

ASSIGNMENT AND CONSENT OF LEASE AGREEMENT

**THIS ASSIGNMENT AND CONSENT OF LEASE AGREEMENT** made and entered into this 18 day of June 2004, by and among the STATE OF FLORIDA, Agency for Workforce Innovation, hereinafter referred to as "LANDLORD," and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and WORKNET PINELLAS, INC., a Florida nonprofit corporation, in its capacity as the Region 14 Regional Workforce Board, hereinafter referred to as "WORKNET."

WITNESSETH

**WHEREAS**, the COUNTY approved a Lease Agreement dated July 17, 2003, with the LANDLORD; and

**WHEREAS**, effective July 1, 2004, WORKNET has assumed all administrative and fiscal responsibilities for the administration of Workforce programs in the Region 14 Workforce Regions; and

**WHEREAS**, the COUNTY desires to assign the Lease to WORKNET and WORKNET desires to accept the assignment, subject to securing written consent from the LANDLORD to assign said Lease.

**NOW THEREFORE**, in consideration of the Premises above and mutual covenants contained herein, the Parties agree as follows:

1. The COUNTY hereby assigns and WORKNET accepts the assignment of all rights, title, and interest in and to the Lease, and WORKNET agrees to be bound by and assumes the obligations of all terms, covenants, and provisions contained in the Lease.
2. The LANDLORD hereby acknowledges and consents to the assignment of the Lease as provided herein, and releases and discharges the COUNTY from any further liabilities or obligations arising from or related to the Lease.
3. This Assignment and Consent shall take effect as of July 1, 2004.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date.

WITNESSES:

STATE OF FLORIDA AGENCY FOR  
WORKFORCE INNOVATION

By: Budgett Jackson  
Print Name: Budgett Jackson  
By: L. L. L.  
Print Name: LARRY SCHUMAKER

By: Robert Monroe  
Print Name: Robert Monroe

Reviewed by:  
Mich Raymond  
Acting General Counsel

ATTEST: Karleen F. De Blaker

PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: Helen Grooms  
Title: Deputy Clerk  
Print Name: Helen Grooms

By: Susan Lattake  
Title: Chairman  
Print Name: Susan Lattake

WITNESS:

WORKNET PINELLAS, INC.

By: DANNY L. DAY  
Print Name: DANNY L. DAY

By: Chail Eberhard  
Print Name: Chail Eberhard

By: [Signature]  
Print Name: [Signature]

APPROVED AS TO FORM  
SUBJECT TO PAPER EXECUTION  
BY STATE OF FLORIDA  
By: Doreen Richardson  
Assistant County Attorney



STATE OF FLORIDA

**AGENCY FOR WORKFORCE INNOVATION  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, entered into this 17<sup>th</sup> day of July, 2003 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

**Pinellas County, a political subdivision of the State of Florida,**

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

Clearwater Reed Act Building Clearwater 33765 Pinellas  
(Name of Building) (City) (Zip Code) (County)

Florida, described as follows:

**All net rentable office space in the Clearwater Reed Act Building and parking lot, said building located at 2312 Gulf-to-Bay Boulevard, Clearwater, FL 34618**

which shall constitute an aggregate area of **10,418** square feet of net rentable space, at the rate of **One and 91/100 Dollars (\$1.91)** per square foot per year. The Lessor shall also provide **all existing** 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 **July, 2003**, to and including **June 30, 2006**, thereafter *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 **One Thousand Six Hundred Fifty-Eight and 29/100 Dollars (\$1,658.20)** 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, quarterly, *in advance, by the 15<sup>th</sup> of the quarter* of occupancy. The rentals shall be paid to the Lessor at the following address:

*Agency for Workforce Innovation, Attn: Financial Management, Revenue, The Caldwell Building, 107 East Madison Street, Tallahassee, Florida 32399-4102*

**III. HEATING, AIR CONDITIONING AND JANITOR SERVICES:**

1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and Lessee 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 Lessee. **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 Lessee 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 Lessee 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 Lessee 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 Lessee 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 Lessee agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessee.

**VI. UTILITIES:**

That the Lessee 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 Lessee shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessee 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:**

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:**

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

The Caldwell Building, B030, 107 East Madison Street, Tallahassee, Florida 32399-4102

(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

WorkNet Pinellas

4525 140th Avenue North, Suite 206, Clearwater, FL 33762

(Street)

(City)

(Zip Code)

Invoices shall be submitted monthly to: **WorkNet Pinellas  
4525 140th Avenue North, Suite 906, Clearwater, FL 33762**

Copies of invoices and notices will be sent to: **General Services, Real Estate Management Division,  
Real Estate Administrator, 201 Rogers Street, Clearwater, FL 33756**

**XXIV. 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.

**XXV. ADDITIONAL TERMS:**

(Check One)

All additional covenants or conditions appear on attached Addendum(s) \_\_\_\_\_ I \_\_\_\_\_

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**

<p>Signed, sealed and delivered in the presence of:</p> <p><u>K. SC. HUMANA KLR</u> <u>B. Jackson</u></p>	<p>LESSOR: STATE OF FLORIDA, AGENCY FOR WORKFORCE INNOVATION</p> <p>BY: <u>Robert Monroe</u> Robert Monroe, General Services Officer</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>[Signature]</u> Mindy K. Raymaker, Acting General Counsel Approval Date <u>7/16/03</u></p>
<p>AS TO Robert Monroe, General Services Officer</p>	<p>LESSEE: Pinellas County By and through its Board of County Commissioners</p> <p>By: <u>Karen Williams Seed</u> Chairman</p>	<p>APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES. OFFICE OF COUNTY ATTORNEY BY LESSOR</p> <p>By: <u>[Signature]</u> Sr. Asst. County Attorney</p>
<p>ATTEST: Karleen F. DeBlaker Clerk of the Circuit Court</p> <p>By: <u>[Signature]</u> Deputy Clerk</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>[Signature]</u> Mindy K. Raymaker, Acting General Counsel Approval Date <u>7/16/03</u></p>	

**Addendum I**  
**Lease 000:1653**  
**Responsibilities**  
**Effective July 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.

The Lessee will maintain the following:

1. Janitorial Services
2. Janitorial Supplies (toilet tissue, paper towels, soap, etc.)
3. Pest Control
4. Security Services (guards and alarm system/monitoring)
5. Waste Management
6. Electrical Utilities
7. Water and Sewer
8. Daily Electrical Repairs (light fixtures, power outlets, light switches, electrical panel breakers)
9. Plumbing repairs (water closets, lavatories, sinks, water fountains, interior water piping and related valves)
10. Lawn Maintenance and Sprinkler Systems, including water supply well pumps
11. HVAC maintenance (heat, ventilation, air conditioning)
12. Fire Alarm System, including fire alarm components, sprinkler piping and heads and fire extinguishers
13. Tangible property insurance or self insurance

LESSOR: STATE OF FLORIDA  
AGENCY FOR WORKFORCE INNOVATION

BY: Robert Monroe  
Robert Monroe, General Services Officer

LESSEE: PINELLAS COUNTY  
By and through its BOARD OF COUNTY COMMISSIONERS

By: Karen Williams Seel  
Chairman  
ATTEST: KARLEEN F. De BLAKER  
CLERK OF THE CIRCUIT COURT  
By: William A. Seal  
Deputy Clerk

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
BY LESSOR TO PROPER EXECUTION  
Stephanie Richardson  
Attorney



**LEASE AGREEMENT**  
Lease No.: 000:1653

THIS LEASE AGREEMENT, ENTERED INTO THIS 1st DAY OF January, 2000 A.D. BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY, DIVISION OF ADMINISTRATIVE SERVICES, PARTY OF THE FIRST PART, HEREINAFTER CALLED THE LESSOR, AND DIVISION OF Workforce and Employment Opportunities, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE LESSEE.

WITNESSETH:

That the lessor, for and in consideration of the covenants and agreements hereinafter 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 Tallahassee, Leon County, Florida described as follows: Office space at 2312 Gulf-to-Bay Boulevard, Clearwater, Florida which shall constitute an aggregate area of 10,120 square feet of useable space measured from the base of the interior walls of the demised premises plus a percentage of the common areas which measures 0 square feet for a total of 10,120 square feet.

**I. TERM**

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day January, 2000 A.D., on a month-to-month basis until terminated by the Lessor.

**II. RENTALS**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for a term set out in this lease and the Lessee agrees to pay the Lessor the prevailing Operations and Maintenance Rate as determined by the Bureau of Administrative Support per month for the rental period described in Article I of this lease. The rent shall be payable on the first day of each subsequent month. 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 approval by the Reed Act Building Committee.

**III. UTILITIES, JANITORIAL, MAINTENANCE AND REPAIRS**

The Lessor agrees to furnish all gas, water, power, heating, air conditioning, janitorial services, and interior and exterior maintenance for the leased premises in accordance with generally accepted good practices. Heating and air conditioning services shall be provided for normal working hours, which shall include 7:30 A.M. to 5:30 P.M., Monday through Friday, excluding state holidays. The Lessee is responsible for any remodeling of the interior of its individual area and all costs of such remodeling. The Lessee must obtain prior written approval of the Lessor for any such remodeling.

**IV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, with or without notice to the Lessee, 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 it is required to make under the terms of this lease. The Lessor may enter at any time for the purpose of protection of the premises.

**V. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises or any use of occupancy thereof contrary to the laws of the State of Florida or the ordinances of Pinellas County now or hereinafter made. The Lessee must also abide by the Policy for Agency Owned Facilities. The Lessee may sublease any portion of its individual area upon obtaining prior written approval of the Lessor for any such subleasing. This lease agreement shall not be assignable by Lessee.

**VI. NOTICES**

All notices to be sent to the Lessor shall be sent to:

Leasing Manager

2670 Executive Center Circle West, Suite 280, Tallahassee, Florida 32399-2168  
(address) (city, state) (zip code)

All notices to be sent to the Lessee shall be sent to:

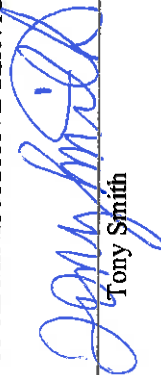
Division Director

1520 Executive Center Drive, 300 Atkins Building, Tallahassee, Florida 32399-0067  
(address) (city, state) (zip code)

**VII. DEFINITION OF TERMS**

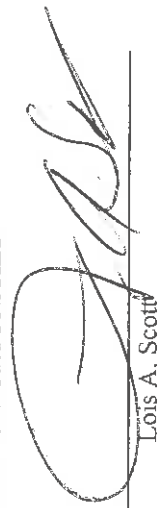
- (a) The term "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extension, or modifications of this lease.
- (b) The term "Lessor" and "Lessee" shall include the successors for the parties hereto.
- (c) The singular shall include the plural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

**LESSOR:** DEPARTMENT OF LABOR  
AND EMPLOYMENT SECURITY  
DIVISION OF ADMINISTRATIVE SERVICES

BY:   
Tony Smith

TITLE: Division Director

**LESSEE:** DIVISION OF WORKFORCE AND  
EMPLOYMENT OPPORTUNITIES

BY:   
Lois A. Scott

TITLE: Division Director

LEASE AGREEMENT  
Lease No.: 000:1653

THIS LEASE AGREEMENT, ENTERED INTO THIS 1st DAY OF January, 20 00 A.D. BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY, DIVISION OF ADMINISTRATIVE SERVICES, PARTY OF THE FIRST PART, HEREINAFTER CALLED THE LESSOR, AND DIVISION OF Unemployment Compensation, PARTY OF THE SECOND PART, HEREINAFTER CALLED THE LESSEE.

WITNESSETH:

That the lessor, for and in consideration of the covenants and agreements hereinafter 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 Tallahassee, Leon County, Florida described as follows: Office space at 2312 Gulf-to-Bay Boulevard, Clearwater, Florida which shall constitute an aggregate area of 880 square feet of useable space measured from the base of the interior walls of the demised premises plus a percentage of the common areas which measures 0 square feet for a total of 880 square feet.

**I. TERM**

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day January, 20 00 A.D., on a month-to-month basis until terminated by the Lessor.

**II. RENTALS**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for a term set out in this lease and the Lessee agrees to pay the Lessor the prevailing Operations and Maintenance Rate as determined by the Bureau of Administrative Support per month for the rental period described in Article I of this lease. The rent shall be payable on the first day of each subsequent month. 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 approval by the Reed Act Building Committee.

**III. UTILITIES, JANITORIAL, MAINTENANCE AND REPAIRS**

The Lessor agrees to furnish all gas, water, power, heating, air conditioning, janitorial services, and interior and exterior maintenance for the leased premises in accordance with generally accepted good practices. Heating and air conditioning services shall be provided for normal working hours, which shall include 7:30 A.M. to 5:30 P.M., Monday through Friday, excluding state holidays. The Lessee is responsible for any remodeling of the interior of its individual area and all costs of such remodeling. The Lessee must obtain prior written approval of the Lessor for any such remodeling.

**IV. RIGHT OF LESSOR TO INSPECT**

The Lessor, at all reasonable times, with or without notice to the Lessee, 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 it is required to make under the terms of this lease. The Lessor may enter at any time for the purpose of protection of the premises.

**V. USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises or any use of occupancy thereof contrary to the laws of the State of Florida or the ordinances of Pinellas County now or hereinafter made. The Lessee must also abide by the Policy for Agency Owned Facilities. The Lessee may sublease any portion of its individual area upon obtaining prior written approval of the Lessor for any such subleasing. This lease agreement shall not be assignable by Lessee.

**VI. NOTICES**

All notices to be sent to the Lessor shall be sent to:

Leasing Manager  
2670 Executive Center Circle West, Suite 280, Tallahassee, Florida 32399-2168  
(address) (city, state) (zip code)


All notices to be sent to the Lessee shall be sent to:

Division Director  
107 East Madison Street Tallahassee, Florida 32399-0200  
(address) (city, state) (zip code)

**VII. DEFINITION OF TERMS**

- (a) The term "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extension, or modifications of this lease.
- (b) The term "Lessor" and "Lessee" shall include the successors 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.

LESSOR: DEPARTMENT OF LABOR  
AND EMPLOYMENT SECURITY  
DIVISION OF ADMINISTRATIVE SERVICES

BY:   
Tony Smith

TITLE: Division Director

LESSEE: DIVISION OF UNEMPLOYMENT  
COMPENSATION

BY:   
Ken Holmes

TITLE: Division Director