# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	December 1, 2015	[X] Consent [] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Facilities Developmen	t & Operations	

### I. EXECUTIVE BRIEF

### Motion and Title: Staff recommends motion to approve:

- **A)** a Third Amendment to the Communication Tower Joint Use Agreement (R96-1077D) with AT&T for the County's communication tower site located at 8130 N. Jog Road in West Palm Beach; and
- **B)** a Seventh Amendment to the Communication Tower Joint Use Agreement (R96-972D) with New Cingular Wireless PCS, LLC (AT&T) for the County's communication tower site located at Forest Hill Boulevard and the Turnpike.

Summary: The County and AT&T co-locate on two County-owned towers. Each of the Amendments will allow AT&T to install new equipment on the towers, and modify the frequency lists and tower loading exhibits to reflect frequency and equipment changes necessary to provide expansion to AT&T's service. In addition, the Third Amendment will allow the County to relocate an existing antenna at the N. Jog Road site. AT&T will provide all required structural modifications to maintain the towers' loading capacity for the County's current and future loading as well as AT&T's current and future equipment. Each party will obtain all necessary permits and governmental approvals associated with its modifications, and all equipment installations will be made at each parties sole cost. There will be no service interruptions to the County's or AT&T's operations. Each Amendment replaces Exhibit "C" Tower Configuration/Communication Equipment and Exhibit "D" Frequency List, modifies the insurance and non-discrimination provisions to comply with County policy and adds a provision for no third party beneficiaries. All other terms of the Agreements remain unchanged. PREM will continue to administer the maintenance of the tower Agreements. (PREM) Districts 6, 2, Countywide (HJF)

**Background and Justification:** The Board approved the Agreement for the Forest Hill Tower site on July 16, 1996 (R96-972D), and the N. Jog Road tower site on August 20, 1996 (R96-1077D). The Board has previously approved various amendments to both Agreements for the purposes of equipment modifications, generator installations, and updates to the notice provisions.

### (continued on page 3)

### **Attachments:**

- 1. Location Maps
- 2. Third Amendment to Communication Tower Joint Use Agreement (N. Jog Road)
- 3. Seventh Amendment to Communication Tower Joint Use Agreement (Forest Hill Boulevard)

Recommended By:	Annuy Weif	ulv(15
	Department Director	Date ,
Approved By:	Make	11/15/15
	County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact: **Fiscal Years** 2016 2017 2018 2019 2020 **Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County NET FISCAL IMPACT** \$-0-\$-0-<u>\$-0-</u> # ADDITIONAL FTE **POSITIONS (Cumulative) Is Item Included in Current Budget:** Yes No Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_ Unit \_\_\_\_ Object \_\_\_\_ Program В. Recommended Sources of Funds/Summary of Fiscal Impact: No Fiscal Impact 11-9/1) Fixed Assets Number \_\_\_\_\_ C. **Departmental Fiscal Review:** III. REVIEW COMMENTS A. **OFMB Fiscal and/or Contract Development Comments:** В. **Legal Sufficiency:**

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

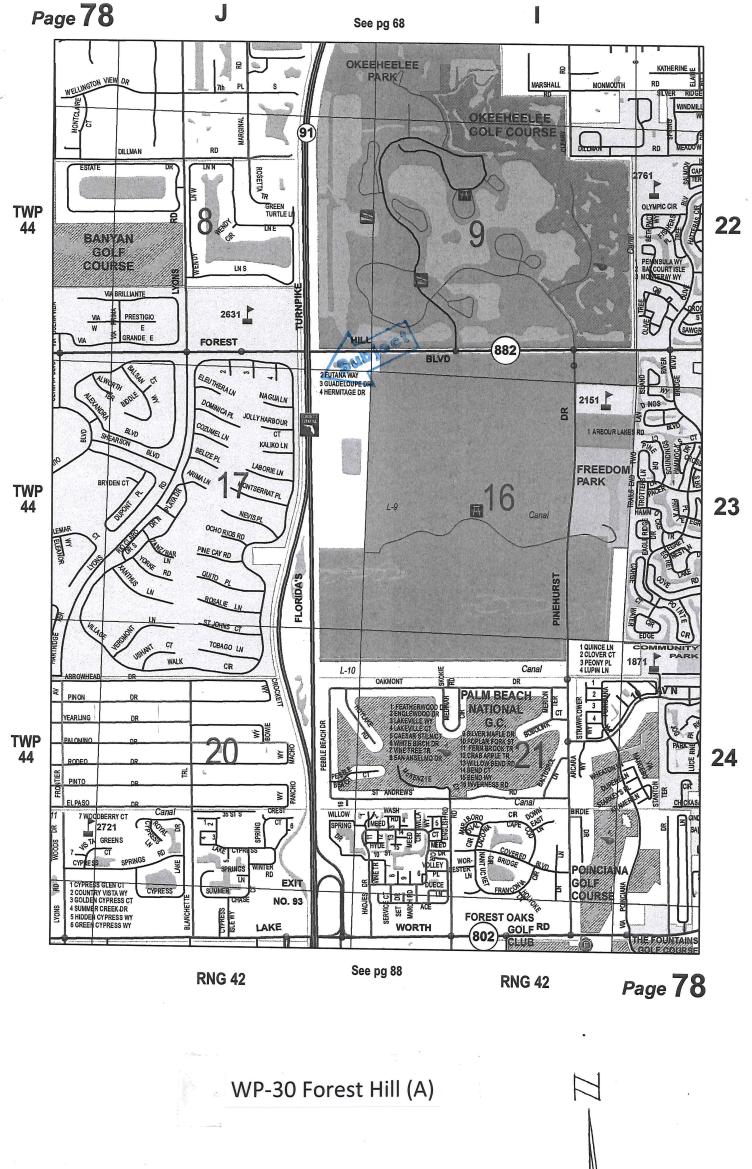
**Other Department Review:** 

Department Director

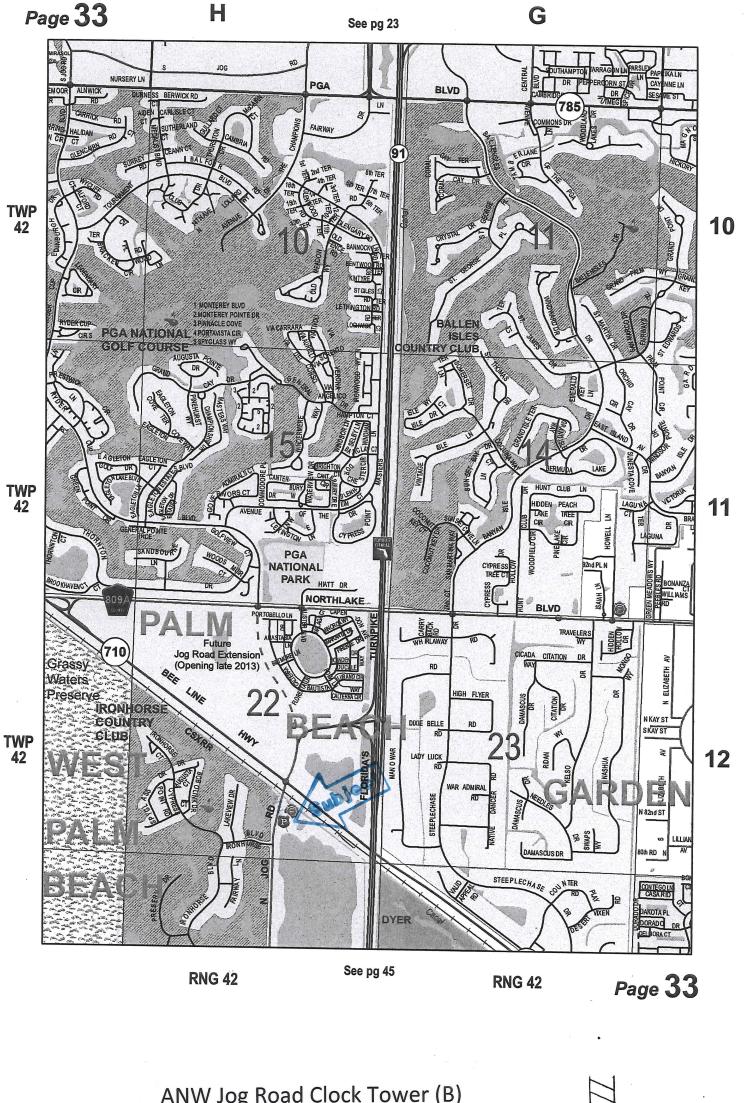
C.

### Page 3

**Background and Policy Issues (cont.):** The modifications proposed for these amendments have been reviewed and approved by the Electronic Services and Security Division. The installation of new equipment at these tower sites is necessary to support the expansion of AT&T's services and will improve the line of sight for the County's ISS 802.11 antenna located at the N. Jog Road tower site for the North County Airport. Florida Statutes does not require that a Disclosure of Beneficial Interests be obtained as AT&T is an entity registered with the Federal Securities Exchange Commission whose interest is for sale to the general public.



Attachment 1



ANW Jog Road Clock Tower (B)

LOCATION Attachment 1



Attachment 2

3 agreements - Third Amendment (9 pages each)

\* THIRD AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT between PALM BEACH COUNTY, a political subdivision of the State of Florida And NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company Successor by Merger to **BELLSOUTH MOBILITY, LLC** Successor By Conversion to BELLSOUTH MOBILITY, INC. \* **Exhibit:** 

Exhibit "D" - Frequency List

Exhibit "C" - Communication Equipment

### THIRD AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT

THIS THIRD AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT (R-96-1077D) ("Amendment"), is made and entered into \_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, ("AT&T"), Successor By Merger to BELLSOUTH MOBILITY, LLC, Successor By Conversion to BELLSOUTH MOBILITY, INC. a Georgia corporation licensed to do business in the State of Florida ("BMI").

#### WITNESSETH:

WHEREAS, County and BMI entered into that certain Communication Tower Joint Use Agreement dated August 20, 1996 (R-96-1077D) (the "Agreement") for the construction of a 192-foot free-standing three-sided antenna tower and accessory equipment building upon the Premises at the SE corner of Jog Road and the Bee Line Highway; and

WHEREAS, AT&T acquired and/or merged with and is the successor to BMI and agreed to be bound by all of the terms and conditions of the Agreement; and

WHEREAS, the First Amendment to the Communication Tower Joint Use Agreement (R2006-0351) allowed AT&T to make additions and improvements to its antennas and equipment and revise Exhibit "C"; and

WHEREAS, the Second Amendment to the Communication Tower Joint Use Agreement (R2012-0890) allowed the County and AT&T to modify their tower equipment and tower frequencies and revise Exhibits "C" and "D" to reflect those modifications; and

WHEREAS, AT&T wish to modify its tower equipment and tower frequencies and, and County wishes to modify its tower equipment and incorporate certain language into the Agreement; and

WHEREAS, County and AT&T acknowledge that updated structural and intermodulation studies were performed and no structural modifications to the tower are required to support changes contemplated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, 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 Third Amendment shall have the same meaning and effect as in the Agreement, as amended.
- 2. Exhibit "C" of the Agreement is hereby replaced with Exhibit "C" attached hereto and made a part hereof.
- 3. Exhibit "D" of the Agreement is hereby replaced with Exhibit "D" attached hereto and made a part hereof.
- 4. Section 3.07, Non-Discrimination, is hereby deleted in its entirety and replaced with the following:

#### **Section 3.07 Non-Discrimination**

AT&T shall assure and certify that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease. AT&T warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

AT&T has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that AT&T will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Section 5.04, General Provisions, is hereby modified to add the following:

AT&T will deliver to Insurance Tracking Services, Inc. (ITS), County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the AT&T under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

Email: pbc@instracking.com or Facsimile: +1 (562) 435-2999

Subsequently, AT&T shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, AT&T shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should AT&T fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and AT&T shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

- 6. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or AT&T.
- 7. Except as modified by this Third Amendment and the prior 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. This Third Amendment 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 REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and AT&T have executed this Third Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written. NEW CINGULAR WIRELESS PCS, LLC, WITNESS: a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager Witness Signature Witness Signature<sup>(</sup> Ferrex Rivero (SEAL) ATTEST: PALM BEACH COUNTY, a political subdivision of the State of Florida SHARON R. BOCK CLERK & COMPTROLLER By: Deputy Clerk (SEAL) WITNESSES: Signature of Witness Print Name of Witness Signature of Witness Print Name of Witness APPROVED AS TO FORM APPROVED AS TO TERMS AND LEGAL SUFFICIENCY AND CONDITIONS

Audrey Wolf, Director

Facilities Development & Operations

Assistant County Attorney



#### EXHIBIT "C"

### CLOCK TOWER COMMUNICATION LIST

ANT#	ANTENNA TYPE	MFGR	MOUNTING HEIGHT	TOWER LEG	AZIMUTH	TX FREQ	RX FREQ	USE
1	DB268	DECIBEL	110'	SW	OMNI	146,8800	146,2800	RACES - EOC
,	DB200	DEGIDEE	110	011	OWN	869-891 MHz &	824-848 MHz & 1848-	10/020 - 200
2.3 & 4	800-10122	KATHREIN	175'	N	345	1848-1948 MHz	1948 MHz	AT&T Wireless
						698-894MHZ; 1710-	698-894MHZ; 1710-	
5A	ET-X-UW-70-16-70-18	KMW	148'	N	345	2170MHZ	2170MHZ	AT&T Wireless
5B	ET-X-UW-70-16-70-18	KMW	148"	N	345	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless
- 55	21 X 011 10 10 10 10	TANT I			0.0	698-894MHZ: 1710-	698-894MHZ; 1710-	711-01-11-11-11-11-11-11-11-11-11-11-11-1
5C	ET-X-UW-70-16-70-18	KMW	148"	N	345	2170MHZ	2170MHZ	AT&T Wireless
	RRH **	ERICSSON	148'	N	345	743.0000	743,0000	AT&T Wireless
	Auti	LINIOGOON	140	"	070	740.0000	140.0000	ATOT WIIGIGGS
	RRH **	ERICSSON	148'	N	345	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	N	345	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	N	345	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	N	345	743.0000	743.0000	AT&T Wireless
						608-960MHZ; 1710-	608-960MHZ; 1710-	
6A	ET-X-UW-70-16-70-18	KMW	148'	SE	105	2180MHz	2180MHz	AT&T Wireless
					145	608-960MHZ; 1710-	608-960MHZ; 1710-	
6B	ET-X-UW-70-16-70-18	KMW	148'	SE	105	2180MHz	2180MHz	AT&T Wireless
6C	ET-X-UW-70-16-70-18	KMW	148'	SE	105	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless
	E1-X-0W-70-10-70-10	KWIYY	140	- OL	103	ZITOWITZ	ZITOWITZ	ATAT WIICICSS
	RRH **	ERICSSON	148'	SE	105	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	SE	105	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	SE	105	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	SE	105	743,0000	743.0000	AT&T Wireless
						608-960MHZ; 1710-	608-960MHZ; 1710-	
7A	ET-X-UW-70-16-70-18	KMW	148'	SW	225	2180MHz	2180MHz	AT&T Wireless
						608-960MHZ; 1710-	608-960MHZ; 1710-	
7B	ET-X-UW-70-16-70-18	KMW	148'	SW	225	2180MHz	2180MHz	AT&T Wireless
7C	ET-X-UW-70-16-70-18	KMW	148'	SW	225	698-894MHZ; 1710- 2170MHZ	698-894MHZ; 1710- 2170MHZ	AT&T Wireless

### EXHIBIT "C"

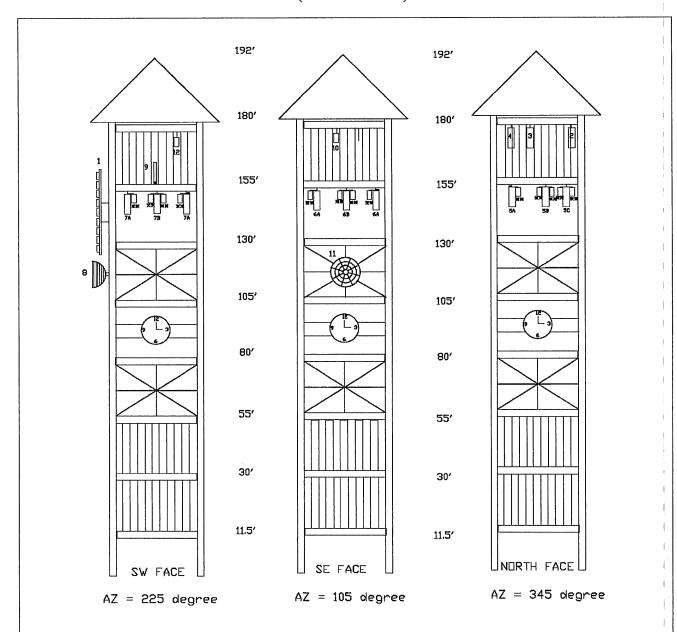
	RRH **	ERICSSON	148'	sw	225	743.0000	743.0000	AT&T Wireless
·····	RRH **	ERICSSON	148'	SW	225	743.0000	743.0000	AT&T Wireless
	RRH **	ERICSSON	148'	sw	225	743.0000	743.0000	AT&T Wireless
	RRH**	ERICSSON	148"	SW	225	743.0000	743.0000	AT&T Wireless
8	PL6-65D (1)	ANDREW	105'	SW	190	6595	5755	AT&T Wireless
9 +	08810E-PS	DECIBEL	155'	SW	OMNI	758-763MHz	788-793MHz	PBC BroadBand 700 MHz
10	AU-Ant-5G-17-90	Alvarion	180'	SE	Directional	5.310 GHz	5.310 GHz	PBC ISS PTP
11*	PL6-65D	ANDREW	120'	SE	TBD	6595	6755	PBC MICROWAVE
12	AU-Ant-5G-17-90	Alvarion	180'	N	Directional	5.310 GHz	5.310 GHz	PBC ISS PTP

<sup>&#</sup>x27; Future use

<sup>(1)</sup> not use

<sup>\*\*</sup> Remote Radio Units

### EXHIBIT "C" (PAGE 3 OF 3)



\*\* AT&T Remote radio unit.

AT&T Raycap fiber distribution/DC surge suppressor unit.

NORTH COUNTY	NO.	REVISIONS	DATE
PUBLIC SAFETY CENTER COMMUNICATIONS TOWER	1	Update drawing - ATT replaces new antennas at 148" (Model # KMW ET-X-UW-70-16-70-18	6-12-15
PALM BEACH COUNTY	2	Update drawing - ISS PTP autenna re-orientation on SW face to aim to NC Airport	7-10-15
ELECTRONIC SERVICES &			
SECURITY DIVISION	FILE: G:/En	igineering/Sites/ClockTower/ClockTower.dwg	Date: 07-10-15

## EXHIBIT "D" PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION 800MH SYSTEM FREQUENCIES

SITE NAME: Clock Tower 03-06-2015

TRANSMIT	RECEIVE	USER	NOTE
758 thru763	788 thru 793	PBC 700MH Broadband	(2)
6595	6755	PBC Microwave	(2)
5.3100	5.3100	PBC ISS PTP	1
146.8800	146.2800	PBC RACES	1
875.5000		AT&T Mobility	1
876.5000		AT&T Mobility	1
881.5000		AT&T Mobility	1
886.5000		AT&T Mobility	1
1942.5000		AT&T Mobility	1
1947.5000		AT&T Mobility	1
889.1 Thru 893.9		AT&T Mobility	1
743		AT&T Mobility	1

Note 1: currently used; Note (2) future use. PBC microwave frequencies listed are subject to change Based upon future utilization and design changes to the existing microwave system.

ALC

Exhibit "D" Page 1 of 1

3 agreements - Seventh Amendment (10 pages each) \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

### SEVENTH AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT

#### between

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

and

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

**Exhibit:** 

**Exhibit "C"** - Tower Antenna Configuration **Exhibit "D"** - Frequency List

### SEVENTH AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT

THIS SEVENTH AMENDMENT TO COMMUNICATION TOWER JOINT USE AGREEMENT (R96-972-D) (the "Seventh Amendment"), is made and entered into \_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Florida, Inc., a Florida corporation ("AT&T").

#### WITNESSETH:

WHEREAS, County and AT&T Wireless Services of Florida, Inc., entered into that certain Communication Tower Joint Use Agreement dated July 16, 1996 (R96-972-D) (the "Agreement"), for the construction of a 400-foot self supported communications tower upon the Property at Forest Hill Blvd and the Turnpike, which Agreement has been amended; and

WHEREAS, the FIRST AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2002-0767) allowed AT&T to make additions and improvements to their antennae and equipment; and

WHEREAS, the SECOND AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2003-1068) allowed AT&T to install 2 new antennae and 2 new amplifiers to upgrade their third generation equipment; and

WHEREAS, the THIRD AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2006-0352) acknowledged that AT&T Wireless Services of Florida, Inc., through a succession of mergers merged into New Cingular Wireless PCS, LLC, and New Cingular Wireless PCS, LLC, agreed to be bound by all of the terms and conditions of the Agreement, as amended; acknowledged that County installed an additional emergency backup generator at the tower site; and allowed AT&T to upgrade its antenna and equipment; and

WHEREAS, the FOURTH AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2006-0855) allowed the County to modify the Tower in order to support the deployment of a countywide paging system by the Palm Beach County Fire Rescue Department; and

WHEREAS, the FIFTH AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2008-1477) allowed the County to install new equipment and update the tower frequencies in connection with County's re-banding of the 800 MHz frequency; and

WHEREAS, the SIXTH AMENDMENT TO THE COMMUNICATION TOWER JOINT USE AGREEMENT (R2012-0888) allowed the County and AT&T to modify their tower equipment and tower frequencies to reflect frequency and equipment changes necessary to provide for the County's wireless networks as well as AT&T's 4G-LTE service; and

WHEREAS, AT&T wishes to modify its tower equipment and tower frequencies and revise Exhibits "C" and "D" to reflect those modifications, and County wishes to incorporate certain language into the Agreement; and

WHEREAS, an updated structural study and intermodulation study were performed, and County and AT&T acknowledge and agree that the changes contemplated herein will not interfere with the frequencies of users on the Tower, but will affect the structural capacity of the Tower; and

WHEREAS, AT&T has agreed to pay for all structural changes to the Tower in exchange for additional antenna space on the Tower; and

WHEREAS, in order to accommodate AT&T's request, it is necessary to modify the Towner Antenna Configuration and exhibits of the Communication Tower Joint Use Agreement; and

WHEREAS, the parties hereto desire to amend the Agreement, as amended, 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 consideration, 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 Seventh Amendment shall have the same meaning and effect as in the Agreement, as amended.
- 2. Exhibit "C" (Tower Antenna Configuration) of the Agreement is hereby replaced with Exhibit "C" (Tower Antenna Configuration) attached hereto.
- 3. Exhibit "D" (Frequency List) of the Agreement is hereby replaced with Exhibit "D" (Frequency List) attached hereto.
- 4. Section 3.07, Non-Discrimination, is hereby deleted in its entirety and replaced with the following:

#### **Section 3.07 Non-Discrimination**

AT&T shall assure and certify that it will comply with Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease. AT&T warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

AT&T has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that AT&T will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

5. Section 5.04, General Provisions, is hereby modified to add the following:

AT&T will deliver to Insurance Tracking Services, Inc. (ITS), County's authorized insurance consultant, a certificate of insurance with respect to each

required policy to be provided by the AT&T under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

Email: pbc@instracking.com or Facsimile: +1 (562) 435-2999

Subsequently, AT&T shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, AT&T shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should AT&T fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and AT&T shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

- 6. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or AT&T.
- 7. This Seventh Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
- 8. Except as modified by this Seventh Amendment and previous amendments, 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, County and AT&T have executed this Seventh Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

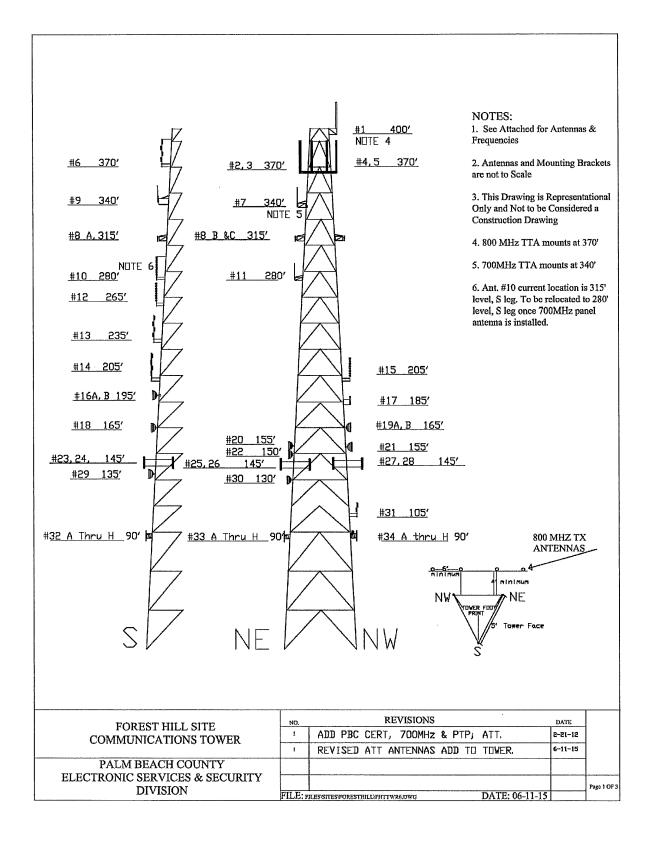
NEW CINGULAR WIRELESS PCS,

	LLC, a Delaware limited liability company
Witness Signature  Print Witness Name  Witness Signature  Witness Signature  Print Witness Signature  Print Witness Signature	By: AT&T Mobility Corporation, its Its: Manager  Henry Galan Area Manager Construction & Engineering
ATTEST:	PALM BEACH COUNTY, a political subdivision of the State of Florida
SHARON R. BOCK CLERK & COMPTROLLER	
By: Deputy Clerk	By:
WITNESSES:	(SEAL)
Signature of Witness	
Print Name of Witness	
Signature of Witness	
Print Name of Witness	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By:  Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS  By: And Market Market Market Wolf, Director
	Facilities Development & Operations

G:\PREM\PM\In Lease\AT&T Wireless Forest Hill\Amend 7\Amendment.001.doc

### **EXHIBIT "C"**

### **Tower Loading Program**



### FOREST HILL TOWER ANTENNA SCHEDULE

ANT#	ANTENNA TYPE	MFGR	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
1	BMR-12H	CELWAVE	COUNTY 800 MHZ RX	CUSTOM	PATE INC	400	4'	OMNI	TOP	LDF5-50	RX ONLY
2	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NE	LDF6-50	851-866 MHZ
3	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	6'	OMNI	NE	LDF6-50	851-866 MHZ
4	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370	6'	OMNI	NW	LDF6-50	851-866 MHZ
5	BMR-12H	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	PATE INC	370'	<mark>6</mark> '	OMNI	NW	LDF6-50	851-866 MHZ
6	DB-264A	DECIBEL	PBC CERT (F)	S-600	ANDREW	370'	6'	OMNI	s	LDF5-50	154.650MHz
7	DB810E-PS	ANDREW	PBC 700MHz (F)	S-600	ANDREW	340'	6'	OMNI	NE	LDF6-50	700 MHZ (NOTE 1)
8A (*)	LNX-6512DS-T4M	Compscope	PBC 700MHz (F)	S-600	ANDREW	315	6'	Dir	S	LDF6-50	700 MHZ (NOTE 1)
8B (*)	LNX-6512DS-T4M	Compscope	PBC 700MHz (F)	S-600	ANDREW	315	6'	Dir	NE	LDF6-50	700 MHZ(NOTE 1)
8C (*)	LNX-6512DS-T4M	Compscope	PBC 700MHz (F)	S-600	ANDREW	315	6'	Dir	NW	LDF6-50	700 MHZ (NOTE 1)
9	DB636C	DECIBEL	PBCFR COUNTYWIDE PAGING	B3116	VALMONT	340'	6'	OMNI	S	LDF5-50	453.1500
10 **	DB-420	DECIBEL	EMS MED COM RX	SA3XXLP	ROHN	315' (C )280' (F)	5'	OMNI	S	LDF5-50	RX ONLY
11	DB-809KT3E-XC	ANDREW	COUNTY800MHz CONV. RPT	S600	ANDREW	280'	6'	OMNI	NE	LDF5-50	809.735MHz
12	DB-420	DECIBEL	FIRE RESCUE CMD REPEATER	SA3XXLP	ROHN	265	5'	OMNI	S	LDF5-50	453.1500
13	DB-264A	DECIBEL	FIRE RESCUE VHF RPTR	SA3XXLP	ROHN	235	5'	OMNI	S	LDF5-50	154.0700
14	DB-264A	DECIBEL	WUD, AMI ANTENNA	SA3XXLP	ROHN	205'	5'	OMNI	S	LDF5-50	•
15	DB-420	DECIBEL	FIRE RESCUE BACK UP ANT	SA3XXLP	ROHN	205	5'	OMNI	NW	LDF5-50	453.1500
16A	PAR6-59	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	195	N/A	179	S	EW-52	6034.15 MHz
16B	AU-ANT-17-90	ALVARION	PBC PTP ODU ANTENNA	CUSTOM	CUSTOM	195	N/A	TBD	S	CAT5	5.1-5.8 GHZ
17	TDF-6322A	MOTOROLA	COUNTY TEST ANTENNA	2' PIPE	CUSTOM	185	N/A	OMNI	NW	LDF5-50	800MHZ
18	PAR6-65A	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	165'	N/A	179	s	EW-63	6034.15 MHz
19A	PAR8-65ARF	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	165	N/A	281	NW	EW-63	6865.00 MHz
19B	AU-ANT-17-90	ALVARION	PBC PTP ODU ANTENNA	CUSTOM	CUSTOM	165	N/A	TBD	NW	CAT5	5.1-5.8 GHZ
20	PAR6-65A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	155	N/A	80	NE	EW-63	6715.00MHZ
21	UHX6-65-P4A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	155	N/A	282	NW	EW-63	6785.00MHZ
22	PAR6-59	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	150'	N/A	61	NE	EW-52	5974.85 MHz
23	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145	N/A	350		LDF7-50	869-891 MHZ
24	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145	N/A	350		LDF7-50	1848-1948 MHZ
25	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145	N/A	110		LDF7-50	869-891 MHZ
26	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145	N/A	110		LDF7-50	1848-1948 MHZ
27	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145	N/A	230		LDF7-50	869-891 MHZ
28	800 10122	KATHREIN	AT&T WIRELESS	CUSTOM	CUSTOM	145'	N/A	230		LDF7-50	1848-1948 MHZ
29	PAR6-65A	ANDREW	SHERIFF MICROWAVE	4' PIPE	CUSTOM	135'	N/A	178	S	EW-63	6775.00MHZ
30	PAR6-65A	ANDREW	COUNTY MICROWAVE	4' PIPE	CUSTOM	130'	N/A	72	NE	EW-63	6845.00 MHz
31	DB-222	DECIBEL	COUNTY MOSCAD	B2183	MICROFLECT	105'	1'	OMNI	NW	LDF4-50	159.1500
32A *	KMW ET-X-W-68-14-65-I	KMW	AT&T WIRELESS	VF13-30-B (**)	CONNECT-IT	90'	4'	230		LDF7-50	689-894//1710-2170
32B *	KMW ET-X-W-68-14-65-I	KMW	AT&T WIRELESS		1	90'		230			689-894//1710-2170

32C ·	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS			90'		230		689-894//1710-2170
32D *	RRH		AT&T WIRELESS		ERICSSON	30.	N/A	230	DC & Fiber	743
32E*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	230	 DC & Fiber	743
32F*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	230_	DC & Fiber	743
32G*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	230	DC & Fiber	743
32H*	RRH		AT&T WIRELESS		ERICSSON	30,	N/A	230	DC & Fiber	743
33A*	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS	VF13-30-B (**)	CONNECT-IT	90'	4'	110	LDF7-50	689-894//1710-2170
33B*	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS			90'		110	LDF7-50	689-894//1710-2170
33C,	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS			90'		110	LDF7-50	689-894//1710-2170
33D*	RRH		AT&T WIRELESS		ERICSSON	90,	N/A	110	DC & Fiber	743
33E*	RRH	l	AT&T WIRELESS		ERICSSON	90'	N/A	110	DC & Fiber	743
33F*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	110	DC & Fiber	743
33G*	RRH		AT&T WIRELESS		ERICSSON	30,	N/A	110	DC & Fiber	743
33H*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	110	DC & Fiber	743
34A*	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS	VF13-30-B (**)	CONNECT-IT	90'	4'	350	LDF7-50	689-894//1710-2170
34B*	KMW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS			90'		350	LDF7-50	689-894//1710-2170
34C*	KWW ET-X-W-68-14-65-1	KMW	AT&T WIRELESS			90'		350	LDF7-50	689-894//1710-2170
34D*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	350	DC & Fiber	743
34E*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	350	DC & Fiber	743
34F*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	350	DC & Fiber	743
346*	RRH		AT&T WIRELESS		ERICSSON	90'	N/A	350	DC & Fiber	743
34H*	RRH		AT&T WIRELESS		ERICSSON	90"	N/A	350	DC & Fiber	743

(\*) Proposed to install future panel antennas #8A, B & C (LNX-6512DS-T4M) in place of once (1) DB810E-PS at 315' level. Omni antenna DB810E-PS at 315' were include on Pate's Structure study dated April 3, 2012. New tower structual study is required when panel antennas LNX-6512DS-T4M are going to be installed on the tower.

\* Anlenna and equipment mount on the same antenna mount on each tower faces, Sector A, B & C Connect-it - model # VF13-30-B (\*\*),

\*\* Future, antenna bo be relocated from 315' to 280' level on S leg, once 700MHz panel antennas are installed. Currently, antenna DB420 at 315' was on Pate's Structure study dated April 3, 2012.

(C) CURRENT; (F) FUTURE.

NOTE 1:	PALM BEACH COUNTY FUTURE	PLAN 700MHZ FREQUENCIES				
Regional IO Projec	t	700 Mutual Aid		700 Broadban	d	
TX	RX	TX	RX	TX	RX	
770.7625	800.7625	769.24375	799.24375	758-763	788-793	
772.2875	802.2875	769,74375	799.74375			
773.3875	803,3875	770.24375	800.24375	Frequencies a	Frequencies are in MHz.	
773.9375	803.9375	770.99375	800,99375	• • • •		
774.7375	804.7375	773.25625	803.25625			
		773.75625	803.75625			
		774.25625	804.25625			
		774.85625	804.85625			

6/11/2015

## EXHIBIT "D" PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION 800MH SYSTEM FREQUENCIES

### SITE NAME: Forest Hill Tower 03-31-2015

TRANSMIT	RECEIVE	USER	ТОИ
852.7625	807.7625	PBC 800MHz Trunked System	1
852.5750	807.5750	PBC 800MHz Trunked System	1
853.7250	808.7250	PBC 800MHz Trunked System	1
852.3750	807.3750	PBC 800MHz Trunked System	1
857.3125	812.3125	PBC 800MHz Trunked System	1
852.3250	807.3250	PBC 800MHz Trunked System	1
852.1000	807.1000	PBC 800MHz Trunked System	1
851.8500	806.8500	PBC 800MHz Trunked System	1
851.8250	806.8250	PBC 800MHz Trunked System	$\frac{1}{1}$
851.7500	806.7500	PBC 800MHz Trunked System	1
851.6250	806.6250	PBC 800MHz Trunked System	1
851.6000	806.6000	PBC 800MHz Trunked System	1
851.3500	806.3500	PBC 800MHz Trunked System	1
851.3250	806.3250	PBC 800MHz Trunked System	
851.1250	806.1250		1
851.1000		PBC 800MHz Trunked System	1
	806.1000	PBC 800MHz Trunked System	1
860.3375	815.3375	PBC 800MHz Trunked System	1
859.3375	814.3375	PBC 800MHz Trunked System	1
852.4000	807.4000	PBC 800MHz Trunked System	1
857.3375	812.3375	PBC 800MHz Trunked System	11
856.3375	811.3375	PBC 800MHz Trunked System	1
860.3125	815.3125	PBC 800MHz Trunked System	1
853.7000	808.7000	PBC 800MHz Trunked System	1
853.6500	808.6500	PBC 800MHz Trunked System	1
853.3750	808.3750	PBC 800MHz Trunked System	1
853.2250	808.2250	PBC 800MHz Trunked System	1
856.3125	811.3125	PBC 800MHz Trunked System	1
858.3125	813.3125	PBC 800MHz Trunked System	1
770.7625	800.7630	PBC 700MHz IO Project	(2)
772.2875	802.2880	PBC 700MHz IO Project	(2)
773.3875	803.3880	PBC 700MHz IO Project	(2)
773.9375	803.9380	PBC 700MHz IO Project	(2)
774.7375	804.7380	PBC 700MHz IO Project	(2)
769.2438	799.2440	PBC 700MHz Mutual Aid	(2)
769.7438	799.7440	PBC 700MHz Mutual Aid	(2)
770.2438	800.2440	PBC 700MHz Mutual Aid	(2)
770.9938	800.9940	PBC 700MHz Mutual Aid	(2)
773.2563	803.2560	PBC 700MHz Mutual Aid	(2)
773.7563	803.7560	PBC 700MHz Mutual Aid	(2)
774.2563	804.2560	PBC 700MHz Mutual Aid	(2)
774.8563	804.8560	PBC 700MHz Mutual Aid	(2)
758 thru763	788 thru 793	PBC 700MH Broadband	
5974	6226	PBC Digital Microwave	(2)
6034	6286	PBC Digital Microwave	1
6845			1
6868	6685	PBC Digital Microwave	1
6715	6565 6545	PBC Digital Microwave	1
6785	<del></del>	PBC Digital Microwave (IRU600)	1
	6625	PBC Digital Microwave (IRU600)	1
6775	6615	PBC Digital Microwave (IRU600)	1
5.1 thru 5.8	-	PBC ISS PTP	(2)
809.735		PBC 800MHz Conv. RPT	1
453.1500	-	PBC FR Paging	1
159.1500	-	PBC MOSCAD	1
154.6500		PBC CERT	(2)
154.0700		PBCFR	1

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## EXHIBIT "D" PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION 800MH SYSTEM FREQUENCIES

SITE NAME: Forest Hill Tower 03-31-2015

875.5000	AT&T Mobility	1
876.5000	AT&T Mobility	1
881.5000	AT&T Mobility	1
886.5000	AT&T Mobility	1
1942.5000	AT&T Mobility	1
1947.5000	AT&T Mobility	1
889.1 Thru 893.9	AT&T Mobility	1
743	AT&T Mobility	(2)

Note 1: currently used; Note (2) future use.

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ACG