

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060745

1. ACTION REQUESTED/PURPOSE: Approve the First Amendment to the License Agreement between Sprint Spectrum, L.P., a Delaware limited partnership and Lee County for space on the County-owned tower located at 2501 Ortiz Avenue, Fort Myers.

2. WHAT ACTION ACCOMPLISHES: Approval of the First Amendment would allow for the installation of a generator and support equipment, and update the notice addresses.

3. MANAGEMENT RECOMMENDATION: Approve First Amendment to the License Agreement.

4. Departmental Category: CTB		5. Meeting Date: 06-20-2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Independent</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division <u>Public Safety</u>
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: <i>Michael C. Bridges</i>
<input type="checkbox"/> Walk-On		Michael C. Bridges Deputy Director

9. Background:

On January 27, 1998, the Ortiz Cellular Tower Antenna Site License Agreement was entered into by Sprint Spectrum, L.P., (SSLP) a Delaware limited partnership, and Lee County. The County is the owner of the tower located at 2501 Ortiz Avenue, Fort Myers, Florida. SSLP entered into the Agreement to use a portion of the County property adjacent to the Ortiz Cellular Tower Property with a right of access and a right to install utility service.

SSLP now desires to install a generator and bear the costs for the installation, and update the Notice section of the Agreement. Verizon and the State of Florida have propane generators and fuel tanks at the tower and have no objections if other vendors want to have a generator. In addition they have determined that there would be advantages for Lee County to have back-up power available when needed, particularly in the Emergency Operations Center.

ATTACHMENTS: Six (6) First Amendment to Ortiz Cellular Tower Antenna Site License Agreements

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
				<i>Andrea Fraser</i>	Analyst	Risk	Grants	Mgr
<i>6/20/06 Michael C. Bridges</i>					<i>6/18/06</i>	<i>6/18/06</i>	<i>6/18/06</i>	<i>AS 6/18/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
6/18/06 3:28 PM

COUNTY ADMIN
FORWARDED TO:
6/18/06 4 PM

Rec. by CoAtty
Date: *6/18/06*
Time: *3:16 PM*
Forwarded To:
Atty. 3/3
6/18/06

**FIRST AMENDMENT TO
ORTIZ CELLULAR TOWER ANTENNA SITE LICENSE AGREEMENT**

This First Amendment to Lease Agreement ("Amendment") is made this ____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida with offices located at 2115 Second Street, Fort Myers, Florida 33901 (hereinafter referred to as "County") and **SPRINT SPECTRUM, L.P.**, a Delaware limited partnership, with offices located at 2001 Edmund Halley Drive, Reston, Virginia 20191-3436 (hereinafter referred to as "SSLP"), and collectively, "the Parties" hereto.

WITNESSETH:

WHEREAS, County and SSLP entered into a certain License Agreement dated January 27, 1998, (hereinafter referred to as the "Agreement"), for Premises consisting of approximately two thousand (2000) square feet located at 2501 Ortiz Avenue, Fort Myers, Florida (the "Premises"), space on the tower, and all access and utility easements, if any (hereinafter collectively referred to as the "Premises"); and

WHEREAS, County and SSLP agree that the Agreement provides that SSLP shall have the right to operate communications services at the Premises; and

WHEREAS, the Parties now desire to modify and amend the Agreement in order to add the installation of a generator and support equipment, and update SSLP's notice addresses.

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

1. The Recitals as set forth above are incorporated into the terms of the Agreement as if set out herein at length.

2. **Paragraph 2. LICENSED PROPERTY: A) Ortiz Cellular Tower Site Space – is hereby amended as follows**, with underlined language being the amendment to the previously adopted text and deleted language being shown by strike-through type.

A) Ortiz Cellular Tower Site Space – County hereby licenses to SSLP space on the Ortiz Cellular Tower Site as described in Exhibit "A" to enable SSLP to erect, maintain and operate a maximum of 12 antennas as part of its telecommunications system and for no other purposes. The exact location on the Ortiz Cellular Tower Site must be approved by the County so as to avoid interference with any of the County's equipment, cables, lines, antenna's and/or any other property located on the Ortiz Cellular Tower Site, or which the County may wish to reserve for future use on the Tower, as may be applicable. Any additional amount of space on the Ortiz Cellular Tower Site or for the equipment cabinet space will be set forth as an amendment to this License Agreement with additional compensation paid by SSLP based on the reasonable market value at the time of entering into any amendment.

County agrees (subject to the limitations set forth herein) that SSLP may attach at its sole cost any necessary transmission lines, cables, antennas, fixtures and other associated equipment from the Equipment Cabinet Space to the Ortiz Cellular Tower Site Space to make said

antenna's operational, ~~excepting power generators requiring on-site fuel storage which are prohibited~~. SSLP will provide all mounting hardware necessary for its installation, and bear the costs for the installation of SSLP's generator.

3. **Paragraph 10. NOTICE: of the Agreement is hereby amended as follows** with underlined language being the amendment to the previously adopted text and deleted language being shown by strike-through type.

10. **NOTICE:** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is three (3) days after deposit in the United States Mail, as the case may be.

Market: Southwest

Area: Florida

Sprint/Nextel Site: MI13XC030

~~Fort Myers, Florida 33902-0398~~

~~2115 Second Street~~

~~Fort Myers, Florida 33901~~

~~Attn: Michael C. Bridges,
Communications Program Manager
Deputy Director, Public Safety~~

With a copy to: Lee County Attorney's Office
P.O. Box 398
Fort Myers, Florida 33902-0398
Attn: ~~Audrey E. Vance,~~
~~Assistant County Attorney~~
Andrea R. Fraser
Chief Assistant County Attorney

SSLP: ~~Sprint Spectrum L.P.~~
~~861 S.W. 78th Avenue~~
~~Building 'B'~~
~~Second Floor~~
~~Plantation, Florida 33324~~
Attn: Elizabeth Rega

Sprint Spectrum L.P.
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a copy to: Sprint Law Department, Attn: Real Estate Atty
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

4. Exhibit 'B' to the Agreement is amended to include the attached Supplement to Exhibit 'B'. Any and all references to Exhibit 'B' shall hereinafter include Supplement to Exhibit 'B'.

5. Effective as of the date of the Amendment, SSLP has the right to do all work necessary to prepare, maintain and alter the Premises in accordance with this Amendment and as may be necessary for SSLP's business operations at the Premises. All alterations, changes and equipment modifications made pursuant to this Amendment

All alterations, changes and equipment modifications made pursuant to this Amendment shall be made in compliance with the terms, covenants and conditions of the Agreement, as hereby amended, and shall remain SSLP's personal property and are not fixtures. County and SSLP further affirm that title to the SSLP's Facilities (including any modifications made in accordance with the Amendment) shall be held by SSLP.

6. MISCELLANEOUS:

A) All capitalized terms used herein, unless otherwise defined herein, shall be defined in conformity with the terms and conditions of the original Agreement.

B) In case of any inconsistencies between the terms and conditions contained in the original Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth herein, all provisions of the original Agreement remain unchanged and in full force and effect.

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Market: Southwest

Area: Florida

Sprint/Nextel Site: MI13XC030

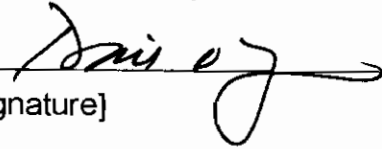
IN WITNESS WHEREOF, the Parties have executed Agreement as of the day and year

first written above.

LESSEE:

SPRINT SPECTRUM, L.P. A DELAWARE LIMITED PARTNERSHIP

BY:



[Signature]

David Wong

[Typed Name]

Area Manager Site Development

[Title]

5/12/06


[Date]



[1st Witness' Signature]

Katie Lebowitz

[Type or Print Name]



[2nd Witness' Signature]

J. Howard

[Type or Print Name]

LESSOR:

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

ATTEST:

CHARLIE GREEN, CLERK

BY:

Deputy Clerk

BY:

Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY:

Office of the County Attorney

Market: Southwest
Area: Florida
Sprint/Nextel Site: MI13XC030

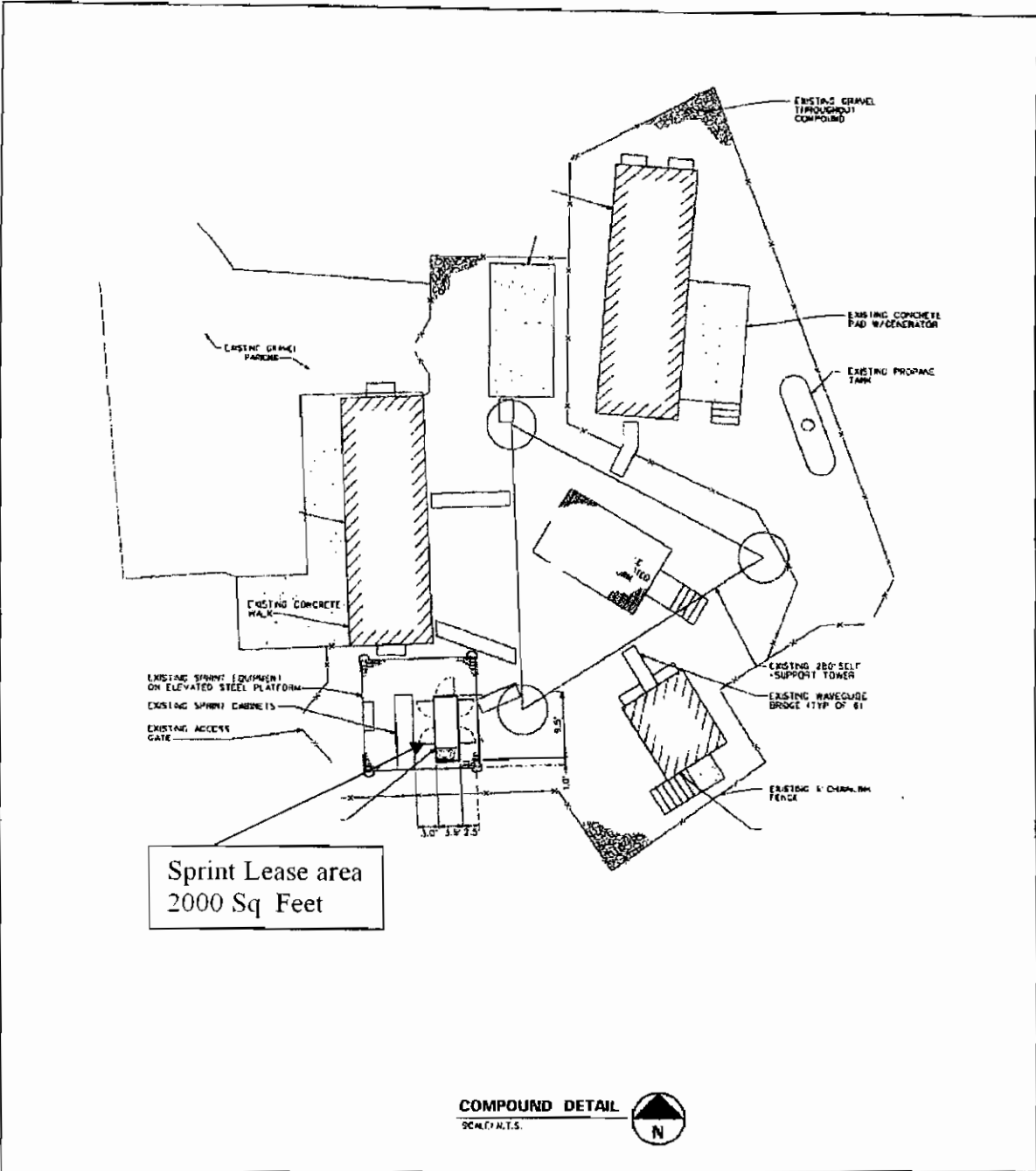
SUPPLEMENT TO EXHIBIT B
to Lease Agreement dated January 27, 1998



DESCRIPTION OF PREMISES

To the First Amendment to the Lease Agreement dated _____, by and between Lee County, a political subdivision and charter county of the State of Florida, and Sprint Spectrum., a Delaware Limited Partnership as Lessee.

SEE ATTACHED

Exhibit B Supplement



 <p>KCI TECHNOLOGIES ENGINEERS AND ARCHITECTS FLA. REG. NO. 12188</p> <p>KCI Technologies, Inc. 10750 INDIAN LANE MANOR DR. SUITE 120 TAMPA, FL 33619 (813) 740-3300 FLORIDA LICENSE NO.: EB000488</p>	 <p>Sprint Together with NEXTEL</p> <p>NEXTEL CORPORATION 110 EISENHOWER BLVD BLDG. D-1 TAMPA, FLORIDA 33601 (813) 905-0200</p>	DRAWING TITLE <p>SITE SKETCH</p>	REVISION NO. 1 DRAWN BY: JB CHECKED BY: MD APPROVED BY: DR
		PROJECT NAME: <p>LEE COUNTY-NORTH ORTIZ MI13XC030</p>	DATE ISSUED: 07/14/06 SCALE: N.T.S. SHEET NO. 1 OF 1 A/E PROJECT NO: 10054740RE