

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>(47,750)</u>	<u>(49,183)</u>	<u>(50,658)</u>	<u>(52,178)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u><u>(47,750)</u></u>	<u><u>(49,183)</u></u>	<u><u>(50,658)</u></u>	<u><u>(52,178)</u></u>
# 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: CM Seimur

III. REVIEW COMMENTS

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

John Dink 7-18-07
 OFMB
 7/18/07

John J. Jacoby 7/19/07
 Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with our review requirements.

Anne Helgenst 7/19/07
 Assistant County Attorney

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 License Fee. 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: _____
Deputy Clerk

By: _____
Addie L. Green, Chairperson

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**

APPROVED AS TO TERMS & CONDITIONS

By: _____
County Attorney

By: *Ann Kelly*
Director, Department of Airports

WITNESSES:

Bonnie L. Darrenkamp
Signature
Bonnie L. Darrenkamp

Print Name

S.B. Cole
Signature

Steven B. Cole
Print Name

LICENSEE:

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

By: *9/1/08 HFL*
Hans F. Leutenegger,

Area Vice President, Network, South Area