (90) days prior to the next succeeding October 1<sup>st</sup> and said October 1<sup>st</sup> shall be the effective date of such cancellation.

- a. Upon termination and at the discretion of the COUNTY, traffic control devices on COUNTY maintained THOROUGHFARES may be (1) purchased by the CITY or (2) removed by the COUNTY at the CITY's expense.
- b. If the CITY desires to purchase COUNTY's traffic control devices, CITY shall pay the COUNTY for the COUNTY's original incurred cost thereof, as determined by the County Engineer, including installation charges, minus a depreciation factor of one-tenth (1/10) of the original cost per year to be deducted from such cost. In no event, however, shall the payment be less than thirty percent (30%) of the COUNTY's original cost of installation. The CITY is to submit the purchase payment within sixty (60) days from the date of termination. If the CITY does not desire to purchase the COUNTY's traffic control devices, the COUNTY shall remove the traffic control devices and the CITY shall pay the COUNTY for all actual costs to remove the traffic control devices, within sixty (60) days from the date of the COUNTY invoice.
- c. Upon termination, TRAFFIC CONTROL DEVICES owned prior to the Effective Date of this AGREEMENT by the CITY, if any, and TRAFFIC CONTROL DEVICES at the intersections of CITY maintained roads shall become CITY property and subject to CITY

ownership and control thereafter.

#### Section 7. Effective Date

This AGREEMENT shall take effect on October 1, 2024.

#### Section 8. Filing

Upon execution by both Parties, a certified copy of this AGREEMENT shall be filed with the Clerk of Circuit Court in and for the COUNTY.

#### Section 9. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be inoperative, void, or otherwise invalid, such holding shall not affect the remaining portions of this AGREEMENT, and the same shall remain in full force and effect.

#### Section 10. Insurance

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, CITY and COUNTY represent that each is a political sub-division of the state subject to the limitations of Florida Statutes section 768.28 as amended. CITY and COUNTY each agree to maintain fiscally sound and prudent insurance programs with regard to their respective obligations under this AGREEMENT.

Should either CITY and/or COUNTY contract with a third-party to perform any service related to the AGREEMENT, CITY and/or COUNTY shall require the third-party to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$2,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include CITY and COUNTY as Additional Insureds.

#### Section 11. Indemnification

The CITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or



otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the CITY. The CITY's aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in Florida Statutes section 768.28 be waived. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, regardless of the nature or basis of the claim asserted.

Section 12. 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 COUNTY and the CITY:

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

CITY: City of Boynton Beach, Public Works & Engineering Department  
Attn: \_\_\_\_\_  
City Engineer  
P.O. Box 310  
Boynton Beach, FL 33425

With a copy to: City of Boynton Beach Attorney's Office  
Attn: Shawna Lamb, City Attorney  
100 E. Ocean Avenue  
Boynton Beach, FL 33425

### Section 13. 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.

### Section 14. Venue

This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Venue for any and all 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.

### Section 15. Records

The COUNTY and CITY 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 or termination of this AGREEMENT.

### Section 16. 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.

### Section 17. Contractual Relationship

The CITY 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 CITY's sole direction, supervision, and control. The CITY shall exercise control over the means and manner in

which its employees, agents or contractors perform the work in all respects. The CITY'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.

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement, nor representation.

The COUNTY 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 CITY. 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 COUNTY's sole direction, supervision, and control. The COUNTY shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The COUNTY's relationship and the relationship of its employees, agents or contractors to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The COUNTY does not have the power or authority to bind the CITY in any promise, agreement, nor representation.

#### Section 18. Legal Compliance

The Each Parties shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The Parties further agree to include this provision in all contracts issued as a result of this AGREEMENT.

#### Section 19. 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, each Party 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.

Section 20. 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 constraint, be construed more severely against one of the Parties than the other.

Section 21. Assignment

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

Section 22. 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.

Section 23. 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 CITY, 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.

Section 24. 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 CITY.

Section 25. Default/Cure

The Parties expressly covenant and agree that in the event either Party is in default of its obligations herein, the Party not in default shall provide to the Party in default, 30-day written notice to cure said default before exercising any of its rights as provided for in this AGREEMENT.

Section 26. 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 AGREEMENT. The COUNTY may execute the AGREEMENT through electronic or manual means. The CITY shall execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.

Section 27. Appropriations

COUNTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Board of County Commissioners. The CITY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the City Commission.


Section 28. E-VERIFY-Employment Eligibility

Each Party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Party's Consultants and subconsultants performing the duties and obligations of this AGREEMENT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as set forth herein.

COUNTY:

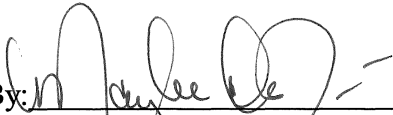
APPROVED AS TO  
TERMS AND CONDITIONS

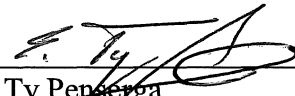
By:   
Motasem Al-Turk, P.E., Ph.D.  
Traffic Division Director

EXECUTED by the CITY this day of January 16 2024.


ATTEST:

CITY OF BOYNTON BEACH

By:   
Maylee De Jesus  
City Clerk

By:   
Ty Penserga  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Shawna Lamb  
City Attorney



EXECUTED by COUNTY this day of \_\_\_\_\_, 20\_\_\_\_.

(COUNTY Seal)

ATTEST:


JOSEPH ABRUZZO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER

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

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

By: \_\_\_\_\_  
Maria Sachs  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: ybh  \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

**Exhibit A**  
**EXISTING DEVICES**

<b>Intersection Number</b>	<b>East/West roadway</b>	<b>North/South roadway</b>	<b>Traffic Control Device Type</b>
43845	GATEWAY BLVD	VILLAGE N/VILLAGE S (fka Quantum Ln)	Full Signal
43850	GATEWAY BLVD	HIGH RIDGE RD	Full Signal
45525	GATEWAY BLVD	RENAISSANCE COMMONS BLVD/HAMPTON INN	Full Signal
45530	GATEWAY BLVD	PARK RIDGE BLVD	Full Signal
44500	GATEWAY BLVD	QUANTUM BLVD	Full Signal