

Licensee Site Name: Ft. Lauderdale Airport Terminal
Licensee Site Number: 131932

**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION, OPERATION, AND
MAINTENANCE OF WIRELESS PERSONAL COMMUNICATIONS SERVICES FACILITIES AT FORT
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This First Amendment (“First Amendment”) to the Agreement (hereinafter defined) is entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Cellco Partnership d/b/a Verizon Wireless, a Delaware partnership authorized to transact business in the State of Florida (“Licensee”) (collectively referred to as the “Parties”).

RECITALS

A. The License Agreement was entered into by and between Broward County and Verizon Wireless Personal Communications, LP for the Installation, Operation, and Maintenance of Wireless Personal Communications Services Facilities at Fort Lauderdale-Hollywood International Airport (“FLL”), dated June 12, 2018 (“Agreement”) to provide installation, operation, and maintenance of the distributed antenna system (“DAS”) together with ancillary equipment used by Licensee in connection with the DAS, in order to enhance wireless services for the public at FLL. Verizon Wireless Personal Communications, LP merged and consolidated into its general partner, Licensee, as authorized in the Agreement.

B. The Agreement expired on June 12, 2020, and Licensee continues to operate and maintain the DAS and ancillary equipment in a holdover status.

C. The Parties desire to reinstate and retroactively amend the Agreement to extend the term of the Agreement for an additional period from June 13, 2020, through October 24, 2021, provide for a Privilege Fee during that additional period, and update the nondiscrimination requirements.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. Amendments to the Agreement made by this First Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions.
3. For the time period from June 13, 2020, through the date this First Amendment is fully executed by both Parties (the “Holdover Period”), the County hereby waives the double monthly payment of License Fees otherwise required in accordance with Section 18 of the Agreement.

4. At the time of its first monthly payment after the Holdover Period, Licensee shall also pay to the County the difference between the total amount of the monthly installments of the MAG due for the Holdover Period and the total payments actually made during the Holdover Period.

5. The Agreement is hereby reinstated and Section 3(a) of the Agreement is amended retroactively as follows:

3. TERM:

(a) The License Agreement shall become effective on the day that this Agreement is fully executed ("Effective Date"), and shall continue for a period of two (2) years thereafter unless **otherwise extended or** sooner terminated as provided herein. **Upon written agreement of the Parties, the term of this Agreement may be extended for an additional period ("Extension Term") from June 13, 2020, through October 24, 2021, a period of an additional four hundred ninety-eight (498) days.**

6. The Parties agree and stipulate that at the time this First Amendment is fully executed by both Parties, the Extension Term has been effectively exercised by execution of this First Amendment.

7. Section 4 of the Agreement is amended as follows:

4. PRIVILEGE FEES/SECURITY DEPOSIT:

(a) For the privilege of operating at the Airport, the Licensee agrees to pay to County each Contract Year **and during the Extension Term** a "Privilege Fee," which shall be the greater of the following amounts: (1) the Deplaned Passenger Fee, as hereinafter defined, or (2) the Minimum Annual Guarantee ("MAG"), **(for each Contract Year) or MAG (for the Extension Term)** as hereinafter defined. "Contract Year" shall mean the period beginning on the Effective Date as defined in paragraph 3(a) above and ending twelve months thereafter ("Contract Year One"), and each twelve-month period thereafter, ~~until the expiration or earlier termination of this License Agreement~~ **but not including the Extension Term.**

(1) The MAG for each Contract Year **and the MAG for the Extension Term** shall be due and payable in equal monthly installments with the first monthly installment becoming due and payable on the Effective Date and on each subsequent installment becoming due and payable on each monthly anniversary of the Effective Date.

(2) The MAG for Contract Year One shall be in the amount of Eighty Thousand Seven Hundred Sixty and 89/100 Dollars (\$80,760.89), and the MAG for Contract Year Two Shall be in the amount of Eighty-Three

Thousand One Hundred Eighty-Three and 72/100 Dollars (\$83,183.72). **The MAG for the Extension Term shall be in the amount of One Hundred Sixty-five Thousand Dollars (\$165,000).**

The MAG **for each Contract Year and the MAG for the Extension Term** shall be due and paid in the amounts stated above notwithstanding the date that Licensee installs the Facilities and notwithstanding whether Licensee installs Facilities in fewer than all Current Terminals and Garages.

(3) The Deplaned Passenger Fee for each Contract Year **and the Extension Term** is determined by multiplying the actual number of Deplaned Passengers at the Airport Terminals during the Contract Year **or the Extension Term, as applicable,** by the "Rate Per Deplaned Passenger" for such Contract Year **or the Extension Term, as applicable.** The Rate Per Deplaned Passenger for each Contract Year **and the Extension Term** shall be in the amount of \$0.0065.

(4) Within sixty (60) calendar days following the end of each Contract Year **and the Extension Term,** the Aviation Department shall prepare and submit to Licensee a statement showing the actual number of Deplaned Passengers at the Airport Terminals for such Contract Year **or the Extension Term, as applicable,** and the actual Deplaned Passenger Fee for such ~~year period~~. Any shortfall in the amount paid by Licensee for the previous ~~twelve (12) month period (via its monthly MAG payments)~~ **Contract Year or for the Extension Term, as applicable,** versus the ~~actual required~~ Privilege Fee due for such period based upon the Deplaned Passenger Fee shall be payable by Licensee within ten (10) business days following receipt of the statement.

8. **Exhibit B** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit B**, attached hereto and made a part of the Agreement. As of the date of complete execution of this First Amendment, every reference in the Agreement to **Exhibit B** shall be deemed to refer to **Exhibit B** attached hereto.

9. Licensee acknowledges that through the date this First Amendment is fully executed by both Parties, Licensee has no claims against County with respect to any of the matters covered by the Agreement, and Licensee has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

11. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

12. The Agreement, including as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, including as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

14. This First Amendment is effective retroactively as of the date of June 13, 2020.

15. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2020, and CELLCO PARTNERSHIP d/b/a Verizon Wireless, signing by and through its Senior Real Estate Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Yesenia Alfonso (Date)
Assistant County Attorney

By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
Cellco 1st Amd
10/08/2020
80071.0070

**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE INSTALLATION, OPERATION, AND
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LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

LICENSEE

WITNESSES:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name

Signature

Title

Print Name of Witness above

_____ day of _____, 2020

EXHIBIT B - NONDISCRIMINATION REQUIREMENTS

I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Licensee (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR Part 21 (Nondiscrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as

implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination Statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

2. *Nondiscrimination:* Licensee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Licensee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Licensee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Licensee of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Licensee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information

required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Licensee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Licensee's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Licensee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Licensee will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Licensee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, that if Licensee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Licensee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Licensee may request the United States to enter into the litigation to protect the interests of the United States.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees as follows:

1. Licensee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Licensee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Licensee agrees that it will require its covered sub organizations to provide assurances to Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Licensee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court,

including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Licensee agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Licensee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Licensee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Licensee shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Licensee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Licensee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Licensee shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Licensee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Licensee shall require its covered sub organizations to keep similar records as applicable.

6. Licensee shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Licensee shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Licensee who shall, in turn, submit same to the County for transmittal to the FAA.