

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

Meeting Date: **June 19, 2007** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Sixth Amendment to Communication Tower Agreement with New Cingular Wireless PCS, LLC, (R99-312D) for the tower site located at 20 Mile Bend.

Summary: On February 23, 1999, the Board approved the original 30-year Communication Tower Agreement with AT&T Wireless Services of Florida, Inc. to allow AT&T to co-locate on the County's 400' communication tower located just off Southern Boulevard at 20 Mile Bend. AT&T was acquired by New Cingular Wireless PCS, LLC. This Sixth Amendment: i) modifies Exhibit "C" (Tower Site Plan) to allow New Cingular Wireless to install an approximately 5' x 11' concrete pad and an above-ground generator to supply electricity to its equipment in the event of power outages; and ii) updates the Notice provision for New Cingular Wireless. New Cingular Wireless will be responsible to obtain all necessary permits and governmental approvals. There will be no cost to the County nor service interruptions to the County's or Cingular's operations. All other terms of the Agreement remain unchanged. **(PREM) District 6 (HJF)**

Background and Justification: The Board has previously approved amendments to the Communication Tower Agreement for the purposes of equipment upgrades and modifications, and an update to the Notice provision. The Electronic Services and Security Division has reviewed and approved the proposed installation and modifications. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since the Statute does not require the Disclosure and since this is an amendment to the Communication Tower Agreement which was already approved by the Board, Staff did not request such Disclosure.

Attachments:

1. Location Map
2. Sixth Amendment to Communication Tower Agreement

Recommended By: *Anthony Wolf*
 Department Director

 5/22/07
Date

Approved By: *[Signature]*
 County Administrator

 6/4/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

NO FISCAL IMPACT

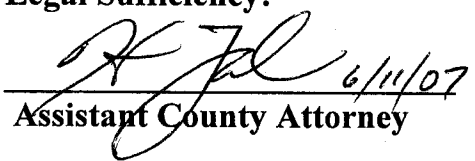
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 _____ OFMB 6/6/07	 _____ Contract Development and Control 6/18/07
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B. Legal Sufficiency:



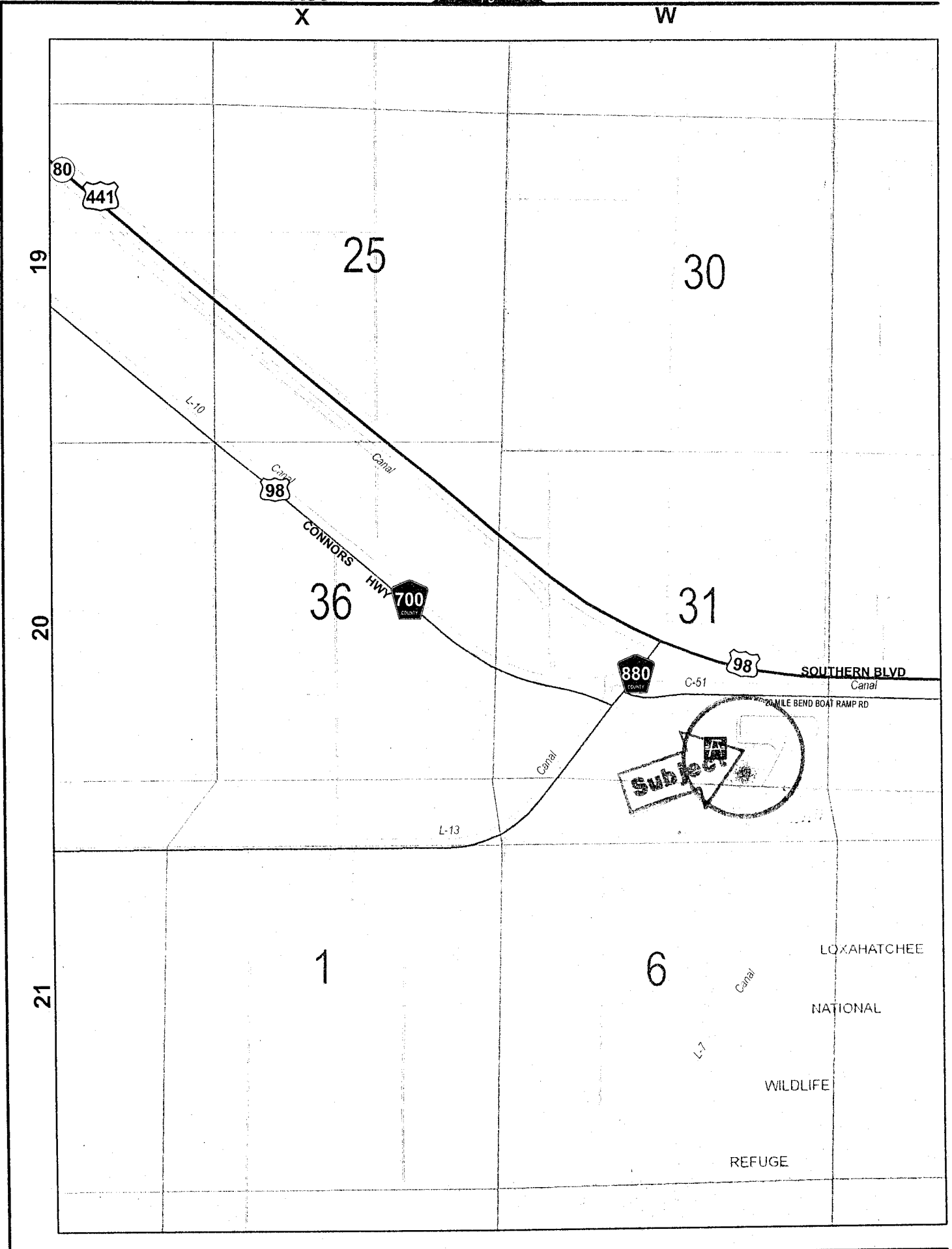
 Assistant County Attorney
 6/11/07

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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



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LOCATION MAP

ATTACHMENT #1



wp46

**SIXTH AMENDMENT TO
COMMUNICATION TOWER AGREEMENT**

between

PALM BEACH COUNTY, FLORIDA

And

**NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited
liability company**

20 Mile Bend Tower

Exhibit:

Exhibit "C" - Tower Site Plan

ATTACHMENT # 2

**SIXTH AMENDMENT TO
COMMUNICATION TOWER AGREEMENT**

THIS SIXTH AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R-99-312-D) (the "Sixth Amendment"), is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as ("COUNTY"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("Cingular") f/k/a AT&T Wireless Services of Florida, Inc. ("AT&T")

WITNESSETH:

WHEREAS, COUNTY is the owner of certain real property in Palm Beach County, Florida, located at 20 Mile Bend; and

WHEREAS, COUNTY constructed a 400-foot self-supporting communications tower upon the Property; and

WHEREAS, AT&T installed, operated and maintained AT&T cellular communications equipment on the Tower pursuant to a COMMUNICATION TOWER AGREEMENT between COUNTY and AT&T dated February 23, 1999 (R-99-312D)(the "COMMUNICATION TOWER AGREEMENT"); and

WHEREAS, the FIRST AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R2002-0765) ("FIRST AMENDMENT") allowed AT&T to make additions and improvements to its antennas and equipment; and

WHEREAS, the SECOND AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R2003-1067) ("SECOND AMENDMENT") allowed AT&T to make additions and improvements to its antennas and equipment; and

WHEREAS, the THIRD AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R2004-2499) (the "THIRD AMENDMENT") allowed AT&T to upgrade its antenna and equipment; and

WHEREAS, Cingular acquired AT&T and agreed to be bound by all of the terms and conditions of COMMUNICATION TOWER AGREEMENT (R-99-312D), as amended by the FIRST AMENDMENT (R2002-0675), SECOND AMENDMENT (R2003-1067) and THIRD AMENDMENT (R2004-2499) to the COMMUNICATION TOWER AGREEMENT; and

WHEREAS, the FOURTH AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R2005-1498) (the "FOURTH AMENDMENT") allowed the COUNTY to relocate the antenna locations for two County users on the Tower; and

WHEREAS, the FIFTH AMENDMENT TO COMMUNICATION TOWER AGREEMENT (R2006-0856) (the "FIFTH AMENDMENT") allowed the COUNTY to modify the Tower in order to support the deployment of a countywide paging system by the Palm Beach County Fire Rescue Department; and

WHEREAS, Cingular desires to install a generator on the Property in order to supply electricity to its equipment in the event of a power outage; and

WHEREAS, in order to accommodate Cingular's request, it is necessary to modify the Tower Site Plan exhibit of the COMMUNICATION TOWER AGREEMENT; and

WHEREAS, COUNTY and Cingular acknowledge and agree that the addition of the generator contemplated herein will not adversely affect the structural capacity of the Tower or interfere with the frequencies of users on the Tower.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All defined terms used in this Sixth Amendment shall have the same meaning and effect as in the COMMUNICATION TOWER AGREEMENT, as amended.
2. Exhibit "C" (Tower Site Plan) of the COMMUNICATION TOWER AGREEMENT, as amended, is hereby replaced with Exhibit "C" (Tower Site Plan) attached hereto.
3. Section 12.03(a), Notices, is revised to designate the following address for Cingular:

Cingular Wireless
RE: Cell Site #: SFL-WPBHFL-WP46;
Cell Site Name: WP46/20 Mile Bend
6100 Atlantic Boulevard
Mail Code GAN02
Norcross, Georgia 30071
Attn.: Network Real Estate Administration

With copy to:

Cingular Wireless
Attn: Legal Department/Real Estate
Re: Cell Site #: SFL-WPBHFL-WP46
Cell Site Name: WP46/20 Mile Bend State: FL
5565 Glenridge Connector
17th Floor
Atlanta, GA 30342

4. Section 12.03(b), Notices, is revised to designate the following address for COUNTY:

Palm Beach County Property & Real Estate
Attn: Director
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406-1544

5. Except as modified by this Sixth Amendment, the Communication Tower Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, COUNTY and Cingular have executed this Sixth Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

WITNESS:

David Medwood

Signature

David Medwood

Print Witness Name

Deborah A. Mierisch

Signature

DEBORAH A. MIERISCH

Print Witness Name

NEW CINGULAR WIRELESS PCS, LLC,

a Delaware limited liability company

By: Mark Austin

Mark Austin

Executive Director – Network

Date: December 11, 2006

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____

Deputy Clerk

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

By: _____

Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Assistant County Attorney

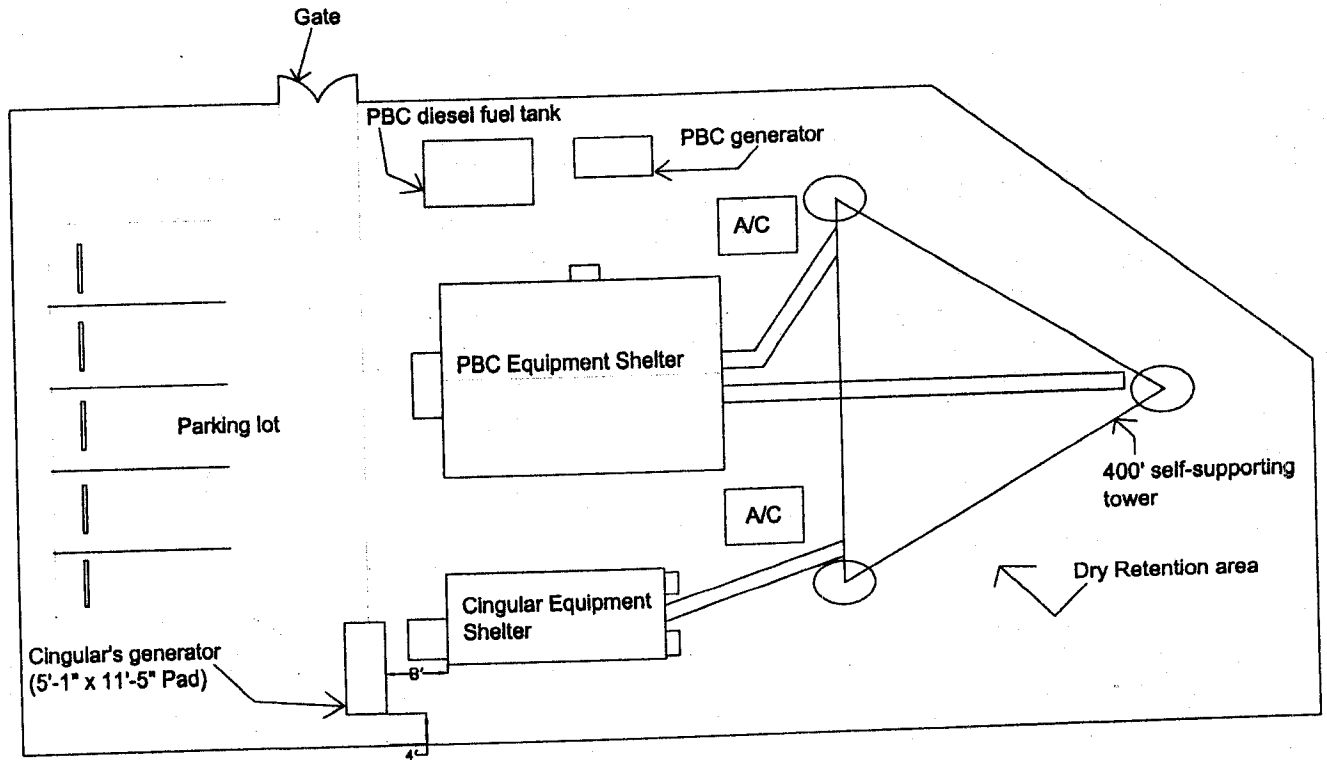
APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf

Audrey Wolf, Director

Facilities Development & Operations

EXHIBIT C



PALM BEACH COUNTY 20 MILE BEND TOWER SITE LAYOUT	NO.	REVISIONS	DATE	
PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY DIVISION				SHEET 1 OF 1
	FILE: H:\AUTOCAD			