

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 2007	[X	Consent Workshop	[] Regular [] Public Hearing
Department:	•	•	
Submitted By: Department of Airpor	rts		
Submitted For:		=======================================	=======================================
I. EX	XECUTIVE BR	RIEF	
Motion and Title: Staff recommend Agreement with Verizon Wireless Per (Verizon) extending the term for an a license fee of \$47,750.	ersonal Comm	iunications LF	P d/b/a Verizon Wireles
Summary: Verizon provides cellular operating and maintaining wireless per License Agreement dated August 20, 20 the maintenance and operation of the microcell antennas. The First Amend year term with three five-year options \$47,750 with annual increases of 3% September 1, 2007. Countywide (AF)	ersonal commi 2002 (R-2002- e facility, which ment provides s to renew; (2 6. The First	unication serving 1339). Verizon In includes a b In for the follow In increase	ice facilities pursuant to a n is solely responsible for pase station and eightee ing: (1) an additional five in annual license fee t
Background and Justification: On Agreement between County and Verize wireless personal communication serviceless personal communication conthe terminal building at the Airport to maintain the necessary equipment to into with Palm Beach County. This Licompanies requesting the same right similar agreement and pay the then current.	on for the insta vice facility at to npany looking o its custome provide cellu icense Agreer is and privileg urrent license f	allation, operat the airline term to provide be rs. In order t ar service, ar nent is non-ex es as Verizon ees.	tion and maintenance of a ninal facility. Verizon is a tter cellular service withi for Verizon to install and agreement was entere- acclusive and other simila
Attachments: First Amendment to Li	icense Agreen	nent (4)	

3	- Lel	4	7/20/07
Recommended By:	Department	Director	Date
Approved By:	WW		7/19/87
	County Adm	injetrator	`Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:					
Fiscal Years	<u>2007</u>	2008	2009	<u>2010</u>	<u>2011</u>	
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT		(47,750) (47,750)	(49,183) (49,183)	(50,658)	(52,178) (52,178)	
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget? Yes X No Budget Account No: Fund 4100 Department 120 Unit 8430 Resource 4469 Reporting Category						
B. Recommended Sources of Funds/Summary of Fiscal Impact:						
Approval of this item will provide for continued revenue as shown above.						
C. Departmental Fiscal Review:						
A. OFMB Fiscal and/or Contract Development and Control Comments:						
18 800 J OFMB	7/17/1	Ç	v	Dev. and Cor	1401 7/9/0	
B. Legal Sufficiency:			This amen our review	dment complies w requirements.	.u.i	
Assistant County Attorney	<u>. </u>					
C. Other Department Review:						
Department Director						

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN PALM BEACH COUNTY AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

This First Amendment to License Agreement (this "Amendment") is made and entered into this _____ day of _______, 2007, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership ("LICENSEE").

RECITALS:

WHEREAS, COUNTY and LICENSEE executed that certain License Agreement dated August 20, 2002 (R-2002-1339) (the "License"), for the installation, operation and maintenance of wireless personal communications services facilities at the Palm Beach International Airport located in Palm Beach County, Florida; and

WHEREAS, the parties hereto desire and intend to amend certain terms of the License as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Terms in this Amendment shall have the same meaning as such terms have in the License, unless otherwise noted in this Amendment.
- 2. Article 1.02 of the License is hereby deleted in its entirety and replaced with the following:
 - 1.02 Term. The term of this License shall commence on September 1, 2007 (the "Commencement Date") and expire on August 31, 2012. Thereafter, this License shall automatically renew for three (3) consecutive terms of five (5) years each, unless either party provides a written notice to the other party of its election not to renew this License no less than one hundred eighty (180) days prior to the expiration of the then current five (5) year term. Termination or expiration of this License shall not relieve the parties of any liabilities or obligations hereunder which accrued prior to the date of termination or expiration. Upon the termination of this License, LICENSEE shall have no further rights under this License and shall cease forthwith all operations upon the Airport and pay in full all fees and other amounts payable to COUNTY as set forth in this License, then due and owing.

- 3. Article 3.01 of the License is hereby deleted in its entirety and replaced with the following:
 - 3.01 <u>License Fee.</u> In consideration of the license granted hereby, LICENSEE shall pay COUNTY an annual license fee, payable in equal monthly installments on the first (1st) day of each and every month throughout the term of this License, as hereinafter provided and adjusted ("License Fee"). The initial annual License Fee payable hereunder (for the License Year which commences on the Commencement Date) shall be Forty-Seven Thousand Seven Hundred Fifty and No/100 Dollars (\$47,750.00), plus applicable sales taxes. For purposes of this License, the term "License Year" shall mean a twelve (12) month period commencing on the Commencement Date and each twelve (12) month period thereafter.
- 4. Section 3.02 of the License is hereby deleted in its entirety and replaced with the following:
 - 3.02 Adjustment of License Fee. Commencing on the first anniversary of the Commencement Date and every September 1st thereafter throughout the term of this License, the License Fee payable hereunder shall be increased by an additional three percent (3%) over the License Fee payable for the preceding License Year.
- 5. The parties agree that nothing in the License, as amended hereby, shall be construed as granting LICENSEE any title, interest or estate in the Premises.
- 6. Except as modified herein, all terms and conditions of the License shall remain in full force and effect. In the event of any inconsistencies between the License and this Amendment, the terms of this Amendment shall control.
- 7. Notwithstanding any provision of this Amendment to the contrary, the parties acknowledge and agree that the parties shall remain obligated to perform any duty, covenant or obligation under the License arising prior to the effective date of this Amendment.
- 8. This Amendment shall become effective on September 1, 2007.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners		
By:	By:Addie L. Green, Chairperson		
APPROVED AS TO FORM & LEGAL SUFFICIENCY By: County Attorney	By: Director, Department of Airports		
Signature Bonnie L. Darrenkamp Print Name Signature Signature Signature Signature Print Name	VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon/Wireless By: Hans F. Leutenegger, Area Vice President, Network, South Area		

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