

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(3,361)</u>	<u>(2,400)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(3,361)</u>	<u>(2,400)</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund 4100 Department 120 Unit 8430 Object 6998
 Reporting Category _____

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

Approval of the contract amendment will provide an estimated annual revenue of \$5761.00

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 4/26/07
 OFMB
 4/24/2007
 CN 4/24/07
 CN 04/24/07

[Signature] 4/27/07
 Contract Dev. and Control
 SW

B. Legal Sufficiency:

[Signature] for Anne Helfant
 Assistant County Attorney 7/3/07

This amendment complies with our review requirements.
 The effective date of this Amendment is retroactive.

C. Other Department Review:

 Department Director

**PERFORMANCE BOND
(Annual Form)**

**Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183**

Bond No. 104873591

KNOW ALL MEN BY THESE PRESENTS, that we, Embarq Payphone Services, Inc., as Principal, and Travelers Casualty and Surety Company of America, licensed to do business in the State of Washington, as Surety, are held and firmly bound unto Palm Beach County, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 (Obligee), in the penal sum of Fifty Thousand and No/100 Dollars (\$50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 1st day of March, 2002, and terminating the 29th day of February, 2008, for Contract No. 01-186/PR for Pay Telephone Concession at Palm Beach International Airport and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from March 1, 2007, until February 29, 2008, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 27th day of February, 2007.

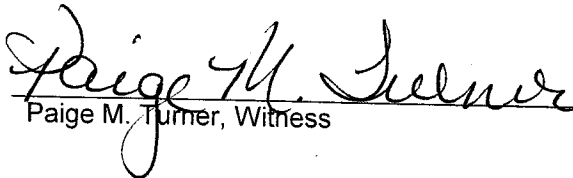


Lori A. Watson, Witness

Embarq Payphone Services, Inc.



Brent Vander Ark, Principal
Director, Treasury
Travelers Casualty and Surety Company of America



Paige M. Turner, Witness


Roy R. Yancey, Florida Non-Resident Agent
Attorney-in-Fact

Agreed and acknowledged this _____ day of _____,

By: _____
Obligee

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Paige M. Turner, Odessa, Missouri; Keith A. Stiles, Kansas City, Missouri; Roy R. Yancey, Overland Park, Kansas, Kristy M. Barber of Gardner, Kansas, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

05/17/2007

DATE (MM/DD/YY)
12/05/2006

PRODUCER
LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
KANSAS CITY MO 64112-1906
(816) 960-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
1070662 EMBARQ PAYPHONE SERVICES, INC.
(FKA SPRINT PAYPHONE SERVICES, INC.)
750 S. NORTHLAKE BLVD.
ALTAMONTE, FL 32701

INSURER A: GREENWICH INSURANCE CO.(XL) (A+ XV)
INSURER B: XL SPECIALTY INSURANCE CO. (A+ XV)
INSURER C:
INSURER D:
INSURER E:

COVERAGES

DE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RGD9437206	05/17/2006	05/17/2007	EACH OCCURRENCE \$ 2,000,000
	FIRE DAMAGE (Any one fire) \$ XXXXXXXX				
					MED EXP (Any one person) \$ XXXXXXXX
					PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 10,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RAD9437207	05/17/2006	05/17/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
					BODILY INJURY (Per person) \$ XXXXXXXX
					BODILY INJURY (Per accident) \$ XXXXXXXX
					PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
					OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX
					AGG \$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
					AGGREGATE \$ XXXXXXXX
					\$ XXXXXXXX
					\$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RWD9435180 - AOS	05/17/2006	05/17/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		RWR9435181 - OR	05/17/2006	05/17/2007	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS ARE ADDITIONAL INSURED AS RESPECTS LIABILITY COVERAGE, WHICH IS ON A PRIMARY BASIS, AND SUBROGATION IS WAIVED, ONLY AS REQUIRED BY CONTRACT. RE: INSTALLATION, OPERATION & MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT AT LOCATION- 846 PALM BEACH INTERNATIONAL AIRPORT, WEST PALM BEACH, FL.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION [M4011]

1114919

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
ATTN: PHIL RIDOLLO
50 S. MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FL 33415-3199

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/97)

For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'EMBC002'.

© ACORD CORPORATION 1988

POLICY NUMBER: SEE ATTACHED CERTIFICATE

ENDT. P14

**COMMERCIAL GENERAL
LIABILITY
CG 20 26 11 85**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED --- DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization: PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS,**

FLORIDA,

A POLITICAL SUBDIVISION OF THE STATE OF

ITS OFFICERS, EMPLOYEES & AGENTS

**OR ANY PERSON OR ORGANIZATION FOR WHOM ADDITION AS ADDITIONAL INSURED
USING
THIS FORM, AS SPECIFICALLY REQUESTED IN A WRITTEN CONTRACT OR AGREEMENT.**

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations
as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown
in the
Schedule, but only with respect to liability arising out of your operations or premises owned by or rented
to you.

Certificate ID : 1114919

Misc Attachment : M4011

12/05/2006

CG 20 26 11 85

Copyright, Insurance Services Office, Inc., 1984
of 1

Page 1

CERTIFICATE OF ASSISTANT SECRETARY

EMBARQ PAYPHONE SERVICES, INC.

March 23, 2007

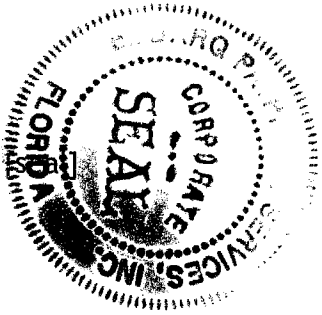
The undersigned hereby certifies that the following are true and correct statements:

1. That I, Michael J. Eason, am the Assistant Secretary of Embarq Payphone Services, Inc., a corporation organized and existing in good standing under the laws of the State Florida, hereinafter referred to as the "Corporation", and that attached hereto as Exhibit A is a true and correct copy of certain Resolutions adopted by the Board of Directors of the Corporation as of the 23rd day of March, 2007, in accordance with the laws of the State of Florida, the Articles of Incorporation, and the Bylaws of the Corporation.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 23rd day of March, 2007.



Michael J. Eason
Assistant Secretary

SWORN TO AND SUBSCRIBED before me, this 23rd day of March, 2007, by the Assistant Secretary of the aforesaid Corporation, who is personally known to me, and who did take an oath.

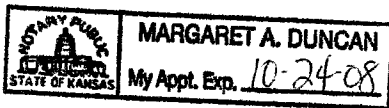

Notary Public

Exhibit A

WHEREAS, the Corporation and Palm Beach County, a political subdivision of the State of Florida, are parties to that certain Contract for Pay Telephone Concession at Palm Beach International Airport (Contract No. 01-186/PR) dated January 24, 2002, as amended; and

WHEREAS, a Third Amendment to such contract has been proposed.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation enter into that certain Amendment between Palm Beach County, a political subdivision of the State of Florida, and the Corporation, in substantially the form presented to this Board of Directors; and be it

FURTHER RESOLVED, that each of Paul N. Cooper, Director and General Manager of the Corporation, and any officer of the Corporation, acting singly, be and is hereby authorized and instructed to execute such Amendment and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement, the Amendment and all such instruments to be in such form and to include such final terms as the authorized signer shall approve as evidenced by his or her signature thereon, which approval shall also conclusively evidence the approval of this Board of Directors.

**THIRD AMENDMENT
TO CONTRACT FOR
PAY TELEPHONE CONCESSION
AT
PALM BEACH INTERNATIONAL AIRPORT
(Contract No. 01-186/PR)**

THIS THIRD AMENDMENT TO CONTRACT FOR PAY TELEPHONE CONCESSION is made and entered into this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Embarq Payphone Services, located at 9300 Metcalf Ave, Overland Park, KS 66212, a Florida corporation (the "CONCESSIONAIRE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department") owns and operates Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, the COUNTY and Sprint Payphone Services, Inc., entered into that certain Contract for Pay Telephone Concession at Palm Beach International Airport, Contract No. 01-186/PR dated January 24, 2002, as amended (the "CONTRACT"), whereby the CONCESSIONAIRE has agreed to provide certain pay telephone services; and

WHEREAS, on March 8, 2006, Sprint Payphone Services, Inc., changed its name to Embarq Payphone Services, Inc.; and

WHEREAS, the parties entered into that certain First Amendment to the CONTRACT dated January 12, 2005, to, among other things, exercise the first option for renewal for that period commencing on March 1, 2005, and ending on February 28, 2006; and

WHEREAS, the parties entered into that certain Second Amendment to the CONTRACT, dated February 10, 2006, to exercise the second option for renewal for that period commencing on March 1, 2006, and ending on February 28, 2007; and

WHEREAS, the parties hereto desire to further amend the CONTRACT to extend the term of the CONTRACT for one (1) additional year to ensure that pay telephone services remain available for use by passengers and the public at the Airport; and

WHEREAS, the Palm Beach County Board of County Commissioners hereby determines that the extension of term of the CONTRACT is beneficial to the interest of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. ARTICLE 2 - TERM OF CONTRACT, Paragraph B, is hereby amended to read as follows:

“Primary Term: The CONCESSIONAIRE shall commence services on March 1, 2002, and complete all services by February 29, 2008.”

2. EXHIBIT B – PAY PHONES LOCATIONS is deleted in entirety and the attached Exhibit “B”, dated January 01, 2007, being substituted therefore.
3. All other provisions of the CONTRACT are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk and Controller

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *Sam Kelly*
Director - Department of Airports

ATTEST:
Signed, sealed and delivered in the
Presence of two witnesses:

CONCESSIONAIRE:
Embarq Payhone Services, Inc.

David Bland

By: *Paul N Cooper*

DAVID BLAND
Name (type or print)

PAUL N COOPER
Name (type or print)

Cathy Brooks

DIR & GM - EPSI
Title

CATHY BROOKS
Name (type or print)

(SEAL)

EXHIBIT B
 Pay Telephone Concession
 Pay Phones Locations
 Page 1 of 5

The following are the number of pay phones located in the Palm Beach International Airport:

Page 2: Level 3 – Ticketing/Departure

Number of pay phones located on Level 3: 6

Page 3: Level 2 – Concourses

Number of pay phones located on Concourse A 1

Number of pay phones located on Concourse B 6

Number of pay phones located on Concourse C 8

Page 4: Level 2 – Main Terminal

Number of pay phones located on Level 2-Main Terminal 4

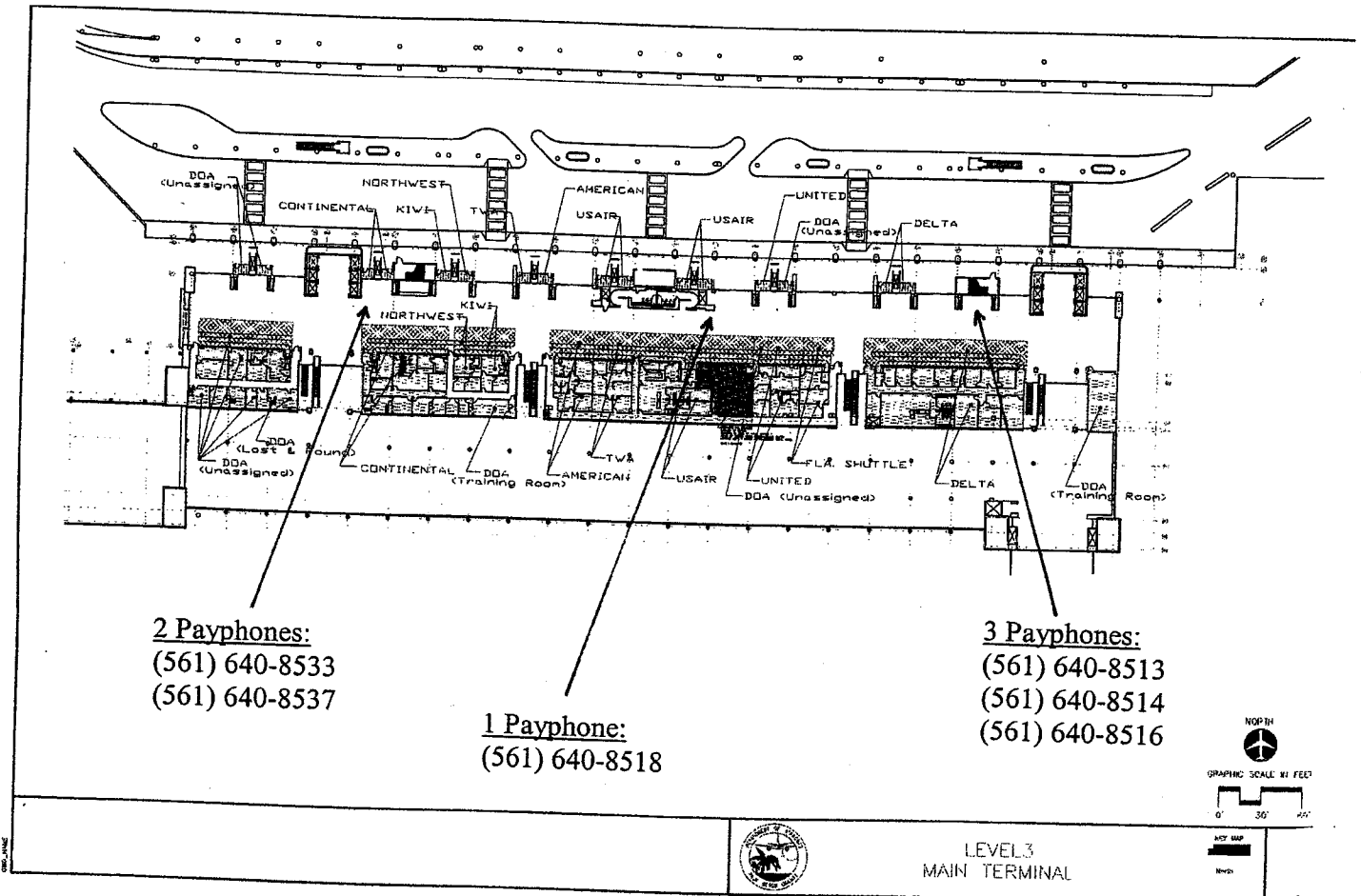
Page 5: Level 1: Baggage Claim and Remote Areas

Number of payphones located on Level 1 7

Number of payphones located at Remote Areas 3

TOTAL NUMBER OF PAYPHONES AS OF 01/01/07 35

Palm Beach International Airport
3rd Level – Ticketing/Departures



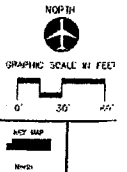
2 Payphones:
(561) 640-8533
(561) 640-8537

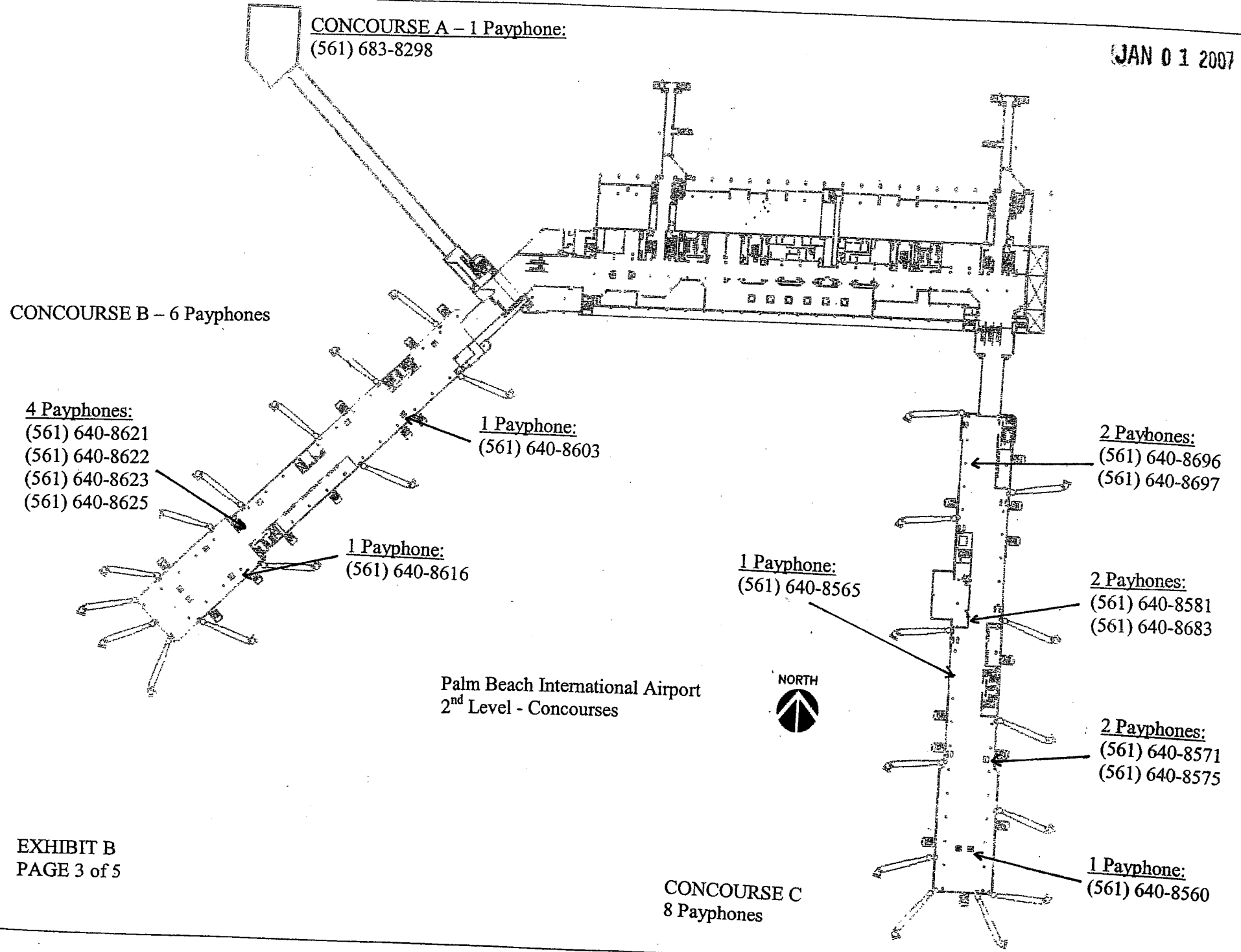
1 Payphone:
(561) 640-8518

3 Payphones:
(561) 640-8513
(561) 640-8514
(561) 640-8516

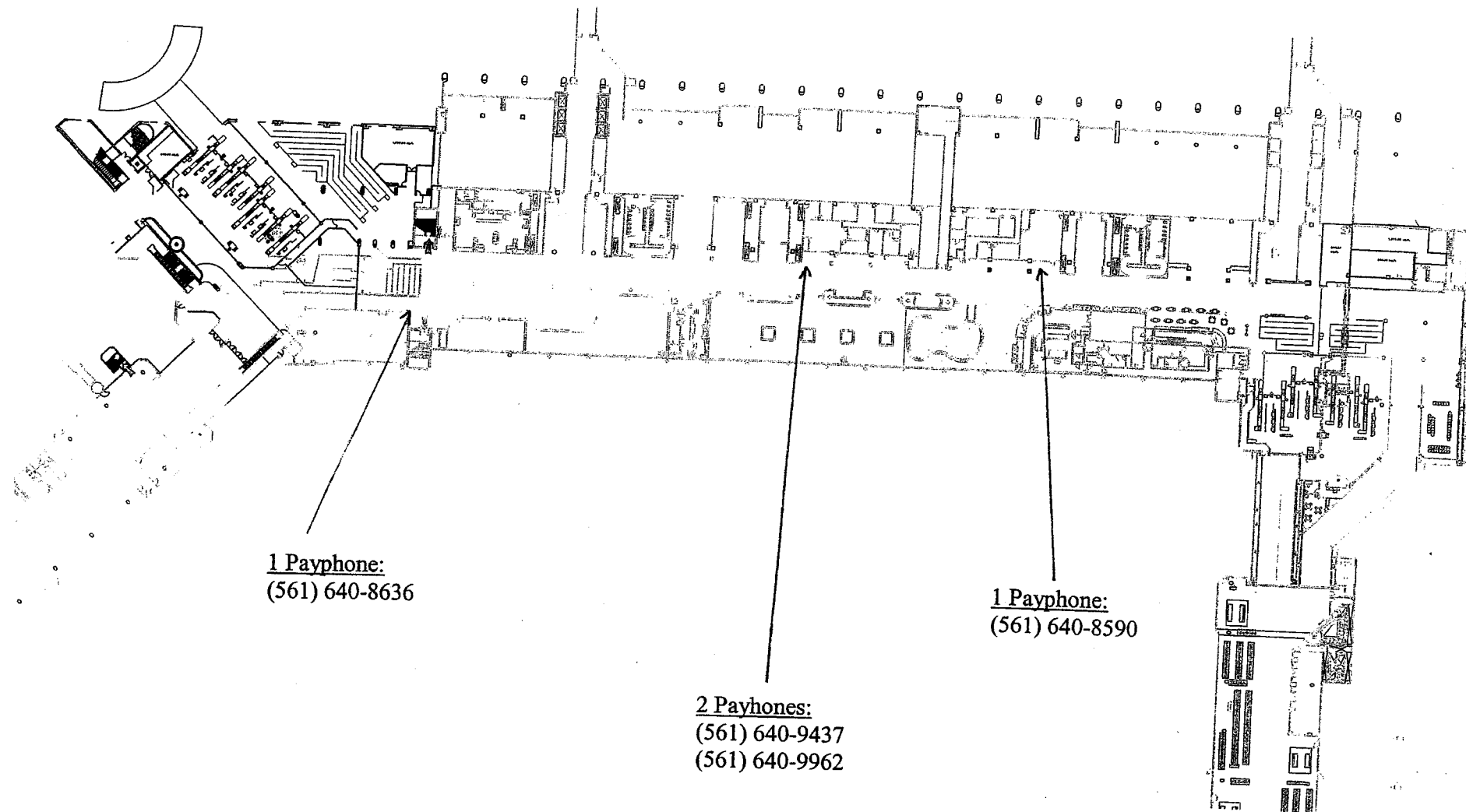


LEVEL 3
MAIN TERMINAL

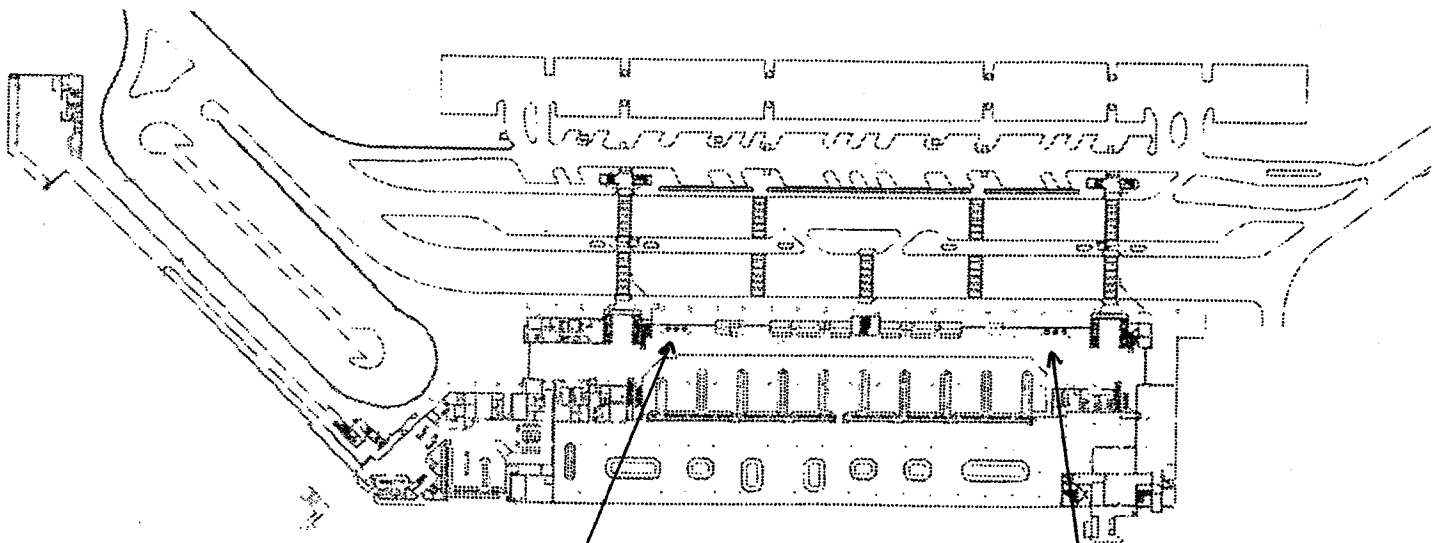




Palm Beach International Airport
2nd Level – Main Terminal



Palm Beach International Airport
1st Level – Baggage Claim/Arrivals



3 Payphones (West end):
(561) 640-8661
(561) 640-8663
(561) 640-8665

4 Payphones (East end):
(561) 640-7409
(561) 640-9078
(561) 640-9122
(561) 640-9732

Remote Areas

F45 Main Terminal – (561) 627-8462
GA Customs – (561) 686-9235
Employee Parking – (561) 683-5935

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TO CONTRACT FOR
PAY TELEPHONE CONCESSION
AT
PALM BEACH INTERNATIONAL AIRPORT
(Contract No. 01-186/PR)**

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WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department") owns and operates Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, the COUNTY and Sprint Payphone Services, Inc., entered into that certain Contract for Pay Telephone Concession at Palm Beach International Airport, Contract No. 01-186/PR dated January 24, 2002, as amended (the "CONTRACT"), whereby the CONCESSIONAIRE has agreed to provide certain pay telephone services; and

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(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk and Controller

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Paul Kelly*
Director - Department of Airports

ATTEST:
Signed, sealed and delivered in the Presence of two witnesses:

CONCESSIONAIRE:
Embarq Payphone Services, Inc.

Diane Bland
DIANE BLAND
Name (type or print)

By: *Paul Cooper*
PAUL N COOPER
Name (type or print)

Cathy Brooks
CATHY BROOKS
Name (type or print)

DIR & GM - EPSI
Title

(SEAL)

EXHIBIT B
 Pay Telephone Concession
 Pay Phones Locations
 Page 1 of 5

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Number of pay phones located on Level 3: 6

Page 3: Level 2 – Concourses

Number of pay phones located on Concourse A 1

Number of pay phones located on Concourse B 6

Number of pay phones located on Concourse C 8

Page 4: Level 2 – Main Terminal

Number of pay phones located on Level 2-Main Terminal 4

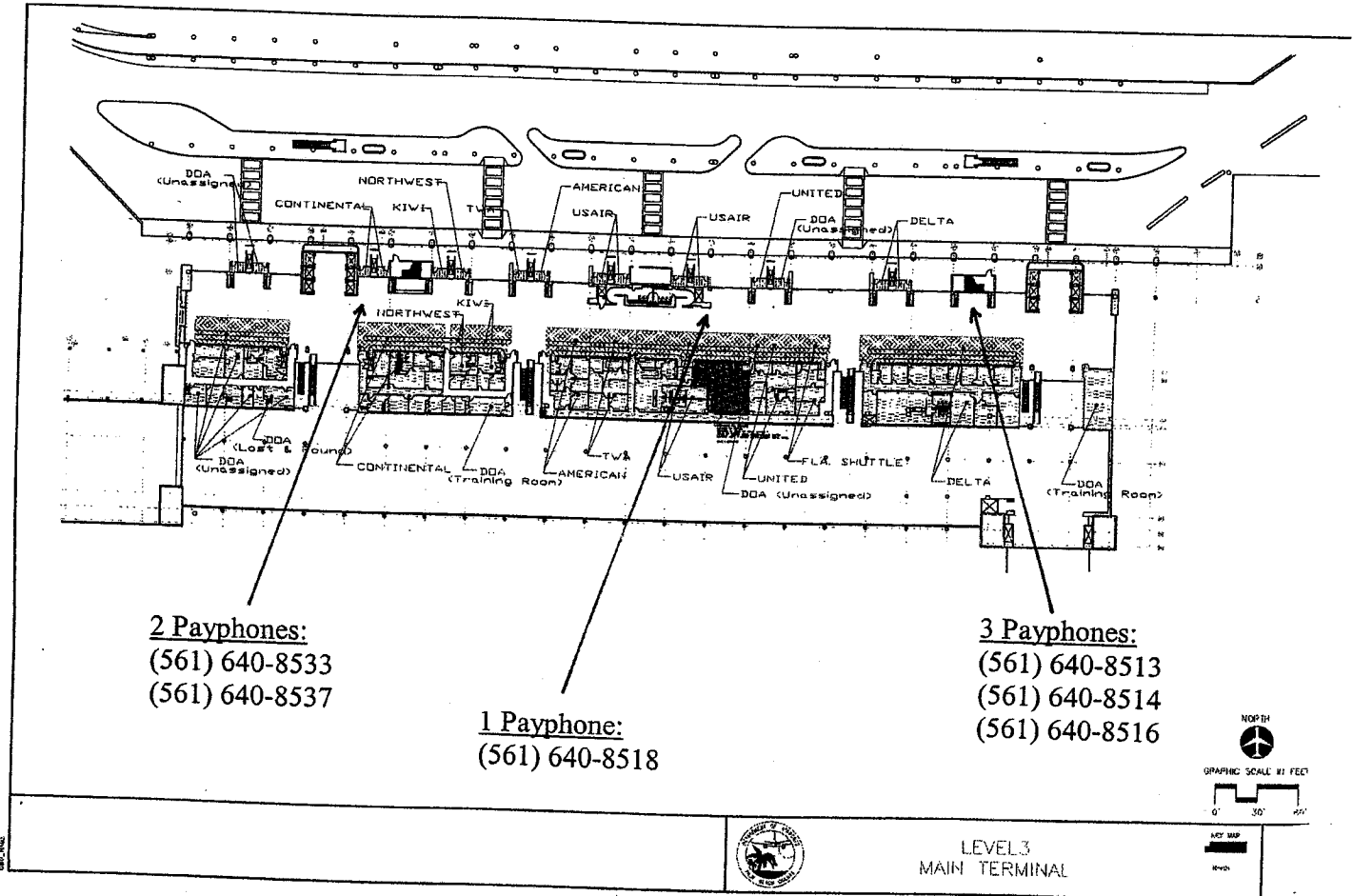
Page 5: Level 1: Baggage Claim and Remote Areas

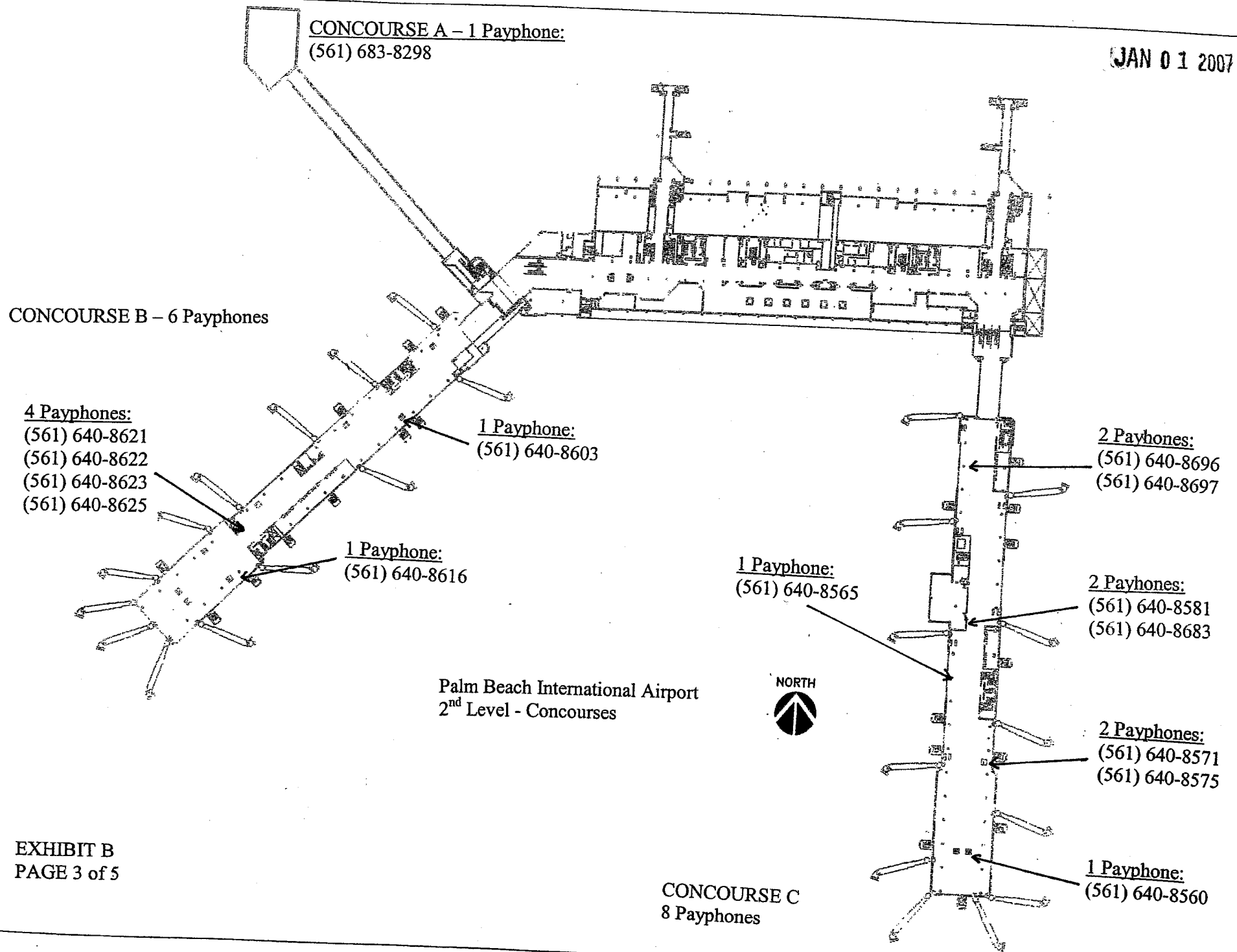
Number of payphones located on Level 1 7

Number of payphones located at Remote Areas 3

TOTAL NUMBER OF PAYPHONES AS OF 01/01/07 35

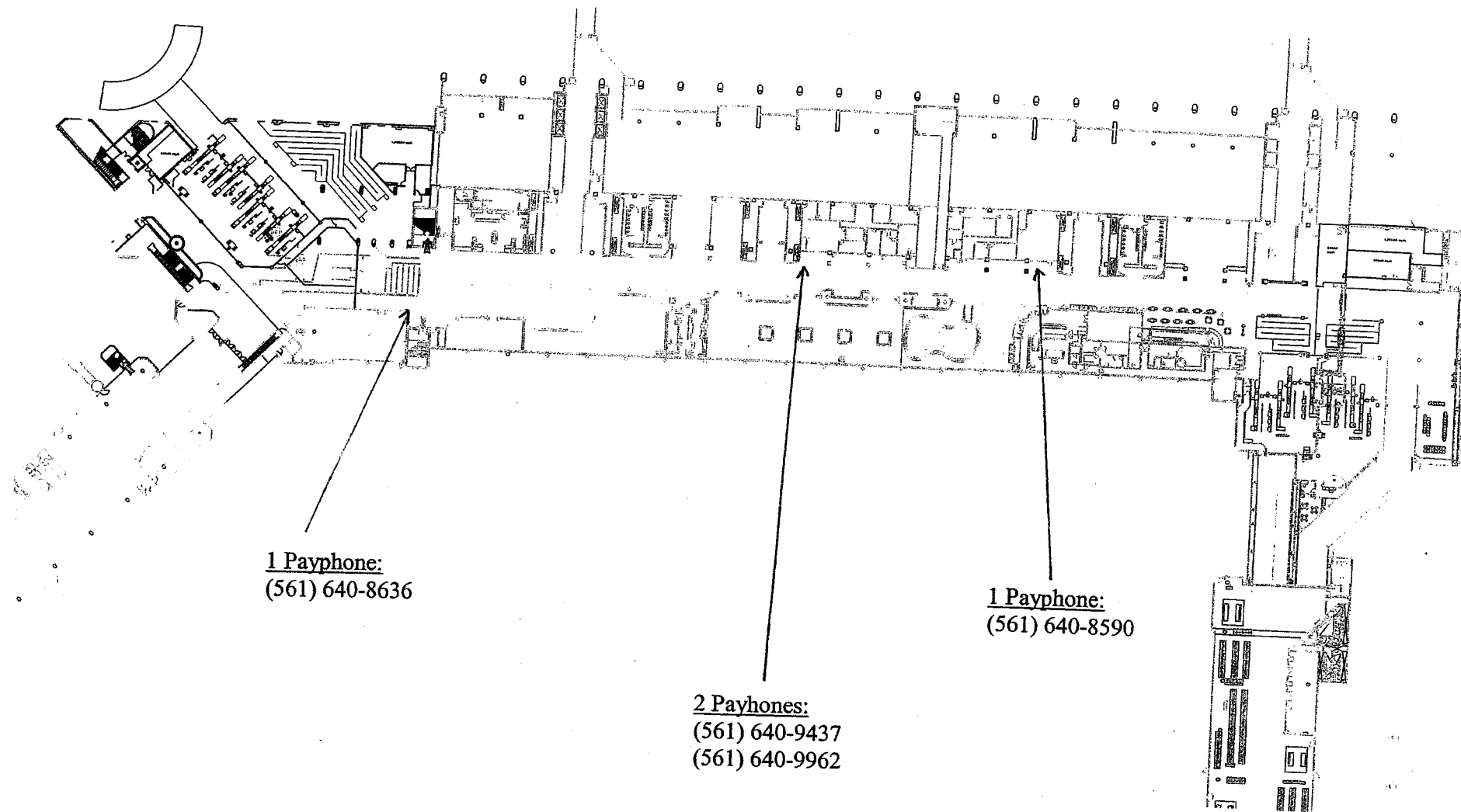
Palm Beach International Airport
3rd Level – Ticketing/Departures





Palm Beach International Airport
2nd Level - Concourses

Palm Beach International Airport
2nd Level – Main Terminal

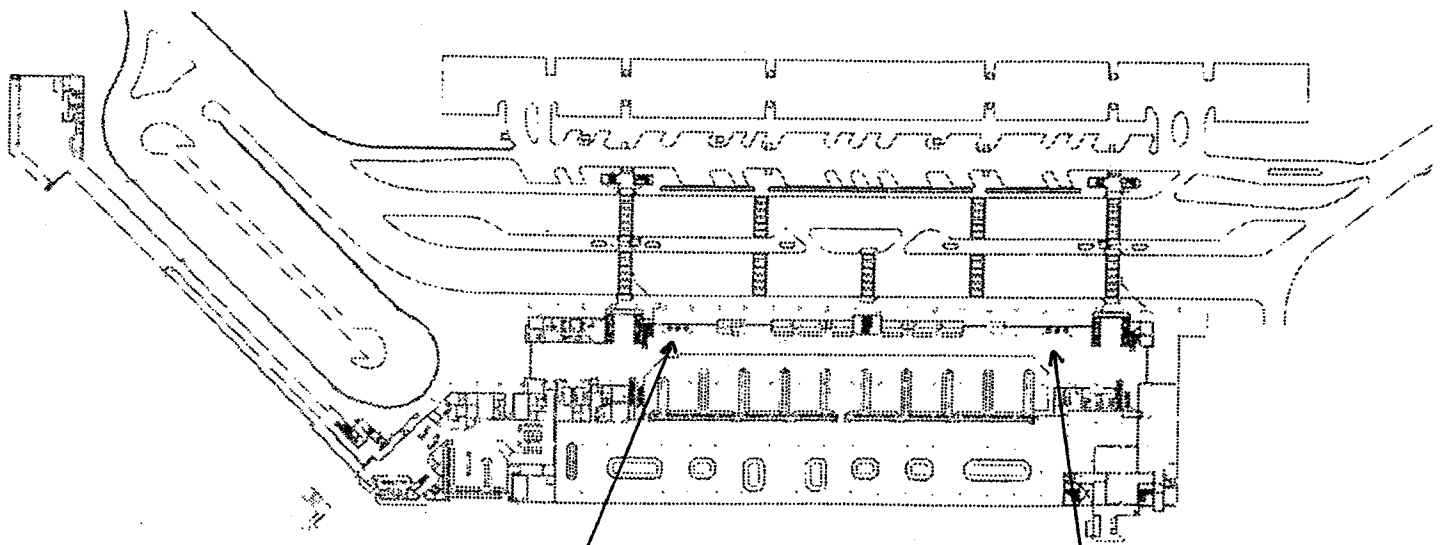


1 Payphone:
(561) 640-8636

1 Payphone:
(561) 640-8590

2 Payphones:
(561) 640-9437
(561) 640-9962

Palm Beach International Airport
1st Level – Baggage Claim/Arrivals



3 Payphones (West end):
(561) 640-8661
(561) 640-8663
(561) 640-8665

4 Payphones (East end):
(561) 640-7409
(561) 640-9078
(561) 640-9122
(561) 640-9732

Remote Areas

F45 Main Terminal – (561) 627-8462
GA Customs – (561) 686-9235
Employee Parking – (561) 683-5935

**THIRD AMENDMENT
TO CONTRACT FOR
PAY TELEPHONE CONCESSION
AT
PALM BEACH INTERNATIONAL AIRPORT
(Contract No. 01-186/PR)**

THIS THIRD AMENDMENT TO CONTRACT FOR PAY TELEPHONE CONCESSION is made and entered into this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Embarq Payphone Services, located at 9300 Metcalf Ave, Overland Park, KS 66212, a Florida corporation (the "CONCESSIONAIRE").

WITNESSETH:

WHEREAS, COUNTY, by and through its Department of Airports (the "Department") owns and operates Palm Beach International Airport (the "Airport") located in Palm Beach County, Florida; and

WHEREAS, the COUNTY and Sprint Payphone Services, Inc., entered into that certain Contract for Pay Telephone Concession at Palm Beach International Airport, Contract No. 01-186/PR dated January 24, 2002, as amended (the "CONTRACT"), whereby the CONCESSIONAIRE has agreed to provide certain pay telephone services; and

WHEREAS, on March 8, 2006, Sprint Payphone Services, Inc., changed its name to Embarq Payphone Services, Inc.; and

WHEREAS, the parties entered into that certain First Amendment to the CONTRACT dated January 12, 2005, to, among other things, exercise the first option for renewal for that period commencing on March 1, 2005, and ending on February 28, 2006; and

WHEREAS, the parties entered into that certain Second Amendment to the CONTRACT, dated February 10, 2006, to exercise the second option for renewal for that period commencing on March 1, 2006, and ending on February 28, 2007; and

WHEREAS, the parties hereto desire to further amend the CONTRACT to extend the term of the CONTRACT for one (1) additional year to ensure that pay telephone services remain available for use by passengers and the public at the Airport; and

WHEREAS, the Palm Beach County Board of County Commissioners hereby determines that the extension of term of the CONTRACT is beneficial to the interest of the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. ARTICLE 2 - TERM OF CONTRACT, Paragraph B, is hereby amended to read as follows:

“Primary Term: The CONCESSIONAIRE shall commence services on March 1, 2002, and complete all services by February 29, 2008.”

2. EXHIBIT B – PAY PHONES LOCATIONS is deleted in entirety and the attached Exhibit “B”, dated January 01, 2007, being substituted therefore.
3. All other provisions of the CONTRACT are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
4. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk and Controller

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *James Kelly*
Director - Department of Airports

ATTEST:
Signed, sealed and delivered in the Presence of two witnesses:

CONCESSIONAIRE:
Embarq Payhone Services, Inc.

Jane Bland

By: *Paul N Cooper*

DIANE BLAND
Name (type or print)

PAUL N COOPER
Name (type or print)

Cathy Brooks

Dir & GM - EPSI
Title

CATHY BROOKS
Name (type or print)

(SEAL)

EXHIBIT B
 Pay Telephone Concession
 Pay Phones Locations
 Page 1 of 5

The following are the number of pay phones located in the Palm Beach International Airport:

Page 2: Level 3 – Ticketing/Departure

Number of pay phones located on Level 3: 6

Page 3: Level 2 – Concourses

Number of pay phones located on Concourse A 1

Number of pay phones located on Concourse B 6

Number of pay phones located on Concourse C 8

Page 4: Level 2 – Main Terminal

Number of pay phones located on Level 2-Main Terminal 4

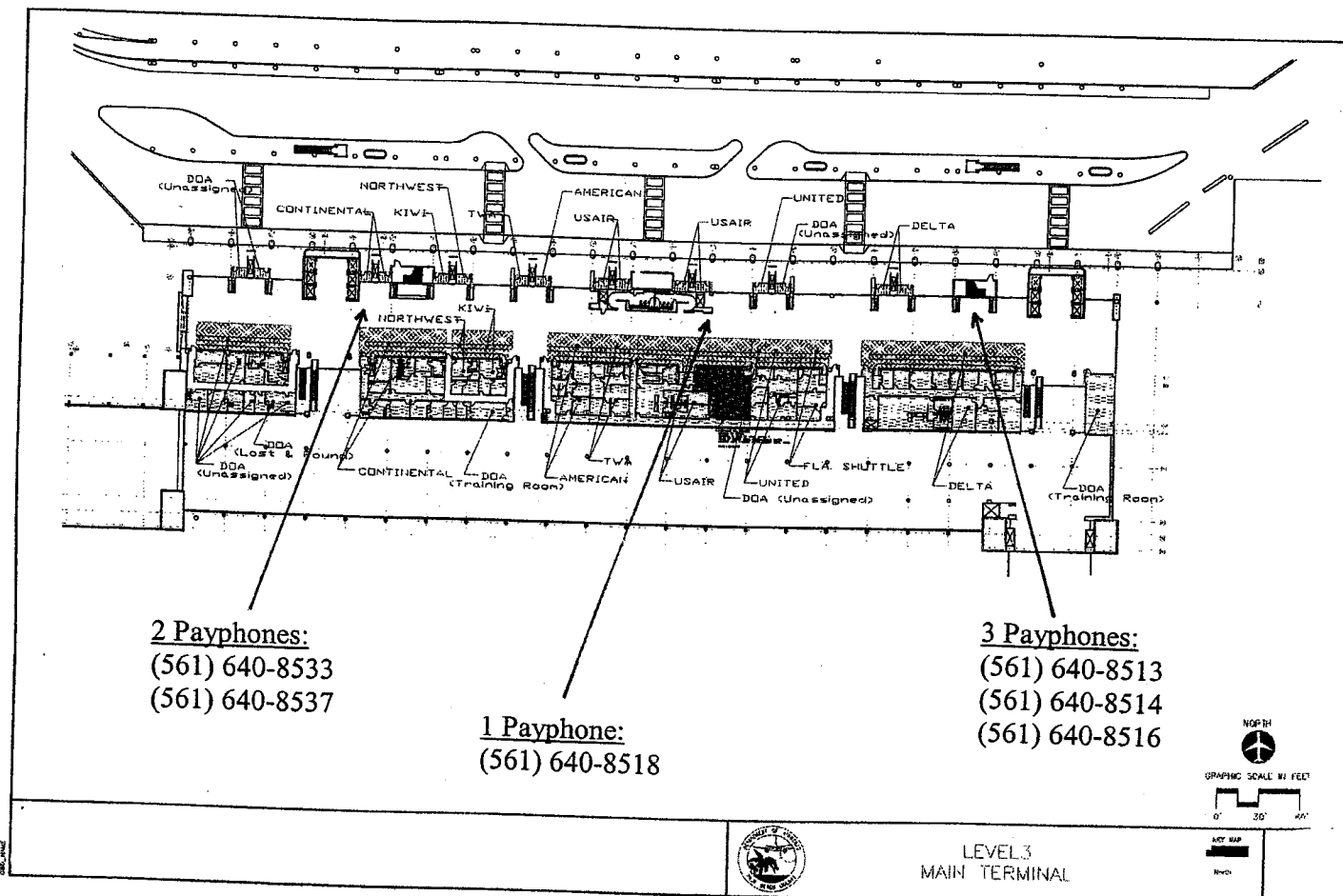
Page 5: Level 1: Baggage Claim and Remote Areas

Number of payphones located on Level 1 7

Number of payphones located at Remote Areas 3

TOTAL NUMBER OF PAYPHONES AS OF 01/01/07 35

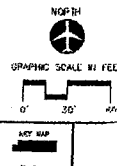
Palm Beach International Airport
3rd Level - Ticketing/Departures



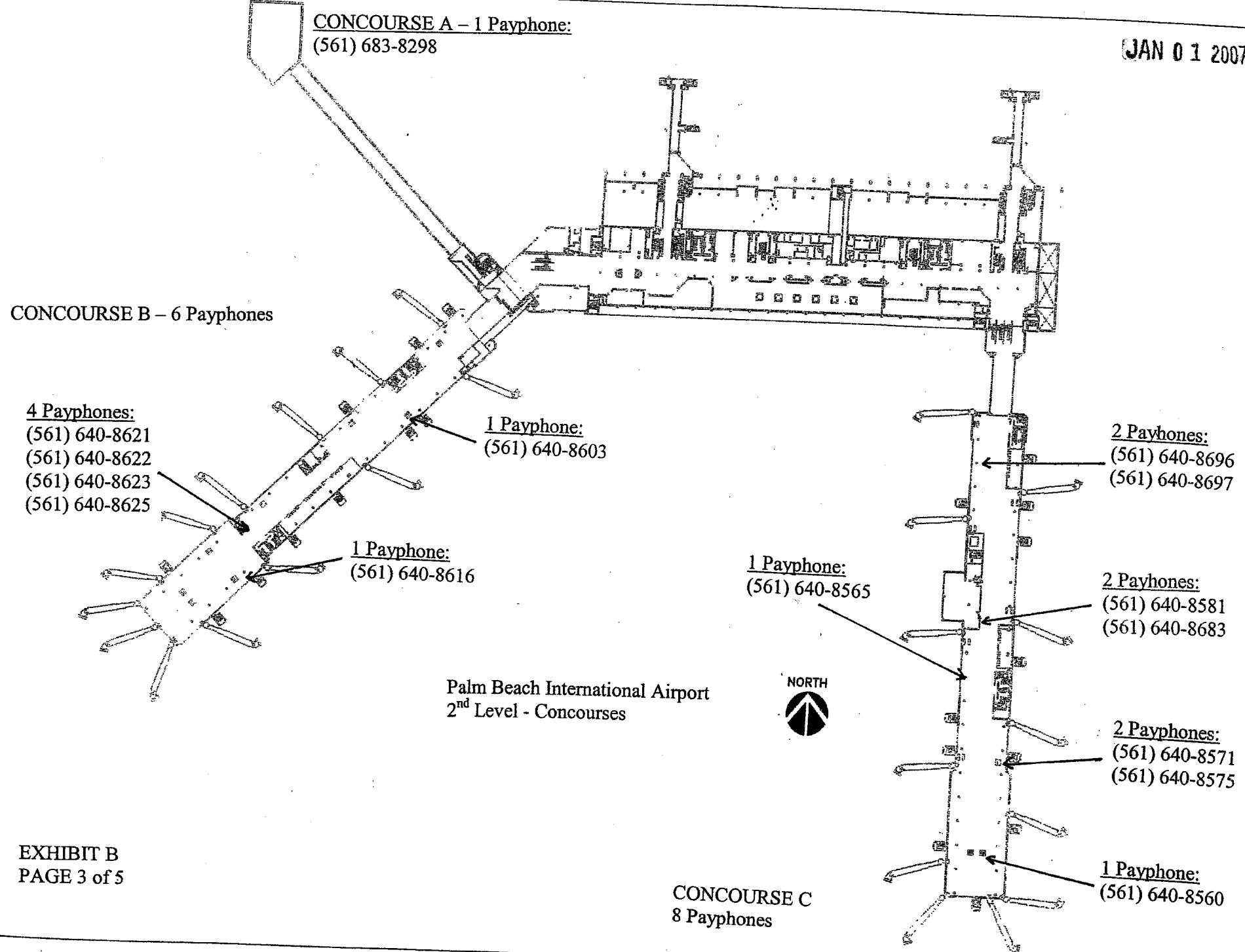
2 Payphones:
(561) 640-8533
(561) 640-8537

1 Payphone:
(561) 640-8518

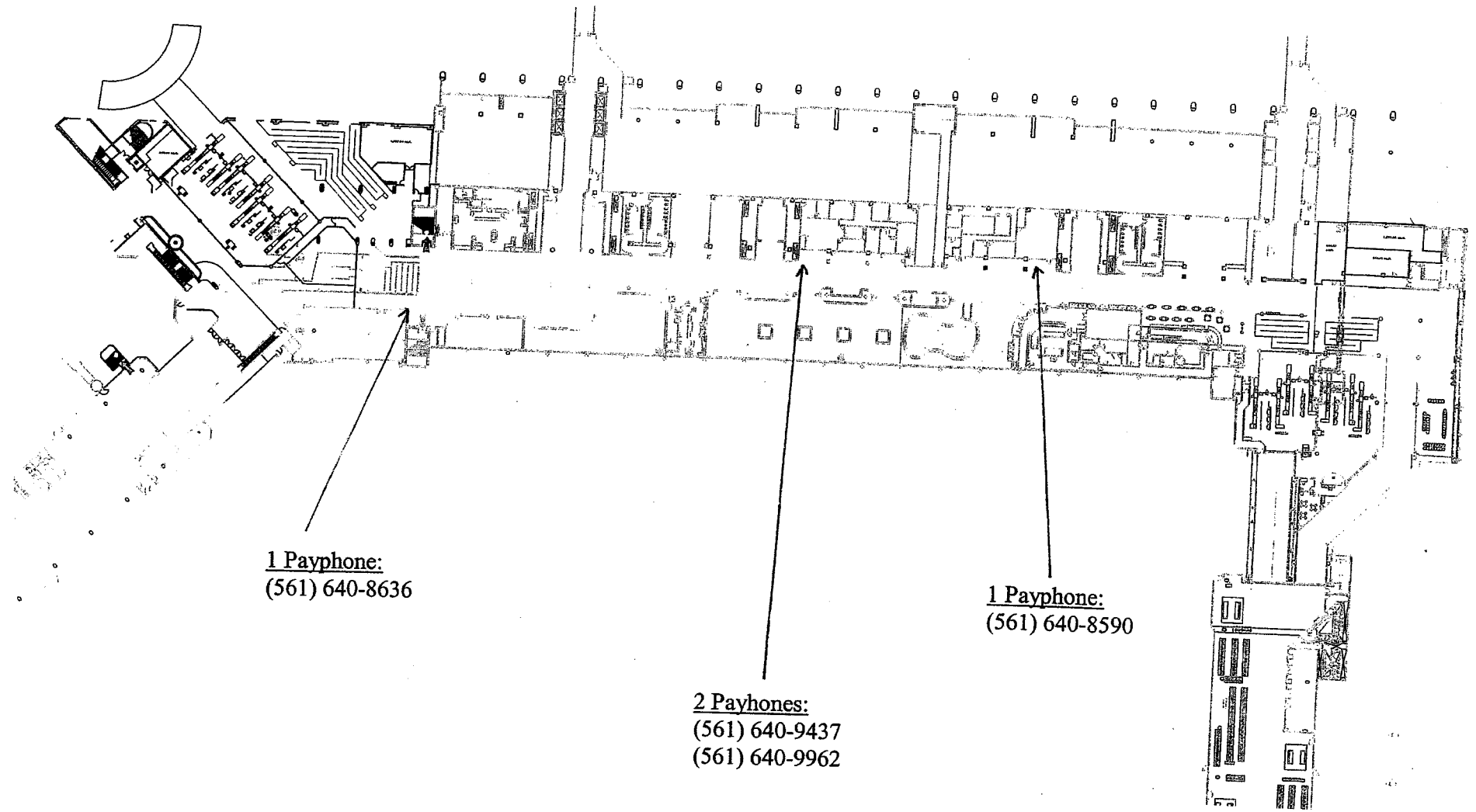
3 Payphones:
(561) 640-8513
(561) 640-8514
(561) 640-8516



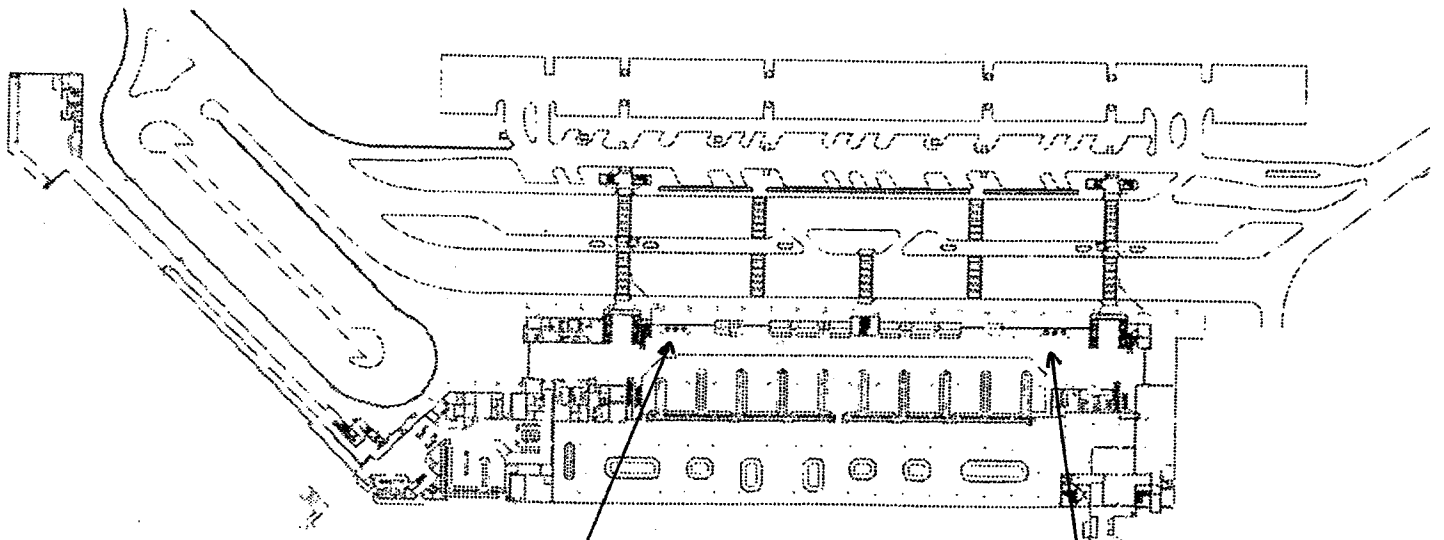
LEVEL 3
MAIN TERMINAL



Palm Beach International Airport
2nd Level – Main Terminal



Palm Beach International Airport
1st Level – Baggage Claim/Arrivals



3 Payphones (West end):

- (561) 640-8661
- (561) 640-8663
- (561) 640-8665

4 Payphones (East end):

- (561) 640-7409
- (561) 640-9078
- (561) 640-9122
- (561) 640-9732

Remote Areas

- F45 Main Terminal – (561) 627-8462
- GA Customs – (561) 686-9235
- Employee Parking – (561) 683-5935