

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Shared Public Service Radio Communications Facilities

**DEPARTMENT:** Information Technologies

**AUTHORIZED BY:** Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010

<b>Agenda Date</b> <u>9/27/2005</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

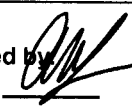
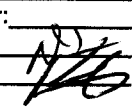
Request that the Board hereby approve the "Shared Public Service Radio Communications Facilities Agreement" between the Board of County Commissioners and the City of Altamonte Springs.

**BACKGROUND:**

The purpose of the agreement is to formalize in writing the terms and conditions associated with the utilization of the City of Altamonte Springs properties by Seminole County Government for the shared purpose of maintaining the County's owned communications facilities in support of joint Law Enforcement, Public Safety and general wireless and communications radio system.

In 1986 the Board approved the purchase of the Seminole County 800 MHz radio system. Construction of the system to support County and Municipal radio communications required strategic placement of communications facilities. Two of these sites were located within city limits and on Altamonte Springs properties. Due to the cooperative efforts of both City and County Officials, the sites included in this agreement were identified as being strategic in their locations to provide consistent communications services for both agencies in the delivery of Public Safety and other general government radio communications services.

This agreement will serve as official documentation of that process and identifies the terms and conditions of use.

Reviewed by:  Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM:  File No. <u>C1702</u>
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AGREEMENT BETWEEN  
THE CITY OF ALTAMONTE SPRINGS AND SEMINOLE COUNTY  
FOR SHARED PUBLIC SERVICE RADIO COMMUNICATIONS FACILITIES

THIS AGREEMENT ("the Agreement") is made and entered into this day of \_\_\_\_\_ 2005, between the CITY OF ALTAMONTE SPRINGS, a municipality incorporated under the laws of the State of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY"

W I T N E S S E T H:

WHEREAS, COUNTY and CITY have heretofore informally cooperated in the area of shared usage of certain of the CITY's and the COUNTY's (sometimes hereinafter referred to as the "Party" or "Parties") public safety and public works 800 MHz wireless communications towers and sites for the Parties respective antennae, cables and related support/generation equipment (the "Shared Communications Facilities"); and

WHEREAS, the CITY and the COUNTY have mutually determined that continued shared usage of such Shared Communications Facilities and systems is necessary and desirable for the public safety and general well being of the citizenry of both Parties; and

WHEREAS, the Parties have found and determined that it is in their own best interest to memorialize the terms, mutual obligations and responsibilities for such continued cooperation in the form of this Agreement; and

WHEREAS, this interlocal Agreement regarding the Shared Communications Facilities is necessary to supplement existing fire and law enforcement cooperation agreements between the Parties; and

WHEREAS, COUNTY and CITY also recognize the importance of providing a secure, safe and reliable drinking water system, certain properties and components of which are also being utilized for the placement of the Shared Communications Facilities which are the subject of this Agreement; and

WHEREAS, in order to best assure that security at potable water treatment and storage facilities is maintained, it is necessary to establish procedures for the controlled, limited access thereto by persons responsible for maintenance and repair of the Shared Communications Facilities; and

WHEREAS, this interlocal Agreement is authorized by Chapters and 163, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree as follows:

SECTION 1. RECITALS. The foregoing recitations are true, correct, mutually understood, agreed upon and form an integral part of this Agreement.

SECTION 2. CONTINUED USAGE OF TOWERS AND SITES IN SUPPORT OF INTERGOVERNMENTAL WIRELESS COMMUNICATIONS.

(a) CITY shall allow COUNTY continued utilization of existing water tower, equipment building(s) and real property site located at 502 North State Road 434, Altamonte Springs, Florida, (the "West Altamonte Water Tower" and more fully described in Exhibit "A" attached hereto, for installation of COUNTY's public safety and public works radio communication antennae, related cables, generation other support equipment in connection with COUNTY's wireless intergovernmental communications system forming a part of the Shared Communications Facilities. The COUNTY shall allow CITY the continued utilization of its radio communications tower and equipment

building(s) located on the CITY owned real property site located at 175 Newburyport Ave., Altamonte Springs, Florida for shared use of CITY's 800 MHz law enforcement and fire radio communications antennae related cables and support/generation equipment which also forms a part of the Shared Communications Facilities.

(b) CITY hereby grants to COUNTY an exclusive license to enter, construct, install, maintain and operate COUNTY's antennae, related cables and support equipment for the COUNTY's portions of the Shared Communications Facilities on the portion of the West Altamonte Water Tower. Such ingress and egress by the County shall only be in the presence of a representative of the CITY'S Public Works Department. COUNTY shall give the CITY as much advance notice as practical. Emergency access shall be coordinated through CITY'S Public Works Dispatch Unit. CITY will have personnel available or on call to provide access 24 hours per day, seven days per week. Nothing herein shall be construed as creating any permanent license or easement that would survive any fee simple conveyance of such real property or improvements at the sole discretion of the CITY

(c) CITY hereby further grants to COUNTY an exclusive license for ingress, egress and utilities over the portion of CITY'S property site located at the above described Newburyport Avenue address whereon the COUNTY owned radio communications tower, support building(s) and equipment are domiciled for purposes of COUNTY'S operation and maintenance of COUNTY'S radio communications system forming a part of the Shared Communications Facilities. Nothing herein shall be construed as creating any permanent license or easement that would survive any fee simple conveyance of such real property or improvements at the sole discretion of the CITY.

COUNTY hereby grants to CITY a nonexclusive license to place its public safety and public works radio communications antennae, support equipment and cables comprising the Shared Communications Facilities on its tower located at the Newburyport Avenue site. COUNTY hereby further grants to CITY a nonexclusive easement for ingress egress and utilities in and over the portion of COUNTY's equipment buildings and tower located on said site for purposes of CITY's operation and maintenance of said facilities.

(e) If necessary for technological reasons, COUNTY and CITY may move the location of their respective antennae and related equipment on the towers to space other than that specified; provided, however, that both Parties agree in writing prior to the relocation and subject to the technological feasibility so as not to cause interference with the other Party's signal transmission or reception quality.

Twenty-four (24) hour ingress and egress by COUNTY personnel on CITY properties shall be by photo identification badge access authorized by CITY. Twenty-four (24) hour ingress and egress by CITY personnel on COUNTY properties shall be by photo identification badge access authorized by COUNTY. Access by vendors or other persons acting on behalf of, or in the employ of, either Party shall act only under the direct supervision of appropriate persons of the Party owning such site. In the case of CITY water treatment plant and storage facilities, access and supervision shall be coordinated through CITY's Assistant Director of Public Works for Plant Operations whose address is 950 Keller Road, Altamonte Springs, FL 32714 and whose phone numbers are 407-571-8712 (daytime) and 407-571-8686 (after hours).

SECTION 3. CONSTRUCTION, RE-CONSTRUCTION AND ALTERATIONS TO TOWERS AND PREMISES, NOTICE TO COUNTY AND RIGHTS OF PLAN REVIEWS.

(a) The Parties each reserve the right to construct, reconstruct or make such alterations to their own towers, equipment and buildings sites as they deem necessary or desirable for continued operation or enhancement of their respective wireless communications operations or water utilities operations. Appropriate representatives of the Parties shall meet at least semi-annually for the purpose of discussing upcoming capital improvement plans and projects affecting the Shard Communications Facilities and the properties on which they are located. In the event of reconstruction or alteration of the towers equipment or premises by a Party, the other Party shall have the right to review the proposed plans for same in advance of the work being performed to evaluate whether the reconstructed or altered facilities be compatible with its wireless, intergovernmental communications and Shared Communications Facilities and the facility's function as a water utility asset. In the event it is determined that the proposed alterations are incompatible, the other Party shall modify the plans to accommodate the technological requirements for compatible use. In alternative, the COUNTY or the CITY shall have the option to terminate this Agreement or to abandon one or both sites and to relocate its antennae and related equipment to alternative locations without incurring liability for damages to the other Party.

(b) The CITY shall be responsible for all costs relative to construction, reconstruction, alteration, maintenance and operation of its own water tower, premises, antennae and supporting equipment. The usage of the West Altamonte Water Tower, appurtenant land and improvements is exclusively limited to the storage and transmission of potable water subject only to said facilities additional use as a

platform for COUNTY's antennae, support cables and related equipment.

additional uses of said facilities, including construction or installation of improvements related thereto, shall be allowed only by subsequent agreement between the Parties

(c) The COUNTY shall be responsible for all costs related to the installation, maintenance, upgrades or alterations to its own tower, antennae and support equipment. COUNTY shall be further responsible for all costs related to design, installation, maintenance, upgrades or alterations to its antennae, support cables and related support equipment located at CITY's Public Safety Complex and atop or adjacent to the elevated tank on the West Altamonte Water Tower

(d) If, as a consequence to construction, modification, demolition or reconstruction to towers or facilities of either Party, the facilities of the other Party are affected in such a way as to result in removal, modification or reinstallation, the affecting Party shall be responsible for the resultant costs to the affected Party. In the event such circumstances arise, the affecting Party shall contact the other Party in advance of and during such a project to amicably identify and resolve any potential or actual conflicts or issues of mutual benefit and concern; it being contemplated that no such work would be undertaken by either Party without advance notice thereof to the other Party so as to avoid any unnecessary expenditures or inconvenience to either Party.

(e) All work performed on either Party's property or facilities shall require the express, written permission of the other Party. In

case of the West Altamonte Tower, such permission shall be obtained from CITY's Director of Public Works or his/her assign Work on the West Altamonte Tower shall be subject to observation by CITY's Public Works staff; provided, however, work within or about equipment

shelters does not require supervision

(f) All such work done by either Party shall be constructed and installed in a good and workmanlike manner and completed in compliance with all applicable laws, rules, ordinances, regulations and local, State, and national code standards including, but not limited to, height and wind loading requirements. Further, the towers shall be constructed and maintained to safely and effectively accommodate, at minimum, both Parties' antennae and support equipment and in a technologically compatible manner. Each Party shall be responsible to the other for the costs of damages or destruction of the other's antennae, tower, equipment or facilities caused by any such construction, reconstruction, maintenance, upgrade or operations of its own antennae, tower or related equipment. If the Parties cannot agree on amount of damages, then the Parties shall use their best efforts to resolve the matter without litigation in accordance with the provisions of Section 14 of this Agreement.

(g) Unless previously done, within thirty (30) days after execution of this Agreement each Party shall provide the other with drawings, equipment lists and essential technical data of the towers, radio antennae and related support equipment to include the actual location of same, consistent with the agreed upon site plans technical, operating compatibility requirements

(h) Any consent or approval which either Party is required to obtain from the other pursuant to this Agreement shall not be unreasonably withheld, delayed or conditioned. Any request by a Party for any consent or approval which is not denied by the other Party within thirty (30) days of receipt shall be deemed given. In the event of disagreement as to what constitutes "reasonable withholding of approval", letters of consultants supporting the position of that Party



shall be deemed evidence of reasonableness

**SECTION 4. RIGHTS AND RESPONSIBILITIES REGARDING ENCUMBRANCES OF TOWERS, PREMISES AND THE PARTIES ANTENNAE AND EQUIPMENT.** During term of this Agreement and any extension or renewal thereof, towers and sites on which they are located shall be the property of the Party in whose name title is vested at the date of execution of this Agreement unless otherwise mutually agreed to in writing by amendment to this Agreement. Except as expressly authorized elsewhere in this Agreement, at no time during the term of this Agreement or extensions thereof shall the Parties pledge, mortgage or hypothecate any interest in their respective properties which are the subject of this Agreement which would create an encumbrance, lien or security interest in the property of the other Party without the express written consent of that Party. Nothing herein shall be deemed as prohibiting or in any way limiting the ability of the CITY to encumber its water tower and related properties with the normal security interests associated with water and sewer utility capital financing such as revenue bond covenants, nor shall this Agreement be construed or applied in such a manner as to interfere with any such utility revenue bond covenants presently in effect or as may hereafter be in effect from time to time

**SECTION 5. MAINTENANCE.**

(a) Each Party shall have sole and exclusive responsibility for the maintenance, repair, and security of its own tower, buildings, premises and related personal property and equipment and shall keep the same in good order, repair and condition during the term of this Agreement.

(b) Both Parties shall keep the tower sites free of debris and any hazardous dangerous, noxious, or offensive matter which would

create a hazard or undue vibration, heat, noise or any form of signal interference in connection with the use of the subject facilities. Under no conditions shall CITY or COUNTY cause restrictions to access manway or ladders appurtenant to any involved facilities including, but not limited to attaching or installing cables in areas used by individuals to access the top of the elevated water tank.

(c) In order to minimize disruption to the surrounding area, the construction, installation, normal maintenance and repair of towers or antennae facilities, shall be restricted to the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the West Altamonte towers or antennae facilities and support equipment may be conducted anytime as necessary, however, such ingress and egress by COUNTY shall only be in the presence of a representative of the CITY's Public Works Department. Due to security policies and procedures, access to the West Altamonte Tower is restricted to authorized employees of the Plant Operations Division. COUNTY agrees to give the CITY as much advance notice as practical. Emergency access shall be coordinated through CITY's Public Works dispatch unit. CITY will have personnel available or on call to provide access 24 hours per day, seven days a week.

**SECTION 6. UTILITIES.** The Parties may, at their discretion, provide for either separately metered or jointly metered charges the consumption of electricity and any and all other utilities associated with their portion of the Shared Communications Facilities and shall timely pay all costs associated therewith. Such arrangements may be initially established or revised from time to time by a letter of understanding signed by both Parties without the need for formal amendment to this Agreement.

SECTION 7. COMPLIANCE WITH LAWS AND STANDARDS.

(a) The Parties shall comply with all present and future Federal, State, and local laws, ordinances rules, and regulations (including, but not limited to, laws, rules and regulations issued by the Federal Communication Commission (FCC), Federal Aviation Administration (FAA) and site standards in connection with the installation use, operation, repair and maintenance of the Tower and Antennae Facilities. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the Party in violation.

(b) The shared use of the Towers by each Party is contingent upon its obtaining any and all certificates, permits, zoning, and other approvals that may be required presently or in the future by any Federal State or local authority. In the event such approval is withheld or subsequently withdrawn, this Agreement may be terminated and the parties shall proceed in accordance with Section 8, below.

(c) Any work which involves penetration of the water storage tank proper shall be designed and performed in accordance with the applicable standards of the American Water Works Association.

SECTION 8. TERM. The initial term of this Agreement begins upon execution hereof by the Parties and shall remain in effect until terminated by either Party after first giving a one (1) year written notice COUNTY and CITY shall vacate each other's tower, site and buildings and relocate its own facilities and equipment within that ensuing year; provided, however, that both Parties shall have the right to extend the departure date if relocation to another compatible site cannot be accomplished for reasons beyond the control of that Party. In the event of such difficulty or impossibility of relocation

the Parties shall act in good faith to accommodate the need for such extensions of time so as to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement.

**SECTION 9. REPLACEMENT FACILITY.** Neither Party is under any obligation to provide a replacement location, tower or facility to the other Party under any circumstances including, but not limited to the CITY's determination that the West Altamonte Tower is no longer needed as a utility system asset, condemnation, substantial damage to the tower or related site or improvements thereon attributable to act of God, explosion, fire, flood, wind, hurricane, tornado, sinkhole substrate failure or any other form of natural or man made disaster. Notwithstanding the above, in the event the Party exercises its option to repair, replace or reconstruct the damaged site or facilities, the Parties shall have the right to continue under the terms of this Agreement as before or to terminate at their sole option, without being liable for damages to the other Party

**SECTION 10. CONDEMNATION.** In the event either tower and/or the related real property and improvements are taken by eminent domain, this Agreement automatically terminates as to the sharing of the condemned facilities as of the date title to the tower and/or other property vests in the condemning authority. In the event a portion of the subject property is taken by eminent domain so as to materially hinder effective use of the tower, related property and equipment by either or both of the Parties, either Party shall have the right to terminate this Agreement, effective as of said date of title transfer, by giving the requisite notice to the other Party as provided elsewhere in this Agreement. In the event of any taking under the power of eminent domain, the Parties shall be entitled to any portion of the

award paid for the taking relative to their respective ownership of the condemned property or improvements.

**Section 11. SALE OF PROPERTY.** In the event either tower and/or related real property and improvements are transferred or sold, Agreement shall automatically terminate as to the sharing of transferred or sold facilities as of the date of title to the tower vests in the purchaser/transferee. In the event a portion of the subject property is transferred or sold so as to materially hinder effective use of the tower, related property and equipment by either or both of the Parties, either Party shall have the right to terminate this Agreement effective as of said date of title transfer by giving four 4) months notice to the other Party

**SECTION 12. INDEMNIFICATION.** Each Party is responsible for personal injury and property damages attributable to the negligent acts or omissions of that Party and the officers, employees and agents thereof. The Parties further agree that nothing contained herein shall be construed or interpreted as denying to either Party any remedy or defense available to such party under the laws of the State of Florida the consent of the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes

**SECTION 13. INSURANCE.** Both Parties shall be responsible maintaining adequate insurance coverage against claims by third persons arising from the use, misuse and/or reliability of the Shared Communications Facilities. Both Parties are responsible for ensuring that subcontractors used for activities which are the subject of this Agreement list both Parties and third party property owners as additional insured.

SECTION 14. NOTICE TO PARTIES. The Parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement

**For CITY:**

Director of Public Works and Utilities  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL. 32701  
Tel. 407-571-8338

**For COUNTY:**

Telecommunications Manager  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Tel. 407-665-1005

Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail, facsimile transmission or e-mail notice to the other ten (10) days prior to the desired date of substitution thereof. If electronic, telex or facsimile notice is used, a record of confirmation of receipt of such transmission must be maintained. Notice to a Party shall be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile.

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION. Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable, informal process with open discussions and a cooperative effort. Disputes shall be resolved in accordance with any dispute resolution agreements between the parties that may be in effect from time to time or pursuant to the provisions of Chapter 164, Florida Statutes, "Governmental Disputes". The Parties

agree not to pursue litigation on any matter that is the subject of this Agreement until they have exhausted all good faith attempts at alternative dispute resolution

**SECTION 16. EQUAL OPPORTUNITY EMPLOYMENT.** The Parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

**SECTION 17. GOVERNING LAW.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The Parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State and local laws, codes and regulations relating to the performance of this Agreement.

**SECTION 18. INTERPRETATIONS.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The Parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the Parties occurs.

**SECTION 19. FORCE MAJEURE.** Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties.

**SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** Except as expressly provided in Sections 6 and 14 of this Agreement, no modifica-

tion, 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 of equal dignity herewith.

**SECTION 21. ASSIGNMENT/THIRD PARTY BENEFICIARIES.**

(a) Neither COUNTY nor CITY shall assign, delegate or otherwise transfer its rights and obligations hereunder to any other Party without the prior written consent of the other Party

(b) There are no third party beneficiaries to this Agreement

**SECTION 22. BINDING EFFECT.** Subject to the provisions of Section 21, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors in interest, transferees and assigns of the Parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any Party

**SECTION 23. PUBLIC RECORDS.** The Parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. Particular attention shall be given by both Parties as to section 119.07(ee), Florida Statutes exempting from disclosure any building plans, blueprints, schematic drawings diagrams of certain publicly owned facilities, including "water treatment facilities" which shall not be disclosed by either Party. Parties shall maintain in their place of business any and all books documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each Party at all reasonable times during the term of this Agreement and for so long as such records are maintained



SECTION 24. CONFLICTS OF INTEREST. The Parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government

SECTION 25. INDEPENDENT CONTRACTORS. The Parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Parties, their employees, agents, subcontractors or assigns during or after the performance of this Agreement

SECTION 26. SEVERABILITY Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions or impair the enforcement rights of the Parties, their successors and assigns.

SECTION 27. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction of interpretation hereof

SECTION 28. ENTIRE AGREEMENT. This Agreement states the entire understanding between the Parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary

SECTION 29. EXHIBITS. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

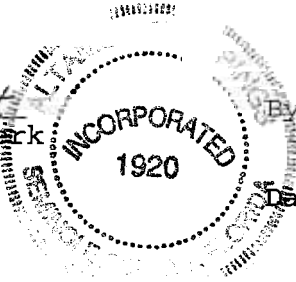
SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall

be an original, but all counterparts shall together constitute one and the same instrument

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed

ATTEST:

Patsy Wainright  
D. FREEMAN, City Clerk  
Patsy Wainright



CITY OF ALTAMONTE SPRINGS  
BY Russell Hauck  
RUSSELL HAUCK, Mayor

Date: 8-15-2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
County Attorney

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