Agenda Item #: 3H-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	July 12, 2016	[X] Consent [] Ordinance	[] Regular [] Public I	
Demonstra				

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Lease Agreement (R2002-1464) with Verizon Wireless Personal Communications L.P. for the continued use of the roof top of the Southern Region Water Reclamation Facility in Boynton Beach.

Summary: Since August 20, 2002, Verizon Wireless Personal Communications L.P. (Verizon) has operated and maintained wireless communication antennas and radio equipment on the rooftop of the Southern Region Water Reclamation Facility located at 12751 Hagen Ranch Road in Boynton Beach. The current extension option runs through August 19, 2017. The County and Verizon co-locate communications equipment on the rooftop. This Second Amendment allows both parties to install new equipment on the rooftop and modifies Exhibits "C" Equipment Specifications, "D" Rooftop Site Plan, "E" Photo Simulations, and "F" Frequencies. These modifications reflect proposed equipment changes permitting Verizon to modify its antenna's and its equipment cabinets to improve its 4G-LTE service and document modifications to the County's Water Utilities Radio System and adds new ISS Wi-Fi services. This Second Amendment also modifies the insurance, non-discrimination and public entity crimes provisions to comply with County policy. Each party is responsible to obtain all necessary permits and governmental approvals associated with its modifications and each party is responsible for the cost of their own equipment installation. There will be no service interruptions to the County's or Verizon's operations. WUD supports this amendment and will continue to have administrative responsibility for this Lease. All other terms of the Lease Agreement remain in full force and effect. (PREM) District 5 (HJF)

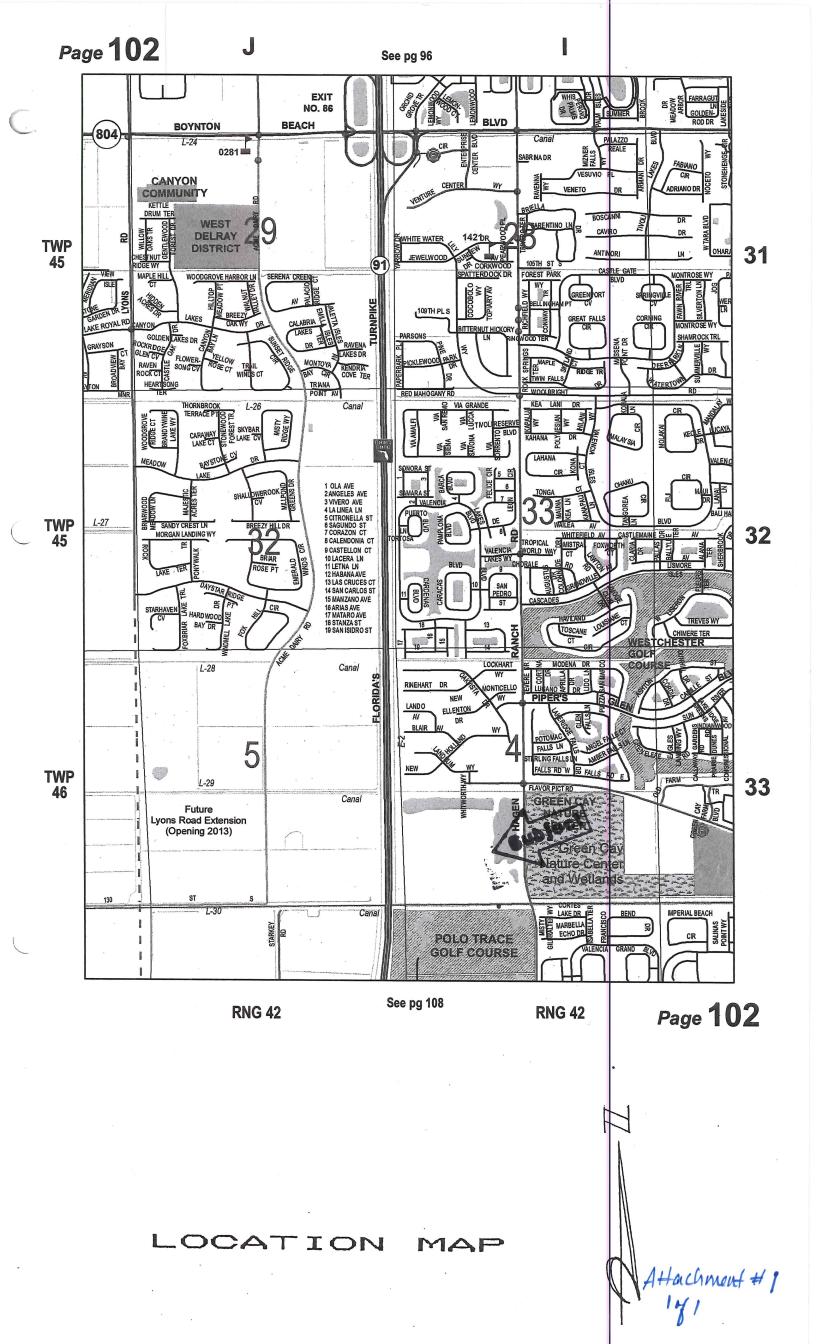
Background and Justification: The Lease Agreement with Verizon was approved on August 20, 2002 (R2002-1464). Verizon exercised its first option on August 21, 2007 (R2007-1316) extending the term of the Lease Agreement through August 19, 2012. On June 19, 2012 (R2012-0891) Verizon exercised its second extension option extending the Lease through August 19, 2017. On December 18, 2012 (R2012-1885) the Board approved the First Amendment adding three (3) additional antennas for Verizon and permitting equipment modifications by both parties. This Second Amendment permitts modifications by both parties and updates the non-discrimination, insurance and the Public Entity Crimes provisions to comply with County policy. The modifications proposed for these amendments have been reviewed and approved by the Electronic Services and Security Division and the Water Utilities Department. Verizon is an entity registered with the Federal Securities Exchange Commission whose interest is for sale to the general public. Florida Statutes does not require that a Disclosure of Beneficial Interests be obtained.

Attachments: 1. Location Map 2. Second Amendment	i. It		
Recommended By:	An my Wo F Department Director	le (16/11e Date	
Approved By:	County Administrator	7/6//4 Date	_

II. FISCAL IMPACT ANALYSIS

А.	Five Year Summary of	f Fiscal Impact:				
Fisca	al Years	2016	2017	2018	2019	2020
Oper Exter Prog	tal Expenditures cating Costs rnal Revenues ram Income (County) ind Match (County					
NET	FISCAL IMPACT	<u>*\$0-</u>				
	DITIONAL FTE ITIONS (Cumulative)					
Is Ite	m Included in Current I	Budget: Yes	No)		
Budg	et Account No: Fund	Program	Ur.	uit (Object	
B.	Recommended Sources	of Funds/Summa		_		
	Fixed Asset Number: N	√A	N A A	6.201	6	
C.	Departmental Fiscal Re	eview:	-M		-	
¥	No Fiscal Impacts	III. <u>REVIEV</u>	V COMMEN	TS		
А.	OFMB Fiscal and/or Co	ontract Developm	ent Commen	ts:		
	OFMB the contract Et	6/27/16 6/24 C	Dintract Develo	prient and Co	ontral 7/5	116
В.	Legal Sufficiency:		1-4			
	Assistant County Attorne	<u>7/6/16</u> y				
C.	Other Department Revie	ew:				
	Department Director					
	This summary is not to k	oe used as a basis	for payment.			

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Attachment #2 3-Second Amendment to PBC Lease Agreement (16 pages each)

SECOND AMENDMENT TO PALM BEACH COUNTY LEASE AGREEMENT

between

PALM BEACH COUNTY,

a political subdivision of the State of Florida

and

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, a Delaware limited partnership d/b/a Verizon Wireless

Exhibits:

Exhibit "C-2" - Equipment Specifications Exhibit "D-2" - Rooftop Site Plan Exhibit "E-2" - Photo Simulations Exhibit "F-2" - Frequencies

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second 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 Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("Tenant").

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Lease Agreement dated August 20, 2002 (R2002-1464) (the "Lease"), for the installation, operation, and maintenance of Tenant's communications equipment on the rooftop of the Building as defined in the Lease, which facility is known as the Southern Regional Water Reclamation Facility and is situated on the County-owned property located at 12751 Hagen Ranch Road, Boynton Beach, Florida; and

WHEREAS, the First Amendment to the Lease Agreement (R2012-1885) allowed both parties to make additions and improvements to their antennae and equipment; and

WHEREAS, the current term of the Lease has been extended through August 19, 2017; thereafter, Tenant retains the option of extending the Lease for three (3) successive periods of five (5) years each; and

WHEREAS, both County and Tenant wish to increase the number of antennas, modify their respective communications equipment and frequencies, and replace Exhibits "C-1", "D-1", "E-1", and "F-1" of the Lease to reflect those modifications; and

WHEREAS, County wishes to modify certain other provisions and incorporate certain language into the Lease; and

WHEREAS, County and Tenant acknowledge that updated passing intermodulation studies were performed.

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 Second Amendment shall have the same meaning and effect as in the Lease.

2. Exhibit "C-1" of the Lease is hereby replaced with Exhibit "C-2" attached hereto and made a part hereof.

3. Exhibit "D-1" of the Lease is hereby replaced with Exhibit "D-2" attached hereto and made a part hereof.

4. Exhibit "E-1" of the Lease is hereby replaced with Exhibit "E-2" attached hereto and made a part hereof.

5. Exhibit "F-1" of the Lease is hereby replaced with Exhibit "F-2" attached hereto and made a part hereof.

6. Section 4.05 of the Lease, as amended, is hereby deleted in its entirety and replaced with the following:

Section 4.05 Non-Discrimination.

Tenant 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 under this Lease.

Tenant 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 Tenant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

7. Section 6.07 of the Lease is hereby modified to change the mailing address for the Certificate(s) of Insurance to:

Tenant 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 Tenant 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: (562) 435-2999

Subsequently, Tenant 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, with a copy to Palm Beach County, Property & Real Estate Management, Attention Leasing, 2633 Vista Parkway, West Palm Beach, Florida 33411-5605. In the event coverage is cancelled or not renewed during the term of this Lease, Tenant shall endeavor to provide to County a minimum thirty (30) day prior written notice of cancellation or non-renewal of coverage.

8. Section 16.20 of the Lease, as amended, is hereby deleted in its entirety and replaced with the following:

Section 16.20 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants 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) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

9. Tenant represents that it is an entity registered with the Federal Securities Exchange Commission whose interest is for sale to the general public, and therefore, it is exempt from disclosing its beneficial interest pursuant to Section 286.23 (3) (a) Florida Statutes.

10. Except as modified by this Second Amendment and the prior amendment, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Lease, as amended, in accordance with the terms thereof. This Second 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 Tenant have executed this Second Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

DORIS Print Witness Name

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

By: Frank Wise Title: Executive Director - Network Field Engineering

Date:

(SEAL)

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

, Mayor

By:

(SEAL)

SHARON R. BOCK CLERK & COMPTROLLER

By:

ATTEST:

Deputy Clerk

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

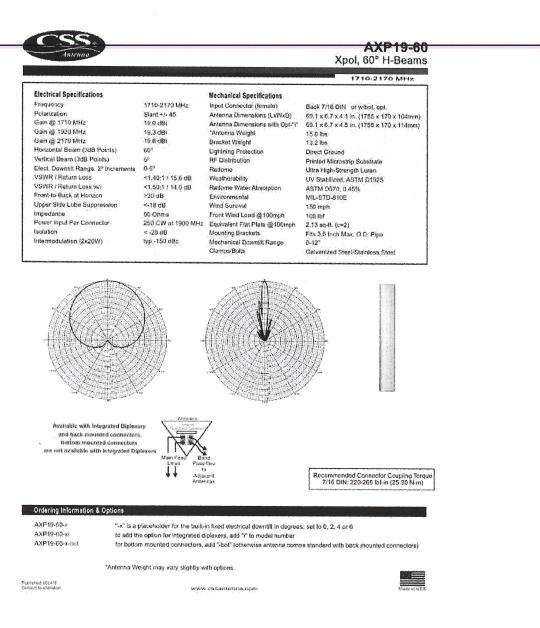
By: Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

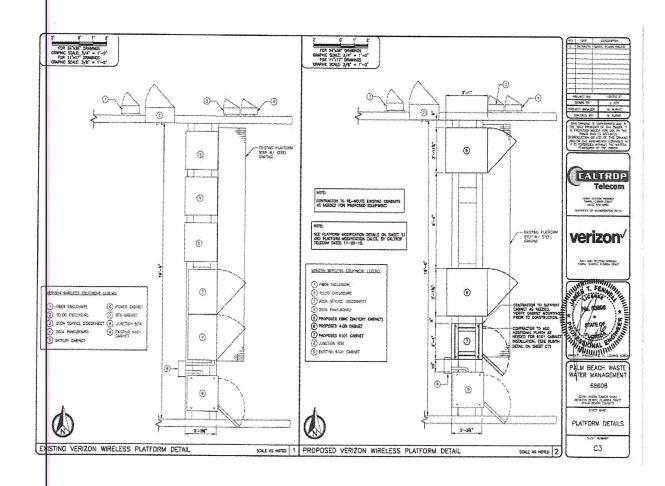
Audrey Wolf, Director Facilities Development & Operations

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Exhibit "C-2" Equipment Specifications



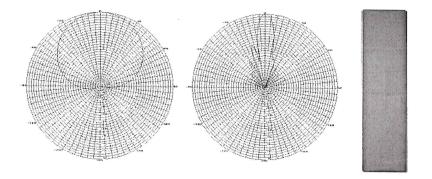
Tenant Site Name: Palm Beach County Water Reclamation Facility Tenant Site No.: 68608







Electrical Specifications		Mechanical Specifications	Link to Mechanical Drawing
Prequency	698-899 MHz	Input Connector (femate)	Back 7/16 DIN or w/bot, opt.
Polarization	Slant +/- 45	Antenna Dimensions (LxWxD)	72.0 x 12.5 x 7.1 in. (1829 x 318 x 180mm
Gain @ 698 MHz	15.3 dBi	*Anlenna Weight	30.0 lbs
Gain @ 752 MHz	15.6 dB)	Bracket Weight	13.2 lbs
Gain @ 782 MHz	15.8 dBi	Lightning Protection	Direct Ground
Horizontal Beam (3dB Points)	65°	RF Distribution	Printed Microstrip Substrate
Vertical Beam (3dB Points)	10 ^s	Radome	Ultra High-Strength Luran
Elect. Downfilt Range, 2º Increments	0-10°	Weatherability	UV Slabilized, ASTM D 1925
VSWR / Return Loss	<1.40:1/15.6 dB	Radome Water Absorption	ASTM D570, 0.45%
Front-to-Back at Horizon	>30 dB	Environmental	MIL-STD-B10E
Upper Side Lobe Suppression	<-18 dB	Wind Survival	150 mph
Impedance	50 Ohms	Front Wind Load @100mph	177.4 lbf
Power Input Per Connector	500 CW at 800 MHz	Equivalent Fial Piale @ 100mph	3.6 sq-ft. (o=2)
Isolation	<-28 dB	Mounting Brackets	Fils 3.5 Inch Max. O.B. Pige
Intermodulation (2x20W)	<-150 dBc	Mechanical Downfilt Range	0-12'
		Ciamps/Balts	Galvanized Steel/Stainloss Steel



Recommended Connector Coupling Torque 7/16 DIN: 220-265 lb14n (25-30 N-m)

Ordering informatic	n & Options
X7-665-x X7-665-x-bot	"-x" is a placeholder for the buili-in fixed electrical downtilt in degrees , set Iα 0, 2, 4, 6, 8 or 10 for bottom mounted connectors, add "-bot" (olherwise antenna comes standard with back mounted connectors)
	*Antenna Weight may vary slightly with options.
Published 110742 Refer to storator.	www.cssantenna.com

Cabinet	Maximum Installed Weight (estimate)	Reference Dimensions (Width x Depth x Height)	Maximum Heat Dissipation (Watt)
Extended Battery Reserve Enclosure (EBRE)	960185	36 in. x 48.38 in. x 79.41 in.	193
(Qty 1) N58170FT Battery	133 fbs		
			Per Unit
Note: (Qty 30) can fit into one Indoor		1 Battery/Unit Dimension:	Nominal Voltage = 12V
Battery Rack	(Total set of gty 30 units approx 3930 lbs)	5 in. x 22.5 in x 12/5 in	Short Circuit Current = 5000A

Cabinet	Maximum installed Weight (Ibs) (estimate)	Reference Dimesions Inches(Width & Height & Depth)	Maximum Heat Dissipation (Watt)
6101 - Outdoor	400 or 916 W/68U (170Ah)	27.6 x 57.2 or 76.8w/880 x 27.6	4,000
6102 - Outdoor	710 or 1235 w/BBU (340 Ah)	51.2 × 57 1 or 76.8 w/88U x 27.6	5.900
6201 - Indoor	307.1	13.6 x 56 5 or 58.5 /where frame x 19.0	9,500
5202 - Indoor Rack Mount	<218.3	19.7 × 19.3 × 20.7	2,700
6601 - Indoor Rack Mount	<12	19.0 × 2.6 × 13.8	240
6301 - Outdoor Enclosure	*265	16.3 x 43.9 x 21.1	1,530
	Maximum Heat Dissipation (Watt)	AC Circuits	DC Circuits Volts
	4,000	200-250VAC (3 PSU)	
	3,900	200-250VAC (3 PSU)	
	\$,500		-45
	2,700		-48
	240		48
1	1,520	200 250VAC	
	AC Circuits	DC Circuits Volts	
	200-250VAC (3 PSU)		7
	200 250VAC (3 PSU)		1

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200-250VAC **RBS Portfolio Summary Table**

	6101	6102	6201	6202	6601	6301
Delines Filles Kiesz	Carlsons S Rhoma Pederine R	Colars Hada Nitewa	bana Frank Tikaka Marka	baber Kark Payl * 1 Hedricksfeelk	BUDIC Hark Marst ' Ma Walko Satabak	Californ freiteraria Amiliante fictoria
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RCC BRAN Max Conferm	tas urmiti	er updati	4 18138 4	14 18103	84. 1000	onerstand a second
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illets ag thige on Layes ag	255 57.1.5 in 5 or 518.3 21.5	51 2 57 1 (0 3% S width) 37 6	236 M 5 of 56 5 minut fam. 1916	91 91 111	929 216 114	903 459 211
Vept (d	(id as and within a fight)	735 or 1235 w 560 co464 o	307.3	(8:8)	429	
lant Fetter	197 276 39 waa yoo aayoo	16.7 37.8 39.45 (States)	118 276			718
Dels je: Decs fra	59 to gamer same 18 water of the Yangers	E9 towney resure Fi man of 15 Passens		9	20	28
Ceoportegia di j	21412 115	2) 4 10 75 h				27 434 22
the Danman pages	4000 201 2040/20 (* 1951)	1900 304399-80(3179-0	5100 4060	2200 -46/202	246 48600	1636 339 330 AC
Carrier and a	2012	100 mar 1900 - unio	Oto ever 1 9000 - 1 1000	336	246	
Eding & Asin to	DC COOD	Auflang: Pertwijdir	31 4 (4)	No and Ast	2 8 8 5 1 4 3 Weber	35+343

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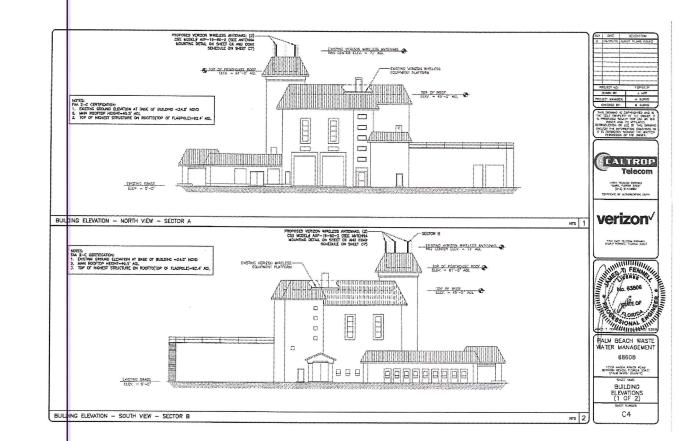
RBS 6000 Family



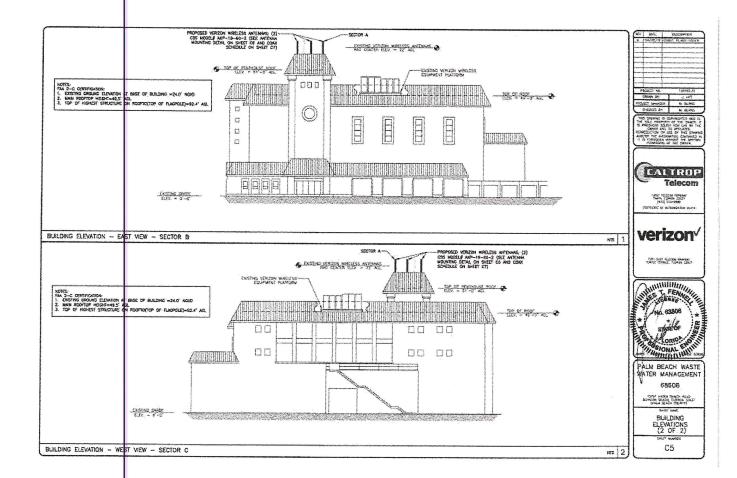
EZBFi Battery Frame(used with cabinets equipped	Maximum system (base system + 2 double shelt upgrades) + 20x	
with integrated power or a 3GP24i power cabinet)	Bafteries.	SHOOLS
21.4 x 23.6 x 72.9		and the second



Exhibit "D-2" Rooftop Site Plan

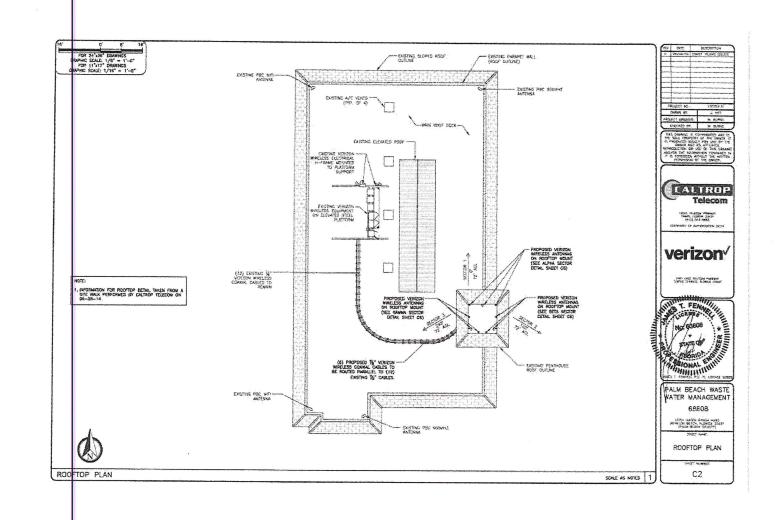


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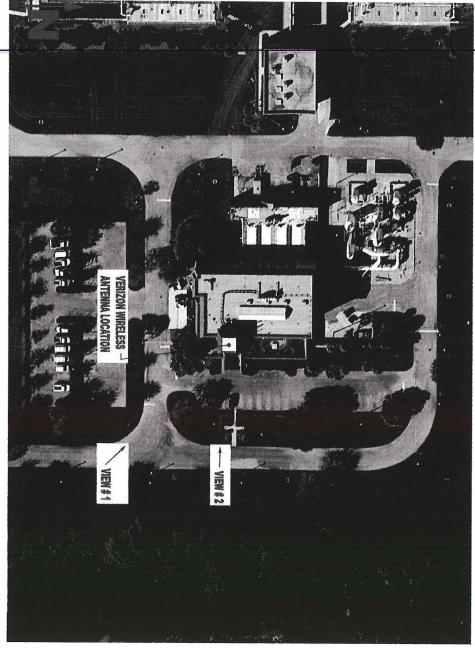
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Exhibit "E-2" Photo Simulations

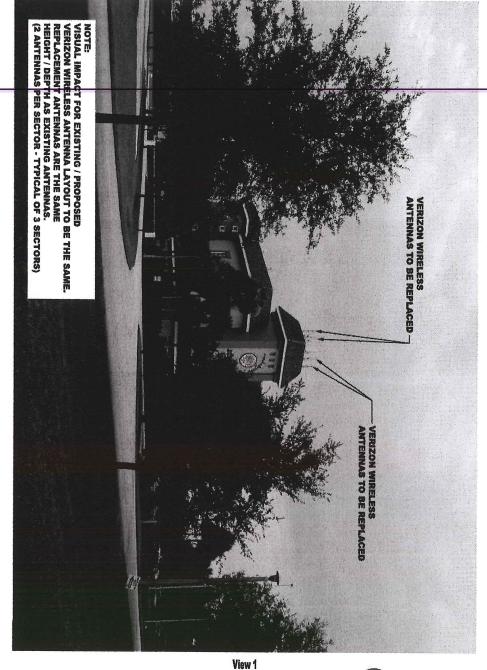


AERIAL VIEW

For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

PALM BEACH WASTE WATER MANAGEMENT 68608 VERIZON WIRELESS

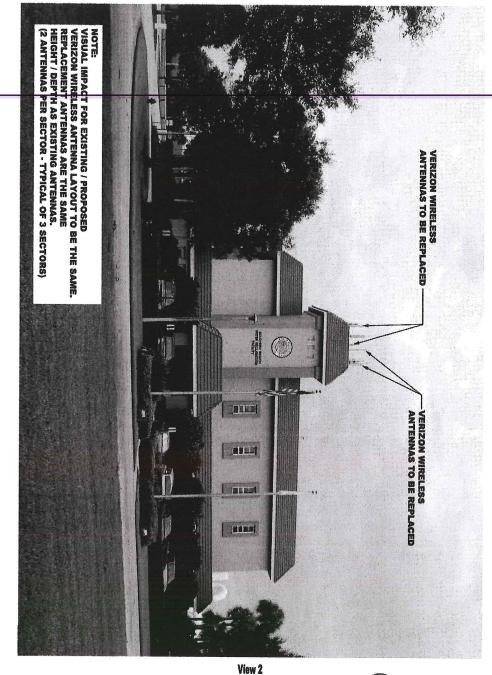




For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

PALM BEACH WASTE WATER MANAGEMENT 68608 VERIZON WIRELESS





For visual reference only. Actual visibility is dependant upon weather conditions, season, sunlight and viewer location.

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PALM BEACH WASTE WATER MANAGEMENT 68608 VERIZON WIRELESS



Exhibit "F-2" Frequencies

EVUIDIT #F#

PALM BEACH COUNTY ELECTRONIC SERVICE AND SECURITY DIVISION - SYSTEM FREQUENCIES SITE NAME: South Regional Water Reclamation Facility 12751 Hagen Ranch Road, Boynton Beach

		XHIBIT "F"	
2-4-2016			
TRANSMIT	RECEIVE	USE	NOTE
460.5000	465.5000	Water Utilities, TM	(2)
460.6250	465.6250	Water Utilities, RPT	(3)
460.7500	465.7500	Water Utilities, LST	(1)
453.2250	453.2250	Water Utilities, Irrigation	(1)
940.1750	901.1750	Water Utilities, AMI System	(2)
2GHz-2.4GHz ISM	2GHz-2.4GHz ISM	Water Utilities, WIFI	(3)
5.725GHz-5.850GHz	5.725GHz-5.850GHz	Water Utilities, WIFI	(3)
902-928M Hz	ISM Band	WUD Well Water Level Data	(2)
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	(1)
851.7500	805.7500	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	(1)
851.1250	806.1250	PBC 800MHz Trunked System	(1)
851.1000	805.1000	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	(1)
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)
1710-2170M Hz		Verizon Additional Antennas	(2)

Note: (1) Current; (2) Future; (3) To be installed.

TENANT SYSTEM FREQUENCIES (Verizon)

Transmit Frequency 1950-1965 MHz (1) 776-787 MHz (2)

-c) **x** - p

Receive Frequency 1870-1885 MHz (1) 746-757 MHz (2) Future Verizon Frequency 1710-2170 MHz (2)