

**Ron DeSantis**  
GOVERNOR



September 4, 2020

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**NOTICE OF RENTAL RATE**

**SEP 14 2020**

Mr. Ted Ehrlichman, President/CEO  
CareerSource Suncoast  
1112 Manatee Ave, East  
Bradenton, FL 34208

Re: Lease No. 000:1663-0, Sarasota

Dear Mr. Ehrlichman:

This is to inform you that the base rental rate for FY 2020/2021 at the above referenced location will increase from \$10.94/square foot to \$13.98/square foot effective November 1, 2020. A rate increase is necessary to ensure that sufficient revenue is available to cover the costs of operating and maintaining department-owned buildings (i.e. utilities, janitorial services, maintenance and repairs, landscaping, building insurance, etc.).

This letter should be placed in your lease file for all leases with the Department of Economic Opportunity. If you have any questions, please contact my Leasing Manager, Ramone Smith, at (850) 245-7469.

Sincerely,  
  
Ramone L. Smith, Chief  
Bureau of General Services

RS/mg

cc: Ms. Susan Lincoln

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

OCT 04 2002



Jeb Bush  
Governor  
Lucy Hadi  
Acting Director

October 1, 2002

Suncoast Workforce Dev. Board, Inc.  
Attn: Ms. Robin Dawson  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, FL 34234


Dear Ms. Dawson:

Enclosed is an executed copy of the lease for the Sarasota (Reed Act) Building.

Thanks you for your assistance in this endeavor.

Should you have any questions, please contact me at (850) 245-7467.

Sincerely,



Larry Schumaker  
Leasing Manager

/ls

enclosure(s)



FEB 14 2011

Rick Scott  
Governor  
Cynthia R. Lorenzo  
Director

February 10, 2011

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**NOTICE OF RENTAL RATE**

*Rent Increase  
SOS  
PY 2011-12*

Ms. Mary Helen Kress, President & CEO  
Suncoast Workforce Board, Inc.  
3660 N. Washington Boulevard  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0, Sarasota

Dear Ms. Kress:

This is to inform you that the base rental rate for FY 2011-12 at the above referenced location will increase from \$10.00/square foot to \$10.45/square foot effective July 1, 2011. As you are aware, the Agency has not had a rate increase since July 2007. A rate increase has become necessary at this time to ensure that sufficient revenue is available to cover the costs of operating and maintaining agency-owned buildings (i.e. utilities, janitorial services, maintenance and repairs, landscaping, building insurance, etc.).

This letter should be placed in your lease file for all leases with the Agency for Workforce Innovation. If you have any questions, please contact my Leasing Manager, Ramone Smith, at (850) 245-7469.

Sincerely,

Robert Monroe  
Process Manager

RM/gsg

cc: Ms. Betty Caswell

**Agency for Workforce Innovation - Office of General Services**  
The Caldwell Building, MSC B047 • 107 E. Madison Street • Tallahassee • Florida 32399-4102  
Phone 850-245-7455 • Fax 850-245-7470 • (TTY/TDD 1-800-955-8771 – Voice 1-800-955-8770)

For more information go to [www.myflorida.com](http://www.myflorida.com)

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MAY 3 2010

Charlie Crist  
Governor  
Cynthia R. Lorenzo  
Director

April 27, 2010

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**NOTICE OF RENTAL RATE**

Ms. Mary Helen Kress, President & CEO  
Suncoast Workforce Board, Inc.  
3660 N. Washington Boulevard  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0, Sarasota

Dear Ms. Kress:

We are pleased to inform you that rental rates for FY 2010-11 will not increase and as a result will remain at \$10.00/square foot through June 30, 2011. This continued rate is necessary to ensure that sufficient revenue is available to cover the costs of operating and maintaining agency-owned buildings.

This letter should be placed in your lease file for all leases with the Agency for Workforce Innovation. If you have any questions, please contact my Leasing Manager, Ramone Smith, at (850) 245-7469.

Sincerely,

Robert Monroe  
Process Manager

RM/gsg

cc: Ms. Betty Caswell

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APR 17 2008

Charlie Crist  
Governor  
Monesia T. Brown  
Director

April 11, 2008

S.f. 17,151

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**NOTICE OF RENTAL RATE**

Ms. Mary Helen Kress, President & CEO  
Suncoast Workforce Board, Inc.  
3660 N. Washington Boulevard  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0, Sarasota

Dear Ms. Kress:

We are pleased to inform you that rental rates for FY' 2008-09 will not increase and as a result will remain at \$10.00/square foot until June 30, 2009. This continued rate is necessary to ensure that sufficient revenue is available to cover the cost of operating and maintaining agency buildings.

This letter should be placed in your lease file for all leases with the Agency for Workforce Innovation. If you have any questions, please contact my Leasing Manager, Ramone Smith, at (850) 245-7469.

Sincerely,

Robert Monroe  
Process Manager

RM/gsg

cc: Ms. Betty Caswell

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JUN 04 2007

Charlie Crist  
Governor  
Monesia T. Brown  
Director

May 30, 2007

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**NOTICE OF RENTAL RATE INCREASE**

Ms. Mary Helen Kress, Executive Director  
Suncoast Workforce Development Board, Inc.  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0, Sarasota  
3660 N. Washington Blvd.

Dear Ms. Kress:

This is to inform you that the base rental rate for the above referenced location will increase from \$8.29/square foot to \$10.00/square foot effective July 1, 2007. This is the first increase in our rental rates in two years. While no one likes to see rate increases, the costs of maintaining agency buildings have risen as the buildings have gotten older. This rate increase is necessary to cover these increased operating and maintenance costs and to cover a decline in fund reserves. Even with this increase, we hope that you will find these rates to still be very competitive with local rates.

Please keep this letter in your lease file with the Agency for Workforce Innovation. If you have any questions, you may contact my Leasing Manager, Mr. Ramone Smith, at (850) 245-7469.

Sincerely,

Robert Monroe  
Process Manager

RM/gsg

cc: Ms. Betty Caswell

RY 07-08  
17,151 sq ft x \$10.00 =  
= 171,510.48 =

Agency for Workforce Innovation - Office of General Services  
The Caldwell Building, MSC B047 • 107 E. Madison Street • Tallahassee • Florida 32399-4102  
Phone 850-245-7455 • Fax 850-245-7470 • (TTY/TDD 1-800-955-8771 – Voice 1-800-955-8770)

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#14,292.50  
mth



Robin

Jeb Bush  
Governor

DEC 22 2006

Linda H. South  
Director

December 19, 2006

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Mary Helen Kress, Executive Director  
Suncoast Workforce Development Board, Inc.  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0, Sarasota  
3660 N. Washington Blvd.

Dear Ms. Kress:

This letter is to inform you that the base rental rate for the above referenced location will remain at \$8.29/per sq. ft. during FY '06-07. Although rental rates are being held constant this year, it is anticipated that rental rates for FY '07-08 will increase.

The cost of operating and maintaining agency-owned buildings has increased every year but the agency was able to absorb those costs from fund balance. Over the past few years, the fund's reserves have dwindled and will result in a rate increase for FY '07-08. Preliminary projections indicate that rates in FY '07-08 could increase from \$8.29/per sq. ft. to \$10.00/per sq. ft. for full service leases during this period.

If you have any questions, please contact my Leasing Manager, Ramone Smith, at (850) 245-7469.

Sincerely,

*Robert Monroe*

Robert Monroe  
Process Manager

RM/gsg

cc: Ms. Betty Caswell

*RM 07-08 17,151 sq feet x \$10.00/sq/ft  
= \$171,510 yr  
\$14,292.50 mth*

*from \$142,181.79  
FY 06-07*

Agency for Workforce Innovation - Office of General Services  
The Caldwell Building, MSC B047 • 107 E. Madison Street • Tallahassee • Florida 32399-4102  
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State of Florida  
Agency for Workforce Innovation

Lease No. 000:1663-0, Sarasota

**MODIFICATION #2**  
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>.”

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LESSOR:  
State of Florida  
Agency for Workforce Innovation

By: Robert Monroe  
Robert Monroe, General Services Officer

LESSEE:  
Suncoast Workforce Board, Inc.

By: Mary Helen Kress  
Mary Helen Kress, Executive Director





# Office of General Services

Number of pages including cover sheet: \_\_\_\_\_

Date: 3-6-06

To: Robin Dawson

From: Robert Monroe

Attn: \_\_\_\_\_

Phone: 941-361-6090

Phone: 850-245-7260

Fax phone: 941-361-6141

Fax phone: (850) 245-7470

CC: \_\_\_\_\_

REMARKS: Notice of Rate Increase

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107 East Madison Street, MSC 030  
Tallahassee, Florida 32399-4102

MAR 03 2006



Jeb Bush  
Governor  
Susan Pareigis  
Director

February 28, 2006

10,605.04

Suncoast Workforce Development Board, Inc.  
Attn: Walter Spruck  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, Florida 34234

Lease No. 000:1663-0

Dear Mr. Spruck:

12% increase

Enclosed is the invoice for the month of March for leased space your office occupies. The rate for the square footage changed from \$7.42 to \$8.29 per square foot effective July 2005. The new total due for each month is \$11,848.48.

Our records show that you have paid \$63,626.22 for the last two quarters and \$21,210.08 for the months of January and February, for a total of \$84,836.30. This leaves a balance at the new rate of \$9,947.76 for the months paid. The total due for this month is \$21,796.24, (\$11,848.48 current + \$9,947.76 past due adjustment).

The amount indicated above is now due and should be submitted to this office by March 14, 2006. Please reference lease number on payment.

If you have any questions, please contact Laura Eslinger at (850) 245-7369.

Sincerely,

Emily P. Burke  
Revenue Program Administrator I

EB/lae

**AGENCY FOR WORKFORCE INNOVATION  
ATTN: FINANCIAL MANAGEMENT  
107 E MADISON ST. SUITE 120, CALDWELL BLDG.  
TALLAHASSEE, FL. 32399-2162**

**INVOICE**

**Month Ending : 03/31/06  
Date : 02/28/06**

<p>Suncoast Workforce Development Board Inc. 1750 17th Street, Bldg. J-2 Sarasota, FL. 34234 (941) 361-6090</p>	<p><b>Notes :</b></p>	<p><b>LEASE NO.:</b> 000:1663-0 <b>BEG. DATE:</b> <b>END DATE:</b> <b>CONTACT PERSON:</b> Laura Eslinger <b>PHONE NO:</b> (850) 245-7369 <b>FAX NO:</b> (850) 245-7106</p>
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DESCRIPTION	SPACE OCCUPIED	UNIT COST	MONTHLY RENT
<b>RENTAL FOR MARCH</b> <i>April</i>	<b>17,151</b>	<b>\$ 8.29</b>	<b>\$ 11,848.48</b>
<b>UNDERPAYMENT JUL-DEC</b> <i>Feb</i>			<b>\$ 9,947.76</b>

**TOTAL DUE:** **\$ 21,796.24**

**FLAIR FUND CODE:** 75-20-2-600005 75100200 00  
**BENEFITING CATEGORY:** 001801  
**BENEFITING OBJECT:** 018021

11,848.48 new rate  
 10,605.04 paid  
 -----  
 1,243.44 diff  
 X 9 mths July<sup>05</sup> - Mar 06  
 -----  
 11,190.96 Back Rent



DEC 15 2004

Jeb Bush  
Governor  
Susan Pareigis  
Director

December 7, 2004

**NOTICE OF REDUCTION IN RENTAL RATE**

Suncoast Workforce Development Board, Inc.  
Attn: Mr. Walter Spruck  
Sarasota Reed Act Building  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, Florida 34234

Re: Lease No. 000:1663-0; Sarasota

3660 N. Washington Blvd.

Dear Mr. Spruck:

The Agency for Workforce Innovation has completed the Facilities Rate Plan for Fiscal Year 2004/5. Due to decreased operating and maintenance costs, pursuant to section XIII of the above referenced lease agreement, the rental rate will decrease for the above referenced location effective July 1, 2004.

The rental rate will decrease from \$7.87/square foot to \$7.42/square foot. Your Department/Agency has been credited for \$3,858.98 for the period of July 1, 2004 through December 31, 2004. The invoice for January 2005 will indicate a reduction to \$6,746.06. Effective February 2005, the new monthly rate will be \$10,605.04.

If you have any questions, please contact my Leasing Manager, Larry Schumaker, at (850) 245-7467.

Sincerely,

Robert Monroe  
General Services Officer

RM/lis

STATE OF FLORIDA

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

ZONE:

LEASE NO.: 000:1663-0

MODIFICATION NO.: 1

WHEREAS, the Suncoast Workforce Board, Inc., as Lessee, has previously entered into Lease Number 000:1663-0, on September 10, 2002, A. D., effective October 1, 2002, A. D., which now consists of 18,462 square feet at a monthly rate of \$ 12,231.08, 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 Sarasota Reed Act Building (22,652SF) minus 4,190 SF of space occupied by the Department of Education (Vocational Rehabilitation and Apprenticeship) in the Sarasota (Reed Act) Building for a net of 18,462 SF, said building located as 3660 N. Washington Blvd. (US 301), Sarasota, Florida 34234**

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 18,462 square feet to 17,151 square feet, thereby resulting in a net **decrease** of 1,311 square feet of space. (Description of area)

**All net rentable office space in the Sarasota Reed Act Building (20,154 SF) minus 3,003 SF of space occupied by the Department of Education (Vocational Rehabilitation and Apprenticeship) in the Sarasota (Reed Act) Building for a net of 17,151 SF, said building located as 3660 N. Washington Blvd. (US 301), Sarasota, Florida 34234**

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 Twelve Thousand Two Hundred Thirty One and 08/100 dollars (\$12,231.08) to Eleven Thousand Two Hundred Forty Eight and 20/100 dollars (\$11,248.20)

and;

2. The covenants and conditions contained in the original **State of Florida, Agency for Workforce Innovation's** Lease Agreement No. 000:1663-0, 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 29<sup>th</sup> day of JULY, 2003, A.D.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> K. SCHUMAKER</p> <p><u>[Signature]</u> Belinda George</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>[Signature]</u> (SEAL) Robert Monroe, General Services Officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>[Signature]</u> Robin Dawson</p> <p>AS TO Mary Helen Kress, Executive Director</p>	<p>LESSEE:</p> <p>Suncoast Workforce Board, Inc.</p> <p>By: <u>[Signature]</u> ● Mary Helen Kress, 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>[Signature]</u> Mindy Raymaker, Acting General Counsel</p> <p>APPROVAL DATE: <u>7/28/03</u></p>



7.87 sq  
foot

celia  
has a copy

AUG 01 2003

Jeb Bush  
Governor  
Susan Pareigis  
Director

July 29, 2003

Mary Helen Kress  
Suncoast Workforce Development Board, Inc.  
1750 17<sup>th</sup> Street, Bldg. J-2  
Sarasota, Florida 34234

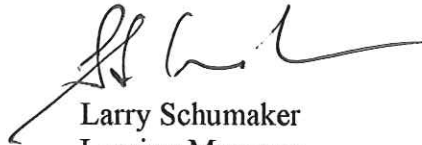
Re: Lease: 000:1663-0  
Location: Sarasota, Sarasota County

Dear Ms. Kress:

Enclosed is one fully executed copy of the above referenced lease for the Sarasota Reed Act Building.

If you have any questions concerning this matter, please contact Larry Schumaker, at (850) 245-7467.

Sincerely,



Larry Schumaker  
Leasing Manager

/ls

enclosure(s)





9

effective 10/1/02 until cancelled by either party

STATE OF FLORIDA

AGENCY FOR WORKFORCE INNOVATION LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 10th day of September 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

Suncoast Workforce Board, Inc.

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

Sarasota (Reed Act) Building Sarasota 34234 Sarasota (Name of Building) (City) (Zip Code) (County)

Florida, described as follows:

All net rentable office space in the Sarasota Reed Act Building (22,652SF) minus 4,190 SF of space occupied by the department of Education (Vocational Rehabilitation and Apprenticeship) in the Sarasota (Reed Act) Building for a net of 18,462 SF, said building located at 3660 N. Washington Blvd. (US 301), Sarasota, Florida 34234

which shall constitute an aggregate area of 18,462 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 all 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 October, 2002, 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 Twelve Thousand Two Hundred Thirty One and 08/100 (\$12,231.08) 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 5th 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, MSC 210-01, Tallahassee, Florida 32399-4131.

### 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 continuance 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 leasehold.

### 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, MSC B-030, Tallahassee, Florida 32399-4012  
(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

Suncoast Workforce Board, Inc., 1750 17<sup>th</sup> Street, Bldg. J-2, Sarasota, FL 34234  
(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**



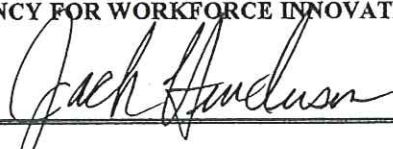

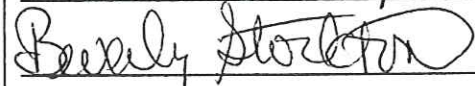

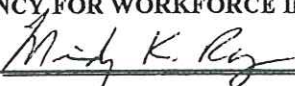
(Check One)

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>L. SCHUMAKER</u> </p> <p><u>Becky Tanamore</u> </p> <p>AS TO Jack Henderson, General Services Officer</p>	<p>LESSOR: STATE OF FLORIDA, AGENCY FOR WORKFORCE INNOVATION</p> <p>BY: <u>Jack Henderson</u> </p> <p>Jack Henderson, General Services Officer</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><u>Robin Dawson</u> </p> <p><u>Beverly Storkton</u> </p> <p>AS TO Mary Helen Kress, Executive Director</p>	<p>LESSEE: SUNCOAST WORKFORCE BOARD, INC.</p> <p>By: <u>Mary Helen Kress</u> </p> <p>Mary Helen Kress, 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 K. Ray</u> </p> <p>Mindy K. Raymaker, Acting General Counsel</p> <p>Approval Date: <u>9/17/02</u></p>	<p> </p>

**Addendum I**  
**Lease 000:1663; Sarasota**  
**Responsibilities**  
**Effective October 1, 2002**

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, General Services Officer

LESSEE:

SUNCOAST WORKFORCE BOARD, INC.

By: 

Mary Helen Kress, Executive Director