

**BOARD OF COUNTY COMMISSIONERS**

**LEON COUNTY, FLORIDA**

**REGULAR MEETING**

**JULY 30, 1996**

**23. NEW TELEPHONE ROOM AND EMERGENCY STAND-BY GENERATOR FOR SHERIFF'S ADMINISTRATION BUILDING**

Commissioner Yordon moved and was duly seconded by Commissioner Davis to approve the lease agreement and authorize the Chairman to sign, with Sprint for a telephone room (approximately 230 square feet) to accommodate the new Centrex and 911 phone equipment; and approve purchase of emergency stand-by generator from 911 funds.

Mr. Leonard Gray, Project Manager, appeared and explained the reason of the high cost of the new room is because the electrical contractor had to re-do the cable to accommodate the room and cables had to be run a further distance than originally planned.

The motion carried unanimously. See attached lease agreement:

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of June, 1996, between Leon County, a political subdivision of the State of Florida, P.O. Box 727 Tallahassee, Florida 32302, hereinafter called the "Lessor" and Central Telephone Company of Florida, dba Sprint/United Telephone-Florida, whose address is P.O. Box 165000, Altamonte Springs, Florida 32716-5000, hereinafter called the "Lessee".

WITNESSETH, that, under the terms and conditions hereafter set forth, the Lessor does lease unto the Lessee, and Lessee does hereby hire and take as Tenant under this Lease, a telephone equipment room ("The Room") in the SE corner of the ground floor of the new Sheriff's Administration Facility on Municipal Way, Tallahassee, Florida. The Room has approximately 228 square feet, measuring 12'8"x18'0", interior dimensions. Lessee shall have possession of The Room for the duration of time which Lessee is providing telephone service to Lessor. The agreed total rent shall be ONE DOLLAR (\$1.00) per year.

The parties further agree as follows:

1. ALTERATIONS

Any alterations which are necessary to convert The Room to a telephone equipment room shall be the responsibility of Lessee. It shall be the responsibility of Lessee to keep the interior of The Room clean and in good repair.

2. USE AND OCCUPANCY-COMPLIANCE WITH LAWS AND REGULATIONS

Lessee, in the use and occupancy of the Room, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental agency with authority in respect of the Room or Lessee's use thereof. Lessee shall not do or permit any act which will conflict with provisions of any insurance policies covering the premises, and shall comply with all rules and regulations for the prevention of fires. Lessee will not use or permit to be used any part of the demised property for any immoral, dangerous, noxious or offensive purposes and will not cause or maintain any nuisance in or about The Room.

3. UTILITIES

The Room will not be separately metered and electricity will be supplied by Lessor.

4. HOLD HARMLESS

Lessee agrees to indemnify and hold harmless the County from all claims, damages, liabilities or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Lessee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Lessee, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Lessee to provide the defense.

5. Building Maintenance

Maintenance of the primary structure of the building, including the roof, air conditioner, and electrical, shall be the responsibility of Lessor. Lessee shall be responsible for maintaining the interior of The Room.

6. BINDS SUCCESSORS AND ASSIGNS

This contract shall bind the parties, their successors and assigns.

7. TIME IS OF THE ESSENCE

Time is of the essence as to all the terms of this agreement.

8. LEASE-ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. No representations, warranties or promises pertaining to this lease or any property affected by this lease have been made by, or shall be binding on either of the parties, except as expressly stated in this lease. This lease cannot be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

9. SUBJECT TO BUDGET

The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

10. DEFAULT BY LESSEE

In the event of any default by Lessee under this Lease, the Lessor shall serve on the Lessee written notice of such default and Lessee shall have ten (10) days after receipt of such notice to correct such default. In the event Lessee fails to correct such default within the ten (10) day period, Lessor may, at the option of Lessor, terminate this Lease and resume possession of the Premises by any lawful means.

11. CHOICE OF LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed and delivered this lease on the day and year first above written.

WITNESSES:

Central Telephone Company  
of Florida, dba  
Sprint/Centel-Florida

[Signature]  
[Signature]

FORM  
AND  
APPROVED

[Signature] for S. Watson  
Regional Manager,  
Building Engineering & Real  
Estate

Leon County, a Political  
Subdivision of The State of  
Florida

[Signature]  
Bruce J. Host, Chairman

Attest: Dave Lang, Clerk

By: [Signature]  


Approved as to form:  
Leon County Attorney's Office

By: [Signature]  
Attorney  
Shant Co