

Agenda Item #:

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

Meeting Date: **July 22, 2008** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a First Amendment to Agreement (R99-258D) with the Connemara Association, Inc. allowing for additional antenna and equipment space on the Connemara Condominium rooftop and increasing the current annual rent by \$4,000.00; and

B) a Use Agreement between Palm Beach County and the Palm Beach County Sheriff's Office (PBSO) establishing PBSO's financial responsibility for this equipment and additional rent.

Summary: Since 1999, the County has leased a portion of the rooftop on the Connemara Condominium building located at 5420 N. Ocean Drive for the operation of a County communication antenna and equipment shelter supporting the 800MHz system. This First Amendment i) modifies Exhibit “A” (Communication Equipment), Exhibit “B” (Floor Plans), and Exhibit “C” (Frequency List) to allow for the installation of additional communication equipment at the site on behalf of PBSO; ii) increases the annual rent by \$4,000.00 per year; and iii) updates the Notice Provisions for the County. The annual rent will be increased from \$28,079.63 to \$32,079.63 with annual CPI increases. All other terms of the Agreement remain unchanged. The Use Agreement between the County and PBSO provides that PBSO will pay the \$4,000.00 increase in rental expense and that the County will cover any additional utility expenses for the new equipment installed by PBSO. **(PREM) District 1 (JMB)**

Background and Justification: On February 23, 1999 (R99-258D), the Board approved the initial Agreement with Connemara for a period of twenty-five years extending until February 22, 2024. This Agreement allowed Palm Beach County to install communication equipment supporting the County's 800MHZ system on the rooftop of the condominium building. At the request of PBSO, the County negotiated with the Connemara Association to allow for the installation of additional radio equipment. The Electronic Services and Security Division has reviewed and approved the proposed installation and modifications. The Use Agreement between the County and PBSO outlines the responsibilities of PBSO to pay rent and perform maintenance on the new equipment that will be installed at the site.

Attachments:

1. Location Map
2. First Amendment to Agreement
3. Use Agreement
4. Budget Availability Statement

Recommended By: Richard Anthony Wolf 7/3/09
Department Director Date

Approved By: _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	<u>\$333.33</u>	<u>\$33,696.15</u>	<u>\$34,697.33</u>	<u>\$36,085.22</u>	<u>\$37,528.63</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$333.33</u>	<u>\$33,696.15</u>	<u>\$34,697.33</u>	<u>\$36,085.22</u>	<u>\$37,528.63</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current ^{Proposed} Budget:	Yes	<u>X</u>	No		

Budget Account No:

'09 FD&O: \$29,202.82 Fund 0001 Dept 410 Unit 4150 Object 4414
'09 PBSO: \$4,493.33 Fund 0001 Dept 164 Unit 1604 Object 4410

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

Fiscal Impact has been calculated using an estimated amount of 4% for CPI.
PBSO will be paying for the prorated amount of \$333.33 that has been added into FY'08, as well as the additional \$4,000 per year and a proportionate share of the annual CPI increase.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Atwillhite 7-17-08
OFMB ss
7/7/08 7/10/08 7/14/08 7/16/08

Don J. Jacy 7/18/08
Contract Development and Control
7/17/08

This item complies with current
County policies.

B. Legal Sufficiency:

Gene Brub 7/29/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

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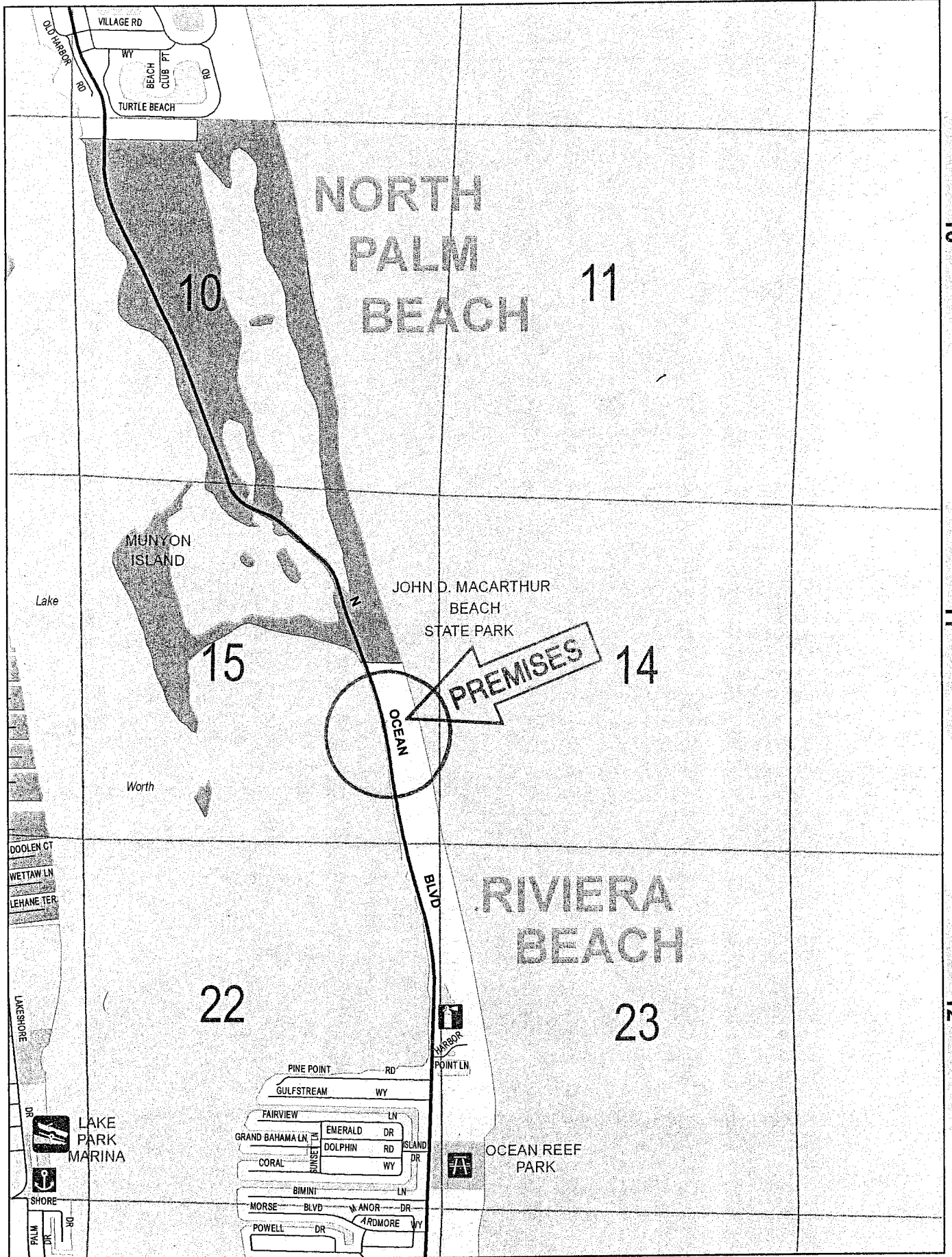
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LOCATION MAP

ATTACHMENT #1



FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (R99-258-D) (the "First Amendment"), made and entered into by and between the **CONNEMARA ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter referred to as "LESSOR", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, LESSOR and COUNTY entered into that certain Agreement dated February 23, 1999 (R99-258-D) (the "Agreement"), for COUNTY's installation of communication equipment upon the rooftop of the Building as defined in the Agreement; and

WHEREAS, COUNTY desires to install additional communication equipment and update the frequencies; and

WHEREAS, in order to accommodate COUNTY's request, it is necessary to modify the County's Communication Equipment exhibit, the Floor Plans exhibit, and the Frequency List exhibit of the Agreement; and

WHEREAS, COUNTY and LESSOR have agreed to increase COUNTY's Annual Gross Rent in exchange for COUNTY's increased use of the rooftop of the Building; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect as in the Agreement.

2. (a) The Annual Gross Rent is hereby increased by Four Thousand Dollars (\$4,000.00) from the rate of \$28,079.63 to \$32,079.63. LESSOR acknowledges that COUNTY had previously paid LESSOR the Annual Gross Rent of \$28,079.63 that was due pursuant to the terms of the Agreement for the period November 1, 2007 - October 31, 2008. The parties agree that the \$4,000 increase shall be prorated for the remainder of the current rental period as set forth below. The parties further agree that the figure of \$32,079.63 shall be used for calculating the rental rate for the rental period that commences November 1, 2008.

(b) COUNTY's payment of the Four Thousand Dollar (\$4,000.00) increase to the Annual Gross Rent shall be prorated (the "Proration Payment") for the remainder of the current rental period commencing on the date thirty (30) calendar days after the First Amendment Effective Date, as hereinafter defined, and ending on October 31, 2008. COUNTY shall pay LESSOR the Proration Payment within fifteen (15) calendar days after the First Amendment Effective Date.

3. Exhibit "A" (Communication Equipment) of the Agreement is hereby replaced with Exhibit "A" (Communication Equipment) attached hereto and made a part hereof.

4. Exhibit "B" (Floor Plans) of the Agreement is hereby replaced with Exhibit "B" (Floor Plans) attached hereto and made a part hereof.

5. Exhibit "C" (Frequency List) of the Agreement is hereby replaced with Exhibit "C" (Frequency List) attached hereto and made a part hereof.

6. Section 13.04, Notices, is modified to change the addresses for COUNTY to:

(b) If to the COUNTY at:

Palm Beach County
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

7. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "First Amendment Effective Date").

8. Except as modified by this First Amendment, the Agreement 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.

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

**CONNEMARA ASSOCIATION,
INC.,** a Florida non-profit corporation

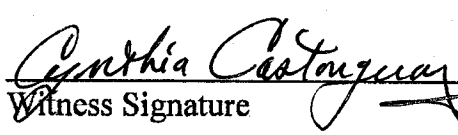
WITNESS:



Witness Signature

Aaron King

Print Witness Name



Witness Signature

CYNTHIA CASTONGUAY

Print Witness Signature

By: 

Timothy Tavis, President

By: 

Susie Globokar, Treasurer

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

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

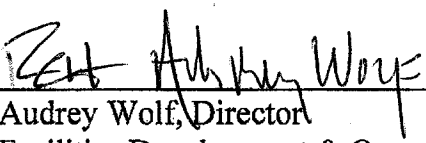
By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT A

CONNEMARA CONDOMINIUM RADIO EQUIPMENT LIST

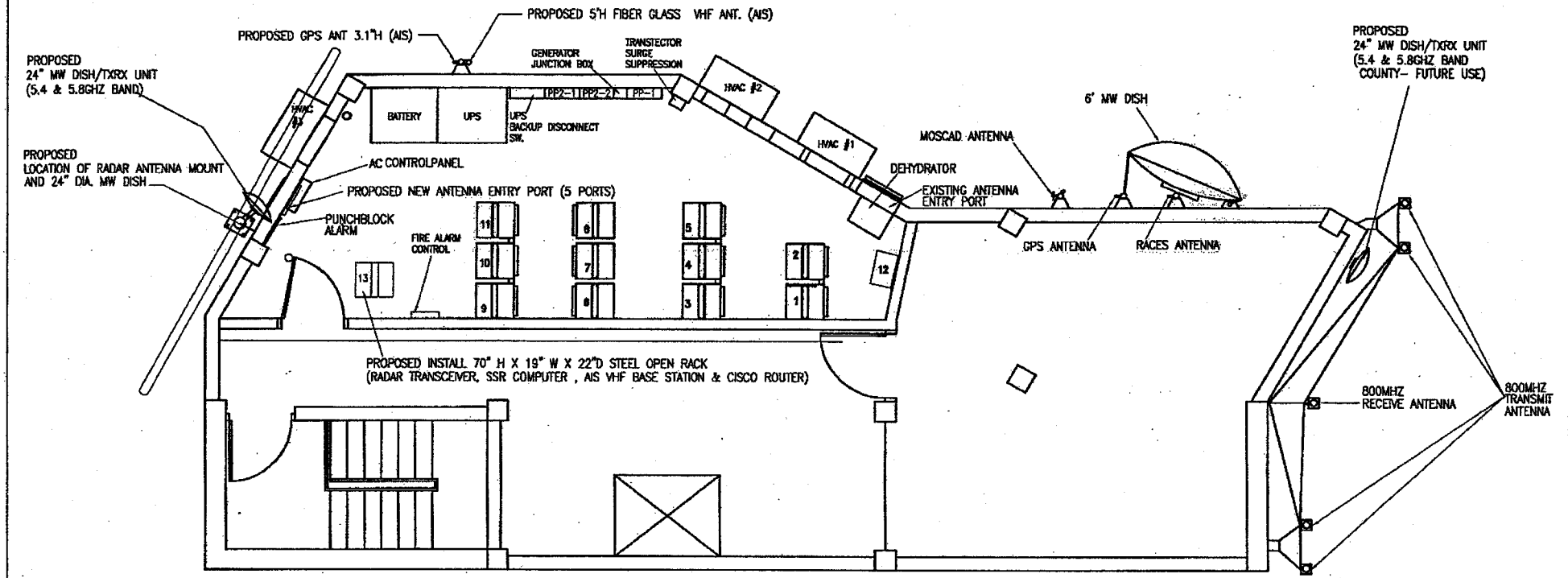
- 31 Motorola Repeaters (30, 800MHz, 1 VHF).
- 2 GHz Microwave Radio and Multiplex equipment.
- 1 Microwave Battery Charger and Batteries.
- 4 Celwave 800MHz Transmitter Combiner.
- 1 20KVA Uninterruptible Power Supply (UPS) and External Back-up Batteries.
- 1 Motorola Simulcast Zone Control.
- 1 TXRX Receiver Pre-Amp.
- 5 Celwave BMR12H 800MHz antennas.
- 1 6 Foot Microwave dish.
- 1 DB222 VHF antenna (MOSCAD).
- 1 Motorola Site Controller.
- 3 6 Ton Wall Mount Air Conditioners.
- 1 Emergency Back-up Generator and Transfer Panel.
- 1 Andrew Dehydrator.
- 1 Motorola repeater VHF (RACES).
- 1 Telewave ANT150F2 VHF antenna (RACES).
- 1 GPS antenna 800MHz radio system.
- 1 * Terma 18' HP-F-35 radar antenna.
- 1 * Terma radar transceiver.
- 2 * 5.4 & 5.8GHz Short Hop Microwave system includes 24" dish and transceiver.
- 1 * SSR radar computer.
- 1 * Kongsberg AIS BS410 Marine VHF Base Station.
- 1 * Kongsberg AIS GPS antenna.
- 1 * Cisco router.
- 1 * Telewave ANT150F2 VHF antenna (AIS).

Site equipment is to include the installation of an overhead cable rack, interconnection cabling, antenna cables and standard electrical service.

A partition wall and door is proposed as shown in Exhibit B.

* New proposed equipment.

EXHIBIT B



RACK NO.	DESCRIPTION
1	MICROWAVE POWER SYSTEM
2	MICROWAVE RADIO
3	REMOTE SITE CONTROLLER (RASC)
4	MOSCAD RTU 1&2, PUNCHBLOCKS
5	Telnet, GPS
6	TRANSMITTER COMBINER 1 & 2 - FILTER 1 & 2
7	TRANSMITTER COMBINER 3 & 4 - FILTER 3 & 4
8	QUANTAR 1-8
9	QUANTAR 9-16
10	QUANTAR 17-24
11	QUANTAR 25-28, RECEIVER MULTICOUPLER, TTA

EQUIPMENT PLAN AT UPPER LEVEL PENTHOUSE
SCALE: 1/4" = 1'-0"

RACK. NO	DESCRIPTION
12	RACES REPEATER
13	RADAR TRANSCIVER, SSR PC, AIS VHF BASE STATION AND CISCO ROUTER

PALM BEACH COUNTY, ELECTRONIC SERVICE DIVISION	NO.		DATE
CONNEMARA CONDOMINIUM SINGER ISLAND, TOP VIEW RADIO EQUIPMENT ROOM			

EXHIBIT C

Palm Beach County Electronic Services & Security Division CONNEMARA CONDOMINIUM FREQUENCY LIST

3/28/2008

800MHz Trunked Radio Frequencies Reband Frequency Plan (Note1)

Channel NO	TX Frequency	RX Frequency
1	852.7625	807.7625
2	852.5750	807.5750
3	853.7250	808.7250
4	852.3750	807.3750
5	857.3125	812.3125
6	852.3250	807.3250
7	852.1000	807.1000
8	851.8500	806.8500
9	851.8250	806.8250
10	851.7500	806.7500
11	851.6250	806.6250
12	851.6000	806.6000
13	851.3500	806.3500
14	851.3250	806.3250
15	851.1250	806.1250
16	851.1000	806.1000
17	860.3375	815.3375
18	859.3375	814.3375
19	852.4000	807.4000
20	857.3375	812.3375
21	856.3375	811.3375
22	860.3125	815.3125
23	853.7000	808.7000
24	853.6500	808.6500
25	853.3750	808.3750
26	853.2250	808.2250
27	856.3125	811.3125
28	858.3125	813.3125
Planned Freq 852.3500 807.3500		
Planned Freq 859.3375 814.3375		
Planned Freq 860.3375 815.3375		

Current Frequency Plan

Channel NO	TX Frequency	RX Frequency
1	867.7625	822.7625
2	867.5750	822.5750
3	868.7250	823.7250
4	867.3750	822.3750
5	857.3125	812.3125
6	867.3250	822.3250
7	867.1000	822.1000
8	866.8500	821.8500
9	866.8250	821.8250
10	866.7500	821.7500
11	866.6250	821.6250
12	866.6000	821.6000
13	866.3500	821.3500
14	866.3250	821.3250
15	866.1250	821.1250
16	866.1000	821.1000
17	860.3375	815.3375
18	859.3375	814.3375
19	867.4000	822.4000
20	857.3375	812.3375
21	856.3375	811.3375
22	860.3125	815.3125
23	868.7000	823.7000
24	868.6500	823.6500
25	868.3750	823.3750
26	868.2250	823.2250
27	856.3125	811.3125
28	858.3125	813.3125
Planned Freq 867.3500 822.3500		
Planned Freq 859.3375 814.3375		
Planned Freq 860.3375 815.3375		

Others:

Equipment	TX Frequency	RX Frequency	Description
1	159.1500	159.1500	MOSCAD
2	146.8800	146.2800	RACES
3	5.4 GHZ AND 5.8GHZ		SHORT HOP MICROWAVE
4	9410.0000	9410.0000	RADAR DETECTION
5	156.025 THRU 162.025		MARINE VHF BASE STATION

Note 1: Palm Beach County will fully operating on re-banding frequencies by December 1, 2009.

USE AGREEMENT

THIS USE AGREEMENT (the "Agreement"), made and entered into by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("COUNTY") and **RIC L. BRADSHAW, SHERIFF**, in his official capacity as the Sheriff of Palm Beach County, Florida, a State constitutional officer ("SHERIFF").

WITNESSETH:

WHEREAS, COUNTY and CONNEMARA ASSOCIATION, INC., a Florida non-profit corporation ("CONNEMARA"), entered into that certain Agreement dated February 23, 1999 (R99-258-D) (the "Connemara Agreement"), a copy of which is attached hereto and made a part hereof, as Exhibit "A", for COUNTY's installation of communication equipment upon the rooftop of the Building as defined in the Connemara Agreement; and

WHEREAS, SHERIFF requested that COUNTY install additional communication equipment on the rooftop of the Building on behalf of SHERIFF under the terms of the Connemara Agreement; and

WHEREAS, COUNTY agreed to amend the Connemara Agreement to provide for the installation of additional communication equipment on SHERIFF's behalf; and

WHEREAS, under the terms of the First Amendment to the Connemara Agreement approved and executed by the Palm Beach County Board of County Commissioners contemporaneously herewith (the "First Amendment"), a copy of which is attached hereto and made a part hereof, as Exhibit "B", COUNTY and CONNEMARA agreed to increase COUNTY's Annual Gross Rent in exchange for COUNTY's increased use of the rooftop of the Building; and

WHEREAS, SHERIFF agrees to pay COUNTY for the increase to COUNTY's payment of Annual Gross Rent caused by the installation of SHERIFF's communication equipment.

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. The foregoing recitals are true and correct and incorporated herein by reference.
2. SHERIFF acknowledges that COUNTY's Annual Gross Rent shall be increased by Four Thousand Dollars (\$4,000.00) as a result of the installation of SHERIFF's communication equipment ("Sheriff's Rent"), and that Sheriff's Rent shall be adjusted annually for the cost of living in the same manner that the Annual Gross Rent shall be adjusted pursuant to Section 2.02 of the Connemara Agreement, as amended.
3. For the rental period ending October 31, 2008, SHERIFF agrees to pay COUNTY the prorated amount of Sheriff's Rent due for the current rental period as set forth in Paragraphs 2(a) and 2(b) of the First Amendment. The Director of Property & Real Estate Management shall provide SHERIFF with an invoice for the amount due, which amount shall be promptly authorized for payment through internal payment procedures.

4. Effective November 1, 2008, and every November 1 thereafter, SHERIFF agrees to pay COUNTY the Sheriff's Rent, as adjusted pursuant to Section 2.02 of the Connemara Agreement, as amended, in full after receipt of an invoice from the Director of Property & Real Estate Management notifying SHERIFF of the amount due, which amount shall be promptly authorized for payment through internal payment procedures.
5. The parties acknowledge that the SHERIFF is funding the Sheriff's Rent payments and installation of SHERIFF's communication equipment using grant funds. In the event that the grant funding is discontinued, SHERIFF agrees to fund all expenditures due COUNTY under this Agreement out of SHERIFF's operating budget.
6. SHERIFF shall be responsible for the maintenance, repair, and/or replacement, and insurance of SHERIFF's communication equipment, and for all costs associated with the maintenance, repair, and/or replacement, and insurance of SHERIFF's communication equipment. SHERIFF shall coordinate with COUNTY's Property & Real Estate Management Division prior to inspecting or performing any work on the communication equipment.
7. SHERIFF agrees to install only the equipment listed and/or shown in Exhibits "A" and "B" to the Connemara Agreement, as amended. SHERIFF agrees to utilize only the frequencies assigned to it in Exhibit "C" to the Connemara Agreement, as amended.
8. SHERIFF acknowledges that its use of the Building is subject to COUNTY's agreement with CONNEMARA, and agrees that it shall not take any action that would place COUNTY in violation of the terms of the Connemara Agreement. SHERIFF further agrees that any such action will be grounds for immediate termination by COUNTY of this Agreement and all rights granted to SHERIFF hereunder.
9. This Agreement shall remain in effect from the Agreement Effective Date until the termination or expiration of the Connemara Agreement, as amended.
10. This Agreement shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("Agreement Effective Date").

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

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, Director
Facilities Development & Operations

ATTEST:

By: _____

RIC L. BRADSHAW, SHERIFF, in
his capacity as the Sheriff of Palm Beach
County, Florida, a State constitutional
officer

By: _____
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Ass't Legal Advisor, PBC Sheriff's Office

EXHIBIT "A"

Agreement

Exhibit “B”

First Amendment

EXHIBIT "A"

R99 258 D

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of FEBRUARY 1999, by and between the Connemara Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, LESSOR is the Condominium Association which governs and controls the common areas of the 26 story condominium known as the Connemara Condominium, located at 5420 N. Ocean Drive, Riviera Beach, Florida (the "Condominium"); and

WHEREAS, COUNTY has a need to place communication equipment on a tower or building in the Northern Palm Beach County area to support County's new 800 MHZ system and public safety communications requirements generally; and

WHEREAS, LESSOR has space available on the rooftop of the Condominium building (the "Building") for installation of COUNTY's communication equipment;

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:

ARTICLE I
TERM OF AGREEMENT

Section 1.01 Length of Term and Commencement Date.

The term of this Agreement shall commence upon the execution hereof by County and shall extend for a period of twenty-five (25) years thereafter, unless earlier terminated pursuant to the provisions of this Agreement (the "Term").

Section 1.02 Termination of Agreement.

COUNTY shall have the right to terminate this Agreement subject to the conditions set forth below in the event:

- a. COUNTY fails to receive after diligent effort, obtain, and/or maintain any consent, permit or approval of any governmental entity necessary for COUNTY to operate its business and/or to construct and use its Communication Equipment as hereinafter defined, as contemplated herein; or
- b. COUNTY no longer desires, as determined in its sole discretion, to use or occupy the rooftop of the Building for operation of its Communication Equipment.

COUNTY shall advise LESSOR of its intent to terminate this Agreement by giving LESSOR written notice of termination, setting forth the effective date of such termination. Thereafter, COUNTY shall remove all its Communication Equipment and appurtenances installed upon and/or within the Building, shall repair any damage occasioned thereby and shall restore the areas occupied by County's Communication Equipment to the condition same were in upon execution of this Agreement. Notwithstanding the foregoing, the COUNTY shall not remove the emergency generator which shall become the property of LESSOR upon termination of this Agreement. Upon completion of the foregoing work, this Agreement shall terminate and the parties shall be released of all further liability arising hereunder, with the exception only of any then existing defaults or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE II
RENT

Section 2.01 Annual Gross Rent.

COUNTY shall pay LESSOR an Annual Gross Rent of Twenty-Three Thousand Dollars (\$23,000). The Annual Gross Rent shall be payable commencing on the first day of the month following the date upon which the COUNTY has obtained all necessary governmental approvals and permits for the installation and operation of the COUNTY's Communication Equipment, but not later than nine (9) months following the execution of this Agreement by COUNTY (the "Rental Commencement Date") and on each anniversary thereof during the Term of this Lease.

Section 2.02 Cost of Living Adjustment to Annual Gross Rent.

Commencing one (1) year from the Rental Commencement Date, and on the commencement of each subsequent one (1) year period thereafter during the term of this Agreement (hereinafter referred to as an "Adjustment Date"), the annual Gross Rent shall be adjusted as hereinafter set forth in accordance with any increase in the Consumer Price Index for all Urban Consumers, All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor (hereinafter referred to as "CPI"). On each Adjustment Date, the annual Gross Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month three months preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for the month in which the Rental Commencement Date occurs. In no event shall the annual Gross Rent after adjustment be less than the annual Gross rent for the immediately preceding one (1) year period. In the event that during the Term of this Lease the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher of similar information chosen by the County.

Section 2.03 Assessments and Property Taxes.

During the Term of this Lease, COUNTY shall pay before delinquency all personal property taxes and assessments levied by any governmental authority on the County's Communication Equipment and on any Alterations constructed by COUNTY.

ARTICLE III
INSTALLATION OF COMMUNICATION EQUIPMENT

Section 3.01 County's Work.

COUNTY shall have the right to install in/on the two equipment rooms on the rooftop of the Building County's 800 MHZ radio equipment, batteries, air conditioners, generators, microwave dishes, antennas and appurtenances as described in Exhibit "A" attached hereto (hereinafter collectively referred to as "County's Communication Equipment"). Said Communication Equipment shall be installed in the locations indicated on the Floor Plans attached hereto as Exhibit "B". In addition, COUNTY shall replace the existing LP fueled 175 KW emergency generator with an LP fueled 200 KW generator in the location of the existing generator on the first floor of the Building. COUNTY will also install i) a generator transfer panel in the first floor generator room to service its Communication Equipment; ii) power panels and electrical distribution conduit from the first floor to the penthouse following the path of existing electrical conduit located in the laundry rooms; and iii) a separate electrical meter to measure the consumption of electricity by COUNTY's Communication Equipment. COUNTY shall prepare detailed plans and specifications for the installation of said Communication Equipment, the generator and supporting electrical system, and shall submit same to LESSOR for its approval prior to commencing installation thereof, which approval shall not be unreasonably withheld.

Section 3.02 Alterations.

COUNTY shall not install any additional antennas or equipment upon the Building,

nor construct any additional improvements not specifically identified in Exhibits "A" and "B" attached hereto without LESSOR's prior written consent. In the event either party hereto proposes to conduct any installation, alteration, improvement, or modification of the buildings, structures or equipment on the rooftop of the Building (hereinafter collectively referred to as "Alterations"), the party proposing to conduct said Alterations shall submit to the other party detailed plans and specifications for the proposed Alterations for the other party's prior review and written approval, which approval shall not be unreasonably withheld.

Section 3.03 Construction Liens.

In compliance with Florida Statutes 713.10, COUNTY covenants and agrees that nothing contained in this Agreement shall be construed as a consent on the part of the LESSOR to subject the estate of the LESSOR to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the LESSOR's estate shall not be subject to such liability. COUNTY shall notify any and all contractors and subcontractors employed by or on behalf of COUNTY of this provision of this Agreement. In the event any construction lien is filed against the estate of LESSOR as a result of any work performed by or on behalf of COUNTY, COUNTY shall bond or transfer said lien to security within fifteen (15) days of notice from LESSOR of the existence of said lien.

Section 3.04 General Provisions.

Any and all equipment and appurtenances thereto placed on the rooftop or within the equipment buildings on the rooftop by the COUNTY or any Alterations to such equipment located on or about the rooftop by COUNTY shall be purchased, insured, installed and maintained by COUNTY, at COUNTY's own cost and expense. COUNTY shall obtain at its sole cost and expense all governmental permits and approvals required for such installation and maintenance prior to commencing such work. All work done by COUNTY in connection with the performance of County's Work and any repairs, maintenance and other work to be performed by COUNTY pursuant to this Agreement shall be done only by duly licensed contractors or subcontractors specializing in such work, and shall be performed in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the governmental permits and approved plans and specifications.

**ARTICLE IV
USE OF ROOFTOP SPACE**

Section 4.01 Use.

COUNTY shall have the right to access, use and operate its Communication Equipment on a 24 hour basis during the entire Term of this Agreement. The frequencies to be utilized by COUNTY are set forth in Exhibit "C" attached hereto. COUNTY shall not utilize any additional frequencies without the prior written consent of LESSOR, which shall not be unreasonably withheld. LESSOR reserves the right to allow third parties to utilize space on the rooftop of the Building for communication purposes, subject to the requirements of this Lease.

Section 4.02 Interference.

Exhibit "C" is a list of the frequencies to be utilized by COUNTY in the operation of its Communication Equipment. COUNTY shall be solely responsible for the selection and use of the designated frequencies in Exhibit "C". The parties mutually agree not to cause or allow any interference with the other party's communication facilities or equipment or any party's permitted use of the rooftop of the Building. No party shall modify, or permit the modification of, any antenna or associated combiner, multicoupler, cross band couplers or other components of the other party's receive and transmit antenna systems, which should in any way reduce the "Effective Radiated Power" or "Coverage" of the other party's radio communications system. A party will be deemed the "interfering party" if it introduces any activity or change, modification or addition to its communications facilities, equipment or its use of the rooftop of the Building that interferes with another party's existing communication facilities or equipment or any other party's then currently authorized use thereof. The interfering party upon receipt of written notice from any other party using the

Building for operation of communications equipment will take all steps necessary at its sole cost to correct and eliminate such interference and to cause its equipment to operate within its assigned frequencies. The interfering party's failure to take immediate action to terminate any such interference shall constitute a default under this Agreement. A default by a third party leasing space on the rooftop of the Building from LESSOR shall constitute a default by LESSOR hereunder. Prior to installation of any equipment of the rooftop of the Building utilizing a frequency other than identified in Exhibit "C" attached hereto, the party proposing said installation shall obtain at its sole cost and expense an intermodulation study performed by a licensed engineer to determine the compatibility of equipment to be installed with the systems then existing on the rooftop of the Building. Copies of said intermodulation studies shall be provided to all parties then maintaining the equipment of the Rooftop of the Building prior to installation of the equipment. In the event said intermodulation study indicates that said equipment will interfere or is likely to interfere with any of the equipment identified in Exhibits "A" and "B" and/or the frequencies identified in Exhibit "C" attached hereto, then said party shall not proceed with said installation.

Section 4.04 Governmental Regulations.

The parties hereto shall each comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to their use of the rooftop of the Building or the Condominium generally.

ARTICLE V
REPAIRS AND MAINTENANCE

Section 5.01 Building.

LESSOR shall maintain the Building in good repair and condition at all times during the Term of this Agreement, at LESSOR's sole cost and expense. Notwithstanding the foregoing, any and all damages to the Building caused by COUNTY shall be repaired by COUNTY at its sole cost and expense.

Section 5.02 County's Equipment and Personal Property.

COUNTY shall, at its sole cost and expense, maintain its Communication Equipment and appurtenances located on or about the rooftop of the Building in good repair and condition throughout the term of this Agreement. COUNTY shall also maintain and repair the emergency generator at its sole cost and expense.

ARTICLE VI
INSURANCE

Section 6.01 Liability Insurance.

COUNTY shall, during the entire Term hereof, provide LESSOR with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of \$100,000 per person and \$200,000 per incident or occurrence. In the event the Legislature should change the COUNTY's exposure by Statute above or below the sums insured against, COUNTY shall provide insurance to the extent of that exposure.

Section 6.02 Personal Property.

COUNTY's Communication Equipment and personal property placed or located on the rooftop of the Building shall be kept there at the sole risk of COUNTY. Notwithstanding the foregoing, LESSOR shall take all reasonable measures to restrict access to the rooftop of the Building and to prohibit unauthorized access to County's Communication equipment.

ARTICLE VII
DAMAGE OR DESTRUCTION OF
THE TOWER AND/OR THE EQUIPMENT BUILDING

Section 7.01 Damage or Destruction by Fire, War or Act of God.

In the event the Building shall be destroyed, damaged or injured by fire, windstorm or other casualty during the term of this Agreement, LESSOR shall restore same in

accordance with the provisions of Article XII of the Declaration of Condominium of the Connemara Condominium. In the event that such casualty causes damage to the Building or the Building's systems such that COUNTY is unable to access or operate its Communication Equipment, LESSOR shall, subject to the provisions of Article XII of the Declaration of Condominium, take such measures as may be reasonably required to assist COUNTY in restoring its Communications Equipment to an operational condition. In the event that it is determined in accordance with Article XII of the Declaration of Condominium that the damaged areas of the Building shall not be restored, LESSOR shall immediately thereafter provide COUNTY with written notice of said determination whereupon COUNTY shall have the right, at its option, to terminate this Agreement. During any period of time in which such casualty prevents COUNTY from operating its Communication Equipment, the Annual Rent shall abate until COUNTY is able to restore its equipment to an operational condition.

ARTICLE VIII **UTILITIES**

COUNTY shall install, at its cost and expense, a separate meter measuring the consumption of electricity associated with COUNTY's use of its Communication Equipment. COUNTY shall be responsible for payment of all separately metered electricity charges for the operation of COUNTY's Communication Equipment.

ARTICLE IX **DEFAULT**

Section 9.01 Default.

In the event either party hereto shall fail to perform or observe any of the terms, covenants or conditions of this Agreement on said party's part to be performed, the same shall constitute a default hereunder. In the event said default has not been fully and completely cured within thirty (30) days of written notice of said default by the non defaulting party, or in the event such default is not reasonably capable of being cured within a thirty (30) day period, the defaulting party does not immediately upon receipt of notice of such default commence to cure same and thereafter proceed with all due diligence to complete the cure of such default within a reasonable period of time under the circumstances, the non defaulting party shall have right to seek all remedies available at law or in equity for such default, including the right of specific performance.

Section 9.02 Waiver, Accord and Satisfaction.

The waiver by either party of any default by the other party of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same of any other term, condition or covenant herein contained. The written consent or approval by LESSOR to or of any act by COUNTY requiring LESSOR's consent or approval shall not be deemed to waive or render unnecessary LESSOR's consent to or approval of any subsequent similar act by COUNTY.

Section 9.03 Enforcement Costs.

In the event any action, suit or proceeding is commenced with respect to the interpretation or enforcement of this Agreement, the prevailing party therein shall be entitled to recover all costs, expenses and fees, including, without limitation, reasonable attorney's fees, expended or incurred by such party in connection therewith, including any such costs, expenses and fees upon appeal and in post judgement proceedings.

ARTICLE X **ACCESS**

COUNTY shall have the right to enter upon the Condominium at all times in order to gain access to its Communication Equipment. LESSOR shall provide COUNTY with 24 hour access to the Rooftop of the Building and to County's Communication Equipment.

ARTICLE XI
ANNUAL BUDGETARY FUNDING

This Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

ARTICLE XII
CONDEMNATION

If all or part of the Condominium shall be taken or condemned for public or quasi-public use and as a result the COUNTY's ability to access and/or operate its Communication Equipment is prohibited or materially restricted, either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Any such termination shall be effective as of the date title is vested in the condemning authority. Upon the effective date of such termination, the parties shall be relieved of all further obligations arising subsequent to the date of termination, with the exception only of any then existing defaults, or matters in existence at the time of such termination which would constitute a default with the passage of time and the giving of any required notice.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13 .01 Non-Discrimination.

LESSOR shall assure and certify that it will comply with Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R-92-13 and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, martial status, sexual orientation or disability.

Section 13 .02 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, LESSOR hereby certifies that, to its knowledge, LESSOR, its affiliates, agents, contractors, employees or suppliers who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Commencement Date of the Term of this Agreement. This certification is required pursuant to Florida Statute 287.133(3)(a).

Section 13 .03 Entire Agreement.

This Agreement an any Exhibits attached hereto constitute all agreements, conditions and understandings between COUNTY and LESSOR concerning the Property. All representations, either oral or written shall be deemed to be merged into this Agreement. No alteration, modification, waiver, change or addition to this Agreement shall be binding upon COUNTY or LESSOR unless reduced to writing and signed by them.

Section 13 .04 Notices.

Any consents, approvals and permissions by the parties hereto shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and mailed prepaid by certified mail return receipt requested, addressed:

(a) If to LESSOR at:

Connemara Association Board of Directors
c/o Property Manager
5420 N. Ocean Drive, suite 101
Singer Island, FL 33408

(b) If to the COUNTY at:

Palm Beach County Property & Real Estate
Attn: Director
3323 Belvedere Road, Bldg. 503
West Palm Beach, FL 33406-1548

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

or such address as the COUNTY or LESSOR, respectively, may designate in writing. All notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

Section 13 .05 Severability.

If any term of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

Section 13 .06 Captions.

The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section 13 .07 Recording.

COUNTY shall not record this Agreement, or any memorandum or short form thereof, without the written consent and joinder of LESSOR.

Section 13 .08 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 13 .09 Governing Law.

This Agreement shall be governed by, constructed and enforced in accordance with the laws of the State of Florida and venue shall be in Palm Beach County.

Section 13 .10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Rest of page intentionally left blank.

Section 13.11

Benefit and Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

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

ATTEST:

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

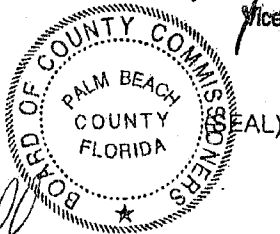
Dorothy H. Wilken, Clerk

By: Linda C. Hickman
Deputy Clerk

By: [Signature]
Vice Chair FEB 23 1999

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Assistant County Attorney



R99 258 D

CONNEMARA Association, a Florida
non-for-profit Corporation

Stacey Towers
Witness Signature

Stacey Towers
Print Name

[Signature]
Witness Signature

DAVID NOBLE
Print Name

By: Leo Ogozaly
President

Leo Ogozaly
Print Name



(ASSOCIATION SEAL)

MI 0224507178577
DOB exp
7/22/22 7/22/99
is.
8-29-91

STATE OF FLORIDA
COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 23 day of February, 1999,
by Leo Ogozaly as President of the Connemara Association, Inc. on behalf of
the corporation, who is personally known to me or has produced MI Drivers License
#0224507178577 as identification.
7-22-22 X 99 is. 8-29-91

(SEAL)

Stacey P. Towers
Notary Public: State of Florida
Print Name: Stacey Towers
My Commission Expires: Aug. 15, 2000

EXHIBIT A

CONNEMARA CONDOMINIUM RADIO EQUIPMENT LIST

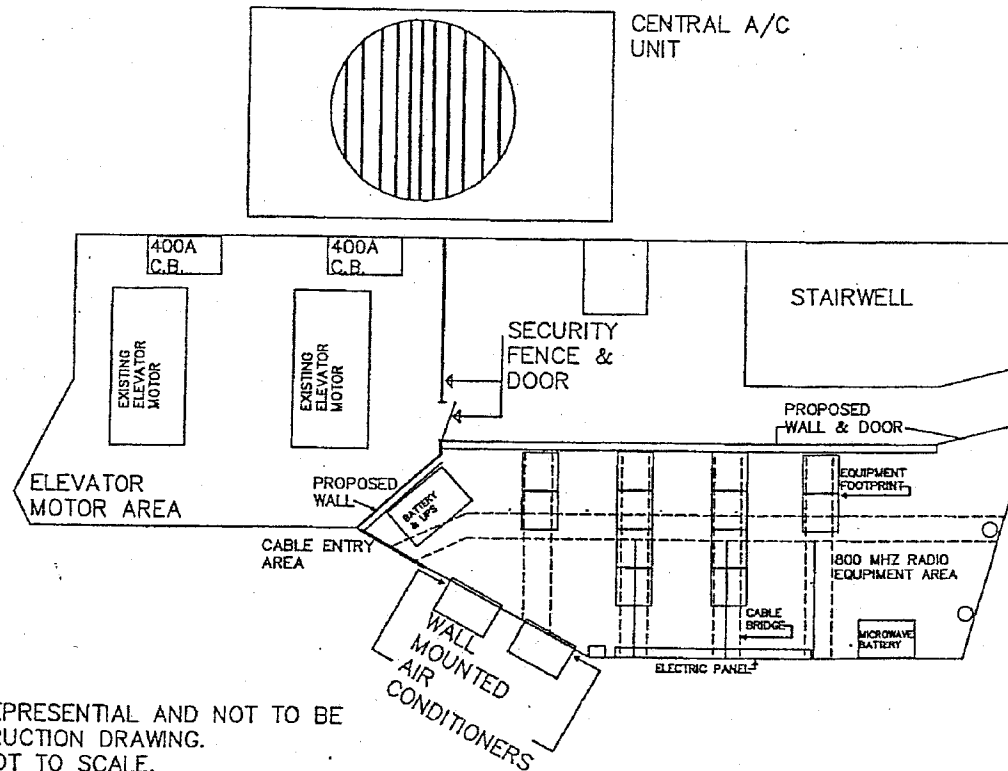
- 31 - Motorola Repeaters (30, 800 Mhz. and 1 VHF).
- 2 - 6 Ghz Microwave Radios and Multiplex equipment.
- 1 - Microwave Battery Charger and batteries.
- 4- 800 Mhz. Transmitter Combiners.
- 1- 30 KVA Uninterruptible Power Supply (UPS) and External Back-Up Batteries.
- 1- Simulcast Zone Controller.
- 1- Receiver Pre-Amp.
- 5 - Celwave BMR12H 800 Mhz. antennas.
- 2 - 6 Foot Microwave dishes.
- 1- DB222 VHF antenna.
- 1- GPS receive antenna.
- 1 - Site Controller.
- 2- 6 Ton Air Conditioners.
- 1 - Emergency Back-Up Generator and Transfer Panel

Site equipment is to include the installation of an overhead cable rack, interconnection cabling, antenna cables, and standard electrical service.

A partition wall and door is proposed as shown in Exhibit B.

H:\WPDATA\CENTRAL\EQIPLST.WPD

EXHIBIT B
PAGE 1



NOTES:

1. THIS DRAWING IS REPRESENTATIONAL AND NOT TO BE CONSIDERED A CONSTRUCTION DRAWING.
2. THIS DRAWING IS NOT TO SCALE.

CONNEMARA CONDOMINIUM
SINGER ISLAND
PROPOSED FLOORPLAN

PALM BEACH COUNTY
COMMUNICATIONS DIVISION

DRAWN BY:
M.L.F.

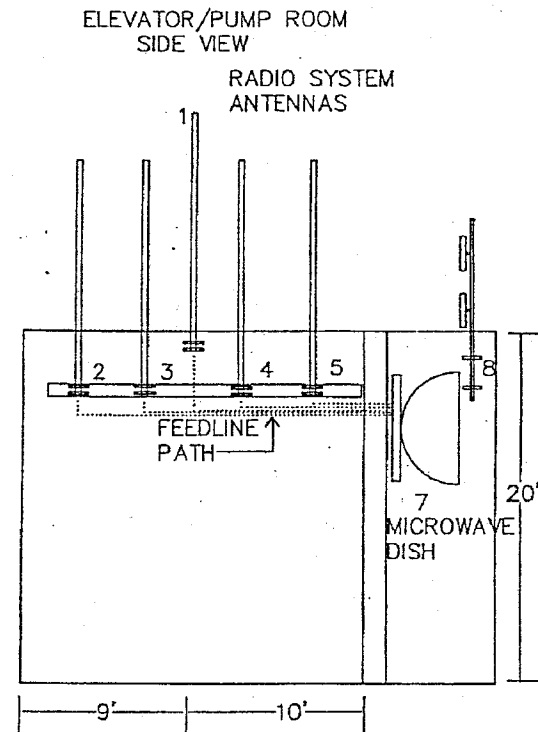
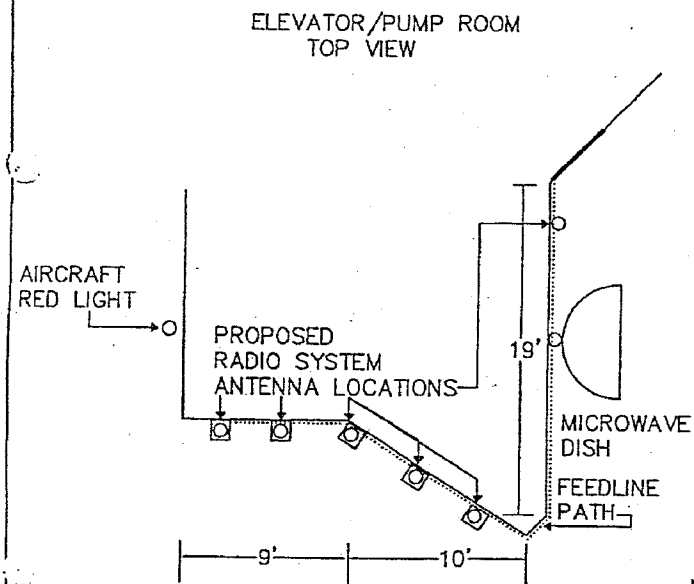
NO.	REVISIONS	DATE
1	ADDED BATTERY AND UPS TO FLOOR PLAN	7/20/98
2	REARRANGED EQUIPT. FOOTPRINTS	2/1/99

FILE \NCENT\CONNFLR4 DATE 4/20/98



SHEET
1 OF 2

EXHIBIT B PAGE 2



NOTES:
1. ANTENNAS SHOWN ARE CONCEPTUAL AND FOR DIMENSIONING PURPOSES ONLY.

CONNEMARA CONDOMINIUM
SINGER ISLAND
OUTSIDE TOP AND SIDE VIEWS OF THE ROOFTOP
ELEVATOR/PUMP ROOM

REVISIONS		
NO.		DATE
1	ADDED VHF MOSCAD BACKUP ANTENNA	8/20/98
FILE \NCENT\CONNEMAS . DATE 1/3/99		

PALM BEACH COUNTY
COMMUNICATIONS DIVISION

DRAWN BY:
M.L.F.

← N

SHEET
2 OF 2

EXHIBIT C		CONNEMARA CONDOMINIUM FREQUENCY LIST					
FEBRUARY 3, 1998							
ANT #	ANTENNA MODEL	HIGHT	ANTENNA LOCATION	ERP(W)	FREQUENCIES		USE
					TRANS.	REC.	
1	BMR12-B (1)	300'	ROOF TOP		866.1000	821.1000	COUNTY TRUNKED SYSTEM (NPSPAC)
2	BMR12-B (2)	300'	ROOF TOP	990	866.1250	821.1250	COUNTY TRUNKED SYSTEM (NPSPAC)
3	BMR12-B (2)	300'	ROOF TOP	990	866.3250	821.3250	COUNTY TRUNKED SYSTEM (NPSPAC)
4	BMR12-B (2)	300'	ROOF TOP	990	866.3500	821.3500	COUNTY TRUNKED SYSTEM (NPSPAC)
5	BMR12-B (2)	300'	ROOF TOP	990	866.6000	821.6000	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	866.6250	821.6250	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	866.7500	821.7500	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	866.8250	821.8250	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	866.8500	821.8500	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.1000	822.1000	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.3250	822.3250	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.3500	822.3500	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.3750	822.3750	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.4000	822.4000	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.5750	822.5750	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	867.7625	822.7625	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	868.2250	823.2250	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	868.3750	823.3750	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	868.6500	823.6500	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	868.7000	823.7000	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	868.7250	823.7250	COUNTY TRUNKED SYSTEM (NPSPAC)
				990	851.8875	806.8875	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	852.3125	807.3125	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	853.7125	808.7125	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	853.7375	808.7375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	853.7625	808.7625	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	856.3375	811.3375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	857.3375	812.3375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	858.3375	813.3375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	859.3375	814.3375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
				990	860.3375	815.3375	COUNTY TRUNKED SYSTEM (NON-NPSPAC)
7	HPB-66E	300'	ROOF TOP	TBD	TBD	TBD	COUNTY MICROWAVE TO NORTH EMS
8	DB222	300'	ROOF TOP	20	159.15	159.15	MOSCAD VHF BACKUP ANTENNA
1. ANTENNA 1 IS RECEIVE ONLY ON THE FREQUENCIES LISTED.							
2. ANTENNAS 2,3,4,&5 ARE TRANSMIT ONLY ON THE FREQUENCIES LISTED.							
3. COUNTY MICROWAVE FREQUENCY AND ERP TO BE DETERMINED AS PART OF THE 800 MHZ SYSTEM DESIGN. MICROWAVE DISH LOCATION MAY BE MODIFIED TO MEET THE DESIGN REQUIREMENTS.							
File:vincentralfreq1st1.wb3							

EXHIBIT "B"

Exhibit "B"

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (R99-258-D) (the "First Amendment"), made and entered into by and between the **CONNEMARA ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter referred to as "LESSOR", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, LESSOR and COUNTY entered into that certain Agreement dated February 23, 1999 (R99-258-D) (the "Agreement"), for COUNTY's installation of communication equipment upon the rooftop of the Building as defined in the Agreement; and

WHEREAS, COUNTY desires to install additional communication equipment and update the frequencies; and

WHEREAS, in order to accommodate COUNTY's request, it is necessary to modify the County's Communication Equipment exhibit, the Floor Plans exhibit, and the Frequency List exhibit of the Agreement; and

WHEREAS, COUNTY and LESSOR have agreed to increase COUNTY's Annual Gross Rent in exchange for COUNTY's increased use of the rooftop of the Building; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect as in the Agreement.

2. (a) The Annual Gross Rent is hereby increased by Four Thousand Dollars (\$4,000.00) from the rate of \$28,079.63 to \$32,079.63. LESSOR acknowledges that COUNTY had previously paid LESSOR the Annual Gross Rent of \$28,079.63 that was due pursuant to the terms of the Agreement for the period November 1, 2007 - October 31, 2008. The parties agree that the \$4,000 increase shall be prorated for the remainder of the current rental period as set forth below. The parties further agree that the figure of \$32,079.63 shall be used for calculating the rental rate for the rental period that commences November 1, 2008.

(b) COUNTY's payment of the Four Thousand Dollar (\$4,000.00) increase to the Annual Gross Rent shall be prorated (the "Proration Payment") for the remainder of the current rental period commencing on the date thirty (30) calendar days after the First Amendment Effective Date, as hereinafter defined, and ending on October 31, 2008. COUNTY shall pay LESSOR the Proration Payment within fifteen (15) calendar days after the First Amendment Effective Date.

3. Exhibit "A" (Communication Equipment) of the Agreement is hereby replaced with Exhibit "A" (Communication Equipment) attached hereto and made a part hereof.

4. Exhibit "B" (Floor Plans) of the Agreement is hereby replaced with Exhibit "B" (Floor Plans) attached hereto and made a part hereof.

5. Exhibit "C" (Frequency List) of the Agreement is hereby replaced with Exhibit "C" (Frequency List) attached hereto and made a part hereof.

6. Section 13.04, Notices, is modified to change the addresses for COUNTY to:

(b) If to the COUNTY at:

Palm Beach County
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

With a copy to:
Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

7. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "First Amendment Effective Date").

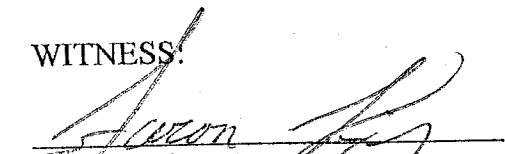
8. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

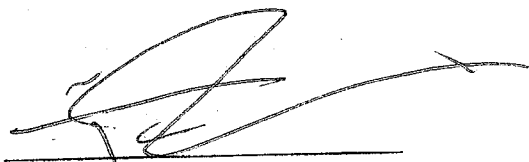
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

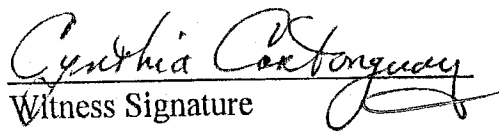
IN WITNESS WHEREOF, LESSOR and COUNTY have executed this First Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

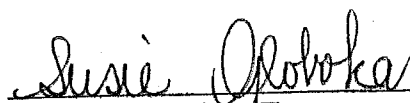
CONNEMARA ASSOCIATION,
INC., a Florida non-profit corporation

WITNESS:


Witness Signature
Aaron King
Print Witness Name

By: 
Timothy Tavis, President


Witness Signature
CYNTHIA CASTONGUAY
Print Witness Signature

By: 
Susie Globokar, Treasurer

ATTEST:

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

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT A

CONNEMARA CONDOMINIUM RADIO EQUIPMENT LIST

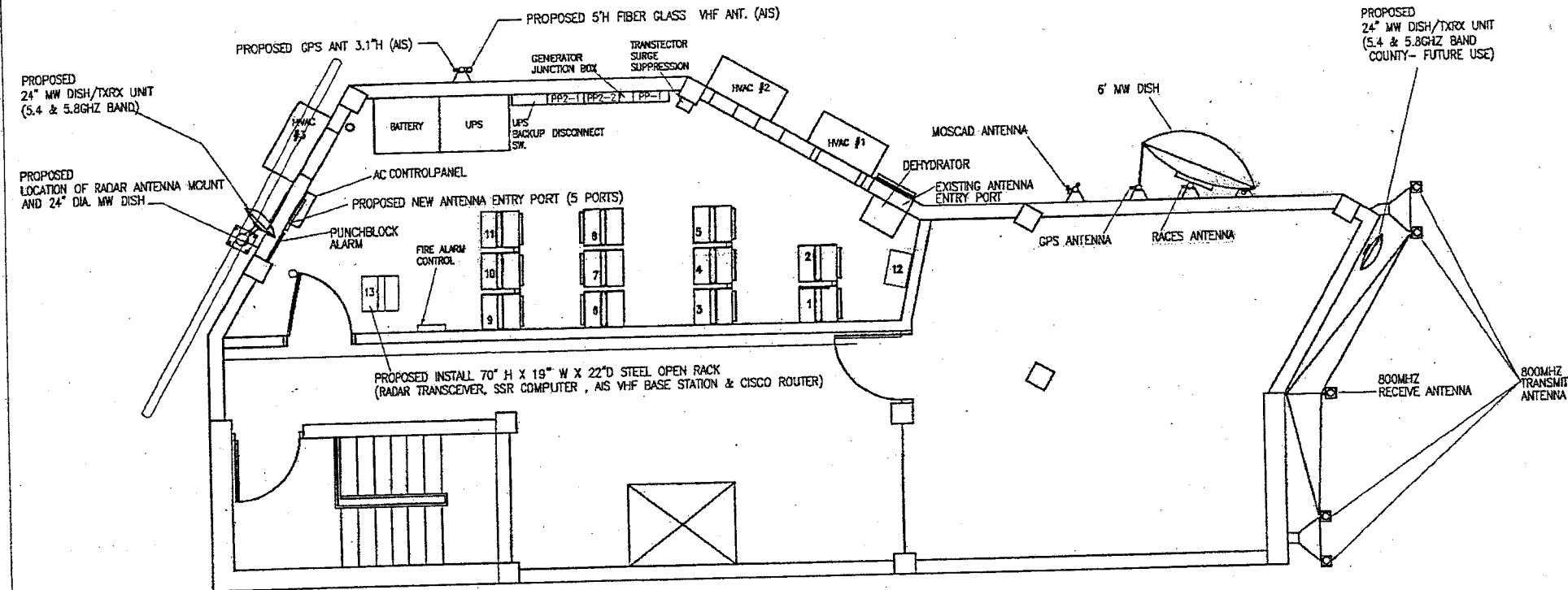
- 31 Motorola Repeaters (30, 800MHz, 1 VHF).
- 2 GHz Microwave Radio and Multiplex equipment.
- 1 Microwave Battery Charger and Batteries.
- 4 Celwave 800MHz Transmitter Combiner.
- 1 20KVA Uninterruptible Power Supply (UPS) and External Back-up Batteries.
- 1 Motorola Simulcast Zone Control.
- 1 TXRX Receiver Pre-Amp.
- 5 Celwave BMR12H 800MHz antennas.
- 1 6 Foot Microwave dish.
- 1 DB222 VHF antenna (MOSCAD).
- 1 Motorola Site Controller.
- 3 6 Ton Wall Mount Air Conditioners.
- 1 Emergency Back-up Generator and Transfer Panel.
- 1 Andrew Dehydrator.
- 1 Motorola repeater VHF (RACES).
- 1 Telewave ANT150F2 VHF antenna (RACES).
- 1 GPS antenna 800MHz radio system.
- 1 * Terma 18' HP-F-35 radar antenna.
- 1 * Terma radar transceiver.
- 2 * 5.4 & 5.8GHz Short Hop Microwave system includes 24" dish and transceiver.
- 1 * SSR radar computer.
- 1 * Kongsberg AIS BS410 Marine VHF Base Station.
- 1 * Kongsberg AIS GPS antenna.
- 1 * Cisco router.
- 1 * Telewave ANT150F2 VHF antenna (AIS).

Site equipment is to include the installation of an overhead cable rack, interconnection cabling, antenna cables and standard electrical service.

A partition wall and door is proposed as shown in Exhibit B.

* New proposed equipment.

EXHIBIT B



RACK NO.	DESCRIPTION
1	MICROWAVE POWER SYSTEM
2	MICROWAVE RADIO
3	REMOTE SITE CONTROLLER (RSC)
4	MOSCAD RTU 1&2, PUNCHBLOCKS
5	TRANS. GPS
6	TRANSMITTER COMBINER 1 & 2 - FILTER 1 & 2
7	TRANSMITTER COMBINER 3 & 4 - FILTER 3 & 4
8	QUANTAR 1-8
9	QUANTAR 9-16
10	QUANTAR 17-24
11	QUANTAR 25-28, RECEIVER MULTICOUPLER, ITA

EQUIPMENT PLAN AT UPPER LEVEL PENTHOUSE
SCALE 1/4" = 1'-0"

RACK. NO	DESCRIPTION
12	RACES REPEATER
13	RADAR TRANSCIVER, SSR PC, AIS VHF BASE STATION AND
	CISCO ROUTER

PALM BEACH COUNTY, ELECTRONIC SERVICE DIVISION	NO.	DATE
CONNEMARA CONDOMINIUM SINGER ISLAND, TOP VIEW RADIO EQUIPMENT ROOM		

EXHIBIT "C"

EXHIBIT C

Palm Beach County Electronic Services & Security Division CONNEMARA CONDOMINIUM FREQUENCY LIST 3/28/2008

800MHz Trunked Radio Frequencies Reband Frequency Plan (Note1)

Channel NO.	TX Frequency	RX Frequency
1	852.7625	807.7625
2	852.5750	807.5750
3	853.7250	808.7250
4	852.3750	807.3750
5	857.3125	812.3125
6	852.3250	807.3250
7	852.1000	807.1000
8	851.8500	806.8500
9	851.8250	806.8250
10	851.7500	806.7500
11	851.6250	806.6250
12	851.6000	806.6000
13	851.3500	806.3500
14	851.3250	806.3250
15	851.1250	806.1250
16	851.1000	806.1000
17	860.3375	815.3375
18	859.3375	814.3375
19	852.4000	807.4000
20	857.3375	812.3375
21	856.3375	811.3375
22	860.3125	815.3125
23	853.7000	808.7000
24	853.6500	808.6500
25	853.3750	808.3750
26	853.2250	808.2250
27	856.3125	811.3125
28	858.3125	813.3125
Planned Freq 852.3500 807.3500		
Planned Freq 859.3375 814.3375		
Planned Freq 860.3375 815.3375		

Current Frequency Plan

Channel NO.	TX Frequency	RX Frequency
1	867.7625	822.7625
2	867.5750	822.5750
3	868.7250	823.7250
4	867.3750	822.3750
5	857.3125	812.3125
6	867.3250	822.3250
7	867.1000	822.1000
8	866.8500	821.8500
9	866.8250	821.8250
10	866.7500	821.7500
11	866.6250	821.6250
12	866.6000	821.6000
13	866.3500	821.3500
14	866.3250	821.3250
15	866.1250	821.1250
16	866.1000	821.1000
17	860.3375	815.3375
18	859.3375	814.3375
19	867.4000	822.4000
20	857.3375	812.3375
21	856.3375	811.3375
22	860.3125	815.3125
23	868.7000	823.7000
24	868.6500	823.6500
25	868.3750	823.3750
26	868.2250	823.2250
27	856.3125	811.3125
28	858.3125	813.3125
Planned Freq 867.3500 822.3500		
Planned Freq 859.3375 814.3375		
Planned Freq 860.3375 815.3375		

Others:

Equipment	TX Frequency	RX Frequency	Description
1	159.1500	159.1500	MOSCAD
2	146.8800	146.2800	RACES
3	5.4 GHZ AND 5.8GHZ		SHORT HOP MICROWAVE
4	9410.0000	9410.0000	RADAR DETECTION
5	156.025 THRU 162.025		MARINE VHF BASE STATION

Note 1: Palm Beach County will fully operating on re-banding frequencies by December 1, 2009.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 03/19/2008

REQUESTED BY: Martha LaVerghetta, Property Specialist, PREM

SENT TO: Ray Carlson, Division Manager, Radio Services, PBSO

PROJECT NAME: Internal Memorandum of Understanding between PBC and PBSO for PSBO's placement of a radar antenna on the Connemara Rooftop.

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

BUDGET ACCOUNT NO:

FUND: 01001 DEPT: 2130 UNIT: 520 OBJ: 4410 PROGRAM:

FIVE YEAR SUMMARY OF FISCAL IMPACT

FISCAL YEARS	2008	2009	2010	2011	2012
CAPITAL EXPENDITURES	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
OPERATING COSTS (rent)	<u>\$1,334.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>
EXTERNAL REVENUE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
PROGRAM INCOME (COUNTY)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
IN KIND MATCH (COUNTY)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$1,334.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>	<u>\$4,000.00</u>

PROPOSED BCC MEETING DATE: June 3, 2008

BAS APPROVED BY: RA. Cube 6751 DATE: 3-19-08

G:\PROPERTY MGMT SECTION\OUT LEASE\CONNEMARA COMMUNICATION TOWER\AMENDMENT NO 1\BAS.DOC

ATTACHMENT # 4


Connemara Association, Inc.

5420 N. OCEAN DR. SUITE 101
SINGER ISLAND, FLORIDA 33404
(561) 848-8605 FAX (561) 848-2279

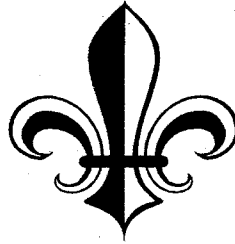
June 12, 2008

To Whom It May Concern:

The undersigned, the duly authorized Secretary of Connemara Association, Inc., a not for profit corporation in the State of Florida, does hereby certify that Tim Tavis, President of the Board of Directors and Susie Globokar, Treasurer, are authorized to execute on behalf of Connemara Association, Inc. that certain Lease Agreement between Palm Beach county and Connemara Association, Inc. to use the property located at 5420 N. Ocean Drive, Singer Island, Florida for the operation of communication equipment upon the rooftop of the building.



Gary Kurzbard, Secretary
Board of Directors



CONNEMARA ASSOCIATION

BOARD OF DIRECTORS

2008

PRESIDENT

TIM TAVIS

VICE-PRESIDENT

ARLENE STROKER

TREASURER

SUSIE GLOBOKAR

SECRETARY

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IRA CLEMENT

MEMBER

JOHN BOZZOMO

MEMBER

ROBERT BAILEY

June, 2008
