

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

Meeting Date:	November 16, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

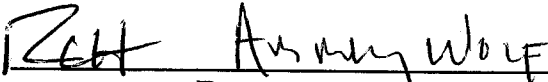
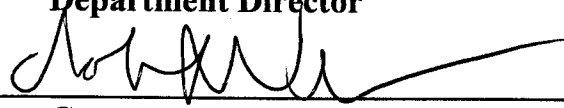
Motion and Title: Staff recommends motion to approve: a Termination of the Interlocal Agreement with the City of Boca Raton (R-87-335), relating to the reciprocal use of two communication towers, one owned by the City, and one owned by the County.

Summary: The County entered into an Interlocal Agreement with the City of Boca Raton on March 4, 1987, for the City's use of the County-owned Communication Tower located within the South County Administrative Complex and the County's use of the City-owned Public Works Facility Communications Tower. The Interlocal Agreement runs until cancelled and allows each party to use the other's tower rent free. Each party has removed its equipment and personal property from the others facility, and restored the premises to the satisfaction of the other. Both County and City Staffs agree that each has no further requirements to access the other's tower. **(PREM) Districts 4 & 5 (HJF)**

Background and Justification: Both parties have removed their equipment and surrendered the properties in acceptable condition to the other. On September 28, 2010, the City approved Resolution No. 133-2010 authorizing the Mayor and the City Clerk to execute the Termination of the Interlocal Agreement dated March 4, 1987.

Attachments:

1. Location Maps
2. Termination of Interlocal Agreement

Recommended By:	<u></u>	<u>10/21/10</u>
	Department Director	Date
Approved By:	<u></u>	<u>11/1/2010</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u> <i>* See below</i>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

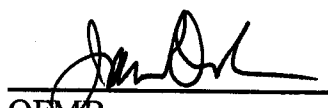
B. Recommended Sources of Funds/Summary of Fiscal Impact:

** No fiscal impact.*

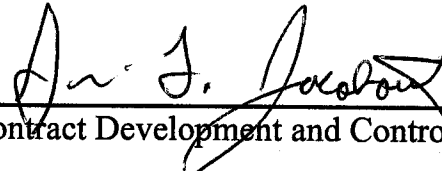
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:



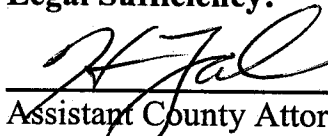
 OFMB



 Contract Development and Control

10/27/10 11/1/10

B. Legal Sufficiency:



 Assistant County Attorney

11/1/10

C. Other Department Review:

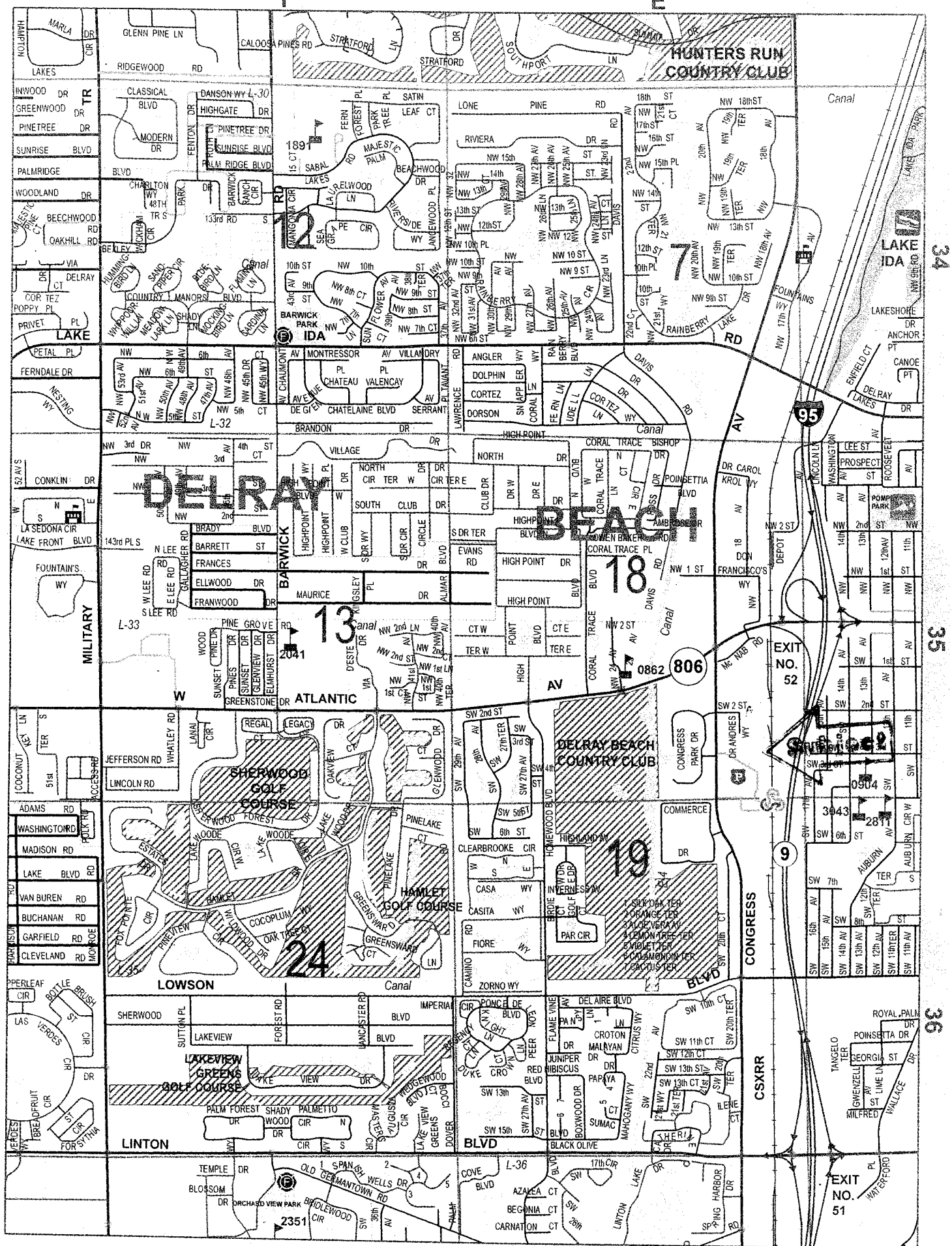
Department Director

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

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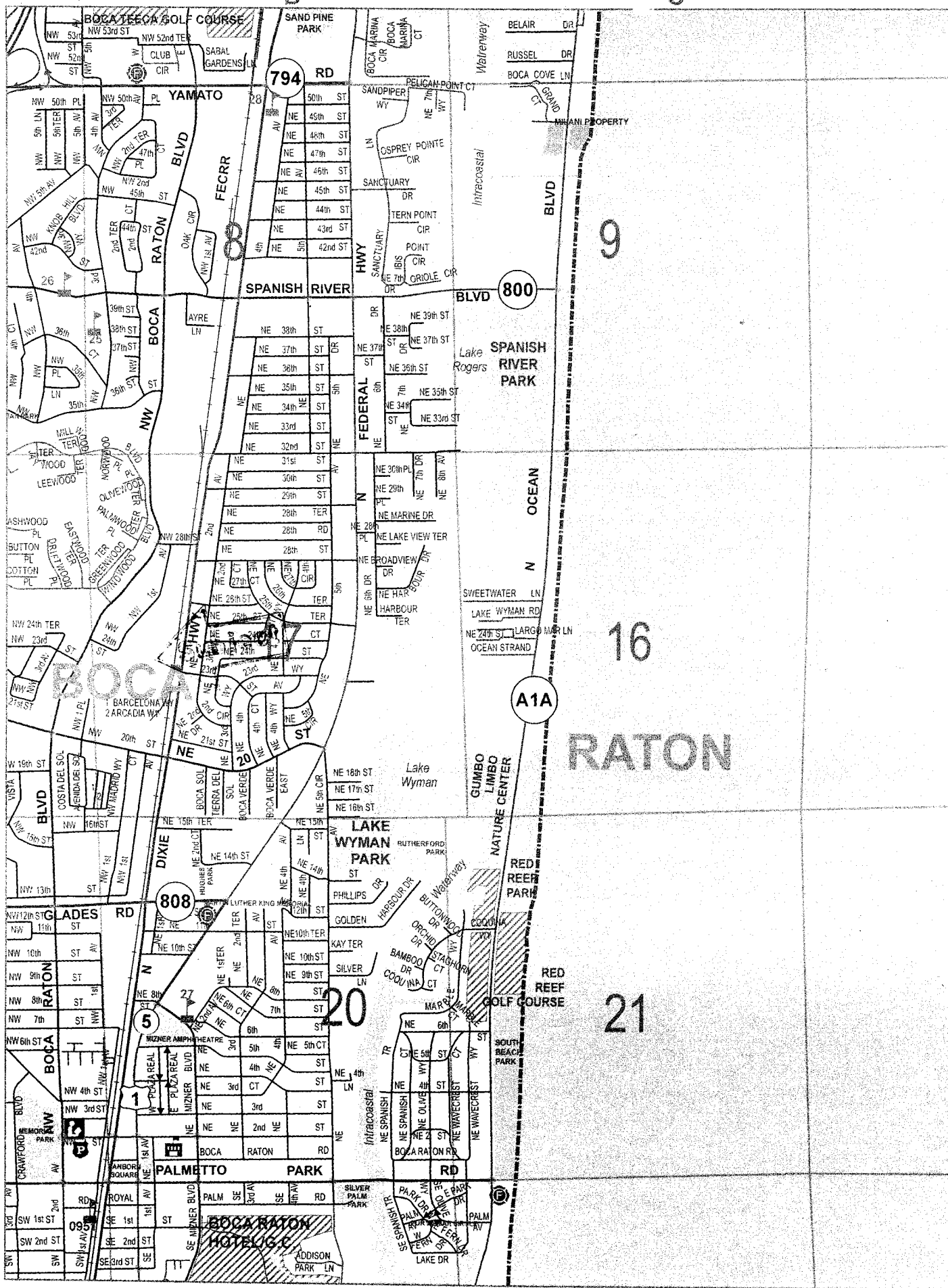
South County EMS Tower

LOCATION MAP

ATTACHMENT # /

D

C



D

C

Boca Raton Public Works Tower

LOCATION MAP



TERMINATION OF INTERLOCAL AGREEMENT

THIS TERMINATION OF INTERLOCAL AGREEMENT is made and entered into on _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and the **CITY OF BOCA RATON**, a Florida municipal corporation hereinafter referred to as "City".

WITNESSETH:

WHEREAS, County and City entered into that certain Interlocal Agreement dated March 4, 1987 (R-87-335), (referred to herein as the "Agreement") relating to the two communication towers as described therein; and

WHEREAS, the parties have agreed to terminate the Agreement.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County and City hereby terminate, cancel and extinguish the Agreement, and City hereby releases, relinquishes, and quit claims to County all right, title and interest of City in and to County's communication tower described in the Agreement as the South County Emergency Medical Services Tower, all improvements thereto, and any items of personalty located upon such property, and County hereby releases, relinquishes, and quit claims to the City all right, title and interest of County in and to the City's antenna tower described in the Agreement as the antenna tower located at the municipal Public Works Facility, all improvements thereto, and any items of personalty located upon such property
3. This Termination of Interlocal Agreement shall become effective upon approval and execution by all parties.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, County has executed this instrument on the date first above written and City upon the date set forth below.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

COUNTY:
PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
_____, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *Ruth Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY:

CITY OF BOCA RATON, FLORIDA,
a Florida municipal corporation

By: Susan S. Saxton
City Clerk

By: Susan Wheelchel
Susan Wheelchel, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Linda O'Malley
Diana Grub Frieser, City Attorney

Date: 9/30/2010

WITNESS:

Denise Carroll
Witness Signature

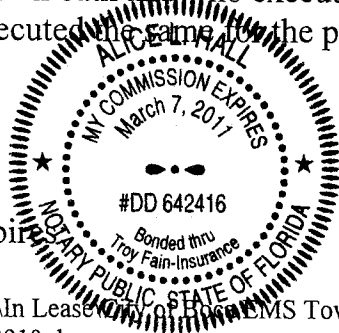
Denise Carroll
Print Witness Name

Vanessa Hines
Witness Signature

Vanessa Hines
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 30 day of September, 2010, before me personally appeared Susan Wheelchel, Mayor of the City of Boca Raton, personally known to me or who produced _____ as identification and who did () did not (✓) take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.



Alice L. Hall
Notary Public, State of Florida
Print Name Alice L. Hall
Commission No. DD 642416

My Commission Expires

G:\Property Mgmt Section\In Lease\City of Boca Raton\Boca EMS Tower\Termination 2010\Termination.002.HF
app.051410.rev.HFapp.090910.doc



RESOLUTION

133-2010

1 A RESOLUTION OF THE CITY OF BOCA RATON
2 AUTHORIZING THE MAYOR AND CITY CLERK TO
3 EXECUTE A TERMINATION OF INTERLOCAL
4 AGREEMENT WITH PALM BEACH COUNTY, FLORIDA;
5 PROVIDING FOR SEVERABILITY; PROVIDING FOR
6 REPEALER; PROVIDING AN EFFECTIVE DATE
7

8 WHEREAS, the City authorized by Resolution No. 29-87, the execution of an
9 Interlocal Agreement with Palm Beach County; and

10 WHEREAS, the City of Boca Raton and Palm Beach County, Florida desire to enter
11 into an agreement to terminate the Interlocal Agreement between the City of Boca Raton and
12 Palm Beach County, Florida; now therefore

13
14 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA
15 RATON:
16
17
18

Section 1. The City Council hereby approves the Termination of Interlocal Agreement with Palm Beach County, Florida; a copy of which is attached hereto as Exhibit A, and authorizes the Mayor and City Clerk to execute the Termination of Interlocal Agreement.

Section 2. If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 3. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.


Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Boca Raton this 28th
day of September, 2010.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Susan Saxton
Susan Saxton, City Clerk


Susan Whelchel, Mayor

itm
R10524

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN WHELCHER	✓	✓	
DEPUTY MAYOR SUSAN HAYNIE	✓	✓	
COUNCIL MEMBER ANTHONY MAJHESS	✓	✓	
COUNCIL MEMBER MICHAEL MULLAUGH	✓	✓	
COUNCIL MEMBER CONSTANCE J. SCOTT	✓	✓	

**Exhibit
A**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BOCA RATON FOR THE USE OF TOWER SPACE AND LAND AT THE SOUTH COUNTY EMERGENCY MEDICAL SERVICES TOWER IN DELRAY BEACH AND THE BOCA RATON PUBLIC WORKS FACILITY TOWER IN BOCA RATON

WHEREAS, the City of Boca Raton is presently utilizing space on the South County Emergency Medical Services tower in Delray Beach; and

WHEREAS, the City of Boca Raton is upgrading its Public Safety communications system and will require additional communications equipment be located at the South County Emergency Medical Services tower; and

WHEREAS, space on the Tower is available for the City of Boca Raton; and

WHEREAS, the City of Boca Raton will provide space on their Public Works Facility Tower for use by the Emergency Medical Services Division.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the Lease Agreement attached hereto and made a part hereof is approved and the Chairman is authorized to execute this same.

The foregoing Resolution was offered by Commissioner Wilken who moved its adoption. The motion was seconded by Commissioner Adams and upon being put to a vote, the vote was as follows:

CAROL ROBERTS, CHAIR	- AYE
KAREN T. MARCUS	- AYE
CAROL L. ELMQUIST	- AYE
DOROTHY WILKEN	- AYE
KENNETH M. ADAMS	- AYE

The Chair thereupon declared this resolution duly passed and adopted this 4th day of March, 1987.

APPROVED AS TO
FORM AND SUFFICIENCY

[Signature]
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

JOHN B. DUNKLE, Clerk
By *[Signature]*
Deputy Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT dated this 4th day of March, 1987, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the City of Boca Raton, a Florida municipal corporation, hereinafter referred to as the "CITY".

W I T N E S S E T H :

WHEREAS, the CITY desires to utilize the COUNTY'S South County Emergency Medical Services tower for placement of communications equipment; and

WHEREAS, the COUNTY desires to utilize the CITY'S antenna tower located at the CITY'S Public Works Facility; and

WHEREAS, the COUNTY and the CITY desire to enter into an interlocal agreement pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the reciprocal use of facilities will result in enhanced communications capabilities for both parties and substantial financial savings for both parties;

NOW THEREFORE, the parties agree as follows:

1. As to the COUNTY'S South County Emergency Medical Tower:

a. The COUNTY does hereby offer to the CITY the use of the South County Emergency Medical Services tower at an elevation of approximately 250 feet on the Southern most facing tower leg for a receive only antenna.

b. The COUNTY does hereby offer to the CITY the use of the South County Emergency Medical Services tower at an elevation of approximately 180 feet on the Southern most facing tower leg for a 2-gigahertz microwave transmit antenna.

c. The CITY will provide, at its sole expense, all costs of installation, repair, maintenance, operation and any other costs associated with the facilities and equipment serving the CITY, including any equipment or improvements necessary for its communications system, and all equipment and improvements of any kind

mounted on the tower shall require prior approval by the COUNTY before installation.

d. In addition to tower space, the CITY, at its own expense, shall be entitled to construct and maintain an addition to the current COUNTY transmitter building or a separate building adjacent to the proposed tower, the area of said building or addition not to exceed 100 square feet. The CITY shall have exclusive possession of these ground improvements for the duration of this Agreement, and at the termination thereof, all improvements shall become the sole possession and property of the COUNTY. All construction plans shall be approved by the COUNTY and prior to construction, the CITY shall provide to the COUNTY verification that the addition or separate building meets all applicable appropriate building and zoning regulations.

e. The CITY shall have the right to reasonable ingress and egress to the tower site and facilities on a twenty-four (24) hour basis for the duration of this agreement.

f. The CITY may be permitted to upgrade or change equipment located on the tower or associated with the tower antennas, subject to approval by the COUNTY based upon the technical compatibility and non-interference with other COUNTY-based functions.

g. The COUNTY shall make all reasonable efforts to protect the CITY from harmful interference generated from existing equipment located on the tower. The CITY shall make all reasonable efforts to protect the COUNTY from harmful interference generated from the CITY's equipment. Any questions relating to radio generated interference shall be resolved in favor of the COUNTY.

h. The COUNTY will make electrical power available to the CITY. Connection to the power supply shall be provided and made by the CITY.

2. As to the CITY'S antenna tower located at the municipal Public Works Facility:

a. The CITY does hereby offer to the COUNTY the use of

the CITY'S antenna tower located at the Public Works Facility for installation of paramedic/telemetry radio receiving equipment above the 270' level.

b. The COUNTY will provide, at its sole expense, all costs of installation, repair, maintenance, operation and any other costs associated with the facilities and equipment serving the COUNTY, including any equipment or improvements necessary for its communications system, and all equipment and improvements of any kind mounted on the tower shall require prior approval by the CITY before installation.

c. In addition to tower space, the COUNTY, at its own expense, shall be entitled to construct and maintain an addition to the CITY'S transmitter building or a separate building adjacent to the proposed tower, the area of said building or addition not to exceed 100 square feet. The COUNTY shall have exclusive possession of these ground improvements for the duration of this Agreement, and at the termination thereof, all improvements shall become the sole possession and property of the CITY. All construction plans shall be approved by the CITY and prior to construction, the COUNTY shall provide to the CITY verification that the addition or separate building meets all applicable appropriate building and zoning regulations.

d. The COUNTY shall have the right to reasonable ingress and egress to the tower site and facilities on a twenty-four (24) hour basis for the duration of this agreement.

e. The COUNTY may be permitted to upgrade or change equipment located on the tower or associated with the tower antennas, subject to approval by the CITY base upon the technical compatibility and noninterference with other CITY-based functions.

f. The CITY shall make all reasonable efforts to protect the COUNTY from harmful interference generated from existing equipment located on the tower. The COUNTY shall make all reasonable efforts to protect the CITY from harmful interference generated

from the COUNTY'S equipment. Any questions relating to radio generated interference shall be resolved in favor of the CITY.

g. The CITY will make electrical power available to the COUNTY. Connection to the power supply shall be provided and made by the COUNTY.

3. The rights and obligations of the parties shall not be assigned, pledged, or encumbered in any manner whatsoever without the prior written consent of the other by resolution of the governing body, which shall not be unreasonably withheld.

4. To the extent permitted by law, the COUNTY and the CITY agree to indemnify, defend, and hold the other harmless for any and all damages resulting from the other's intentional or negligent acts or omissions of any kind. However, nothing in this paragraph shall be construed as a waiver of the COUNTY'S or the CITY'S present or future sovereign immunity.

5. This Agreement may be modified, amended, or terminated within one hundred twenty (120) days notice to each party.

ATTEST:

JOHN B. DUNKLE, CLERK

By: Lina M. Helling
Deputy Clerk

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

By: Carl R. Roberts
Chairman, Board of County
Commissioners MAR 4 1987

RECEIVED AS TO BE
1. SUFFICIENTLY
2. SUFFICIENTLY

ATTEST:

By: Candace Bridgwater
Candace Bridgwater, City Clerk

THE CITY OF BOCA RATON, FLORIDA
BY ITS CITY COUNCIL: "CITY"

By: William A. Konrad
William A. Konrad, Mayor

Approved as to form:

Christine P. Tatum
Christine P. Tatum
Assistant City Attorney

AA6/03