



RECEIVED

MAY 09 2002

STATE OF FLORIDA  
AGENCY FOR WORKFORCE INNOVATION  
HILLSBOROUGH COUNTY  
WORKFORCE BOARD, INC.  
AGREEMENT FOR LEASE RENEWAL

ZONE: 10

LEASE NO.: 000:1666-4

Lessor: State of Florida, Agency for Workforce Innovation

Address: 1320 Executive Center Drive, 300 Atkins Building, Tallahassee, FL 32399-2250

Lessee: Hillsborough County Workforce Development Board

Description of Premises: 3,466 square feet of space locate at 9215 North Florida Avenue, Tampa, Florida


PLEASE TAKE NOTICE that the Lessee hereby submits this written notice and exercises its option to renew said Lease Agreement beginning July 1, 2002, and ending June 30, 2003 under the specified terms and conditions contained therein. Lessee agrees to pay Lessor the sum of Two Thousand Two Hundred Ninety Six and 22/100 dollars (\$2,296.22) per month.

Lessor:  
Agency for Workforce Innovation

  
Bobby Jack Henderson,  
Interim General Services Officer

5/7/02  
Date

For Lessee:  
Hillsborough County Workforce  
Development Board

  
Renee Benton,  
Executive Director

5/3/02  
Date

## UNDERTAKING WITH RESPECT TO LEASE

Hillsborough County (the "County") and the predecessor-in-interest of the State of Florida Agency For Workforce Innovation (the "Agency"), as Lessor, previously entered into that certain Lease Agreement dated July 11, 1997 which was amended by Letter dated August 16, 2000 (the Lease Agreement, as amended, the "Lease") for space located at 9215 North Florida Avenue, Suite 108, Tampa, Florida 33612. A copy of the Lease is attached hereto as Exhibit A. By an Agreement dated as of November 15, 2000, the County has assigned to, and the Hillsborough County Workforce Board, Inc. (the "Workforce Board") has assumed, effective December 1, 2000, all of the County's rights, title, interest, responsibilities, and obligations under the Lease from and after December 1, 2000, subject to and effective upon the consent of the Agency. To induce the undersigned to consent to the foregoing described assignment and assumption, the Workforce Board hereby agrees with the Agency that it will perform all of the terms and conditions required to be performed by the Lessee under the Lease in accordance with the terms thereof, from and after December 1, 2000.

HILLBOROUGH COUNTY WORKFORCE BOARD, INC.

By: Cheikh T. Sylla

Name: Cheikh T. Sylla

Its: Chairman

Date: April 24, 2001

## CONSENT TO ASSIGNMENT AND ASSUMPTION

Based on the foregoing undertaking by the Workforce Board, the Agency consents to the assignment of all of the County's rights, title, interest, responsibilities, and obligations under the Lease from and after December 1, 2000 to the Workforce Board and the assumption by the Workforce Board of all of the County's rights, title interest, responsibilities, and obligations under the Lease from and after December 1, 2000.

STATE OF FLORIDA AGENCY FOR WORKFORCE INNOVATION

By: Renee Benton

Name: Renee Benton

Its: Business Services Officer

Date: July 2, 2001

AGENCY FOR WORKFORCE INNOVATION  
ASSIGNMENT OF LEASE AGREEMENT  
LEASE AGREEMENT

ZONE: 10

LEASE NO.: 000:1666-4


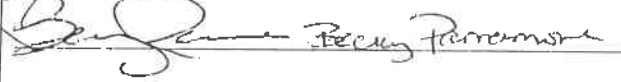
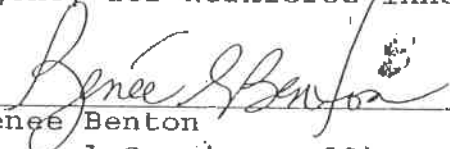
The Hillsborough County Board of County Commissioners hereby assigns all right, title and interest in and to that certain lease agreement number 000:1666-4 dated July 11, 1997, A.D. between the Hillsborough County Board of County Commissioners and the Agency for Workforce Innovation (Department of Labor and Employment Security), to the Hillsborough County Workforce Board, effective December 1, 2000, A.D.

This assignment is hereby agreed to by the undersigned Lessor, all terms and conditions of the original lease to remain the same. Lessee agrees to pay the Lessor the sum of Two thousand two hundred ninety six and 22/100 dollars (\$2,296.22) per month for the term of this lease, payable at the following address: Agency for Workforce Innovation, Financial Management, 127 Atkins Building, Tallahassee, Florida 32399-2250.

Dated this                      day of                      , 2000, A.D.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed the day and year above written.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p> L. SCHUMAKER</p> <p></p> <p>AS TO Renee Benton General Services officer</p>	<p>LESSOR:</p> <p>State of Florida Agency for Workforce Innovation</p> <p> 12/8/00</p> <p>Renee Benton General Services officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>_____</p> <p>AS TO LESSEE</p>	<p>LESSEE: (ASSIGNING) Hillsborough County Board of County Commissioners</p> <p>By: _____ Agency Head</p>
<p>Signed, sealed and delivered</p>	<p>LESSEE: (RECEIVING)</p>



STATE OF FLORIDA

**AGENCY FOR WORKFORCE INNOVATION  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, entered into this 23<sup>rd</sup> day of December 2002, A.D., between the State of Florida, Agency for Workforce Innovation, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is NA, and the

**Hillsborough County Workforce Board**

party of the second part, hereinafter called the Lessee,

**WITNESSETH:**

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

<u>Tampa Employment Service Center</u>	<u>Tampa</u>	<u>33811</u>	<u>Hillsborough</u>
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

**All net rentable office space in the Tampa Employment Service Center (90,000SF) minus the office space occupied and under lease by DOI (Workers Compensation) (5,854 SF), DOE (Workers Compensation) (1,973 SF), DOE (Apprenticeship) (150 SF), DOE (Vocational Rehabilitation) (5,248 SF), Unemployment Compensation Appeals (6,020 SF), Unemployment Compensation Benefit Payment Claims (709 SF), for a net of 70,046 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881**

which shall constitute an aggregate area of 70,046 square feet of net rentable space, at the rate of **Seven and 95/100 dollars (\$7.95)** per square foot per year. The Lessor shall also provide 170 parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

**I TERM**

**TO HAVE AND TO HOLD** the above described premises for a term commencing on the 1st day of **January, 2003**, to and including *until canceled by either party pursuant to Article XXI*.

**II RENTALS**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of **Forty Six Thousand Four Hundred Five and 48/100 (\$46,405.48)** per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable, *in advance, by the 5<sup>th</sup> of the month* of occupancy. The rentals shall be paid to the Lessor at the following address:

*Agency for Workforce Innovation, Office of Investment and Accountability, Attn: Financial Management, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399.*

### III HEATING, AIR CONDITIONING AND JANITOR SERVICES

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and Lessor agrees to maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor. Specifics are noted in Addendum I.

### IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

### V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

### VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises.

### VII HANDICAPPED STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of Florida's Americans with Disabilities Accessibility Implementation Act, Sections 553.501 - 553.513, Florida Statutes, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, known as the "Americans with Disabilities Act", 42 U.S.C. ss. 12101 et seq., and the regulations promulgated thereunder.

2. *If any part of the demised premises is found to not be in compliance with the aforementioned laws, Lessor will be provided the opportunity to secure funding, via legislation, if necessary, to bring into compliance.*

That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

#### **VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES**

That all property of any kind that may be on the premises during the continuancy of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

#### **IX FIRE AND OTHER HAZARDS**

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal.

3. The Lessor certifies, *to the best of his/her knowledge*, that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

#### **X EXPIRATION OF TERM**

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

#### **XI SUBLETTING AND ASSIGNMENT**

The Lessee shall have the right to sublet all or any part of the demised premises. The following terms and conditions shall apply:

1. The participating One-Stop partners shall not occupy the leasehold subject to a sublease, but pursuant to the memorandum of understanding, including the cost allocation formula, which has been negotiated between the partners.

2. Except as set forth above, upon obtaining the written consent of the Lessor, which written consent shall not capriciously be withheld, the Lessee shall have the right to sublet only that space that is not required for the WIA/One-Stop programs and activities. When subletting to a sublessee where no cost sharing is contemplated by law, rental charges may be fair market value, provided that any related income is used for permissible program (WIA) purposes.

3. Space shall be subleased only for activities that associated with the WIA/One-Stop program and other activities that are primarily for a public purpose. Any sublease shall be subject to these restrictions and shall contain language restricting the permissible uses of the property to: 1) WIA/One-Stop programs; and 2) Activities that are primarily for a public purpose.

#### **XII NOT CONSENT TO SUE**

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

#### **XIII WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

#### **XIV RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

#### **XV BREACH OF COVENANT**

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

#### **XVI ACKNOWLEDGMENT OF ASSIGNMENT**

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

#### **XVII TAXES, INSURANCE AND COMMISSIONS**

1. Lessor shall pay all fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

#### **XVIII AVAILABILITY OF FUNDS**

The State of Florida's *and Lessee's* performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

#### **XIX USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

#### **XX RENEWAL**

NA.

#### **XXI RIGHT TO TERMINATE**

a. The Lessor or Lessee shall have the right to terminate for any reason, without penalty, with a *One hundred Eighty (180)* day written notice to the other party, by certified mail, return receipt requested.

#### **XXII RENTAL CHARGES**

Increase to the rental rate may occur due to the operating and maintenance expenses. Lessor reserves the right to increase the rental rate based on these expenses and will provide the Lessee thirty (30) days advanced written notice.

#### **XXIII NOTICES AND INVOICES**

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

Agency for Workforce Innovation,

Leasing Office, Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399

(Street)

(City)

(Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

Hillsborough County Workforce Board

9250 Bay Plaza Blvd., #320, Tampa, FL 33619

(Street)

(City)

(Zip Code)

Invoices, in triplicate, shall be submitted monthly to: NA

XXIII DEFINITION OF TERMS

- (a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
- (b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

  X   All additional covenants or conditions appear on attached Addendum(s)   I, II  .

           No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ORIGINAL SIGNATURES REQUIRED ON ALL COPIES

<div>Signed, sealed and delivered in the presence of:  <u>          J. Schumaker          </u> <u>          Becky Parramore          </u>  AS TO Jack Henderson, Acting General Services Officer</div>	<div>LESSOR: STATE OF FLORIDA, AGENCY FOR WORKFORCE INNOVATION  BY: <u>          Jack Henderson          </u>  Jack Henderson, Acting General Services Officer</div>
<div>Signed, sealed and delivered in the presence of:  <u>          Man M. Le          </u>  AS TO Renee Benton, Executive Director</div>	<div>LESSEE: Hillsborough County Workforce Development Board  By: <u>          Renee Benton          </u>  Renee Benton, Executive Director</div>
	<div>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. GENERAL COUNSEL AGENCY FOR WORKFORCE INNOVATION  By: <u>          Mindy K. Raymaker          </u>  Mindy K. Raymaker, Deputy General Counsel Approval Date <u>  12/20/02  </u></div>



STATE OF FLORIDA

AGREEMENT FOR MODIFICATION TO  
CHANGE THE DESCRIPTION OF PREMISES, REDUCE RENTAL RATE  
AND DECREASE SQUARE FOOTAGE

ZONE:

LEASE NO.: 000:1666-24

MODIFICATION NO.: 1

WHEREAS, the Hillsborough County Workforce Board, as Lessee, has previously entered into Lease Number 000:1666-24, on December 23, 2002, A. D., effective January 1, 2002, A. D., which now consists of 70,046 square feet at a monthly rate of \$ 46,405.48, the current Lessor being Agency for Workforce Innovation

WHEREAS, the Lessor agreed to lease to the Lessee and the Lessee agreed to lease from the Lessor those certain premises described as: (Current Description of space)

All net rentable office space in the Tampa Employment Service Center (90,000SF) minus the office space occupied and under lease by DOI (Workers Compensation) (5,854 SF), DOE (Workers Compensation) (1,973 SF), DOE (Apprenticeship) (150 SF), DOE (Vocational Rehabilitation) (5,248 SF), Unemployment Compensation Appeals (6,020 SF), Unemployment Compensation Benefit Payment Claims (709 SF), for a net of 70,046 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881

and;

WHEREAS, the Lessee has determined an **decrease** in the amount of space provided by Lessor to Lessee under said Lease will be required; and both the Lessor and Lessee wish to amend and modify said lease so as to change the description of premises being leased effective July 1, 2003.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing July 1, 2003, said Lease is hereby amended and modified to the extent necessary to **decrease** the amount of space provided by Lessor to Lessee under said Lease from 70,046 square feet to 61,248 square feet, thereby resulting in a net **decrease** of 8,798 square feet of space. (Description of area)

All net rentable occupiable office space in the Tampa Employment Service Center (88,953SF) less the non-rentable common space (8,381SF) less the office space occupied and under lease by DFS (Workers Compensation) (6,379 SF), DOE (Workers Compensation) (2,399 SF), DOE (Apprenticeship) (211 SF), DOE (Vocational Rehabilitation) (3,880 SF), Vacant Space (formerly UC Appeals) (5,552SF), Unemployment Compensation Benefit Payment Claims (697 SF) and the Credit Union (206SF), for a net of 61,248SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881

Corresponding with such **decrease** in space, said Lease is hereby amended and modified to the extent necessary to restructure the amount of rental rate per square foot per year paid to the Lessor by the Lessee under said lease from Seven and 95/100 dollars (\$7.95) to Seven and 87/100 (\$7.87) per square foot per year, thereby resulting in a change of the monthly rental paid from Forty Six Thousand Four Hundred Five and 48/100 dollars (\$46,405.48) to Forty Thousand One Hundred Sixty Eight and 48/100 dollars (\$40,168.48)

and;

2. The covenants and conditions contained in the original **State of Florida, Agency for Workforce Innovation's** Lease Agreement No. 000:1666-24, as amended by the above modification, are readopted by the Lessor and Lessee and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 28 day of June, 2003, A.D.

## ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u>  <u>B. SCHUMAKER</u>  <u>R. L. Smith</u></p> <p>AS TO Robert Monroe, General Services Officer</p>	<p>Lessor:</p> <p>State of Florida,          Agency for Workforce Innovation</p> <p>By: <u>Robert Monroe</u> (SEAL)          Robert Monroe, General Services Officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Valerie Luckie</u>  <u>Michelle Rod</u></p> <p>AS TO Renee Benton, Executive Director</p>	<p>LESSEE:</p> <p>Hillsborough County Workforce Board</p> <p>By: <u>Renee Benton</u>          Renee Benton, Executive Director</p>
	<p>APPROVED AS TO FORM AND LEGALITY,          SUBJECT ONLY TO FULL AND PROPER          EXECUTION BY THE PARTIES. GENERAL          COUNSEL, AGENCY FOR WORKFORCE          INNOVATION</p> <p>By: <u>Mindy Raymaker</u>          Mindy Raymaker, Acting General Counsel</p> <p>APPROVAL DATE: <u>8/22/03</u></p>

Addendum I  
Lease 000:1666-24; Tampa  
Responsibilities  
Effective January 1, 2003

The Lessor will retain the following maintenance responsibilities:

1. Real Property Insurance, Real Property Liability Insurance and Real Property Fire Insurance
2. Fixed Capital Outlay (Legislative Requests)
3. HVAC – compressor and air handler replacement
4. Roof Repairs
5. Environmental Issues
6. **Parking Maintenance (Does not include sweeping or trash removal)**
7. Facility Inspections Semi-annually:
  - a. Roof inspection
  - b. Parking Lot (surfacing, stripping, wheel stops, lighting & etc.)
  - c. Exterior envelope.
  - d. Interior, plumbing fixtures, air-handlers and electrical systems.
  - e. Consult with RWB concerning fixed capital outlay improvements.
8. Janitorial Services
9. Janitorial Supplies (toilet tissue, paper towels, soap, etc.)
10. Pest Control
11. Security Services (guards and alarm system/monitoring)
12. Waste Management
13. Electrical Utilities
14. Water and Sewer
15. Daily Electrical Repairs (light fixtures, power outlets, light switches, electrical panel breakers)
16. Plumbing repairs (water closets, lavatories, sinks, water fountains, interior water piping and related valves)
17. Lawn Maintenance and Sprinkler Systems, including water supply well pumps
18. HVAC maintenance (heat, ventilation, air conditioning)
19. Fire Alarm System, including fire alarm components, sprinkler piping and heads and fire extinguishers
20. Tangible property insurance to be handled by respective tangible property owner(s).

LESSOR:

STATE OF FLORIDA,  
AGENCY FOR WORKFORCE INNOVATION

BY:   
Jack Henderson, Acting General Services Officer

LESSEE:

Hillsborough County Workforce Development Board

By:   
Renee Benton, Executive Director

STATE OF FLORIDA

AGREEMENT FOR MODIFICATION TO  
CHANGE THE DESCRIPTION OF PREMISES, REDUCE RENTAL RATE  
AND DECREASE SQUARE FOOTAGE

ZONE:

LEASE NO.: 000:1666-24

MODIFICATION NO.: 1

WHEREAS, the Hillsborough County Workforce Board, as Lessee, has previously entered into Lease Number 000:1666-24, on December 23, 2002, A. D., effective January 1, 2002, A. D., which now consists of 70,046 square feet at a monthly rate of \$ 46,405.48, the current Lessor being Agency for Workforce Innovation

WHEREAS, the Lessor agreed to lease to the Lessee and the Lessee agreed to lease from the Lessor those certain premises described as: (Current Description of space)

All net rentable office space in the Tampa Employment Service Center (90,000SF) minus the office space occupied and under lease by DOI (Workers Compensation) (5,854 SF), DOE (Workers Compensation) (1,973 SF), DOE (Apprenticeship) (150 SF), DOE (Vocational Rehabilitation) (5,248 SF), Unemployment Compensation Appeals (6,020 SF), Unemployment Compensation Benefit Payment Claims (709 SF), for a net of 70,046 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881

and;

WHEREAS, the Lessee has determined an decrease in the amount of space provided by Lessor to Lessee under said Lease will be required; and both the Lessor and Lessee wish to amend and modify said lease so as to change the description of premises being leased effective July 1, 2003.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Commencing July 1, 2003, said Lease is hereby amended and modified to the extent necessary to **decrease** the amount of space provided by Lessor to Lessee under said Lease from 70,046 square feet to 61,248 square feet, thereby resulting in a net **decrease** of 8,798 square feet of space. (Description of area)

**All net rentable occupiable office space in the Tampa Employment Service Center (88,953SF) less the non-rentable common space (8,381SF) less the office space occupied and under lease by DFS (Workers Compensation) (6,379 SF), DOE (Workers Compensation) (2,399 SF), DOE (Apprenticeship) (211 SF), DOE (Vocational Rehabilitation) (3,880 SF), Vacant Space (formerly UC Appeals) (5,552SF), Unemployment Compensation Benefit Payment Claims (697 SF) and the Credit Union (206SF), for a net of 61,248SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881**

Corresponding with such **decrease** in space, said Lease is hereby amended and modified to the extent necessary to restructure the amount of rental rate per square foot per year paid to the Lessor by the Lessee under said lease from Seven and 95/100 dollars (\$7.95) to Seven and 87/100 (\$7.87) per square foot per year, thereby resulting in a change of the monthly rental paid from Forty Six Thousand Four Hundred Five and 48/100 dollars (\$46,405.48) to Forty Thousand One Hundred Sixty Eight and 48/100 dollars (\$40,168.48)

and;

2. The covenants and conditions contained in the original State of Florida, Agency for Workforce Innovation's Lease Agreement No. 000:1666-24, as amended by the above modification, are readopted by the Lessor and Lessee and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 28 day of June, 2003, A.D.

## ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u>  <u>SCHEUMAKER</u></p> <p><u>[Signature]</u>  <u>Ramone L. Smith</u></p> <p>AS TO Robert Monroe, General Services Officer</p>	<p>Lessor:</p> <p>State of Florida,          Agency for Workforce Innovation</p> <p>By: <u>Robert Monroe</u> (SEAL)          Robert Monroe, General Services Officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Valerie Lubke</u></p> <p><u>[Signature]</u></p> <p>AS TO Renee Benton, Executive Director</p>	<p>LESSEE:</p> <p>Hillsborough County Workforce Board</p> <p>By: <u>Renee Benton</u>          Renee Benton, Executive Director</p>
	<p>APPROVED AS TO FORM AND LEGALITY,          SUBJECT ONLY TO FULL AND PROPER          EXECUTION BY THE PARTIES. GENERAL          COUNSEL, AGENCY FOR WORKFORCE          INNOVATION</p> <p>By: <u>Mindy B</u>          Mindy Raymaker, Acting General Counsel</p> <p>APPROVAL DATE: <u>8/22/03</u></p>



**STATE OF FLORIDA  
AGENCY FOR WORKFORCE INNOVATION  
AGREEMENT FOR MODIFICATION TO  
INCREASE OR DECREASE SQUARE FOOTAGE**

LEASE NO. **000:1666-24**  
MODIFICATION NO. **2**

**WHEREAS**, the **TAMPA BAY WORKFORCE ALLIANCE, INC.** , as Lessee, has previously entered Into Lease Number **000:1666-24**, on **December 23, 2002**, effective **January 1, 2003**, which now consists of **61,248** square feet; the current Lessor being **the Agency for Workforce Innovation**; and

**WHEREAS**, the current description of the leased premises is:

**All net rentable occupiable office space in the Workforce Tampa Center (88,953SF) less the non-rentable common space (8,381SF) less the office space occupied and under lease by DFS (Workers Compensation) (6,379SF), DOE (Workers Compensation) (2,399SF), DOE Apprenticeship) (211SF), DOE (Vocational Rehabilitation) (3,880SF), Vacant Space (formerly UC Appeals) (5,552SF), Unemployment Compensation Benefit Payment Claims (697SF) and the Credit Union (206SF), for a net of 61,248SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881**

; and

**WHEREAS**, the Lessee has determined that an increase in the amount of square footage covered by the lease effective **July 1, 2005**; and

**NOW THEREFORE**, in recognition of the mutual promises and covenants herein contained, the parties agree as follows:



**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Commencing July 1, 2005, the lease is amended to increase the amount of square feet provided by the Lease from 61,248 square feet to 74,343 square feet, thereby resulting in a net increase of 13,095 square feet of space. The description of added square footage is:

**That occupiable office space located in the Suite formerly occupied by DFS (Workers Compensation) and DOE (Workers Compensation), the Vacant Space (formerly Unemployment Compensation Appeals), and the space formerly occupied by Unemployment Compensation Benefit Payment Claims, minus the space now occupied by DOE (Bureau of Rehabilitation and Reemployment Services).**

; and

2. Corresponding with such increase in square footage, the lease is hereby further amended to increase the total rent moneys being paid to the Lessor by the Lessee to the amounts shown on the revised rent schedule addendum attached hereto; and description of the leased square footage is described as:

**All net rentable occupiable office space in the Workforce Tampa Center (88,953SF) less the non-rentable common space (8,336SF) less the office space occupied and under lease by DOE (Bureau of Rehabilitation and Reemployment Services) (2,213SF), DOE Apprenticeship (211SF), DOE (Vocational Rehabilitation) (3,644SF), and the Credit Union (206SF), for a net of 74,343SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33881**

, and

3. All other covenants and conditions contained in the original lease as amended hereby are readopted and incorporated herein.

LEASE NO. 00:1660-24  
MODIFICATION NO. 2

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 2nd day of Sept., 2005.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><u>B. George</u> Witness Signature</p> <p><u>B. George</u> Print or Type Name of Witness</p> <p><u>B. Jackson</u> Witness Signature</p> <p><u>B. Jackson</u> Print or Type Name of Witness</p> <p>As to Robert Monroe, General Services Officer</p>		<p>LESSOR:</p> <p><b>AGENCY FOR WORKFORCE INNOVATION</b></p> <p>By: <u>Robert Monroe</u> (SEAL) <b>Robert Monroe, General Services Officer</b></p>	
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Antonio Ojeda</u> Witness Signature</p> <p><u>Antonio Ojeda</u> Print or Type Name of Witness</p> <p><u>Marhavi Russell</u> Witness Signature</p> <p><u>Marhavi Russell</u> Print or Type Name of Witness</p> <p>AS TO Renee Benton, Executive Director</p>		<p>LESSEE:</p> <p><b>TAMPA BAY WORKFORCE ALLIANCE, INC.</b></p> <p>By: <u>Renee Benton</u> <b>Renee Benton</b> Print or Type Name</p> <p><u>Executive Director</u> Print or Type Title</p>	
<p>APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES</p> <p>General Services Manager, Bureau of Real Property Management</p> <p>Director Division of Facilities Management</p> <p>APPROVAL DATE: _____</p>	<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES</p> <p>GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES</p> <p>By: _____ Print or Type Name</p> <p>APPROVAL DATE: _____</p>	<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES</p> <p>GENERAL COUNSEL AGENCY FOR WORKFORCE INNOVATION</p> <p>By: <u>Gary Holland</u> <b>Gary Holland</b> Print or Type Name</p> <p>APPROVAL DATE: <u>9/2/05</u></p>	

**Rental Rate Addendum**  
**Lease 000:1666-24**  
**Effective July 1, 2005**

Beginning	End *	Square Feet	Rental Rate **	Quarterly	Annual
7/1/2005	12/31/2099	74,343	\$ 7.42	\$ 137,906.27	\$ 551,625.06

\* - Pursuant to the original lease document the end date is "Until cancelled by either party".

\*\* - Rental Rate specified is for FY 2004-05. This rate may be subject to changes upon completion of the new Facilities Services Rate Plan for FY 2005-06.

**LESSEE:**  
**TAMPA BAY WORKFORCE ALLIANCE, INC.**

By: \_\_\_\_\_

  
**Renee Benton, Executive Director**

**LESSOR:**  
**AGENCY FOR WORKFORCE INNOVATION**

By: \_\_\_\_\_

  
**Robert Monroe, General Services Officer**

RECEIVED  
DEC 14 2006  
TBWA

State of Florida  
Agency for Workforce Innovation

Lease No. 000:1666-24, Tampa

**MODIFICATION #3**  
Effective as of October 1, 2006

Effective October 1, 2006, the Lessor and Lessee agree that the portion of Section II, RENTALS, in the Lease which states:

"The rent shall be payable, in advance, by the 5<sup>th</sup> day of the month of occupancy."

is amended to read:

"The rent shall be payable, **quarterly, in advance**. Payments are due by the 15<sup>th</sup> of the first month of each quarter; that is, by July 15<sup>th</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>, and April 15<sup>th</sup>."

---

LESSOR:  
State of Florida  
Agency for Workforce Innovation

By: Robert Monroe  
Robert Monroe, General Services Officer

LESSEE:  
Tampa Bay Workforce Alliance, Inc.

By: Renee A. Benton  
Renee A. Benton, Executive Director



**STATE OF FLORIDA**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**  
**AGREEMENT FOR MODIFICATION TO**  
**INCREASE SQUARE FOOTAGE**

LEASE NO. **000:1666-24**  
MODIFICATION NO. **4**

**WHEREAS**, the **Tampa Bay Workforce Alliance, Inc.** as Lessee, has previously entered into Lease Number **000:1666-24**, on **December 23, 2002** effective **January 1, 2003**, which now terminates on **until cancelled by either party;** the current Lessor being the **Agency for Workforce Innovation** ; and

**WHEREAS**, pursuant to Chapter 2011-142, Laws of Florida, effective October 1, 2011, this lease will continue as a binding agreement between Lessee and the Department of Economic Opportunity, the successor department of Lessor, the Agency for Workforce Innovation.

**WHEREAS**, the current description of the leased premises is:

**All net rentable occupiable office space in the Workforce Tampa Center (88,953SF) less the non-rentable common space (8,336SF) less the office space occupied and under lease by DOE (Bureau of Rehabilitation and Reemployment Services) (2,213SF), DOE (Apprenticeship) (211SF), DOE (Vocational Rehabilitation) (3,644SF), and the Credit Union (206SF), for a net of 74,343SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33612; and**

**WHEREAS**, the Lessee has determined a need to increase the amount of square footage covered by the lease effective **October 1, 2011**.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Commencing October 1, 2011 the lease is amended to increase the amount of square feet provided by the lease from 74,343 square feet to 76,026 square feet, thereby resulting in a net increase of 1,683 square feet of space. The description of increased square footage is:

**1,683 SF of space in Suite 104 of the Tampa One Stop Center located at 9215 N. Florida Avenue, Tampa; and**

2. Corresponding with such increase in square footage, the lease is hereby further amended to increase the total quarterly rent moneys being paid at the rate of \$10.45 per square foot to the Lessor by the Lessee to the amount of One Hundred Ninety-eight Thousand, Six Hundred Seventeen and 93/100 dollars (\$198,617.93); and description of the leased square footage is described as:

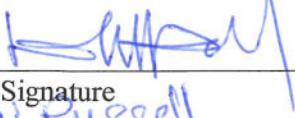

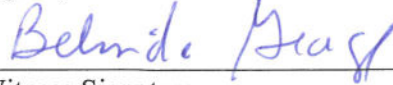
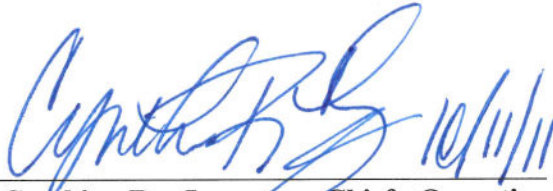
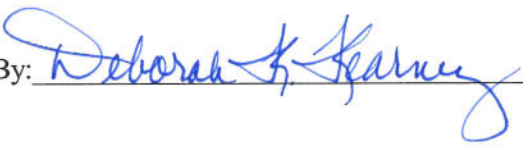
**All net rentable office space in the Workforce Tampa Center (88,953SF) less the non-rentable common space (8,336SF) less the office space occupied by DOE (Division of Vocational Rehabilitation) (711SF and 3,880SF) for a net of 76,026 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33612; and**

3. All other covenants and conditions contained in the original lease as amended hereby are readopted and incorporated herein.



IN WITNESS WHEREOF, the parties have executed this instrument this 11<sup>th</sup> day of October, 2011.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Witness Signature</p> <p><u>Mai Russell</u></p> <p>Print or Type Name of Witness</p> <p><u>Valerie Luebke</u></p> <p>Witness Signature</p> <p><u>VALERIE LUEBKE</u></p> <p>Print or Type Name of Witness</p> <p>AS TO <u>Ed Peachey, President &amp; CEO</u></p>	<p>LESSEE:</p> <p><b>TAMPA BAY WORKFORCE ALLIANCE, INC.</b></p> <p></p> <p>By: _____</p> <p><b>Ed Peachey, President &amp; CEO</b></p>
<p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Witness Signature</p> <p><u>Belinda George</u></p> <p>Print or Type Name of Witness</p> <p><u>Bridgett Jackson</u></p> <p>Witness Signature</p> <p><u>Bridgett Jackson</u></p> <p>Print of Type Name of Witness</p> <p>AS TO <u>Cynthia R. Lorenzo, Chief Operating Officer</u></p>	<p>LESSOR:</p> <p><b>STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY</b></p> <p></p> <p>By: _____</p> <p><b>Cynthia R. Lorenzo, Chief Operating Officer</b></p>
	<p>Approved As to Form and Legality, Subject Only To Full and Proper Execution by the Parties</p> <p>OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY</p> <p></p> <p>By: _____</p> <p>Approval Date: <u>10-10-11</u></p>

Rick Scott  
GOVERNOR



Doug Darling  
EXECUTIVE DIRECTOR

October 14, 2011

RECEIVED

OCT 27 2011

TBWA

Ms. Valerie Luebke, Controller  
Tampa Bay Workforce Alliance, Inc.  
5701 E. Hillsborough Avenue, Suite 1419  
Tampa, Florida 33610

Re: Lease #000:1666-24, Tampa

Dear Ms. Luebke:

Enclosed is the fully executed lease modification #4 for the above referenced lease.

If you have any questions concerning this matter, please contact me at (850) 245-7469.

Sincerely,

Ramone L. Smith, Building Operations Administrator  
Facilities Management

RLS/bg

cc: Ms. Betty Caswell





August 21, 2012

RECEIVED  
SEP 17 2012  
TBWA

Ms. Valerie Luebke, Controller  
Tampa Bay Workforce Alliance, Inc.  
5701 E. Hillsborough Avenue, Suite 1419  
Tampa, Florida 33610

Re: Lease #000:1666-24, Tampa

Dear Ms. Luebke:

Enclosed is the fully executed lease modification #5 for the above referenced lease.

If you have any questions concerning this matter, please contact me at (850) 245-7469.

Sincerely,



Ramone L. Smith, Building Operations Administrator  
Facilities Management

RLS/bg

cc: Ms. Betty Caswell





**STATE OF FLORIDA**

**DEPARTMENT OF ECONOMIC OPPORTUNITY  
AGREEMENT FOR MODIFICATION TO  
INCREASE SQUARE FOOTAGE**

LEASE NO. 000:1666-24  
MODIFICATION NO. 5

WHEREAS, the Tampa Bay Workforce Alliance, Inc. as Lessee, has previously entered into Lease Number 000:1666-24, on December 23, 2002 effective January 1, 2003, which now terminates on until cancelled by either party; the current Lessor being the Department of Economic Opportunity; and

WHEREAS, the current description of the leased premises is:

**All net rentable office space in the Workforce Tampa Center (88,953SF) less the non-rentable common space (8,336SF) less the office space occupied by DOE (Division of Vocational Rehabilitation) (711SF and 3,880SF) for a net of 76,026 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33612; and**

WHEREAS, the Lessee has determined a need to increase the amount of square footage covered by the lease effective August 1, 2012.

LEASE NO. 000:1666-24  
MODIFICATION NO. 5

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Commencing August 1, 2012 the lease is amended to increase the amount of square feet provided by the lease from 76,026 square feet to 76,737 square feet, thereby resulting in a net increase of 711 square feet of space. The description of increased square footage is:

**711 SF of space in Suite 104 of the Workforce Tampa Center located at 9215 N. Florida Avenue, Tampa; and**

2. Corresponding with such increase in square footage, the lease is hereby further amended to increase the total quarterly rent moneys being paid at the rate of \$10.94 per square foot to the Lessor by the Lessee to the amount of Two Hundred Nine Thousand, Eight Hundred Seventy-five and 70/100 dollars (\$209,875.70); and description of the leased square footage is described as:


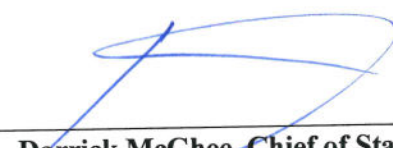
**All net rentable office space in the Workforce Tampa Center (88,953 SF) less the non-rentable common space (8,336 SF) less the office space occupied by DOE (Division of Vocational Rehabilitation) (3,880 SF) for a net of 76,737 SF, said building located at 9215 North Florida Avenue, Tampa, Florida 33612; and**

3. All other covenants and conditions contained in the original lease as amended hereby are readopted and incorporated herein.

LEASE NO. 000:1666-24  
MODIFICATION NO. 5

IN WITNESS WHEREOF, the parties have executed this 20<sup>th</sup> day of August, 2012.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><u>Valerie Leebke</u></p> <p>Witness Signature</p> <p><u>Valerie Leebke</u></p> <p>Print or Type Name of Witness</p> <p><u>Nai Russell</u></p> <p>Witness Signature</p> <p><u>Nai Russell</u></p> <p>Print or Type Name of Witness</p> <p>AS TO <u>Ed Peachey, President &amp; CEO</u></p>	<p>LESSEE:</p> <p><b>TAMPA BAY WORKFORCE ALLIANCE, INC.</b></p> <p></p> <p>By: _____</p> <p><b>Ed Peachey, President &amp; CEO</b></p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Belinda George</u></p> <p>Witness Signature</p> <p><u>Belinda George</u></p> <p>Print or Type Name of Witness</p> <p><u>Bridgett Jackson</u></p> <p>Witness Signature</p> <p><u>Bridgett Jackson</u></p> <p>Print of Type Name of Witness</p> <p>AS TO <u>Darrick McGhee, Chief of Staff</u></p>	<p>LESSOR:</p> <p><b>STATE OF FLORIDA</b> <b>DEPARTMENT OF ECONOMIC</b> <b>OPPORTUNITY</b></p> <p></p> <p>By: _____</p> <p><b>Darrick McGhee, Chief of Staff</b></p>
	<p>Approved As to Form and Legality, Subject Only To Full and Proper Execution by the Parties</p> <p>OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY</p> <p>By: <u>Linda K. Teal</u></p> <p>Approval Date: <u>8-17-12</u></p>