



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b>*\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget	Yes <input type="checkbox"/>		No <input type="checkbox"/>		
Budget Acct Number(s):	Fund <u>N/A</u>	Dept. <u>N/A</u>	Unit <u>N/A</u>	Object <u>N/A</u>	<u>N/A</u>

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

C. Department Fiscal Review: Robert C. Bernal 9/23/08

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Administration Comments:

\* Fiscal impact is estimated at \$400 for installation and \$100 annually for maintenance.

Atwillhote 9.25.08  
OFMB  
*(Handwritten initials and date)*

[Signature] 9/25/08  
Contract Administration  
*(Handwritten signature and date)*

B. Legal Sufficiency:

Paul F. [Signature] 9/26/08  
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

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

**Background and Justification (continued from page 1)**

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF DELRAY BEACH REGARDING THE  
PLACING OF ANTENNA ON THE CITY'S TOWER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, (hereinafter "COUNTY"), and the **CITY OF DELRAY BEACH, FLORIDA, A MUNICIPAL CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA**, (hereinafter "CITY").

**WHEREAS**, the COUNTY and the CITY wish to bridge the digital divide regarding the provision of internet services; and

**WHEREAS**, the COUNTY wishes to place antenna on the CITY'S communications tower located at its police department in order to provide for free internet services for qualifying families; and

**WHEREAS**, the CITY agrees to allow the COUNTY to place its antenna at this location.

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

Section 1. The above recitations are true and correct and are incorporated herein.

Section 2. The CITY shall allow the COUNTY access to the tower, described in Exhibit "A", attached hereto, in order to place its antenna, described in Exhibit "B", attached hereto, on the tower at an approximate height of 65 feet.

Section 3. The COUNTY shall install the antenna, described in Exhibit "B" to the tower, at no cost to the CITY, and the COUNTY shall pay for any and all maintenance and repair costs for the antenna. The CITY shall pay for the daily utility cost incurred by the antenna. The COUNTY agrees that it shall immediately cease operation of its antenna if the CITY, in its sole discretion, requests the COUNTY to do so due to interference issues with the CITY'S network or interference with any other network where the provider is already located on the tower.

Section 4. **Area Subject to Agreement:** The terms of this Agreement shall apply to the communications tower located at the CITY'S Police Department, 300 West Atlantic Avenue, Delray Beach, FL.

Section 5. **Term:** This Agreement shall have an initial term of five years and may be renewed, upon mutual consent of both parties, for four 5 year renewal terms.

Section 6. **Indemnification:** In the event a claim or lawsuit is brought against the CITY, its

officers, employees, servants or agents, the COUNTY, to the extent set forth in Florida Statute 768.28 (\$100,000.00 per person/\$200,000.00 per claim) agrees to save, defend, reimburse, indemnify and hold harmless the CITY, its officers, employees, servants and agents from any and all claims, demands, damages liabilities, causes or actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising in any manner directly or indirectly caused.

The COUNTY'S aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the extent set forth in F.S. 768.28, but in no event shall they apply to liability caused by the negligence of the CITY, or its agents, servants employees or officers.

**Section 7. Notice of Complaints or Suits:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

**Section 8. Breach and Opportunity to Cure:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

**Section 9. Enforcement Costs:** To the extent permitted by law, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

**Section 10. Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the COUNTY:

Steve Bordelon, Director  
Palm Beach County Information Systems Services  
301 North Olive Ave., Room 801.9  
West Palm Beach, FL 33401

As to the CITY:

The City of Delray Beach

City Hall: 100 N.W. First Avenue  
Delray Beach, Florida 33444

Section 11. **Modification and 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.

Section 12. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action 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 given hereunder or now or hereafter existing at law or in equity or 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 13. **Joint Preparation:** 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 14. **Execution:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 16. **Termination:** This Agreement may be terminated by either party, with or without cause, upon thirty (30 ) days written notice to the other party.

Section 17. **Effective Date:** This Agreement shall take effect upon execution.

Section 18. **Compliance with Codes and Laws:** Each party agrees to abide by all laws, orders, rules, policies and regulations .

**IN WITNESS WHEREOF**, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Addie Greene, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

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

ATTEST:

CITY OF DELRAY BEACH

By: *Donald D. Nubian*  
City Clerk

By: *Rita Ellis*  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *R*  
Asst. City Attorney

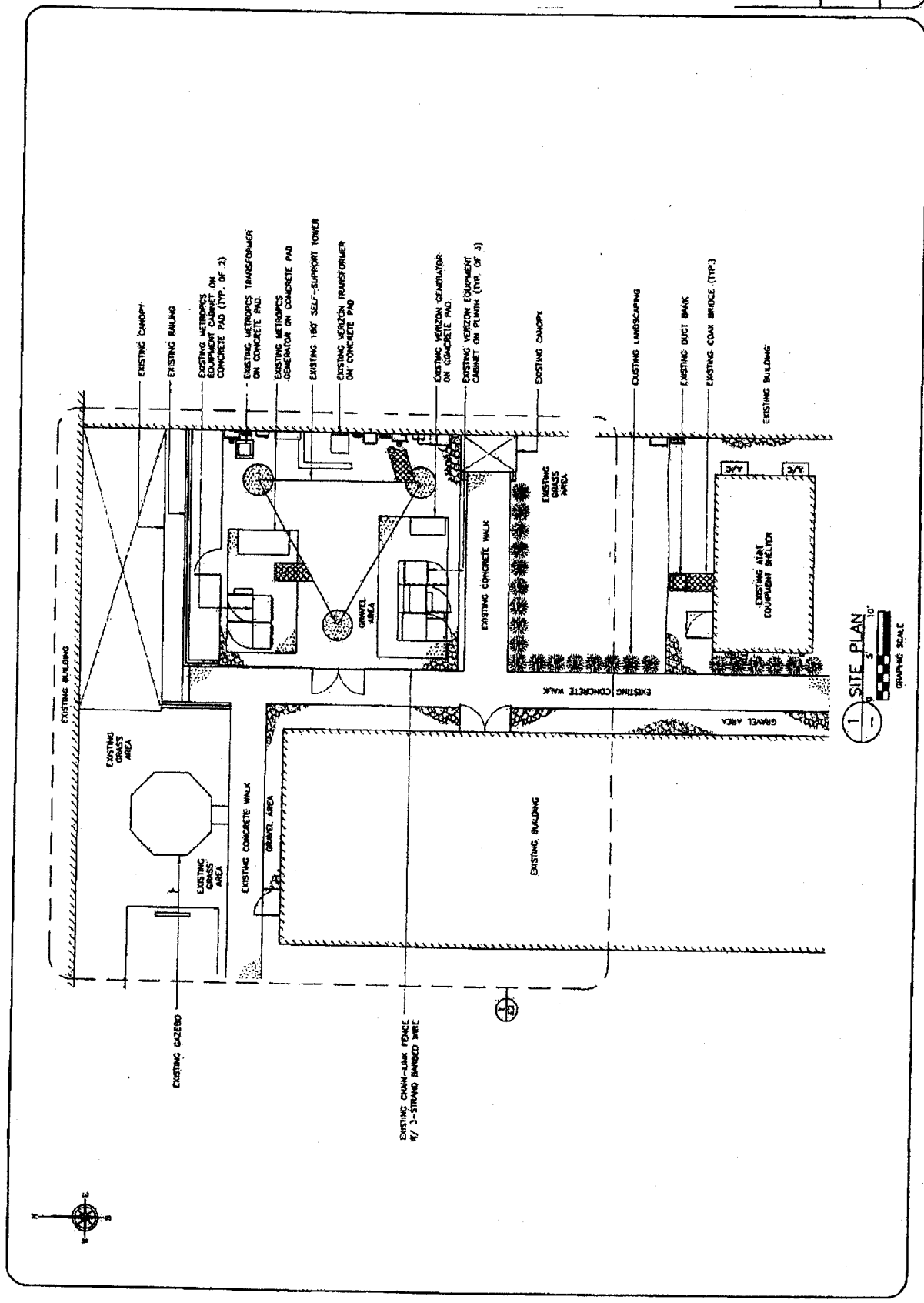
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DELRAY POLICE DEPARTMENT (88810)

300 W. ALBANY AVENUE DELRAY BEACH, FL 33444

SHEET NAME

SHEET NUMBER



## EXHIBIT "B"

## Specifications

## Electrical Specifications

<b>Frequency</b>	2400-2500 MHz
<b>Gain</b>	15 dBi
<b>Horizontal Beam Width</b>	180 degrees
<b>Vertical Beam Width</b>	+/- 10 degrees
<b>Impedance</b>	50 Ohm
<b>Max. Input Power</b>	300 Watts
<b>VSWR</b>	< 1.5:1 avg.
<b>Connector</b>	N Female
<b>Lightning Protection</b>	DC Short

## Mechanical Specifications

<b>Weight</b>	10 lbs. (4.54 Kg)
<b>Dimensions</b>	41 x 8.5 x 6.5 Inches (104 x 21.6 x 16.5 cm)
<b>Radome Material</b>	UV Epoxy Fiberglass
<b>Reflector Material</b>	Aluminum
<b>Mounting</b>	2 Inch (5 cm) O.D. pipe max.
<b>Operating Temperature</b>	-40° C to to 85° C (-40° F to 185° F)
<b>Polarization</b>	Vertical
<b>Down-tilt (mech)</b>	0 to 26 degrees (adjustable)
<b>RoHS Compliant</b>	Yes





**Information Systems Services**

301 N. Olive Avenue, 8th Floor  
West Palm Beach, FL 33401  
(561) 355-2823  
FAX: (561) 355-3482 (8th Floor)  
FAX: (561) 355-4120 (4th Floor)  
  
www.pbcgov.com




**Palm Beach County  
Board of County  
Commissioners**

- Addie L. Greene, Chairperson
- Jeff Koons, Vice Chair
- Karen T. Marcus
- Robert J. Kanjian
- Mary McCarty
- Burt Aaronson
- Jess R. Santamaria

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

 printed on recycled paper

June 2, 2008

Amanda Solomon  
Communications Systems Manager  
City of Delray Beach  
100 NW 1<sup>st</sup> Ave  
Delray Beach, FL 33444

Re: Utilization of City of Delray Beach Communications Tower

Dear Ms. Solomon

The Palm Beach County Information Systems Services (ISS) Department is currently working with the Palm Beach Broadband Task Force which is made up of six organizations: Palm Beach County Government, The School District of Palm Beach County, The Education Commission of Palm Beach County, Palm Beach Community College, Florida Atlantic University and South Florida Water Management District. The Task Force was convened by County Commissioner Mary McCarty to look at leveraging collective government infrastructure in Palm Beach County, both for the member organizations and municipalities and to also look at creating six Digital Divide "Seed" projects within the County.

The next targeted area for this deployment is in Delray Beach at SD Spady Elementary and the Village Academy. Palm Beach County ISS would like to investigate the possibility, as well as request your approval, to utilize the City of Delray Beach's Communications Tower. It is our intention to mount and operate a Cisco Wi-Fi Mesh Access Point and four associated antennas to provide client coverage and data backhaul for the identified wireless users in this area.

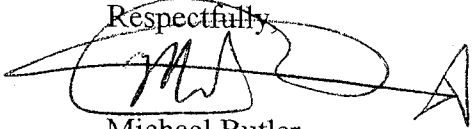
In order to move forward with this investigation we will need to obtain a copy of the most recent Structural Engineering Survey or Building & Designs Plans for this tower. This information will be used to determine if the existing structure will adequately accommodate the additional loading associated with the proposed additions.

I have attached the specifications for the Mesh Access Point and antennas for your review.

TO: Ms. Amanda Solomon  
RE: Utilization of Delray Beach's Communication Tower  
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Please notify me when the tower specifications are available and should you have any questions or need additional information please contact me at (561) 355-4601.

Respectfully,

A handwritten signature in black ink, appearing to be 'M. Butler', enclosed within a large, loopy scribble that also extends to the right.

Michael Butler  
Director ISS Network Services  
301 North Olive Ave  
West Palm Beach, FL 33401

c: Steve Bordelon, ISS Director  
Phil Davidson, Deputy Director, IT Operations, ISS