

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

Meeting Date: December 6, 2011 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing a U.S. Government Lease for Real Property Agreement with The United States of America, for the continued use of the County's 45th Street Communications Tower in West Palm Beach for zero rent; and

B) approve a U.S. Government Lease for Real Property Agreement with The United States of America.

Summary: The United States of America Department of Commerce National Oceanic and Atmospheric Administration (NOAA) have been operating at the County's North EMS tower located at 1130 45th Street, in West Palm Beach since 1982. NOAA utilizes the tower to transmit its weather radio broadcasts. NOAA's radio equipment is currently housed in a NOAA owned prefabricated shelter that was damaged in Hurricane Wilma and requires replacement. This will allow NOAA to relocate its radios into the County's radio equipment building, requires NOAA remove its existing prefabricated shelter, and restore the area. The County will supply electric and back up emergency generator power to NOAA's equipment without charge. The existing 1982 agreement will be terminated upon the effective date of this Lease. Either party can terminate the Lease upon one hundred eighty (180) days written notice to the other. The term of the Lease is twenty (20) years with a retroactive commencement date of November 1, 2011, and will expire on October 31, 2031. The annual rent is zero dollars (\$0) per year. NOAA is responsible for maintenance and repairs of its equipment, will remove its Radio Equipment, and restore the premises upon expiration or termination of the Lease. (PREM) District 7 (HJF)

Background and Justification: NOAA has occupied the property and antenna space on the east leg of the tower at 380 feet above ground elevation since March 23, 1982, broadcasting weather radio reports to the citizens of Palm Beach County. NOAA will relocate its radio equipment into the County Building, and remove its existing prefabricated shelter. Upon the effective date of this Lease the existing 1982 agreement will be terminated. County will provide electric and emergency back-up generator power without charge. All modifications or improvements require County consent. Florida Statutes Section 286.23 does not require that a Disclosure of Beneficial Interests be obtained from a governmental entity.

Attachments:

1. Location Map
2. Resolution
3. U.S. Government Lease for Real Property Agreement

Recommended By: Anthony Wolf 11/6/11
Department Director Date

Approved By: [Signature] 11/20/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>	<u><\$0.00></u>
# 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:

No fiscal impact as NOAA will be responsible for maintenance and repairs.

[Signature]

 OFMB
11/16/11

[Signature]

 Contract Development and Control
11-21-11 B. Wheeler

B. Legal Sufficiency:

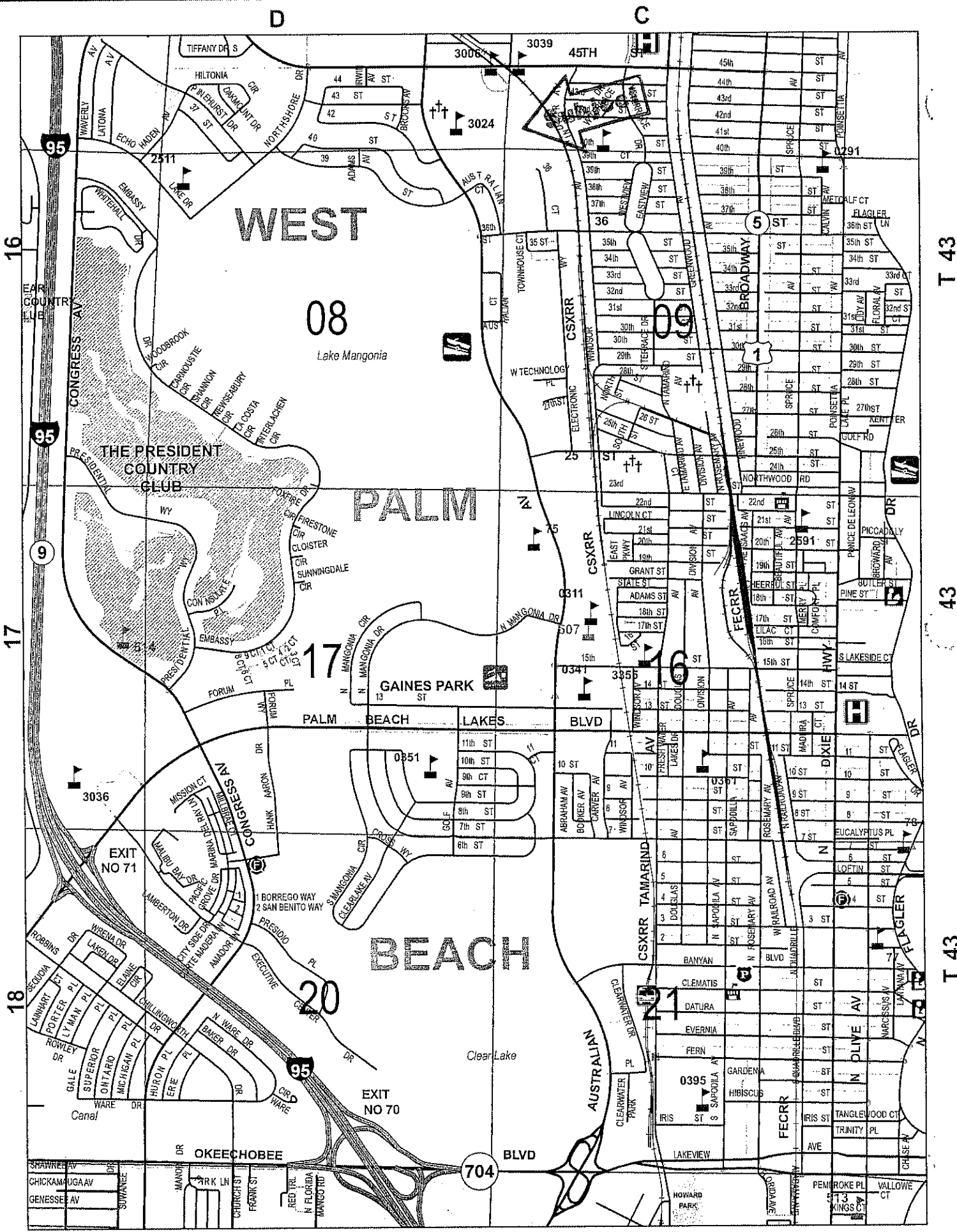
[Signature]

 Assistant County Attorney
11/28/11

C. Other Department Review:

 Department Director

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



LOCATION MAP



RESOLUTION NO. 20 ____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE UNITED STATES OF AMERICA, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States of America (“Government”), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County enter into a new lease for space at the County’s 45th Street tower site for use by the National Oceanic and Atmospheric Administration (NOAA) for the purpose of transmission and reception of weather broadcast communications; and

WHEREAS, Government currently leases tower space and space for an equipment building at the 45th Street tower site under a lease with the County that has been in existence since 1982; and

WHEREAS, Government’s equipment building is in disrepair and Government wishes to enter into a new lease with County in order to relocate NOAA’s communication equipment into the County’s equipment building while retaining its existing space on the tower; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to Government, pursuant to the Lease attached hereto and incorporated herein by reference,

for a term of twenty (20) years and an annual rental of zero dollars (\$0.00), the real property identified in such Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Karen T. Marcus
- Commissioner Paulette Burdick
- Commissioner Shelley Vana
- Commissioner Steven L. Abrams
- Commissioner Burt Aaronson
- Commissioner Jess R. Santamaria
- Commissioner Priscilla A. Taylor

The Chair thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

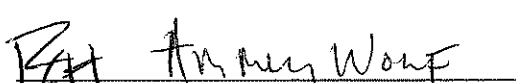
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 11EKW0013X

THIS LEASE under the authority of 40 U.S.C. 585, is made and entered into this date by and between

Palm Beach County, a political subdivision of the State of Florida ("County" or "Lessor"),

whose address is:

Palm Beach County
Facilities Development & Operations Department
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for considerations hereinafter mentioned, covenant and agree as follows;

- 1. Lease of Premises.** Lessor leases to the Government a certain portion of the Property consisting of (a) tower space at approximately 380 foot at the center point of antenna and, (b) transmitter space of approximately 45 square feet in the Lessor owned equipment building located at 1130 45th Street, West Palm Beach, Florida, 33407; Latitude 26 44 59.0N, Longitude 080 04 03.0W, described on attached Exhibit "A" (the portions of the Property described in clause (a) and (b) above, collectively, the "Premises"). This lease supersedes Lease No. NA82WBF00043.
- 2. Term.** TO HAVE AND TO HOLD the said premises for the 20 year term beginning on November 1, 2011 through October 31, 2031, subject to termination and rights as may be hereinafter set forth.
- 3. Rent.** The Government shall pay the Lessor an annual rent payment of zero (\$0.00) dollars.
- 4. Termination.** Either party may terminate this lease at any time by giving at least 180 days notice in writing and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- 5. Permitted Use.** (a) The Government may use the Premises for the transmission and reception of weather broadcast communications and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications antenna and related equipment, cables, accessories and improvements collectively, the "Antenna Facility". The Government's Antenna Facility is shown on Exhibit "A". Lessor's execution of this Lease will signify Lessor's approval of Exhibit "A". The Government has the right to install and operate transmission cables from the transmitters to the antennas and electric lines from the main feed to the transmitters, and access to telecommunication lines. The Government may take appropriate means to secure the Premises provided that the Government receives written consent from the Lessor to change the locks or add any locks to the Lessor's Equipment Shelter or the Property. The Government has the right to modify, supplement, replace, or upgrade the Antenna Facility at any time during the term of this Agreement as described in sub-paragraph (b). The Government shall have the right to perform routine maintenance, and repairs, to the Antenna Facility within the Premises without the consent of Lessor. (b) Prior to the initial installation and future upgrades/replacement of the Government's Communications Facility the Government will supply the Lessor with written plans and specifications ("Plans") to be reviewed and approved by the Lessor prior to installation. Consent may be withheld in the sole and absolute discretion of the Lessor but in no event shall Lessor's approval or disapproval be delayed beyond thirty (30) days from the date that the Government submits the Plans. After approval, the Plans will be considered incorporated in this Lease. If the Lessor disapproves the Plans, then the Government will provide the Lessor with revised Plans, such revisions will be within the Government's reasonable discretion. In the event the Lessor disapproves of the Plans upon a second (2nd) submission, the Government may terminate this Lease.

6. **Interference.** (a) Where there are existing radio frequency user(s) on the Property, the Lessor will provide the Government with a list of all existing radio frequency user(s) on the Property to allow the Government to evaluate the potential for interference. The Government represents and warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. (b) Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Antenna Facility, the operations of the Government or the rights of the Government under this Agreement. Lessor will notify the Government in writing prior to granting any third party the right to install and operate communications equipment on the Property. (c) Lessor will not use, nor will Lessor permit its employees, Lessees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Antenna Facility, the operations of the Government or the rights of the Government under this Agreement. In the event of such interference, Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from the Government. In the event any such interference does not cease within the aforementioned cure period then the Government will have the right to terminate this lease agreement.

The radio frequency utilized by the Government equipment governed by this lease is: 162.475 MHz

Site Name	Transmitter Name	Call Sign	Frequency	Power	WFO
West Palm Beach	Mangonia Park	KEC50	162.475	1000	Miami, FL

7. **Access.** At all times throughout the Term of this Agreement, and at no additional charge to the Government, the Government and its employees, it's subcontractors, will have access to the Antenna Facility twenty-four (24) hours per day, seven (7) days per week.
8. **Removal of Equipment.** Lessor covenants and agrees that no part of the Antenna Facility constructed, erected or placed on the Premises by the Government will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Lessor that all improvements of every kind and nature constructed, erected or placed by the Government on the Premises will be and remain the property of the Government and may be removed by the Government at any time during the Term or at the termination of this Lease.
9. **Operations, Maintenance & Utilities.** (a) The Government will keep and maintain the Antenna Facility in good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain and repair the Property and access thereto, in good condition, subject to reasonable wear and tear and damage from the elements. (b) Lessor will provide the Government with electricity and emergency back-up power for the Antenna Facility. The Lessor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Lessor, electrical service furnished or supplied by Lessor.
10. **Taxes.** The Rental Consideration shall include reimbursement for all taxes and assessments applicable for the leased area. The Government shall not be responsible for the payment of tax increases.
11. **Hazardous Materials.** The leased premises shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.
12. **Title.** Lessor covenants that Lessor's interest in the Premises is sufficient to enter into this lease, and that the Government may request, at any time before or after execution of this Lease, evidence of said interest.
13. **Claims.** The Government is self-insured. The Government agrees to promptly consider and adjudicate any and all claims which may arise out of use of the permitor's premises by Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* or other such legal authority as may be pertinent. The Government also agrees to consider and adjudicate any claims for damage or injury sustained by Government personnel in the performance of their official duties while on permitor's premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 *et seq.*, or other such legal authority as may be pertinent.
14. **Notice and Delivery.** Any notice or items required or desired to be given hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Government:

U.S. Department of Commerce
NOAA Real Property Management Division
Contracting Officer
601 E. 12th Street, Room 1736
Kansas City, MO 64106
Fax: (816) 274-6956

If to the Lessor:

Palm Beach County
Facilities Development & Operations Department
Property & Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Fax (561) 233-0210

or such other address or party as may be designated from time to time in writing.

15. **Exhibits and Attachments.** The following are attached and made a part hereof:

- A. Exhibit "A", Description of Premises (2 Page)
- B. General Clauses, GSA Form 3517A, REV 11/05(3 Pages)
- C. Representations and Certifications, GSA Form 3518A, REV 1/07(4 Pages)
- D. Exhibit "D", Addendum to U.S. Government Lease for Real Property (4 pages)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

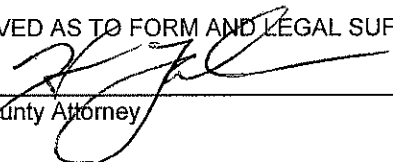
LESSOR:

Palm Beach County, a political subdivision of the State of Florida

BY _____ Title Chair
Date

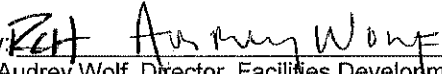
IN THE PRESENCE OF:
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
County Attorney

BY _____
Deputy Clerk

APPROVED AS TO TERMS AND CONDITIONS:

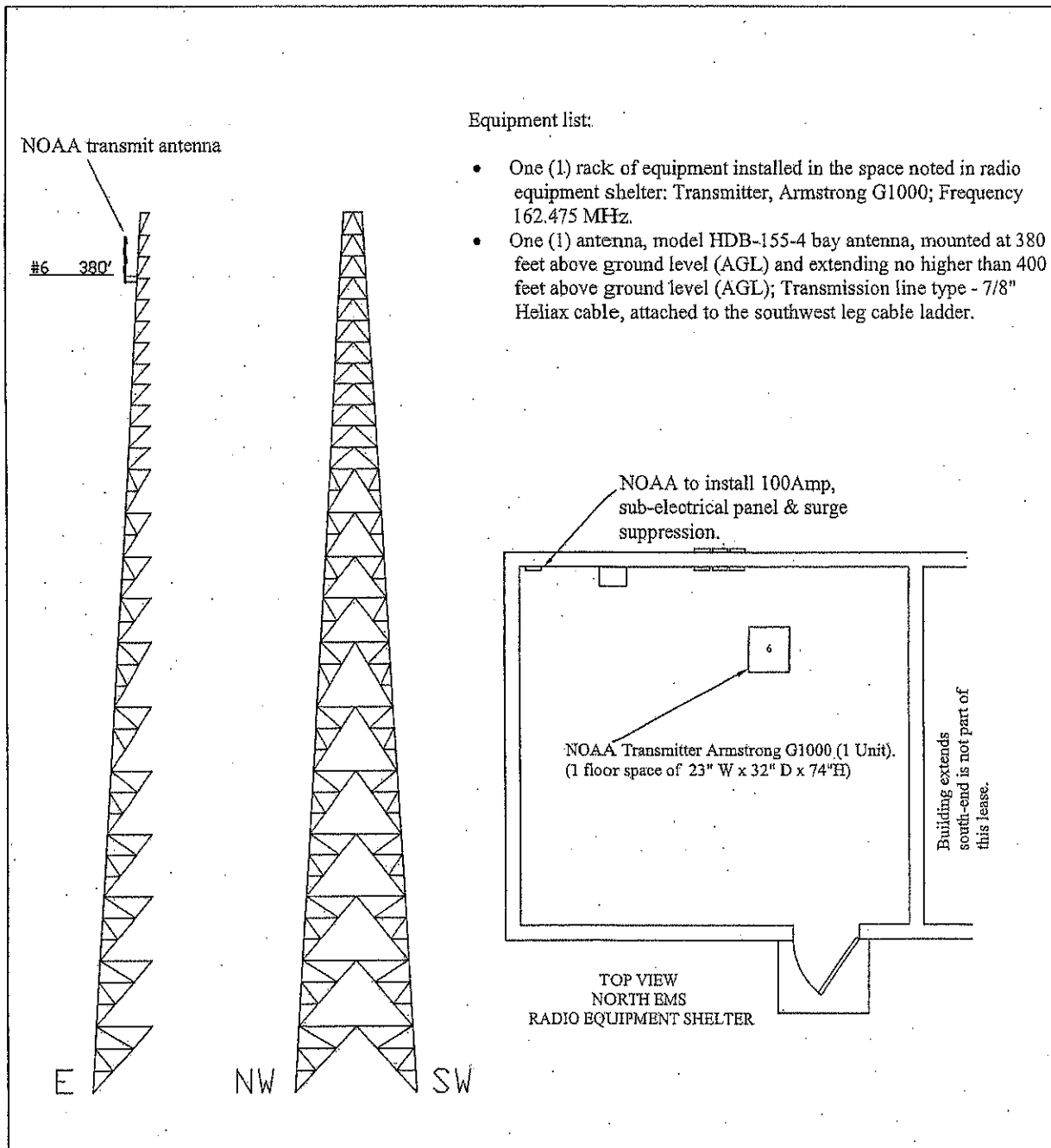
By: 
Audrey Wolf, Director, Facilities Development & Operations

Witness Signature
Print Name:

UNITED STATES OF AMERICA

Signature 
Deborah A. Putney Real Property Contracting Officer

EXHIBIT A



NORTH EMS SITE 45th ST. W.P.B, FL COMMUNICATIONS TOWER	NO.	REVISIONS	DATE:	
PALM BEACH COUNTY ELECTRONIC SERVICE & SECURITY DIVISION				SHEET 1 OF 1
	FILE: FILES\SITES\NEMS\TWR.DWG		DATE: 08/09/2011	

West Palm Beach, FL

Exhibit A

The Government-owned antenna and associated cable transmission lines on Palm Beach County's tower located at the 1130 45th Street, West Palm Beach, Florida 33411; Latitude 26 44 59.0N, Longitude 080 04 03.0W as described below:

- (a) Frequency to be used: 162.475 Mhz
- (b) Type: HBD-155; 4 -bay
- (c) Leg/Face: East
- (d) Antenna mounting at center point: Above Ground Level (AGL): 380 feet
- (e) Transmission lines type: 7/8' Heliac

The Government-owned transmitter in a transmitter building located on the leased premises as described below:

- (a) Type: Armstrong G1000
- (b) Floor space required: 23" wide x 32" deep x 74" high with 36" front, back and on one side for maintenance access.
- (c) Wattage (output): 1000 watts
- (d) Power usage per month: 2150 KWH
- (e) Electrical requirements: 240 VAC
- (f) A/C requirements: Not greater than 85°F and not less than 40°F

Lessor  Government

EXHIBIT "B"

Three (3) Pages

West Palm Beach, FL

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. ~~If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.~~
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. ~~The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.~~
5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.
6. The following clauses are incorporated by reference:

- ~~GSAR 552-203-5~~ COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.)
- ~~GSAR 552-203-70~~ PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
(Applicable to leases over \$100,000.)
- FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
- ~~FAR 52.209-6~~ PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.)
- ~~FAR 52.210-9~~ SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.)
- ~~FAR 52.210-16~~ LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.)
- ~~GSAR 552.210-72~~ PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.)
- ~~GSAR 552.210-73~~ GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.)

INITIALS: _____

LESSOR


&


GOVERNMENT

West Palm Beach, FL

- ~~FAR 52.222-26~~ EQUAL OPPORTUNITY (APR 2002)
(Applicable to leases over \$10,000.)
- ~~FAR 52.222-24~~ PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Applicable to leases over \$10,000.)
- ~~FAR 52.222-35~~ EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS
OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Applicable to leases over \$25,000.)
- ~~FAR 52.222-36~~ AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
- ~~FAR 52.222-37~~ EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
(Applicable to leases over \$25,000.)
- ~~FAR 52.232-23~~ ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$2,500.)
- GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
- GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
- FAR 52.233-1 DISPUTES (JUL 2002)
- ~~FAR 52.215-10~~ PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over
\$500,000.)
- ~~FAR 52.215-12~~ SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ &  _____
LESSOR GOVERNMENT

West Palm Beach, FL

Additional Clauses

This clause replaces #2 of GSA Form 3517A, Page 1, Paragraph 2.

552.270-7 FIRE AND CASUALTY DAMAGE (June 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.


Initials: _____ &  _____
Lessor Government

EXHIBIT "C"
 Four (4) Pages

West Palm Beach, FL

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it is, is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that—
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

INITIALS: _____ &  _____
 LESSOR GOVERNMENT

West Palm Beach, FL

2. ~~52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)~~

(Applicable to leases over \$10,000.)

~~N/A~~

The Offeror represents that—

- (a) ~~It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;~~
- (b) ~~It [] has, [] has not filed all required compliance reports; and~~
- (c) ~~Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)~~

3. ~~52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)~~

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

~~N/A~~

The Offeror represents that—

- (a) ~~It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or~~
- (b) ~~It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)~~

4. ~~52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)~~

(Applicable to leases over \$100,000.)

~~N/A~~

- (a) ~~The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.~~
- (b) ~~The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1999,—~~
 - (1) ~~No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;~~
 - (2) ~~If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and~~
 - (3) ~~He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.~~
- (c) ~~Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.~~

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5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: 59-6000785
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-
- Corporate entity (tax-exempt);
- Other _____


(f) Common Parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____
TIN _____

6. 52.204-6 - Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

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establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 078470481

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
 Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME STREET CITY, STATE, ZIP _____ Signature	 _____ Date

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**EXHIBIT D –
ADDENDUM TO
U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE:

LEASE NO: 11EKW0013X

1. Paragraph 4, Termination, is hereby modified to include: This Lease and all obligations of Lessor hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.
2. Paragraph 5, Permitted Use, is hereby modified to include: The Government is required to receive prior written approval from the Lessor to conduct all upgrades and replacements to its equipment. In cases of life and safety emergency the Government may perform any upgrades and replacements without prior consent from the Lessor.
3. Paragraph 7, Access, is hereby modified to include: Lessor will issue Government a key allowing access to the Property. The key is and shall remain the property of the Lessor. Government shall return the key to Lessor at the expiration or termination of this Lease or if so requested by the Lessor's Electronic Services and Security staff ("ESS"). Government shall not make any additional copies of the key without the express written permission of ESS. If Government should lose the key(s) issued by the Lessor, Government shall pay a cost not to exceed \$1,500.00 associated with re-keying all of the Lessor's tower sites and supplying fifty (50) replacement keys to ESS.
4. Paragraph 8, Removal of Equipment, is hereby modified to include: The Government shall remove, at its sole cost and expense, all facilities, equipment, and materials owned and installed by Government and shall surrender the Premises to the Lessor in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted.
5. Paragraph 9, Operations, Maintenance & Utilities is modified to include: Lessor shall not be responsible for damage to Government's communication equipment or any other property belonging to Government provided that Lessor has acted reasonably and in good faith regarding maintenance of the Property.
6. Paragraph 11, Hazardous Materials, is hereby modified to include: Government acknowledges that it has inspected the Premises with its NEPA and EDD Checklist, and hereby accepts the Premises in its "AS-IS CONDITION".
7. Paragraph 14, Notices and Delivery, is hereby modified to include: All notices, consents, approvals, requests, demands or other communication and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively

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shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party stated on the main body of the lease with copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Fax 561-355-4398

and:

Palm Beach County
Electronic Services & Security
Attn: Radio Systems Manager
2601 Vista Parkway
West Palm Beach, FL 33411
Fax 561-233-0802

8. Paragraph 16, Equipment Shelter, is added to the Lease as follows:

16. Equipment Shelter. Within sixty (60) days after Government relocates its communications equipment to the Lessor's Equipment Shelter depicted in Exhibit "A", Government shall, at Government's sole cost and expense, remove Government's transmitter building located adjacent to the Lessor's Equipment Shelter. The concrete slab that the Government's transmitter building is constructed on will not be demolished or removed; the concrete slab must be free of any protrusions and tripping hazards upon removal of the transmitter building. Government shall be responsible for obtaining all permits and complying with all governmental regulations regarding removal or demolition of the building. Government shall also restore any of Lessor's property affected by the demolition. Upon completion of the removal/demolition, Government shall remove all demolition debris and equipment from the Lessor's property as part of Government's restoration of Lessor's property.

9. Paragraph 17, Critical Facility, is added to the Lease as follows:

17. Critical Facility. The Property, which includes the Lessor's Equipment Shelter, is identified as a "critical facility" by Palm Beach County Resolution No. R2003-1274, and is therefore subject to a heightened level of security. Any person not employed by Lessor or Government requiring unescorted access to the Property is subject to a fingerprint based criminal history records check and must receive clearance for unescorted access from ESS as provided for

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in Palm Beach County Ordinance 2003-030. Government shall be responsible for ensuring that any contractor who has not been cleared for unescorted access to the Property by ESS is accompanied at all times by an escort approved by ESS.

10. Paragraph 18, Assignment, is added as follows:

18. Assignment. The Government shall not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet or rent all or a portion of the Premises, without the prior written consent of Lessor, which consent may be withheld in the sole and absolute discretion of Lessor.

11. Paragraph 19, Liability for Damages and Losses, is added as follows:

19. Liability for Damages and Losses. Notwithstanding any language to the contrary, Lessor shall not be responsible for any damages or economic or non-economic losses, including, but not limited to, loss of profits, caused by the public, Lessor's employees, agents, or contractors, or use or failure of the Lessor's Communication System Tower or Equipment, except as provided in the Florida State Tort Claims Act, Florida Statutes, Section 768.28 (2009)

12. Paragraph 20, Radon, is added as follows:

20. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

13. Paragraph 21, Non-Discrimination, is added as follows:

21. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, age, disability, gender expression or identity, religion, ancestry, familial status, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease.

14. Paragraph 22, Construction, is added as follows:

22. Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

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15. This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").
16. Notwithstanding any provision of any law or anything contained herein, Government's sole remedy is the right to terminate this Lease.
17. Upon Effective Date of this Lease, the earlier lease, Lease No. NA82WBF00043, between the parties dated March 23, 1982, for space at or on the tower located at 1130 45th Street, West Palm Beach, Florida, shall automatically terminate and be of no further force or effect.