

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

Meeting Date:	May 15, 2018	Consent [X] Public Hearing []	Regular []
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement (ILA) with the Village of Royal Palm Beach (Village) for the Co-location of Telemetry Facilities.


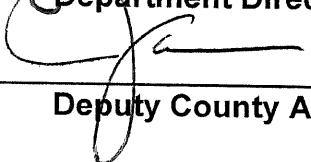
Summary: On February 28, 2006, the County entered into an Agreement for Purchase and Sale of Water and Wastewater Assets (Purchase Agreement) with the Village (R2006-0410). On April 27, 2006, the County and the Village entered into an associated Transition Agreement (R2006-2660). These agreements provided for the purchase by the County of the water and wastewater systems within the Village and established the County Water Utilities Department (WUD) as the service provider within the Village. Section 3.3 of the Purchase Agreement and Section 3 of the Transition Agreement obligate the Village to cooperate with the County in the use of Village property, privileges, easements, licenses, and/or prescriptive rights for the construction, reconstruction, installation, maintenance and operation of the purchased water and wastewater system.

On June 7, 2007, the Village entered into a lease agreement with Crown Communication, Inc., for the construction of a wireless communication tower and associated facilities on which the Village has the right to co-locate communications facilities. The lease agreement was subsequently amended on August 26, 2010, to provide assignment to Crown Castle South, LLC. WUD has determined a need to co-locate telemetry communication facilities on the tower in order to provide for the efficient delivery of water and wastewater services to Village residents and other WUD customers. Pursuant to the terms of the Purchase Agreement and Transition Agreement, the Village has agreed to allow the County to utilize its ability to co-locate communications facilities on the tower to facilitate the telemetry needs identified by WUD. The ILA provides for the terms and conditions under which the County will be permitted to utilize the Village's co-location area to install the necessary infrastructure. WUD will be responsible for providing the Village with any technical documentation necessary to support an application by the Village for co-location as required in the Village lease agreement. Any co-location on the communication tower is subject to approval of the application pursuant to the Village's lease agreement and the term of the ILA is concurrent with the term of the lease agreement. District 6 (MJ)

Background and Justification: WUD seeks to improve the telemetry communications within its existing water and wastewater service area in and around the Village. Pursuant to the lease agreement, the Village has the ability to co-locate communications facilities on an existing wireless communications tower within the Village. The Village has agreed to allow WUD to utilize its co-location area on the tower to install telemetry communication facilities, pursuant to approval of its application under the terms of the Village's existing lease agreement.

Attachments:

1. Three (3) Interlocal Agreements

Recommended By:	 Department Director	4-19-18 Date
Approved By:	 Deputy County Administrator	4/30/18 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
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 Income (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>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund <u>4011</u> Agency <u>721</u> Org. <u>Various</u> Object <u>Various</u>				

Is Item included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Reporting Category N/A

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

No fiscal impact

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 4/23/18
OFMB
4/23

[Signature] 4/13/18
Contract Development and Control
4/27/18

B. Legal Sufficiency:

[Signature] 4/29/17
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
VILLAGE OF ROYAL PALM BEACH FOR THE CO-LOCATION OF
TELEMETRY FACILITIES**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **VILLAGE OF ROYAL PALM BEACH, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "Village").

WITNESSETH

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, on April 27, 2006, the County purchased the water and wastewater system of the Village, thereby becoming the water and wastewater provider within the Village; and

WHEREAS, the terms of the County's purchase of the Village's water and wastewater system were memorialized in that Agreement for Purchase and Sale of Water and Wastewater Assets dated February 28, 2006 (County Resolution No. R2006-0410)("Purchase and Sale Agreement") and in that Transition Agreement dated April 27, 2006 (County Resolution No. R2006-2660)("Transition Agreement"); and

WHEREAS, pursuant to Section 3.2 of the Purchase and Sale Agreement, the Village conveyed to the County an approximately 15 acre site which contained the Village's wastewater treatment plant; and

WHEREAS, pursuant to Section 3.3 of the Purchase and Sale Agreement and Section 3 of the Transition Agreement, the Village agreed to cooperate with the County in the use of Village property, privileges, easements, licenses, and/or prescriptive rights for the construction, reconstruction, installation, maintenance and operation of the purchased water and wastewater system; and

WHEREAS, on June 7, 2007, the Village entered into a Lease Agreement with Crown Communication, Inc. ("Lease Agreement"), for the construction of a wireless communication tower and associated facilities (the "Tower") located adjacent to the 15 acre site referenced above; and

WHEREAS, on August 23, 2010, the Village, Crown Communication, Inc., and Crown Castle South, LLC entered into to a First Amendment to Lease Agreement and Assignment of Lease Agreement ("First Amendment/Assignment"), which made certain modifications to the Lease Agreement and assigned Crown Communication Inc.'s interest in

the Lease Agreement to Crown Castle South, LLC; and

WHEREAS, pursuant to Section 7(b) of the Lease Agreement, which was not modified by the First Amendment/Assignment, the Village has the right to co-locate communication facilities on the Tower; and

WHEREAS, the County has a need to co-locate certain telemetry communication facilities (“Telemetry Facilities”) on the Tower in order to provide for efficient water and wastewater services to Village residents and other County customers; and

WHEREAS, the Village and County agree that the County’s utilization of the Tower for its Telemetry Facilities is in the best interest of the residents of the Village and other customers of the County, and the Village supports utilizing its rights under Section 7(b) of the Lease Agreement to provide for the co-location of the Telemetry Facilities on the Tower at no cost to the County.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and Village hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and is contingent upon Crown Castle South, LLC’s approval of the Village’s application submitted pursuant to Section 7(b) of the Lease Agreement. This Agreement shall continue for the period of the Lease Agreement, unless otherwise terminated in accordance with Section 6 below. The Village agrees to use best efforts to provide for the continued co-location of the County’s Telemetry Facilities in any renewal with Crown Castle South, LLC, its successors or assigns, or in any subsequent lease agreement in which a communications tower will remain in the current location of the Tower. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the “Effective Date”).
3. Application for Co-Location. The County shall be responsible for providing the Village with any necessary documentation required for the application procedure set forth in Section 7(b) of the Lease Agreement including, but not limited to, any required interference testing and structural analysis. The County further shall be responsible for submitting the application to Crown Castle South, LLC on the Village’s behalf. Said application will be submitted on Village letterhead and executed by the appropriate Village official. The Village shall be responsible for providing the County with any necessary consent forms required for the application to Crown Castle South, LLC.
4. Consent for Co-Location of County Telemetry Facilities. The Village hereby consents to the County’s location of the Telemetry Facilities on the Tower. The Telemetry Facilities are those facilities described in Exhibit “A”, which is attached hereto and incorporated herein. The County shall be responsible for the design, installation, operation, and maintenance of the Telemetry Facilities for the term of this

Agreement, including all associated costs.

5. Removal of Telemetry Facilities. Following the expiration or termination of this Agreement, the County shall promptly remove the Telemetry Facilities from the Tower. The County shall be responsible for all costs of said removal.

6. Termination: The parties hereto 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 ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party for breach shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination. Additionally, the Village may terminate this Agreement should the Village wish to utilize the Tower for its own communication facilities, and, if, after good faith negotiations with Crown Castle South, LLC, the Village is unable to secure consent for both the Village's use and the County's Telemetry Facilities. Such termination shall require at least two (2) years written notice prior to the termination.

7. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to co-locate the Telemetry Facilities as authorized in Florida Statutes, Chapter 163. The governing bodies for County and Village shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

8. Indemnification County and Village acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, 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. County and Village agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

9. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

10. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.

11. Successors and Assigns County and Village each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor Village shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

12. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

13. Severability If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

14. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Village, shall be mailed or delivered to Village at:

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411
Attn: Village Manager

With a copy to:

Village Attorney
Davis & Ashton, P.A.

701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

With a copy to:

County Attorney
301 North Olive Ave., Suite 601
West Palm Beach, FL 33401

15. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

16. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

17. Entirety of Agreement. County and Village agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

18. Palm Beach County Office of the Inspector General. Palm Beach 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 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 in violation of Palm Beach 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.

19. No 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 Village.

20. Non-discrimination. Village warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Village have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk

By: _____
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Jim Stiles
Director of Water Utilities

ATTEST:

VILLAGE OF ROYAL PALM BEACH, FLORIDA

By: Diane Ascent
Clerk

By: Fred Pinto

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: Joseph Ascent
Village Attorney

4240.09-875-T
Ordering Options

When ordering, replace the " " in the model number with the electrical downtilt. Select from the options listed below.

Antenna with 0° fixed electrical downtilt 4240.09-875-T

Antenna with 3° fixed electrical downtilt 4240.09-875-T

Electrical Characteristics

Frequency Range	790-960 MHz
Input Impedance	50Ω
VSWR	< 1.5:1
H-Plane Ripple	< ±1 dB
Maximum Input Power	400 Watts
Polarization	Vertical
Gain	9.0 dBd (11.2 dBi)
Horizontal Beamwidth (3 dB)	Omni-Directional
Vertical Beamwidth (3 dB)	8° ±1°
Intermodulation (3rd Order, 2x Tx @ 43 dBm)	-153 dBc
Antistatic Protection	All metal parts DC Grounded (Connector shows a DC short)
Lightning Protection	Withstands 2.5 x 10 ⁶ A ² s pulse; DC Grounded

Mechanical Characteristics

Connector	7/16-DIN Female
Antenna Base	Aluminium
Construction Material	GRP Tube 53 mm (2.1 in) Diameter
Radiating Element	Brass
Mounting Section	Al. Tube 63.5 mm (2.5 in) Diameter x 350 mm (13.8 in) Length
Dimensions (Length x Diameter)	2843 x 53 mm (111.9 x 2.1 in)
Weight	9.0 kg (19.8 lbs)
Wind Loading (@ 45ms ⁻¹)	224 N (50.4 lbf)
Survival Wind Speed	300 km/h (186 mph)
IP Rating	IP66

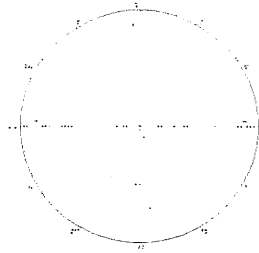
Mounting Options	Part Number	Fits Pipe Diameter
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All mounting bracket kits are ordered separately unless otherwise indicated.

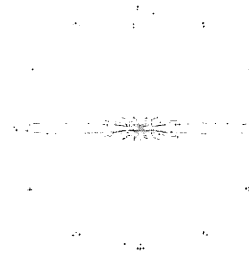
Parallel Bracket	2141.01.00.00	Fits Up to Ø120 mm (Ø4.7 in)
	0300284/00 & 4884036/00	Fits Up to Ø50 mm (Ø2.0 in)
Cross Bracket	0300284/00 & 4884076/00	Fits Up to Ø76 mm (Ø3.0 in)
	0300284/00 & 4884035/00	Fits Up to Ø100 mm (Ø3.9 in)

Quoted performance parameters are provided to offer typical, peak or range values only and may vary as a result of normal testing, manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to products may be made without notice.

4240.09-875-T



Horizontal | 875 MHz



0° | Vertical | 875 MHz

Quoted performance parameters are provided to offer typical, peak or range values only and may vary as a result of normal testing, manufacturing and operational conditions. Extreme operational conditions and/or stress on structural supports is beyond our control. Such conditions may result in damage to this product. Improvements to products may be made without notice.



FlexNet M400B Base Station

Compact Point-to-Multipoint Base Station



The Sensus FlexNet® M400B Base Station offers a strategic communications option for public service providers with endpoints deployed in remote or densely populated areas. The efficient transceiver can transmit and receive in a 200kHz band of spectrum. 200kHz enables more dedicated channels, resulting in higher network capacity, allowing more granular data and more channels of data. And the Sensus FlexNet communication network delivers double the transmit power of competitive systems over primary-use licensed spectrum – ensuring reliability for mission critical applications.

The tower-based architecture enables reliable communication of status and usage information with fewer access points than other network architectures. These compact, efficient base stations fit in space-constrained environments and require no air conditioning.

Licensed Radio Spectrum

In North America, FCC/IC protected primary-use spectrum avoids competition with other wireless services, interference from other radio devices and the risk of being taken over by emergency service providers

Fewer Access Points

Our point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas – greatly reducing the number of network backhaul connections as well as O&M costs

Resilient Network Design

Sensus Base Stations continue to provide real time data during outages and emergencies because of eight hour plus battery backup – enabling better workforce management and faster service restoration

Small Footprint

Flexpole pole or wall-mounting options enable strategic deployment with a discreet appearance

Industry Leading Security

Sensus has achieved GE/Worldtech™ Achilles® communications certification for critical infrastructure security against cyber threats

FEATURES

- GPS receiver for time synchronization
- Duplexer for single antenna
- IP-addressable power supply with hot-swap capability
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP
- Heated battery for cold weather environments
- Modular construction for easy serviceability

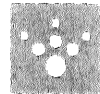
APPLICATIONS

- Two-way Advanced Meter Infrastructure (AMI)
- Distribution Automation (DA)
- Demand Response (DR)
- Home Area Networks (HAN)
- Sensus VantagePoint™ Lighting Control



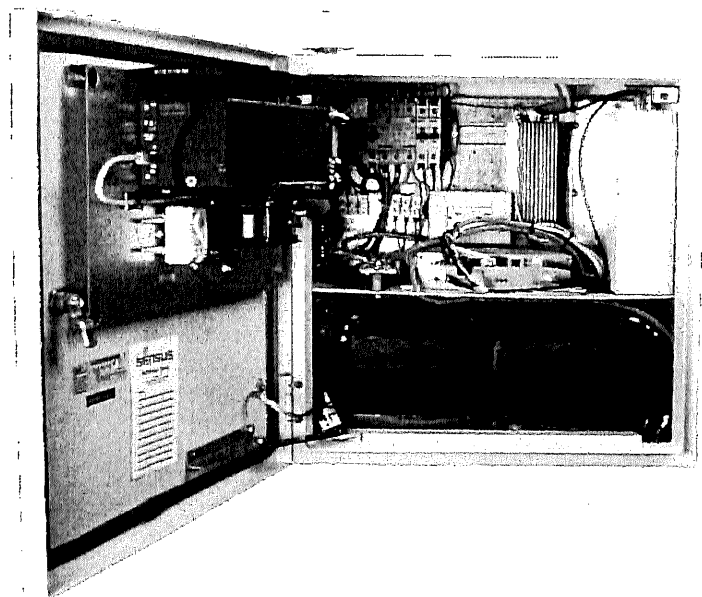
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15-1116-0000-1 (14-02)



FlexNet[®] M400B Base Station

Compact Point-to-Multipoint Base Station



Properties

Receive bandwidth	200 kHz
Transceivers	Single
Spectrum	Licensed 300 MHz PCS/MAS
Duplexing	Single transmit Eight receive channels - simultaneous/dedicated
Applications	Single
Expandability	No
Compatibility	IS-136P
FlexNet	Requires RNI 3.4 or newer

Enclosures - Outdoor - Pole/Wall Mount

Height	22" (55.9 cm)
Width x Depth	22" (55.9 cm) x 10.5" (26.7 cm)
Capacity	One Transceiver
Temperature	-40° to +122° F (-40° to +50° C)
voltage	120 VAC
Battery backup	8 hours
NEMA rating	2
Air conditioned	No



8601 36th Forks Road
Suite 750
Raleigh, NC 27615
1-800-639-3742
www.sensus.com

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The following additional equipment are used for the FlexNet Base Station installation:

- Omni Directional Antenna as required per manufacturer specs.
- Commscope 1 1/4" coaxial cable per FlexNet Base Station location.
- N/F connectors for Commscope 1 1/4" coaxial cable required for antenna installation connection.
- Jumpers required to attached antenna to coax and to FlexNet Base Station (length of Commscope 1/2" LDF4-50 Jumper with n connector to be determined by individual site).
- RF Polyphaser surge current arrestor.
- Grounding Kits for 1 1/4" coaxial cable.
- #6 stranded grounding wire for grounding FlexNet Base Station Cabinet.
- Hoisting grips to install coaxial cable and to support coax cable.
- One hoisting grip per coax cable and hangars as needed. (Installation of Commscope 1 1/4" coaxial cable from antenna to FlexNet Base Station.
- Stainless steel butterfly hanger to attached coaxial cable onto cable support horizontal bar.

Additional requirements:

- Provide an area for the FlexNet Base Station installation.
- Provide an available 120V grounded power supply for connection to the FlexNet Base Station.
- Authorization for Palm Beach County installation contractor and crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed.
- Provide access to a proper ground field at the FlexNet Base Station site.
- Provide 24/7 all year round Access to the FlexNet Base Station site.