

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X_____

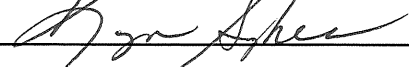
Does this item include the use of federal funds? Yes _____ No X_____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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


No fiscal impact.

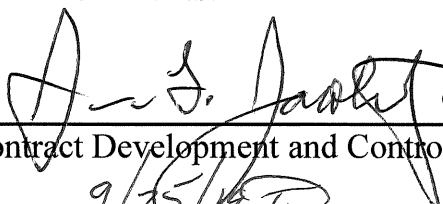
Fixed Asset Number N/A

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/23/19
OFMB 10a 9/23 9/23

 9/25/19
Contract Development and Control
9/25/19 TW

B. Legal Sufficiency:

 9/26/19
Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP



Attachment #2
Thirteenth Amendment to Tower Site Lease and Joint Use Agreement (3)
12 pages each

**THIRTEENTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

between

CITY OF BOYNTON BEACH, FLORIDA

and

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

and

PALM BEACH COUNTY, FLORIDA

Boynton Beach Tower

Exhibits: Exhibit “G” - Antenna Tower Schematics

**THIRTEENTH AMENDMENT TO TOWER SITE LEASE
AND JOINT USE AGREEMENT**

THIS THIRTEENTH AMENDMENT TO TOWER SITE LEASE AND JOINT USE AGREEMENT(R99-311-D), is made and entered into this _____ day of _____, 2019, by and between the CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation (“CITY”), NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“CINGULAR”), and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as (“COUNTY”).

WITNESSETH:

WHEREAS, CITY and West Palm Beach Cellular Telephone Company entered into that certain Tower Site Lease and Joint Use Agreement dated November 18, 1986 (the “Original Lease”) for the construction of a 320-foot self-supporting communications tower upon the Premises; and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, as the successor in interest to West Palm Beach Cellular Telephone Company, entered into that certain Amendment to Tower Site Lease and Joint Use Agreement, dated June 21, 1988 (the “First Amendment”); and

WHEREAS, CITY and Palm Beach County Cellular Telephone Company, entered into that certain Amendment Number Two to Tower Site Lease and Joint Use Agreement dated June 20, 1989 (the “Second Amendment”); and

WHEREAS, CITY, Palm Beach Cellular Telephone Company, as the successor in interest to Palm Beach County Cellular Telephone Company, and Richard P. Wille, as Sheriff of Palm Beach County (COUNTY), entered into that certain Joint Use Agreement dated August 22, 1989 (the “Third Amendment”); and

WHEREAS, CITY and AT&T Wireless Services of Florida (AT&T), as the successor in interest to Palm Beach Cellular Telephone Company, and COUNTY entered into that certain Fourth Amendment to Tower Site Lease and Joint Use Agreement in 1998 (the “Fourth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Fifth Amendment to Tower Site Lease and Joint Use Agreement dated February 23, 1999 (R99-311D) (the “Fifth Amendment”); and

WHEREAS, CITY, AT&T and COUNTY entered into a Sixth Amendment to Tower Site Lease and Joint Use Agreement dated June 6, 2001 (R2001-0867) (the “Sixth Amendment”) in order to modify the legal description and authorize the County to install a generator with fuel tanks; and

WHEREAS, CITY, AT&T and COUNTY entered into a Seventh Amendment to Tower Site Lease and Joint Use Agreement dated May 21, 2002 (R2002-0766) (the “Seventh Amendment”) to allow AT&T to install new antenna and transmission lines to accommodate new third generation Global System Mobil technology; and

WHEREAS, CITY, AT&T and COUNTY entered into an Eighth Amendment to Tower Site Lease and Joint Use Agreement dated January 13, 2004 (R2004-0098) (the “Eighth Amendment”) to allow the CITY to relocate their antennae; and

WHEREAS, CITY, AT&T and COUNTY entered into a Ninth Amendment to Tower Site Lease and Joint Use Agreement dated November 16, 2004 (R2004-2366) (the “Ninth Amendment”) to allow the CITY to replace an existing antenna and add two new antennas; and

WHEREAS, CITY, CINGULAR, as the successor in interest to AT&T, and COUNTY entered into a Tenth Amendment to Tower Site Lease and Joint Use Agreement dated May 16, 2006 (R2006-0857) to allow COUNTY to install communication equipment for the purpose of

deploying a countywide paging system and added equipment to upgrade CINGULAR's regional network; and

WHEREAS, CITY, CINGULAR and COUNTY entered into an Eleventh Amendment to Tower Site Lease and Joint Use Agreement dated July 16, 2013, (R2013-0877) (the "Eleventh Amendment") to allow City to add equipment and frequencies to the tower in order to upgrade their regional network; and

WHEREAS, CITY, CINGULAR and COUNTY entered into an Twelfth Amendment to Tower Site Lease and Joint Use Agreement dated July 11, 2017, (R2017-0889) (the "Twelfth Amendment") to allow the CITY to add equipment and frequencies to the tower in order to upgrade their regional network. The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment and the Thirteenth Amendment is hereinafter referred to as the "Tower Site Lease"; and

WHEREAS, CINGULAR in 2018 requested and obtained CITY and COUNTY consent to perform maintenance type modifications to be incorporated into the Tower Site Lease in a future amendment.

WHEREAS, CINGULAR desires to make additional modifications to the tower to support future use and has requested approval for the addition of equipment to the tower to upgrade their regional network; and

WHEREAS, in order to accommodate CINGULAR's request, it is necessary to modify the Antenna Tower Schematics exhibit of the Tower Site Lease; and

WHEREAS, an updated structural study was performed and CITY, CINGULAR and COUNTY acknowledge and agree that the changes contemplated herein will not affect the structural capacity of the tower; and

WHEREAS, CINGULAR acknowledges that if structural changes to the tower are required by CINGULAR's modifications must be made at CINGULAR's sole cost and expense and in compliance with the terms of the Tower Site Lease; and

WHEREAS, County desires to incorporate certain language into the Tower Site Lease; and

WHEREAS, the parties hereto desire to amend the Tower Site Lease, 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 considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All defined terms as used herein shall have the same meaning and effect as in the Tower Site Lease.
2. Exhibit "G" (Antenna Tower Schematics) attached to the Twelfth Amendment to the Tower Site Lease shall be replaced with a new Exhibit "G" (Antenna Tower Schematics) attached hereto and incorporated herein by reference.
3. CINGULAR, at its sole cost and expense, shall be responsible for the design and construction of its modifications to the tower as described on Exhibit "G". CINGULAR acknowledges and agrees said modifications will be made in accordance with the Tower Site Lease.
4. Article VI Insurance, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

County shall, during the entire Term hereof, provide CITY and CINGULAR with a certificate evidencing self-insurance coverage for commercial general liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. In the event the Legislature should change the County's exposure by Statute above or below the sums insured against, the County shall provide insurance to the extent of that exposure.

5. Section 18. Non Discrimination, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease.

6. Section 19. Office of the Inspector General, of the Tower Site Lease, is hereby deleted in its entirety and replaced with the following:

Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

7. Section 20 Public Entity Crimes is hereby added to the Tower Site Lease as follows:

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, CITY and CINGULAR certifies to the best of its knowledge, 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.

8. Section 21 Condemnation is hereby added to the Tower Site Lease as follows:

Condemnation

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi-public use, the entire compensation or award therefor, including any severance damages, shall be apportioned between CITY, CINGULAR and County in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. County shall also be entitled to receive compensation for the value of any Alterations or other improvements made by County to the Premises and moving expenses. In addition, County may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the County elects to terminate

this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. County will be allowed not less than sixty (60) days notice to remove its property from the Premises.

9. Section 22 No Third-Party Beneficiary is hereby added to the Tower Site Lease as follows:

No Third Party Beneficiary

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, CITY or CINGULAR.

10. Except as modified by this Thirteenth Amendment, the Tower Site Lease remains unmodified and in full force and effect in accordance with the terms thereof.

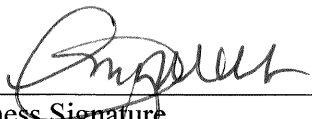
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)


~~Twelfth~~^{Thirteenth} **IN WITNESS WHEREOF**, COUNTY, CINGULAR, and CITY have executed this
Amendment, or have caused the same to be executed by their duly authorized
representatives, as of the day and year first above written.

Signed and delivered
in the presence of:


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

By: AT&T Mobility Corporation
Its: Manager



Witness Signature


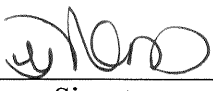
Print Witness Name

By: 

Henry Galan
Area Manager

Print Name and Title
7-12-19

(SEAL)



Witness Signature
Yasmarie Nevarez

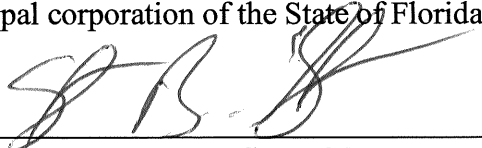
Print Witness Name

[additional signature pages follow]

ATTEST:
QUEENESTER NIEVES
DEPUTY CITY CLERK

By: 
Queenester Nieves, Deputy City Clerk

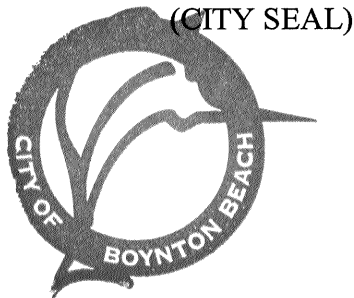
CITY OF BOYNTON BEACH, FLORIDA, a
municipal corporation of the State of Florida

By: 
Steven B. Grant, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



City Attorney



[This signature page represents a continuation of the Thirteenth Amendment between Palm Beach County and the City of Boynton Beach and New Cingular Wireless PCS.]

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

Commissioners

PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

SEAL

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM

APPROVED AS TO TERMS AND LEGAL
SUFFICIENCY AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

[This signature page represents a continuation of the Thirteenth Amendment between Palm Beach County and the City of Boynton Beach and New Cingular Wireless PCS.]

G:\PREM\PM\Out Lease\City of Boynton AT&T Tower\Amend 13\13th Amendment Boyn Beh Tower-ATT HF appvd 7-1-2019.docx

PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT C
Boynton Beach Tower Site Antenna Schedule

ANT #	ANTENNA TYPE	MFR	USE	MOUNT	MFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
1	DB910	DEOBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA300LP	ROHN	315'	3'	000/270	S	LDF5-50	896.2875 - 896.2875
2	DB910	DEOBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA300LP	ROHN	300'	3'	000/270	NW	LDF5-50	896.2875 - 896.2875
3	BMR12-0	DEOBEL	CITY OF BOYNTON BEACH 800 MHZ SYSTEM	SA300LP	ROHN	300'	3'	000/270	S	LDF5-50	RX ONLY
4	DB810E-PS *	CELWAVE	COUNTY 800MHZ RX	CUSTOM	CUSTOM	275'	3'	270	S	LDF5-50	See Table 1
5	BMR12-0	CELWAVE	COUNTY 800 MHZ RX	CUSTOM	CUSTOM	275'	3'	270	NW	LDF5-50	RX ONLY
6	DB606	DEOBEL	PBCFR Paging System	BD116	Valmont	240'	6'	000/0	NE	LDF5-50	453.150 MHz
7	BMR12-0	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	NW	LDF5-50	851-866 MHz
8	BMR12-0	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	NW	LDF5-50	851-866 MHz
9	BMR12-0	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	S	LDF5-50	851-866 MHz
10	BMR12-0	CELWAVE	COUNTY 800 MHZ TX	CUSTOM	CUSTOM	245'	3'	270	S	LDF5-50	851-866 MHz
11	A2408	YDI	BBFD 2.4 GHz	SA300LP	ROHN	235'	3'	000/0	NW	LDF6-50	2.4 GHz DSSS
12	DB264	DEOBEL	FBI VHF RX	SA300LP	ROHN	210'	3'	000/0	NE	LDF5-50	RX ONLY
12A	DB810E-PS *	ANDREW	COUNTY 800MHZ	CUSTOM	CUSTOM	210'	6'	000/0	S	LDF6-50	See Table 1
13	PAR8-55A	ANDREW	COUNTY MICROWAVE TO EOC	45' PIPE	CUSTOM	200'	N/A	345	NW	EW-63	6162.63 MHz
14	TRACE 8000	ADTRAN	CITY OF BBS 8 GHz PTP	CUSTOM	ADTRAN	130'	N/A	90	NE	LDF4-50	5.8 GHz
15	A245LP14	YDI	BBFD 2.4 GHz	LP14	YDI	130'	N/A	270	NW	UNR-1200	2.4 GHz DSSS
16	PAR6-65A	ANDREW	COUNTY MICROWAVE TO SEWS	45' PIPE	N/A	130'	N/A	81	S	EW-63	6065.00 MHz
17	DB222	DEOBEL	COUNTY MISCAD	SA300LP	ROHN	100'	6'	000/0	NW	LDF4-50	199.15 MHz
17A	NSRS *	OBIDIITY	COUNTY PTP TO BOYNTON BEACH EOC	SA300LP	ROHN	100'	6'	300	NW	CAT6	5.8 GHz
18	PD455	PHELPS DODGE	CITY OF BOYNTON BEACH NOBLE DATA SYSTEM	SA300LP	ROHN	100'	6'	000/0	S	LDF5-50	460.225

6/28/2019

H16
9/17
SAS

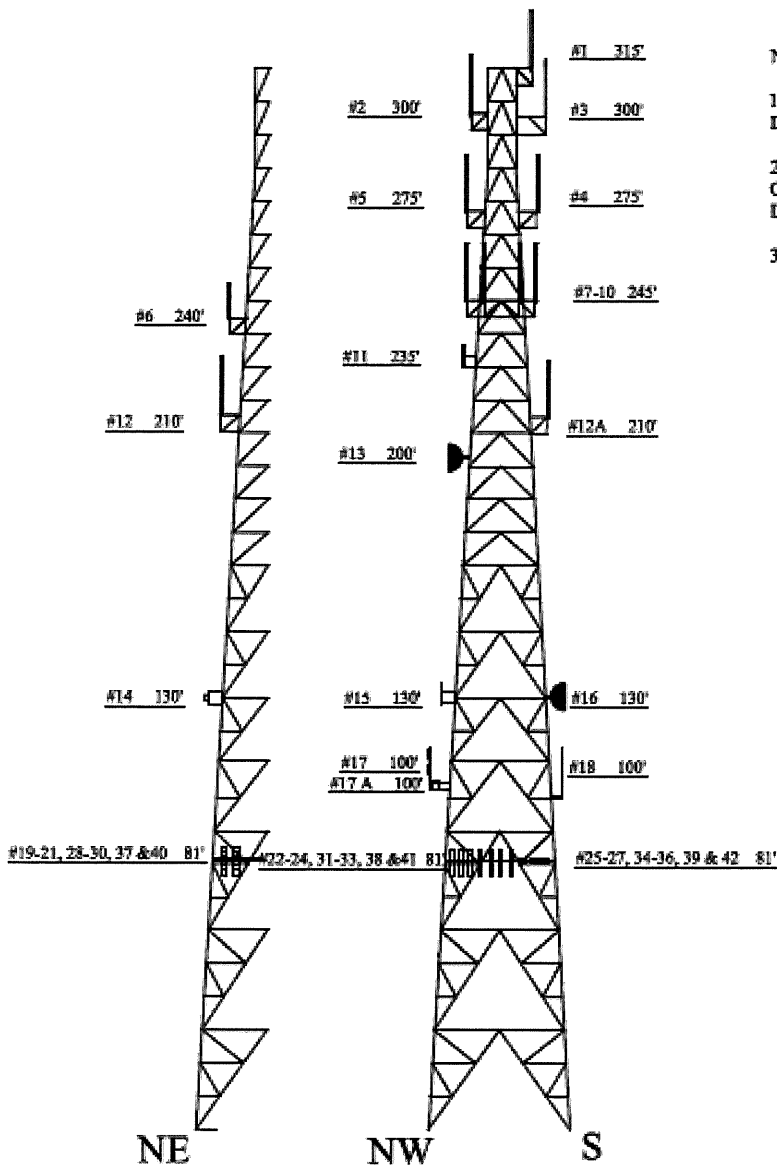
PALM BEACH COUNTY ELECTRONIC SYSTEMS AND SECURITY DIVISION
EXHIBIT G
Boynton Beach Tower Site Antenna Schedule

ANT #	ANTENNA TYPE	WFOZ	USE	MOUNT	WFR	MOUNTING HEIGHT	STAND OFF	AZIMUTH	LEG	CABLE	TX FREQ
19	800-00806-00	Kathrein	AT AT Wireless PCS / Cellular Masttop	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	698.980, 670.2690 MHz
20	800-00806-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	698.980, 670.2690 MHz
21	800-00806-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	698.980, 670.2690 MHz
22	800-00805-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	698.980, 670.2690 MHz
23	800-00805-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	698.980, 670.2690 MHz
24	800-00905-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	698.980, 670.2690 MHz
25	800-00806-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	698.980, 670.2690 MHz
26	800-00906-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	698.980, 670.2690 MHz
27	800-00806-00	Kathrein	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	698.980, 670.2690 MHz
28	PRUL-32	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	740-749MHz & 2130-2139MHz
29	PRUL-32	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	740-749MHz & 2130-2139MHz
30	PRUL-32	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	740-749MHz & 2130-2139MHz
31	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	740-749MHz & 2130-2139MHz
32	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	740-749MHz & 2130-2139MHz
33	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	740-749MHz & 2130-2139MHz
34	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	740-749MHz & 2130-2139MHz
35	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	740-749MHz & 2130-2139MHz
36	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	210	Face C	1-50ft	740-749MHz & 2130-2139MHz
37	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	360	Face A	1-50ft	740-749MHz & 2130-2139MHz
38	PRUS-ES B12 4449	Emission	AT AT Wireless	CUSTOM	CUSTOM	8'0"	6'	110	Face B	1-50ft	740-749MHz & 2130-2139MHz

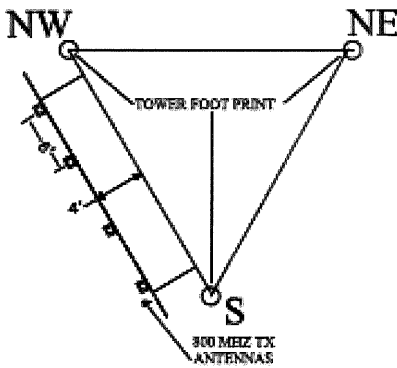
¹ Future antenna	² ATT proposed antenna	³ ATT proposed radio head	Note 1: fiber & two DC cables
ANTENNA 17A TO REPLACE NOSCAD DB222 AT A FUTURE TIME.		⁴ ATT proposed Demarc with 2 fiber cables 100' and 1 control cable 35'	

3 of 4

BOYNTON BEACH TOWER & ANTENNA CONFIGURATION



- NOTES:
- 1. SEE ATTACHED TABLE FOR ANTENNA AND CABLE DETAILS.
 - 2. DRAWING IS CONCEPTUAL ONLY AND NOT TO BE CONSIDERED A CONSTRUCTION DRAWING. THE DRAWING IS NOT TO SCALE.
 - 3. SITE LOCATION DETAILS:
 - LATTITUDE: 26-32-28 N
 - LONGITUDE: 80-04-18 W
 - TOWER HEIGHT AGL: 306 FEET
 - FACE WIDTH AT GROUND: 40.5 FEET
 - SITE ELEVATION AMSL: 15 FEET
 - TOWER ORIENTATION: S-180 DEGREES
NW-300 DEGREES
NE-060 DEGREES



CITY OF BOYNTON BEACH COMMUNICATIONS TOWER LOADING DIAGRAM	REVISIONS		PAGE 4 OF 4
	No.	DATE	
PALM BEACH COUNTY ELECTRONIC SERVICES AND SECURITY DIVISION	1	Add antenna (DIN 12W 45- @ 275' N) to - PB County's Reserved plan # 4	06/01/12
	2	Add County antenna (DIN 12W 45- @ 275' N) to - PB County's Reserved plan # 4	06/01/12
	3	Exchange antenna City 100 AZPCLP14 with City 100 Yarn 1000 PTP - doc #14	11/06/12
	4	Add AT&T additional loading antenna @ 10' antenna doc # 19 doc # 31.	11/06/12
	5	Add County PTP Antenna to replace YD122 as a Spare site - Add AT&T antenna modifications @ 41' level	06/01/12
	File: C:\Files\Sites\Boynton\Boynton.dwg		04- 17-19