

## **AGREEMENT OF LEASE**

This Lease Agreement ("Lease") executed this 29th day of June 2015, by Chipola Land & Development Company, Inc., a Florida Corporation, whose address is 4636 Highway 90 East, Suite L Marianna, Florida 32446, "LANDLORD" and Chipola Regional Workforce Development Board, Inc. whose address is 4636 Highway 90 East, Suite K, Marianna, Florida 32446, "TENANT" for the real property and improvements more particularly described herein

### **WITNESSETH:**

The LANDLORD leases to the TENANT the Premises pursuant to the terms, covenants, and conditions set forth below:

- 1. THE PREMISES:** The LANDLORD has leased to the TENANT the real property located at 4636 Highway 90 East, Marianna, Florida. The space shall be known herein as "Premises". The building and other improvements associated with its operation and the land upon which it is located is hereafter called "Building", more specifically described in Exhibit "A" attached hereto.
- 2. IMPROVEMENTS TO PREMISES:** LANDLORD shall deliver the Premises to TENANT at the inception of the Term of this Lease in "As is" condition.
- 3. TERM:** The Term of this Lease "Term" commences on July 1, 2015 and ends at 12:00 P.M. on June 30, 2021. The TENANT, in connection with this lease, is hereby granted an option to extend the lease for two (2) additional three-year periods thereafter at the rate shown in Exhibit "C" attached hereto. The TENANT agrees to notify LANDLORD of it's intent to exercise such option within 90 days of the expiration date of the initial term.
- 4. RENTAL:** TENANT, in consideration of the premises herein set forth, agrees to pay LANDLORD, by check payable to LANDLORD and delivered to their above address, as base rent for the above-described premises, the sum of \$675,000 payable as described in Exhibit "C" attached hereto. A charge of fifty dollars (\$50.00) shall be due on any Base Rent not received by the tenth (10<sup>th</sup>) of the month.
- 5. BUILDING REGULATIONS:** TENANT shall obey all rules and regulations of the Building as imposed by the LANDLORD and set forth in Exhibit "B" and incorporated as a part of this Lease. The rules and regulations are in addition to, and shall not be construed to modify or amend this Lease in any way. LANDLORD shall have the right to make changes or additions to such rules and regulations provided such changes or additions, except those affecting the safety

and operation of the Building or Premises, do not unreasonably affect TENANT'S use of Premises. LANDLORD shall not be liable for failure of any TENANT to obey such rules and regulations. Failure by LANDLORD to enforce any current or subsequent rule or regulation against any TENANT of the Building shall not constitute a waiver thereof.

**6. USE OF PREMISES:** TENANT shall use and occupy the Premises as a commercial office building only. TENANT agrees to restrict the use to such purpose, and not to use, or permit the use of, the premises for any other purpose without first obtaining the consent in writing of LANDLORD, or of LANDLORD'S authorized agent.

**7. COMPLIANCE WITH LAW:** TENANT shall not knowingly use the Premises in any way which conflicts with law, statute, ordinance, or governmental rule or regulation applicable to the TENANT or the Premises, now in force or which may hereafter be enacted or promulgated.

**8. SALES AND PERSONAL PROPERTY TAXES:** TENANT agrees to pay, before delinquency, and all taxes of whatever kind or nature levied or assessed and which become payable during the Term upon TENANT'S equipment, furniture, fixtures and other personal property located in the Premises and shall also pay any and all sales, use, excise or similar taxes which arise from or relate to the Leasehold herein conveyed or the payments required hereunder which by law are required to be paid by the TENANT. The sales, use or excise taxes shall be paid at the same time rental payments are made.

Notwithstanding the above, should TENANT qualify for exemption from such taxes, TENANT shall provide to LANDLORD, in a form suitable to LANDLORD, evidence of such exemption on or before the due date of the first rental payment.

**9. REAL ESTATE TAXES:** The LANDLORD shall pay all ad valorem taxes, real estate taxes and special assessments imposed on the Premises and in connection therewith shall have the right at their own expense and cost to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes or assessments assessed to or levied upon the Premises. Provided, however, the LANDLORD shall fully indemnify and save the TENANT harmless from all losses, costs, damage and expense incurred or to be incurred or suffered by the TENANT resulting from such contest or assessment or taxes.

**10. HOLDING OVER:** If TENANT shall, with the written consent of LANDLORD, continue to occupy all or any portion of the Premises following the expiration or sooner termination of the Lease, such occupancy shall be deemed a month-to-month tenancy which may be terminated by either LANDLORD or TENANT in accordance with then applicable law. During such tenancy, TENANT agrees to pay LANDLORD monthly the then Building scheduled rental rate or the rental due for the month preceding the expiration or termination, whichever amount is greater and TENANT further agrees to be bound by all other applicable terms and provision of this Lease. If LANDLORD shall not give written consent to continue occupancy of the Premises by TENANT, TENANT shall, until possession of the Premises has been surrendered to LANDLORD, pay to LANDLORD monthly rent equal to two (2) times the then Building

scheduled rental rate for the Premises.

**11. SURRENDER OF PREMISES:** Upon the termination of the Lease Term, by lapse of time or otherwise, the TENANT shall surrender the Premises in the same condition as they have been received, reasonable use and wear and damage by the elements and casualty only excepted. All Leasehold or Building improvements, such as carpeting and padding, light fixtures and heating and air conditioning equipment, built-in furniture, window treatment and any construction work done by the TENANT shall, when installed or completed, attach to the freehold and become and remain in the property of the LANDLORD. TENANT may, at the expiration of said Term, remove all the TENANT'S signs and trade fixtures which can be removed without costly injury to, or undue defacement of said Premises, provided all rents stipulated are paid in full and TENANT is not otherwise in default hereunder, and that any and all damage to the demised Premises or to the LANDLORD'S Premises (resulting from or caused by such removal) shall be promptly repaired at TENANT'S expense.

**12. SERVICES FURNISHED BY TENANT:** TENANT shall provide electricity, water, janitorial, refuse removal and all other normal operating costs associated with the lease of the premises.

**13. REPAIRS BY LANDLORD:** LANDLORD shall, at LANDLORD'S expense, keep the roof, exterior walls, all structural portions of the Building of which the Premises are part, Building plumbing and electrical service, air conditioning and heating, and windows and doors in good repair and first-class Tenantable condition during the Lease Term. TENANT, at their own expense, shall repair any damage to the Premises caused by TENANT, reasonable wear and tear excepted. TENANT will be responsible for normal routine maintenance of the interior of the Premises (including Premises plumbing, electrical, and air conditioning and heating) and any decorating or redecorating of the Premises during the Lease Term.

**14. INSPECTION:** The LANDLORD, or their representatives, successors and assigns, shall have free access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such actions as may be necessary to protect the Premises from loss or damage. The LANDLORD'S right of entry and inspection rights shall be subject to the reasonable security requirements of the TENANT.

**15. INDEMNIFICATION AND HOLD HARMLESS:** LANDLORD and TENANT will indemnify and save harmless the other and their agents expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions of any kind and nature, including attorney's fees, for injury (including deaths) to persons or damage to property rights occurring in, on or about the Premises, or any part thereof (including, without limiting the generality of the foregoing, stairways, passageways or hallways) when any such injury or damage shall be caused or result in whole or in part by any act, negligence, or fault or omission of any duty by such party, its agents, servants, employees, or licensees or invitees, or by any person under the control or direction of such party.

The LANDLORD and TENANT will further indemnify and save harmless the other party for all

liability, claims and other items above mentioned, arising or growing out of or connected with any breach, violation, nonperformance, or failure to abide by any covenant, condition, agreement or provision contained in the Lease on the part of the party to be kept, performed, compiled with or abided by, or the violation of governmental law, rule or regulation.

**16. TITLE STATUS:** The LANDLORD represent they own the Premises in fee simple, subject only to encumbrances, easements and restrictions which will not interfere with the Intended Use of the Premises, and that they have the full right, power and authority to enter into this Lease for the Term and all renewal options herein granted.

**17. DAMAGE BY FIRE OR OTHER CASUALTY:** If the Premises or a portion thereof at any time during the Term of the Lease, or any extension thereof, is damaged by fire or other casualty, this Lease shall remain in full force and effect, and LANDLORD shall promptly repair such damage at their expense. If the damage to the Premises is sufficient to cause an adverse effect upon the utility of the Premises to TENANT, the rent shall be reduced or abated by an amount which reflects the adverse effect on TENANT, such reduction or abatement commencing from the date of the damage and continuing until the Premises are fully restored or the TENANT recovers full use of the Premises, whichever shall first occur.

If the parties cannot agree upon the amount of the rent reduction, the questions shall be submitted to and decided by a mediator, and decision thereon shall be binding on LANDLORD and TENANT.

In any event, whether the damage or casualty be partial or total, the LANDLORD shall expeditiously repair and restore the Premises to a condition equal to or better than that which existed immediately prior to the casualty.

**18. INSURANCE:** TENANT shall procure and maintain in force during the term of this lease, and any extension thereof, at TENANT'S sole expense, public liability insurance, in companies and through brokers approved by LANDLORD, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of \$1,000,000.00 for each person injured; \$1,000,000.00 for any one accident; and \$50,000.00 for property damage. Such insurance policies shall provide coverage for LANDLORD'S contingent liability on such claims or losses. A copy of the policies shall be delivered to the LANDLORD upon request. Tenant agrees to obtain a written obligation from the insurers to notify LANDLORD in writing at least twenty (20) days prior to cancellation or refusal to renew any such policies. Tenant agrees that if such insurance policies are not kept in force during the entire term of this lease, and any extension thereof, LANDLORD may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to LANDLORD as an additional rent installment for the month following the date on which such premiums are paid.

The parties agree and acknowledge that the LANDLORD may carry, at their expense, comprehensive casualty insurance on the improvements to the real property, but that the benefits and proceeds of such insurance shall inure to the sole benefit and account of the LANDLORD.

TENANT shall be entitled and is encouraged to procure, at their expense, business interruption, tenant's contents, or other insurance protecting the tangible or intangible personal property interests of TENANT under this lease and in the contents of the building belonging to TENANT.

**19. LIENS:** Notice is hereby given that the LANDLORD shall not be liable for any work, labor or materials furnished or to be furnished upon credit to or for the TENANT or anyone claiming under the TENANT, and that no mechanic's or other liens for any such work, labor or materials shall attach to or affect the estate or interest of the LANDLORD in and to the Premises. At the election of the LANDLORD, appropriate notices regarding the provisions of the paragraph shall be prepared in recordable form, and shall be executed by LANDLORD and TENANT and recorded in the Public Records of Jackson County, Florida. If any mechanic's lien or notice or claim thereof is filed against the Premises with respect to work, labor or materials furnished or to be furnished to the TENANT, or anyone claiming under the TENANT, TENANT shall within sixty (60) days from the date of filing, cause the same to be withdrawn, discharged or removed by deposit, bonding proceedings or otherwise. If the TENANT fails to do so, the LANDLORD may do so and may pay any judgment recorded by any such lienor. TENANT shall immediately reimburse the LANDLORD for all amounts paid pursuant to this provision and constitute an additional obligation of the TENANT under this Lease.

**20. ASSIGNMENT AND SUBLETTING:** TENANT shall not be entitled to assign this lease but will be allowed to sublease the leased premises to similar agencies or other non-profit organizations that share the mission of the TENANT, or as required by State mandate. TENANT shall notify LANDLORD in writing prior to any sublease with the name of the agency or non-profit, as well as information as to its related mission. Any such sublease shall be subject to all terms and conditions of this lease. In the event that any such sublease shall not be subject to all terms and conditions of this lease, then the sublease shall be null and unenforceable as against the LANDLORD. In the event of any default hereunder by TENANT, all rights to rents or monies payable for any such sublease shall be immediately payable to and shall be the property of LANDLORD.

If TENANT shall fail to perform or shall breach: a) any obligation under this Lease to pay monies unless termination is pursuant to paragraph 46; or b) any other obligation under this Lease other than for the payment of monies for thirty (30) days after written notice specifying the performance required shall have been given to TENANT; then LANDLORD may retain the services of an attorney, and TENANT shall reimburse and pay to LANDLORD all of LANDLORD'S expenses of enforcing or asserting any of its rights or TENANT'S obligations hereunder, including a reasonable attorney's fee for services in any trial, appellate or bankruptcy court.

**21. ALTERATIONS:** TENANT shall not make or allow to be made any structural or non-structural alterations, additions or improvements to or of the Premises or any part thereof without the express prior written consent of the LANDLORD, which consent will not be unreasonably withheld. If not in default, the TENANT may, but shall not be required to, at the end of the Term (or any extension thereof) remove its personal property and restore the Premises to Tenable condition. In the event the LANDLORD consents to the making of any structural

alterations, additions or improvements to the Premises by the TENANT, the same shall be made by the TENANT at the TENANT'S sole cost and expense. LANDLORD, at LANDLORD'S expense, is making various alterations to the premises to accommodate tenant in occupying the premises. TENANT will have no obligation to restore the premises to their pre-lease state upon termination of this lease.

**22. DEFAULTS:** The following events shall be TENANT defaults.

- (a) Failure to pay the rent promptly when the same shall become due and payable;
- (b) The TENANT shall fail to fully and promptly perform or comply with any term, provision, covenant or agreement of this Lease, other than the payment of Rent;
- (c) The TENANT shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law of statute of the United States of any state thereof; or the TENANT shall be adjudged bankrupt or insolvent in proceedings filed against the TENANT;
- (d) A Receiver or Trustee or Liquidator shall be appointed for all or substantially all the assets of the TENANT.

**23. DEFAULT REMEDIES:** Upon the occurrence of any event of default, other than termination pursuant to paragraph 46, after notification otherwise required herein, the LANDLORD may exercise each and all of the following remedies:

- (a) Terminate this Lease, in which event the TENANT shall immediately surrender the Premises to LANDLORD. The LANDLORD shall at all times have available all remedies, rights and proceedings available to the LANDLORD, with respect to the collection of rent or the repossession of the Premises under the Laws of the State of Florida.
- (b) The LANDLORD may do whatever the TENANT is obligated to do under the terms of this Lease. The TENANT agrees to reimburse the LANDLORD on demand for expenses, which the LANDLORD reasonably incurs, affecting compliance with the TENANT'S obligations under this Lease.
- (c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies or any other remedies provided or permitted by law, nor shall pursuit of any remedy constitute a forfeiture of waiver of any rent due to the LANDLORD, or of any damages accruing to the LANDLORD by reason of the violation or failure on the part of the TENANT to perform or comply with any of the terms, provisions, covenants, or agreements herein contained.

**24. DEFAULT NOTICE:** If there shall be an event of default resulting from nonpayment of Rent, LANDLORD shall not exercise any of the default remedies until such default continues for ten (10) days after written notice shall have first been given by the LANDLORD to the TENANT. If there shall be any other event of default (not of a rental nonpayment nature), the LANDLORD shall not exercise any of the remedies set forth until such default shall have continued for thirty (30) days after written notice of such default and demand to cure shall have been first given by the LANDLORD or TENANT.

**25. PERFORMANCE BY NON-DEFAULTING PARTY:** In the event either party fails to perform under the provisions of this Lease after notice and a reasonable time for performance, the other party may, at its option, take whatever reasonable action is deemed necessary to cure the failure to perform, and the defaulting party shall be responsible for all damages, costs, fees,

expenses, judgments, charges and reasonable attorney's fees incurred by the non-defaulting party in exercising the curative rights herein granted.

**26. EMINENT DOMAIN:** If all of the Premises, or such portion thereof as, in the TENANT'S reasonable judgment, will make the Premises unsuitable for the Intended Use, is condemned for any public use or purpose by any legally constituted authority, then, in either of any such events, this Lease shall terminate on the date when possession is taken by such public authority and the Rent and other TENANT obligations shall be apportioned as of the date when possession is taken. Such termination shall be without prejudice to the rights of either the LANDLORD or TENANT to recover compensation from the condemning authorities for any loss or damage caused by such condemnation. Neither the LANDLORD nor the TENANT shall have the right in or to any award made to the other by the condemning authority. In the event that a portion of the Premises is taken, such that the remaining property, is unsuitable for the purposes as set forth herein, then and in that event, the Rent and other charges provided by this Lease shall be adjusted to reasonably reflect the decrease in utilization of the Premises by the TENANT. If the LANDLORD and the TENANT cannot agree with regard to the decrease in rent and other charges, the issue shall be decided by mediation.

**27. ESTOPPEL CERTIFICATION:** TENANT shall at any time and from time to time within ten (10) days after written notice from the LANDLORD, execute, acknowledge and deliver to the LANDLORD a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, the date to which rental payments have been made, and acknowledging that there are not, to the TENANT'S knowledge, any uncured defaults by the LANDLORD hereunder or specifying any defaults which may be claimed. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the Premises.

**28. ATTORNMENT:** TENANT shall, on demand, in the event of a sale (including any foreclosure) or assignment of LANDLORD'S interest in the Demises Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as LANDLORD under this Lease.

**29. BANKRUPTCY OR INSOLVENCY:** If any proceeding shall be instituted by or against TENANT under the bankruptcy laws or other debtor relief laws of the United States of any state, or if TENANT shall make an assignment for the benefit of Creditors, or if TENANT'S interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver be appointed for TENANT, then, in the event of any such occurrence, and at the option of LANDLORD, the same shall constitute a breach of this Lease by TENANT.

**30. ATTORNEY'S FEES:** The defaulting party agrees to pay to the non-defaulting party any costs and reasonable attorney's fees, including any appellate attorney's fees, which may be incurred by the non-defaulting party in the enforcement of any of the terms and conditions of this Agreement. The court shall determine and apportion any award for such costs and fees.

**31. AGENT:** TENANT represents and warrants that there are no claims or rights to claims for

brokerage commissions or finder's fees or similar compensation in connection with this Lease which arise out of any act or agreement of TENANT, and TENANT agrees to indemnify LANDLORD against and to hold harmless from all liabilities arising from any such claim, including reasonable attorney's fees.

**32. NON-WAIVER:** The waiver by the parties of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same of any other term, covenant or condition contained in this agreement. The subsequent acceptance of rent by the LANDLORD shall not be deemed to be a waiver of any preceding breach by the TENANT of any term, covenant or condition of this Lease.

**33. NOTICES:** All notices provided for in the Lease shall be sent or delivered by registered certified mail to the parties, return receipt requested, at the addresses set forth below or at such other addresses as the parties shall designate to each other in writing:

**LANDLORD:**

Chipola Land & Development Co, Inc  
P.O. Box 1564  
Marianna, Florida 32447

**TENANT:**

Chipola Regional Workforce Development  
Board, Inc  
4636 Highway 90, Ste K  
Marianna, Florida 32446

Any notice or demand to given, delivered, or made by United States mail shall be deemed so given, delivered or made on the third business day after same is deposited in the United States mail, registered or certified mail, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered, or made.

LANDLORD and TENANT shall from time to time notify the other of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this paragraph.

**34. CAPTIONS:** Captions of each paragraph are added as a matter of convenience only and have no effect in the construction of any provision of this Lease.

**35. TIME:** Time is of the essence of this Lease and each and all of its provisions.

**36. CUMULATIVE REMEDIES:** All of the rights, powers, and privileges conferred by this Lease upon the parties shall be cumulative, shall be in addition to those otherwise provided by law and shall not be deemed to preclude those rights and remedies provided by law unless otherwise limited herein.



**37. ENTIRE AGREEMENT AND MODIFICATION:** This Lease contains the entire agreement of the parties, supersedes all prior agreements, including letters of intent and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this instrument shall be of any force or effect. No amendment, modification, or variation of this Lease or any of its terms or provisions shall be effectual, binding or valid unless and until; the same is reduced to writing and executed by the parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the term thereof shall constitute a waiver of the right to demand exact compliance with the terms of this Lease. This Lease shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the LANDLORD and the TENANT have contributed substantially and materially to the preparation of this Lease.

**38. LANDLORD'S COVENANT OF QUIET ENJOYMENT:** So long as TENANT is not in default under the conditions and during the Term of this Lease and any extension of said Term, TENANT'S quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by anyone claiming by, through or under LANDLORD.

**39. PRORATIONS:** Rental and other amounts owed by the TENANT shall be prorated between LANDLORD and TENANT at the commencement and end of the Lease Term, unless otherwise herein agreed to the contrary.

**40. SUCCESSORS AND ASSIGNS:** The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to heirs, administrators, and assigns of the parties hereto.

**41. MEDIATION:** Where specifically provided in this Lease, mediation shall occur pursuant to the then current rules and regulations for mediation, using one (1) mediator mutually selected by the parties hereto. The mediation agreement shall be final, binding on all parties, and may be enforced by a court of competent jurisdiction. LANDLORD and TENANT shall share equally the mediation costs (including fees of the mediator) and shall pay their own costs incurred in connection with the mediation proceedings.

**42. SIGNAGE:** TENANT will be permitted to display signage, at their cost, on the leased premises. All such signage shall be subject to LANDLORD'S prior approval. The entrance sign to the office complex will be provided by the Landlord.

**43. RADON GAS:** Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. TENANT acknowledges receipt of this notice prior to the execution of this Lease.

**44. SMOKING:** No tobacco products of any nature, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco and snuff, shall be used by the TENANT or their employees inside the premises, and TENANT will use their best efforts to keep her guests from smoking.

**45. AUTHORITY OF PARTIES:** Each individual executing the Lease on behalf of TENANT and LANDLORD, respectively, represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of the entity he or she represents in this Lease, in accordance with applicable by-laws or governing articles or said entity.

**46. OPTION TO TERMINATE:** The parties recognize that TENANT is a Federally funded organization and that Federal funding may be essential to TENANT meeting its obligations under the lease agreement. The parties agree that in the event TENANT'S funding is insufficient to meet the payments under the lease that TENANT shall have the option to terminate the lease on sixty (60) days notice without further liability under the lease. TENANT covenants that it will seek to lease less space from the LANDLORD. TENANT further agrees it will not seek to lease space of an equivalent size with a third party, should there be a funding reduction, and subtenants are unable, due to their funding limitations, to meet the rental payment requirements by increasing the payments under their sub-lease agreements. In the event a subtenant vacates the premises, TENANT can reduce its base lease obligation by occupying less space upon giving the LANDLORD sixty (60) days notice.

IN WITNESS WHEREOF, the agents of the LANDLORD and TENANT hereby certify that they have full authority to, and in accordance therewith of behalf of their respective principals, they have executed this Lease.

Lisa Wells  
WITNESS

Print Name: Lisa Wells

Debbie Shelton  
WITNESS

Print Name: Debbie Shelton

Chuck Hamilton  
CHIPOLA LAND & DEVELOPMENT CO,  
INC.  
LANDLORD

Lisa Wells  
WITNESS

Print Name: Lisa Wells

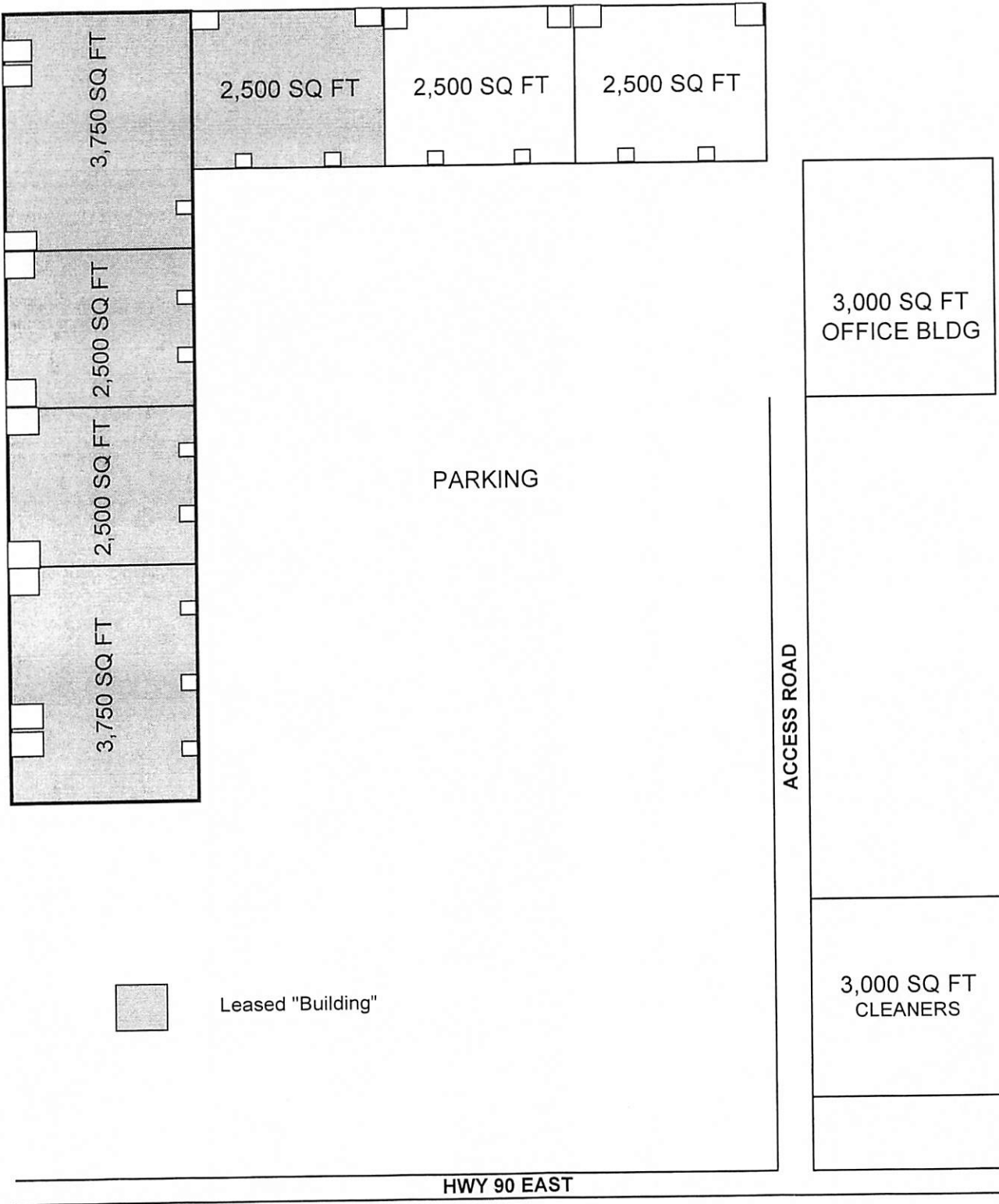
Ugreenal Ivey  
WITNESS


Print Name: Ugreenal Ivey

CHIPOLA REGIONAL WORKFORCE  
DEVELOPMENT BOARD, INC.

By [Signature]  
IT's EXECUTIVE DIRECTOR  
TENANT

# Exhibit "A"



 Leased "Building"

**Exhibit "C"**  
**Payment Schedule**  
**15,000 SF**

<b>Lease Period</b>	<b>Cost/Sq. Foot</b>	<b>Annual Cost</b>	<b>Monthly Amount</b>
7/1/2015 - 6/30/2016	\$7.50	\$112,500.00	\$9,375
7/1/2016 - 6/30/2017	\$7.50	\$112,500.00	\$9,375
7/1/2017 - 6/30/2018	\$7.50	\$112,500.00	\$9,375
7/1/2018 - 6/30/2019	\$7.50	\$112,500.00	\$9,375
7/1/2019 - 6/30/2020	\$7.50	\$112,500.00	\$9,375
7/1/2020 - 6/30/2021	\$7.50	\$112,500.00	\$9,375
<b>Total Payments - Years 1 - 6</b>		<b>\$675,000.00</b>	

<b>Option Period</b>	<b>Cost/Sq. Foot</b>	<b>Annual Cost</b>	<b>Monthly Amount</b>
7/1/2021 - 6/30/2022	\$8.20	\$123,000.00	\$10,250
7/1/2022 - 6/30/2023	\$8.20	\$123,000.00	\$10,250
7/1/2023 - 6/30/2024	\$8.20	\$123,000.00	\$10,250
7/1/2024 - 6/30/2025	\$8.20	\$123,000.00	\$10,250
7/1/2025 - 6/30/2026	\$8.20	\$123,000.00	\$10,250
7/1/2026 - 6/30/2027	\$8.20	\$123,000.00	\$10,250
<b>Total Payments - Years 7 - 12</b>		<b>\$738,000.00</b>	

**ADDENDUM TO  
AGREEMENT OF LEASE  
CHIPOLA LAND & DEVELOPMENT COMPANY, INC.  
AND  
CHIPOLA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.**

This Addendum is to the Agreement between the Chipola Land & Development Company, Inc., hereinafter referred to as the Landlord, and the Chipola Regional Workforce Development Board, Inc., hereinafter referred to as the Tenant, for the rental of the real property located at 4636 Highway 90 East, Marianna, Florida which commenced July 1, 2015. It is the desire of the parties to modify the Agreement to include the following applicable federal contract provisions:

**Byrd Anti-Lobbying Act Amendment**

In accordance with the Byrd Anti-Lobbying Act Amendment (31 U.S.C. 1352), the Landlord certifies that Chipola Land & Development Company, Inc., has not and will not allow any funds made available under this Agreement to be used for any political activity, lobbying or Federal, State or Local legislatures, or raise funds, or promote or oppose unionization. The Landlord assures that no workforce system funds will be used to assist, promote or deter union organizing.

**Certification Regarding Debarment and Suspension**

The Landlord assures that it and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency; 2) have not, within a three (3) year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State, or local) with commission of any of the acts outlined herein; 4) have not, within a three year period, preceding this Agreement, had one or more public transactions terminated for cause or default; 5) are not on the State of Florida's convicted vendor list; and 6) is properly licensed by the State of Florida to perform the services outlined in this Agreement.

**Clean Air Act / Federal Water Pollution Control Act**

The Landlord agrees to abide by Federal and State rules and regulations pertaining to compliance with all applicable standards, orders and requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**Equal Employment Opportunity**

The Landlord assures that it will in no way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, sex, religion, national origin, age, physical handicap, or political affiliation. The Landlord further agrees that their compliance constitutes a condition of continued receipt of or benefit from Federal financial payments, and that it is binding upon them, their successors, transferees, and assignees for the period during which payments are provided. The Landlord further agrees that all contractors, subgrantees, or others with whom it arranges to provide services or benefits to the Tenant and the programs it operates in connection with any of its programs and activities

are not discriminating against those participants or employees in violation of applicable statutes, regulations, guidelines and standards. In addition, there shall be no discrimination against individuals who are participants in activities supported by funds provided under this Agreement.

IN WITNESS WHEREOF, the agents of the Landlord and Tenant hereby certify that they have full authority to, and in accordance therewith on behalf of their respective principals, they have executed this Addendum to Lease.

John Hamilton for Chipola Land & Development Company, Inc.  
Chipola Land & Development Company, Inc.  
Landlord

Ferry Huff  
Witness

9/21/16  
Date

[Signature]  
Chipola Regional Workforce Development Board, Inc.  
Tenant

Lisa D. Wells  
Witness

9/21/16  
Date

**FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST**  
 Reference 29CFR99.210 and OMB Circular A-133.210

Contract Number: _____  CFDA Number: <u>Chigala Land &amp; Development</u>	Prepared by: <u>L. Keells</u>  Date: <u>6-30-15</u>
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Subrecipient and Vendor Determinations

(a) **General:** An auditee may be a recipient, a subrecipient, and a vendor. Federal awards expended as a recipient or a subrecipient would be subject to audit under this part. The payments received for goods or services provided as a vendor would not be considered Federal awards. The guidance in paragraphs (b) and (c) of this section should be considered in determining whether payments constitute a Federal award or a payment for goods and services.

**SUBRECIPIENT** (check YES or NO for each statement)

(b) **Federal Award:** Characteristics indicative of a Federal award received by a subrecipient are when the organization:

<u>YES</u>	<u>NO</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Determines who is eligible to receive what Federal financial assistance.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Has its performance measured against whether the objectives of the Federal program are met.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Has responsibility for programmatic decision-making.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Has responsibility for adherence to applicable Federal program compliance requirements.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity.

**VENDOR** (check YES or NO for each statement)

(c) **Payment for goods and services:**

<u>YES</u>	<u>NO</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Provides the goods and services within a normal business operation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Provides similar goods and services within normal business operation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Operates in a competitive environment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Provides goods or services that are ancillary to the operation of the Federal program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Is not subject to compliance requirements of the Federal program.



**FEDERAL SUBRECIPIENT AND VENDOR DETERMINATION CHECKLIST**

- (d) Use of judgment in making determination. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be present and judgment should be used in determining whether an entity is a subrecipient or vendor.
- (e) Florida Single Audit Act. State awards expended by a recipient/subrecipient are subject to audit under Section 215.97, F.S., the "Florida Single Audit Act". The Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination (DFS-A2-NS) (Effective 7/05) shall be used to determine the applicability of the Florida Single Audit Act to non-state organizations. State agencies, recipients, and subrecipients that provide state financial assistance to non-state organizations shall complete this form and retain it in their records. Whenever a non-state organization is determined to be a recipient or subrecipient of state or federal financial assistance, the standard audit language contained on Form DFS-A2-CL (Effective 7/05) must be included in the document that establishes the State's, recipient's, or subrecipient's relationship with the non-state entity. A copy of forms DFS-A2-NS and DFS-A2-CL may be obtained at the Department of Financial Services Website at <https://apps.fldfs.com/fsaa> and at the Agency for Workforce Innovation Purchasing Office intranet site at <http://intra.awi.state.fl.us/gspurchasing.htm>.

<u>YES</u>	<u>NO</u>	1. Are funds for this contract subject to the Florida Single Audit act? If yes, then forms DFS-A2-NS and DFS-A2-CL must be completed and included in the contract routing package for Agency review and approval.
_____	_____ <input checked="" type="checkbox"/>	

Determination (circle one)	Subrecipient	Vendor	AWI Contract Number :
Date: <u>6-30-15</u>		<input checked="" type="checkbox"/>	Contract Manager Name:
			Contract Manager Signature: <i>L. Heells</i>

[View assistance for Search Results](#)

# Search Results

**Current Search Terms: "Chipola Land & Development Company Inc.\*"**

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
No records found for current search.

**Glossary**

**Search Results**

Entity

Exclusion

**Search Filters**

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 3.0

IBM v1.P.32.20150625-1050

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**Richard Williams**

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**To:** John Hamilton  
**Subject:** Marianna Lease


John,

I cannot find where I have given you an official notice that we will extend the lease for another three year period as defined in our agreement.

This email will serve as my notice to you of our intent to extend for another three years with the rate as established in attachment "C" of our agreement.

Richard Williams  
Executive Director  
CareerSource Chipola  
4636 Highway 90 East, Suite K  
Marianna, FL 32446  
Office: 850.633.2732  
Cell: 850.557.2441



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