



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/1/2023 Meeting Date: 9/7/2023

Name: Lawrence Wilson Department: Communications

1. Nature and purpose of agenda item:

The Board previously approved this Amendment to the PCS site Agreement. Upon review SprintCom LLC has made some clerical changes to the Agreement and have requested Board reapproval.

2. Recommended Motion/Action:

Approve First Amendment to PCS Site Agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.

FIRST AMENDMENT TO PCS SITE AGREEMENT

This First Amendment to PCS Site Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between Columbia County Florida, a Florida governmental entity ("**Owner**"), and SprintCom LLC (formerly a corporation), a Kansas limited liability company ("**Tenant**", previously referred to as "SprintCom") (each a "**Party**", or collectively, the "**Parties**").

Owner and Tenant (or their predecessors-in-interest) entered into that certain PCS Site Agreement dated January 25, 2001, (the "**Agreement**") regarding the leased premises ("**Premises**") located at 175 NE Taylor Avenue, Lake City, Florida 32055 (the "**Property**").

For good and valuable consideration, Owner and Tenant agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as a Renewal Term, provided that Tenant may elect not to renew by providing Owner at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Owner Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month as rent, partial calendar months to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the rent will escalate by 3.6% of the rent in effect for the previous year on January 25, 2027 and each anniversary thereafter. Where duplicate rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate rent by Tenant.
3. Tenant shall have the right to assign, or otherwise transfer the Agreement, upon Tenant's delivery to Owner of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Agreement. Tenant shall have the right to sublease the Agreement without the need for Owner's consent.
4. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

Sprint Property Services
Sprint Site ID: JA54XC023/9JK2523S
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

If to Owner:

Columbia County Florida
P.O. Drawer 1529
Lake City, FL 32056-1529

With a copy to:

Sprint Law Department
Sprint Site ID: JA54XC023/9JK2523S
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

5. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
6. Owner will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Owner will also execute a subordination, non-disturbance and attornment agreement.
7. Any charges payable under the Agreement other than rent shall be billed by Owner to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Owner.
8. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
9. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
10. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First

Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Tenant to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

11. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Owner:

**Columbia County Florida, a Florida
governmental entity**

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

**SprintCom LLC, a Kansas limited liability
company**

By: _____

Print Name: _____

Title: _____

Date: _____

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Sprint Site ID: JA54XC023/9JK2523S
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

Columbia County, Florida ~~Board of~~
~~County Commissioners~~
P.O. Drawer 1529
Lake City, FL 32056-1529

With a copy to:

Sprint Law Department
Sprint Site ID: JA54XC023/9JK2523S
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

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Owner:

**Columbia County, Florida, ~~a Florida~~
~~governmental entity~~ ~~Board of County~~
~~Commissioners, a governmental entity~~**

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

**SprintCom LLC, a Kansas limited liability
company**

By: _____

Print Name: _____

Title: _____

Date: _____