

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2024 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Agreement with Connemara Association, Inc. (Connemara), a Florida not for profit corporation, extending the term for a period of twenty-five (25) years retroactively from February 23, 2024 through February 22, 2049, at an annual rental rate of \$55,000 commencing November 1, 2024.

Summary: On February 23, 1999, the Board of County Commissioners (Board) approved a 25-year Agreement with Connemara (R99-258-D), as amended (R2008-1308) (collectively, the Agreement), for rooftop space to support the operation of a County communication antenna and equipment shelter. On July 22, 2008, the Board approved a Use Agreement (R2008-1309) with the Palm Beach Sheriff's Office (PBSO) establishing PBSO's share of the rental rate for its equipment located on the premises. For the past twenty-five (25) years the County has leased rooftop space from Connemara to support the operation of the communication antenna. The removal and relocation of the existing equipment would cause a disruption to essential emergency services and would be cost prohibitive as a new location that meets the geographical and technical requirements for services would have to be found, and a tower constructed upon said site. Continuous use of the existing site would save the County an estimated \$4.2 million (exclusive of the additional cost of leasing or purchasing new property). Therefore, staff recommends that the current Agreement be extended. This Second Amendment i) extends the term for twenty-five (25) years retroactively from February 23, 2024 through February 22, 2049; ii) includes a Consent to Second Amendment to Connemara Agreement for the Use Agreement with PBSO; iii) revises the annual rent adjustment to be capped at 3%; and iv) updates Exhibit "A" Radio Equipment List. All other terms of the Agreement remain unchanged. The agreement will continue to be administered by the Facilities Development and Operations Department (FDO). The Annual Gross Rent for this Agreement is shared between PBSO at a rate of \$5,914.22 and FDO at a rate of \$41,517.34, for a total of \$47,431.56 through October 31, 2024. Commencing on November 1, 2024, the Annual Gross Rent will increase to \$55,000 to be shared between PBSO at (\$6,857.92) and FDO (\$48,142.08). **(Property Real Estate Management) District 1 (HJF)**

Background and Policy Issues: The Current annual rent is \$47,431.56 with costs shared between FDO (\$41,517.34) and PBSO (\$5,914.22). This Second Amendment retroactively extends the Agreement for another twenty-five (25) years, expiring February 22, 2049. Initially, Staff negotiated an extension at the same rental rate, with annual adjustments. However, staff was notified in early January that the landlord requested an increase in rent to \$65,000. After multiple negotiations, the proposed Second Amendment provides, commencing on November 1, 2024, the Annual Gross Rent will be \$55,000 (FDO \$48,142.08 / PBSO \$6,857.92). On November 1, 2025 and each subsequent November 1st thereafter during the term of the Agreement (Adjustment Date), the annual gross rent shall be adjusted in accordance with any adjustments to the Consumer Price Index (CPI); however, in no event shall the annual gross rent increase by more than 3% on any Adjustment Date. This item is being approved retroactively as Connemara approved and executed the proposed Second Amendment on January 25, 2024.

Section 286.23, Florida Statutes requires that a Disclosure of Beneficial Interests be obtained when property held in a representative capacity is leased to the County. Connemara Association, Inc. provided a Disclosure of Beneficial Interests which is included as Attachment 3.

Attachments:

- 1. Location Map
- 2. Second Amendment to Agreement (2)
- 3. Disclosure of Beneficial Interests

Recommended By: [Signature] (FAC) Department Director Date: 2/19/2024
Approved By: [Signature] County Administrator Date: 2/20/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	<u>\$-0-</u>	<u>\$55,000</u>	<u>\$56,650</u>	<u>\$58,350</u>	<u>\$60,100</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$55,000</u>	<u>\$56,650</u>	<u>\$58,350</u>	<u>\$60,100</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget Yes X No

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

Does this item include the use of state funds? Yes No X

Budget Account No:

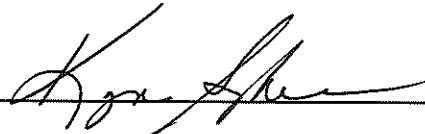
2025 FD&O: \$48,142.08 Fund 0001 Dept 410 Unit 4150 Object 4414

2025 PBSO: \$6,857.92 Fund 0001 Dept 164 Unit 1604 Object 4414

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

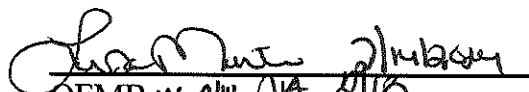
2024 Annual Rent paid in November 2023, was \$47,431.56 (FDO \$41,517.34 / PBSO \$5,914.22); commencing on November 1, 2024 (FY2025), the annual rent will be \$55,000; each November 1st thereafter the annual rent shall adjust via CPI or 3% whichever is less. In no event shall the annual gross rent increase by more than three percent (3%). For budgetary purposes only, an estimated 3% increase is being used.


Fixed Assets Number N/A

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB MG 2/14 JA 2/13
 EW 2-13-24

 2/16/24
 Contract Development and Control
 TW 2/15/24

B. Legal Sufficiency:

 2/16/24
 Assistant County Attorney

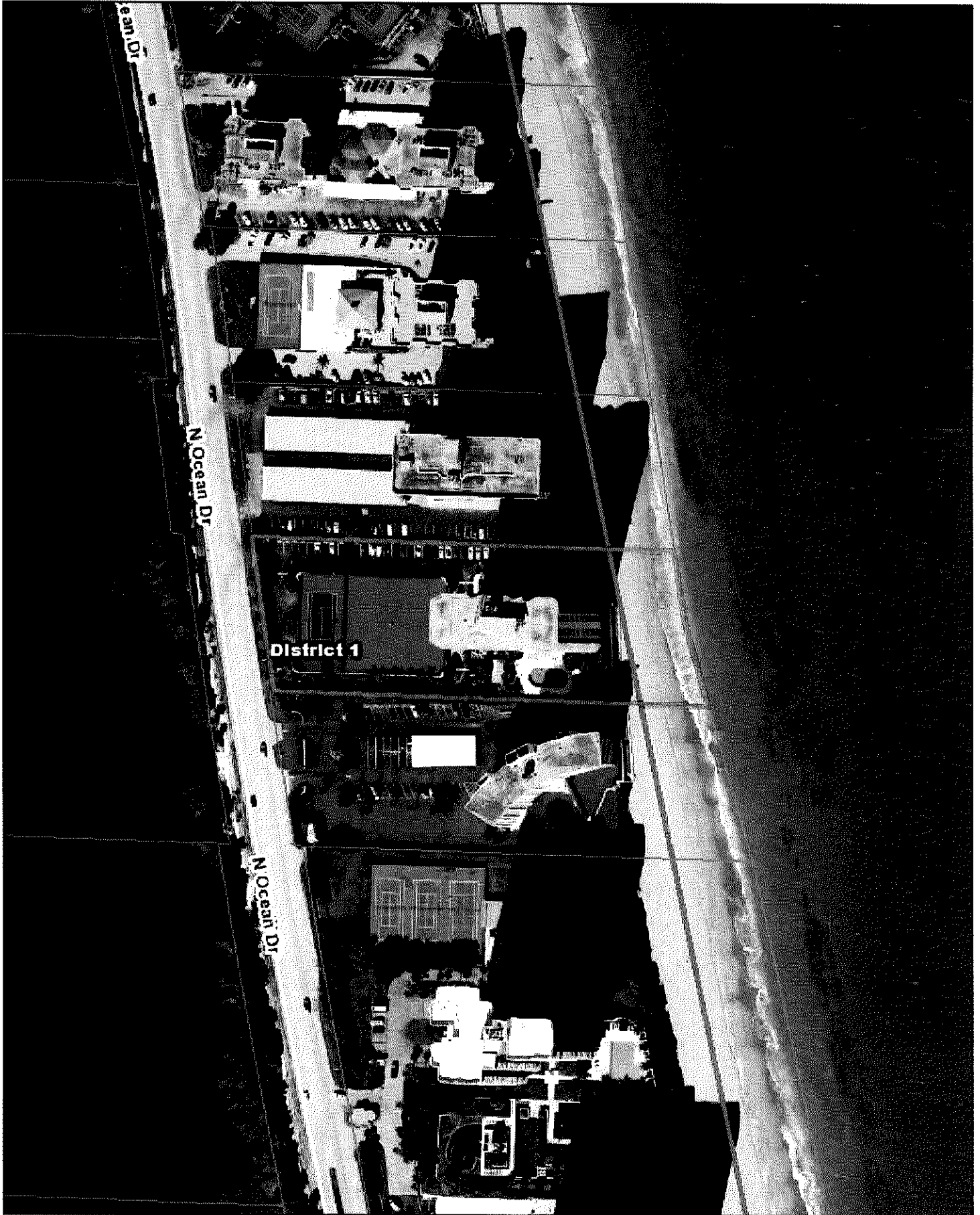
C. Other Department Review:

 Department Director

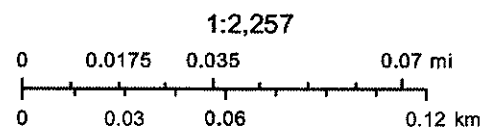
This summary is not to be used as a basis for payment.

LOCATION MAP

56-43-42-15-06-000-0901



December 8, 2023



ATTACHMENT #1

"RESTRICTED" CONFIDENTIAL DOCUMENTS

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ATTACHMENT #2
Second Amendment To Agreement (2 @ 10 pages)

**"RESTRICTED" CONFIDENTIAL DOCUMENTS
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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (R99-258-D) (the “Second Amendment”), made and entered into by and between the **CONNEMARA ASSOCIATION, INC.**, a Florida not for profit corporation, hereinafter referred to as “Lessor”, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County” (collectively, the “Parties”).

WITNESSETH:

WHEREAS, Lessor and County entered into that certain Agreement dated February 23, 1999 (R99-258-D), for County’s installation of communication equipment upon the rooftop of the Building as defined therein and as amended by that First Amendment dated July 22, 2008 (R2008-1308) to allow for additional antenna and equipment space on the rooftop of the Building and document the increase to annual rent (collectively, the “Agreement”); and

WHEREAS, on July 22, 2008, the County entered into a Use Agreement (R2008-1309) with Palm Beach County Sheriff’s Office (PBSO), for the additional antenna and equipment space on the rooftop and increase to the annual rent; and

WHEREAS, County desires to document the point to point antenna approved and installed in 2011; and

WHEREAS, the Connemara site continues to provide better coverage in the target area than available commercial towers in said area; and

WHEREAS, the use of the Connemara site avoids the issue of tower construction approval, tower construction costs, and costs for an equipment shelter; and

WHEREAS, the Term of the Agreement expires on February 22, 2024; and

WHEREAS, the Parties wish to amend the Agreement to extend its term for an additional twenty-five (25) years and to revise the Cost of Living Adjustment to Annual Gross Rent; and

WHEREAS, PBSO acknowledges and consents to the revisions to the Agreement, as set forth in the consent attached hereto and made a part hereof as Exhibit “B”; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this Second Amendment shall have the same meaning and effect as in the Agreement.
2. Section 1.01 of the Agreement is hereby amended to extend the Term for a period of twenty-five (25) years commencing on February 23, 2024, and expiring on February 22, 2049.
3. Section 2.02, Cost of Living Adjustment to Annual Gross Rent, is hereby deleted in its entirety and replaced with the following:

Section 2.02 Adjustment to Annual Gross Rent.

Commencing on November 1, 2024 the Annual Gross Rent will be \$55,000. On November 1, 2025 and each subsequent November 1st thereafter during the term of this Agreement (hereinafter referred to as an "Adjustment Date"), the Annual Gross Rent shall be adjusted in accordance with any increase in the Consumer Price Index for Urban Consumers, All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor (hereinafter referred to as "CPI"). On each Adjustment Date, the annual Gross Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month three months preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for the same month of the prior year. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher or similar information chosen by the Lessor. In no event shall the annual Gross Rent be increased by more than three percent (3%) on any Adjustment Date.

4. The Connemara Condominium Radio Equipment List ("Exhibit A") is hereby updated to include the Palm Beach County Sheriff's Office point to point antenna that was installed in 2011 by consent agreement.

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

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

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

**CONNEMARA ASSOCIATION,
INC.,** a Florida not for profit corporation

WITNESS:

Joshua DeBriano
Witness Signature

Joshua DeBriano
Print Witness Name

Emma Perez
Witness Signature

Emma Perez
Print Witness Signature

By: *Robert Monahan*
President

Print Name: Robert Monahan

By: *Arlene M Straker*
Vice President

Print Name: Arlene M Straker

(Seal)

[Signatures continue on next page]

ATTEST:

**JOSEPH ABRUZZO, CLERK OF
THE CIRCUIT COURT
& COMPTROLLER**

By: _____
Deputy Clerk

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

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

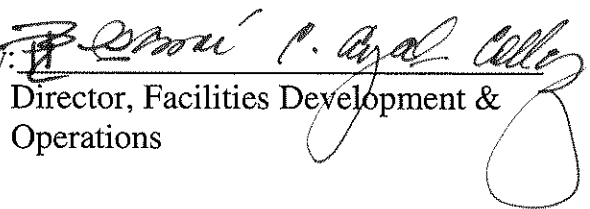
By: 
Director, Facilities Development &
Operations

EXHIBIT "A"
Connemara Condominium Radio Equipment List

EXHIBIT A

CONNEMARA CONDOMINIUM

RADIO EQUIPMENT LIST

- 2 6GHz Microwave Radios and Multiplexer equipment.
- 1 Microwave Battery charger and batteries.
- 1 6FT Microwave Dish VHLP6-6W-6WH/B
- 24 Motorola 800MHz Radio Repeater.
- 4 Celwave 800MHz Transmitter Combiner.
- 1 Motorola Simulcast Zone Controller.
- 1 Transmit/Receiver Pre-Amp
- 5 Celwave BMR12H 800MHz antennas.
- 1 Motorola Site Controller.
- 1 Andrews Dehydrator.
- 1 DB222 VHF antenna (MOSCAD)
- 1 Motorola repeater VHF (RACES).
- 1 Telewave ANT150F2 VHF antenna (RACES).
- 1 GPS antenna 800MHz radio system.
- 1 ISS point to point network antenna
- 1 20KVA Uninterruptible Power Supply (UPS) and External Back-up Batteries.
- 3 6 Ton Wall Mounted Air Conditioners.
- 1 Emergency Back-up Generator and transfer Panel.
- 1 Terma radar 18' HG Radar Antenna.
- 1 Terma 5202 Radar Transceiver
- 1 FLIR Camera (Attached directly to the Radar Mount)
- 1 SSR radar processor (computer)
- 1 Shine Micro Mini AIS Receiver
- 1 Shine Micro GPS Antenna
- 1 VHF Omni Directional Antenna (AIS)
- 1 24 Port Juniper Switch
- 1 Palto Firewall Router
- 1 I-boot Bar (Remote PDU)
- 1 Rack Mounted UPS

12/12/2023

EXHIBIT "B"
Consent to Second Amendment to Connemara Agreement

EXHIBIT "B"

CONSENT TO SECOND AMENDMENT TO CONNEMARA AGREEMENT

The undersigned hereby certifies that it entered into a Use Agreement dated July 22, 2008 (R2008-1309), with Palm Beach County, a political subdivision of the State of Florida, to install additional communication equipment on the rooftop of the Connemara building and pay the increased annual gross rent in accordance with the terms of the Agreement, as amended (R2008-1308). The undersigned further acknowledges and consents to the revisions to Section 2.02, Adjustment to Annual Gross Rent, of the Agreement listed below:

Commencing on November 1, 2024 the Annual Gross Rent will be \$55,000. On November 1, 2025 and each subsequent November 1st thereafter during the term of this Agreement (hereinafter referred to as an "Adjustment Date"), the Annual Gross Rent shall be adjusted in accordance with any increase in the Consumer Price Index for Urban Consumers, All Items, U.S. City average (1982-1984=100) issued by the Bureau of Statistics of the U.S. Department of Labor (hereinafter referred to as "CPI"). On each Adjustment Date, the annual Gross Rent payable for the immediately preceding one (1) year period shall be adjusted by multiplying the same by a fraction, the numerator of which shall be the CPI value for the month three months preceding the applicable Adjustment Date, and the denominator of which shall be the CPI value for the same month of the prior year. In the event that during the Term of this Agreement the CPI ceases to be published, or if a substantial change is made in the method of establishing or computing the CPI, then the determination of the adjustment in the annual Gross Rent shall be made with the use of such conversion factor, formula or table as may be published by the Bureau of Labor Statistics, or if none is available, by any other nationally recognized publisher or similar information chosen by the Lessor. In no event shall the annual Gross Rent be increased by more than three percent (3%) on any Adjustment Date.

The above addition will apply to and be binding upon the parties to the Use Agreement.

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IN WITNESS WHEREOF, the undersigned has hereinto set its hand and seal the day and year first written below.

ATTEST:

By: Rafiah Bacchus

Print Name: Rafiah Bacchus

Title: Contract Analysis

RIC L. BRADSHAW, SHERIFF

In his capacity as Sheriff of Palm Beach County,
Florida, a Constitutional Officer

By: Feeney, Terence P. Digitally signed by Feeney, Terence P.
Date: 2024.02.01 17:16:14 -05'00'

Ric L. Bradshaw, Sheriff or Designee

Print Name: Terence P. Feeney

Title: Chief Procurement Officer

Date: February 1, 2024

APPROVED AS TO FORM AND LEGAL

SUFFICIENCY:

By: Roger Shutt

PBSO Legal Advisor

\\pbcgov.org\FDO\Common\PREMPM\Leases-Agreements\Connemara Comm Tower - Singer Island [Payable]\Amendment No 2\FINAL Documents\FINAL EXHIBIT B. PBSO Consent HF re-approved 1.25.24.docx

ATTACHMENT #3
Disclosure of Beneficial Interests (3 pages)

**"RESTRICTED" CONFIDENTIAL DOCUMENTS
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LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Robert
Manahan, hereinafter referred to as "Affiant", who being by me
first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Connemara Association, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 5420 N Ocean Drive, Riviera Beach, FL 33404 2543
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

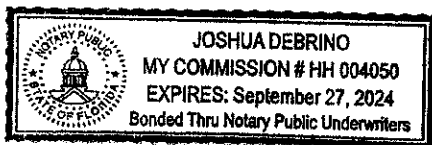
FURTHER AFFIANT SAYETH NAUGHT.

Robert Manahan, Affiant
Print Affiant Name: Robert manahan

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 24 day of January, 2024, by Robert Manahan who is personally known to me or who has produced _____ as identification and who did take an oath.

Joshua DeBrino
Notary Public

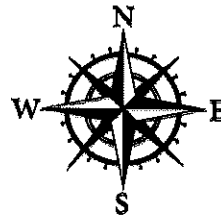
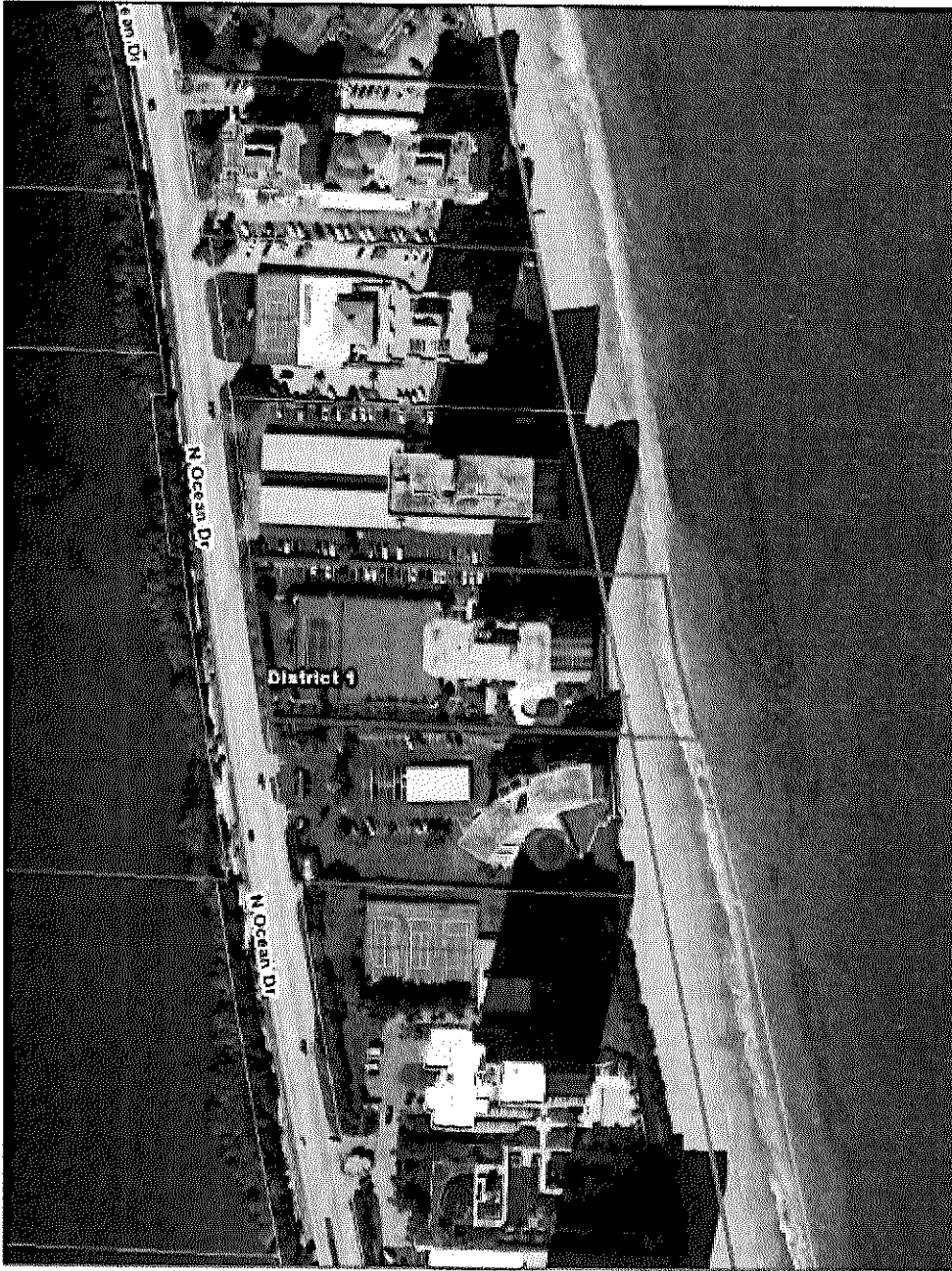
Joshua DeBrino
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 9/27/24

EXHIBIT "A"

PROPERTY



56-43-42-15-06-000-0901

**"RESTRICTED" CONFIDENTIAL DOCUMENTS
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The information below is justification for the figures listed on the attached two (2) BAS. The Second Amendment for the continued use of rooftop space on the Connemara Condominium will extend the term for twenty-five (25) years from Feb 23, 2024 thru Feb 22, 2049.

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ -0-	\$55,000	\$56,650	\$58,350	\$60,100
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ -0-	\$55,000	\$56,650	\$58,350	\$60,100

For FY24:

- The Agreement (R99-258-D), with Connemara Association, Inc. expires 02/22/24.
- The Second Amendment will extend the term for twenty-five (25) years from 02/23/24 thru 02/22/49.
- In November 2023 (FY2024), the annual rent was \$47,431.56 (FDO \$41,517.34 / PBSO \$5,914.22).
- Effective November 1, 2024 (FY2025), the annual rent will be \$55,000.00; each November 1st thereafter the annual rent shall adjust via CPI or 3%, whichever is less; for budgetary purpose only, an estimated 3% increase is being used.

FY24 TOTAL = \$ -0-

For FY25:

- \$55,000.00 – \$47,431.56 = \$7,568.44
- \$7,568.44 ÷ \$47,431.56 = 0.1595655
-
- \$41,517.34 X 1.1595655 = \$48,142.08
- \$ 5,914.22 X 1.1595655 = \$6,857.93
- **\$55,000.01**
- \$47,431.56 X 1.1595655 = **\$55,000.00**

FY25 TOTAL = \$55,000.00

For FY26:

- \$48,142.08 X 103% = \$49,586.34
- \$ 6,857.93 X 103% = \$7,063.67
- **\$56,650.01**
- \$55,000.00 X 103% = **\$56,650.00**

FY26 TOTAL = \$56,650.00

For FY27:

- \$49,586.34 X 103% = \$51,073.93
- \$ 7,063.67 X 103% = \$7,275.58
- **\$58,349.51**
- \$56,650.01 X 103% = **\$58,349.50**

FY27 TOTAL = \$58,349.50

For FY28:

- \$51,073.93 X 103% = \$52,606.15
- \$ 7,275.58 X 103% = \$7,493.85
- **\$60,100.00**
- \$58,349.51 X 103% = **\$60,099.99**

FY28 TOTAL = \$60,099.99