81806 PY'19-20 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between Jones Lang LaSalle Brokerage, Inc., hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on July 1, 2018. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2019 to provide commercial real estate brokerage services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon **July 1, 2018**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year period contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A**, **Statement of Work** and **Exhibit A**-1, **PY'19-20 Statement of Work** attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 4, Prior Agreements, is amended to include:

Type Number/Letter Description
Exhibit A-1 PY'19-20 Statement of Work

Article 46, Scrutinized Companies List, is deleted in its entirety and replaced with the following language:

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba and Syria during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications**, **Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

Article 67, Scrutinized Companies that Boycott Israel, is added:

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is

engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications**, **Attachment 3**.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR:

Jones Lang LaSalle Brokerage, Inc.

PROGRAM ENTITLED:

Commercial Real Estate Brokerage Services

INDEX CODE:

81806

CFDA:

WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program

17.207; WIOA Incentives 17.258, 17.259, 17.278

BY.

Matthew Goodman

Managing Director

Jones Lang LaSalle Brokerage, Inc.

4/28/19

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:

Rick Beasley

Executive Director

South Florida Workforce Investment Board

Date

PY'19-20 STATEMENT OF WORK JONES LANG LASALLE BROKERAGE, INC.

I. Introduction

The Contractor does hereby agree to provide Commercial Real Estate services to the South Florida Workforce Investment Board ("SFWIB") as described below, in compliance with the conditions herein stated.

II. Services to be rendered

- **A.** The Contractor shall, upon the request of the SFWIB, act as the SFWIB's exclusive representative for any of the following services or other related services:
 - 1. The sale, lease or sublease of real property owned, leased or otherwise controlled by the SFWIB;
 - 2. The negotiation of lease or sublease buyouts or modifications to leases under which the SFWIB is lessee;
 - 3. The identification and qualification of leasehold or purchase properties for the SFWIB's acquisition as tenant/buyer representative;
 - 4. The provision or attainment of consulting or other real estate related services as requested by the SFWIB and agreed to and delivered by the Contractor; and,
 - 5. Such other services as the Parties may agree on.
- **B.** The SFWIB, from time to time, may orally or in writing, request the Contractor represent the SFWIB in connection with the commercial real estate services identified above. Each such request, upon acceptance by the Contractor, shall constitute a Task. In case of such a request:
 - 1. If the Contractor agrees to provide the requested service, the Contractor will confirm the request, orally or in writing, as the case may be, specifying the details of the Task. The terms of the Task shall be identified by and to all Parties. The Contractor shall become the SFWIB's exclusive representatives in connection with the Task.
 - 2. If the Contractor declines to accept a Task, neither the Contractor nor the SFWIB shall be obligated to the other in any way with respect to the declined Task.
- C. Upon accepting a Task, the Contractor shall, in conjunction with such Contractor Members or others as the Contractor may designate, take all such actions as the Contractor deems necessary and appropriate to successfully complete the Task, including, without limitation:
 - 1. Entering upon any property of the SFWIB during normal business hours or after business hours upon notice to the SFWIB as may be reasonably required to complete the Task;
 - 2. Erecting such signs and engaging in such advertising of properties available for sale, lease, or sublease subject to any applicable laws or ordinances and to reasonable restrictions of the SFWIB as identified in the Task:
 - 3. Contacting prospects directly and indirectly concerning the subject matter or the Task;
 - 4. Contacting lessors or tenants concerning the subject matter of the Task; and/or
 - 5. Publishing information and documents electronically on the Contractor's web site and such other internet sites as the Contractor may determine are reasonably calculated to assist in completing the Task.

III. Service Location

All services shall be rendered within the geographical locations of Miami-Dade and Monroe Counties.

ANNUAL CERTIFICATION

Matthew Goodman, Managing Director, on behalf of Jones Lang LaSalle Brokerage, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81806.

Ву: _	Matthew W. Goodn	ran _7/1/19		
	Signature of Affiant	Date		
_	hata			
Printed Name of Affiant and Title				
Jones Lang LaSalle Brokerage, Inc.				
Printed Name of Firm				
8343 Douglas Avenue, Dallas, TX 75225				
Address of Firm				
SUBSCRIBED AND SWORN TO (or affirmed) before me this $\frac{15+}{2}$ day of $\frac{\text{July}}{2}$, 20_19				
He/She is person	ally known to me or has presented _	as identification.		
		Type of identification		
	mell Rug	FF 960623		
	Signature of Notary	Serial Number		
Prin	Notary Public State of Florida Joanne M Perez My Commission FF 960623 Expires 03/16/2020 t or Stamp Name of Notary	03 15 2020 Expiration Date		

Notary Public - State of Florida

81806 PY'20-21 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between Jones Lang LaSalle Brokerage, Inc., hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on July 1, 2018. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2020 to provide commercial real estate brokerage services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon July 1, 2018, irrespective of the date of execution, and terminate at the close of business on June 30, 2021, unless earlier terminated as provided below.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in Exhibit A, Statement of Work and Exhibit A-1, PY'19-20 Statement of Work, and PY'20-21 Statement of Work, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 4, Prior Agreements, is amended to include:

Type

Number/Letter Description

Exhibit

A-2

PY'20-21 Statement of Work

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: Jones Lang LaSalle Brokerage, Inc.

PROGRAM ENTITLED:

Commercial Real Estate Brokerage Services

INDEX CODE:

81806

CFDA:

WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program

17.207; WIOA Incentives 17.258, 17.259, 17.278

Matthew Goodman

5/22/2020

Date

Managing Director

Jones Lang LaSalle Brokerage, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley

Executive Director

South Florida Workforce Investment Board

PY'20-21 STATEMENT OF WORK JONES LANG LASALLE BROKERAGE, INC.

I. Introduction

The Contractor does hereby agree to provide Commercial Real Estate services to the South Florida Workforce Investment Board ("SFWIB") as described below, in compliance with the conditions herein stated.

II. Services to be rendered

- **A.** The Contractor shall, upon the request of the SFWIB, act as the SFWIB's exclusive representative for any of the following services or other related services:
 - 1. The sale, lease or sublease of real property owned, leased or otherwise controlled by the SFWIB;
 - 2. The negotiation of lease or sublease buyouts or modifications to leases under which the SFWIB is lessee;
 - 3. The identification and qualification of leasehold or purchase properties for the SFWIB's acquisition as tenant/buyer representative;
 - 4. The provision or attainment of consulting or other real estate related services as requested by the SFWIB and agreed to and delivered by the Contractor; and,
 - 5. Such other services as the Parties may agree on.
- **B.** The SFWIB, from time to time, may orally or in writing, request the Contractor represent the SFWIB in connection with the commercial real estate services identified above. Each such request, upon acceptance by the Contractor, shall constitute a Task. In case of such a request:
 - 1. If the Contractor agrees to provide the requested service, the Contractor will confirm the request, orally or in writing, as the case may be, specifying the details of the Task. The terms of the Task shall be identified by and to all Parties. The Contractor shall become the SFWIB's exclusive representatives in connection with the Task.
 - 2. If the Contractor declines to accept a Task, neither the Contractor nor the SFWIB shall be obligated to the other in any way with respect to the declined Task.
- C. Upon accepting a Task, the Contractor shall, in conjunction with such Contractor Members or others as the Contractor may designate, take all such actions as the Contractor deems necessary and appropriate to successfully complete the Task, including, without limitation:
 - 1. Entering upon any property of the SFWIB during normal business hours or after business hours upon notice to the SFWIB as may be reasonably required to complete the Task;
 - 2. Erecting such signs and engaging in such advertising of properties available for sale, lease, or sublease subject to any applicable laws or ordinances and to reasonable restrictions of the SFWIB as identified in the Task;
 - 3. Contacting prospects directly and indirectly concerning the subject matter or the Task;
 - 4. Contacting lessors or tenants concerning the subject matter of the Task; and/or
 - 5. Publishing information and documents electronically on the Contractor's web site and such other internet sites as the Contractor may determine are reasonably calculated to assist in completing the Task.

III. Service Location

All services shall be rendered within the geographical locations of Miami-Dade and Monroe Counties.

ANNUAL CERTIFICATION

Matthew Goodman, Managing Director, on behalf of Jones Lang LaSalle Brokerage, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81806.

By: Motor	5/22/2020			
Signature of Affiant	Date			
Matthew Goodman, Managing Directo	or			
Printed Name of Affiant and Title				
Jones Lang LaSalle B	rokerage, Inc.			
Printed Name of Firm				
8343 Douglas Avenue, Dallas, TX 75225				
Address of Firm				
SUBSCRIBED AND SWORN TO (or affirmed) before me this 2 day of May, 20 20 He/She is personally known to me or has presented				
Notary Public - State of Florida Commission # GG 943579 My Comm. Expires Apr 6, 2024 Bonded through National Notary Assn.	Serial Number			
Print or Stamp Name of Notary	Expiration Date			

Notary Public - State of Florida

81806 PY'20-21 PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between Jones Lang LaSalle Brokerage, Inc., hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on July 1, 2018. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2020 to provide commercial real estate brokerage services.

Article I, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon July 1, 2018, irrespective of the date of execution, and terminate at the close of business on June 30, 2021, unless earlier terminated as provided below.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in Exhibit A, Statement of Work and Exhibit A-1, PY'19-20 Statement of Work, and PY'20-21 Statement of Work, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 4, Prior Agreements, is amended to include:

Type

Number/Letter Description

Exhibit

A-2

PY'20-21 Statement of Work

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: Jones Lang LaSalle Brokerage, Inc.

PROGRAM ENTITLED:

Commercial Real Estate Brokerage Services

INDEX CODE:

81806

CFDA:

WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program

17.207; WIOA Incentives 17.258, 17.259, 17.278

Matthew Goodman

5/22/2020

Date

Managing Director

Jones Lang LaSalle Brokerage, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley

Executive Director

South Florida Workforce Investment Board

PY'20-21 STATEMENT OF WORK JONES LANG LASALLE BROKERAGE, INC.

I. Introduction

The Contractor does hereby agree to provide Commercial Real Estate services to the South Florida Workforce Investment Board ("SFWIB") as described below, in compliance with the conditions herein stated.

II. Services to be rendered

- **A.** The Contractor shall, upon the request of the SFWIB, act as the SFWIB's exclusive representative for any of the following services or other related services:
 - 1. The sale, lease or sublease of real property owned, leased or otherwise controlled by the SFWIB;
 - 2. The negotiation of lease or sublease buyouts or modifications to leases under which the SFWIB is lessee;
 - 3. The identification and qualification of leasehold or purchase properties for the SFWIB's acquisition as tenant/buyer representative;
 - 4. The provision or attainment of consulting or other real estate related services as requested by the SFWIB and agreed to and delivered by the Contractor; and,
 - 5. Such other services as the Parties may agree on.
- **B.** The SFWIB, from time to time, may orally or in writing, request the Contractor represent the SFWIB in connection with the commercial real estate services identified above. Each such request, upon acceptance by the Contractor, shall constitute a Task. In case of such a request:
 - 1. If the Contractor agrees to provide the requested service, the Contractor will confirm the request, orally or in writing, as the case may be, specifying the details of the Task. The terms of the Task shall be identified by and to all Parties. The Contractor shall become the SFWIB's exclusive representatives in connection with the Task.
 - 2. If the Contractor declines to accept a Task, neither the Contractor nor the SFWIB shall be obligated to the other in any way with respect to the declined Task.
- C. Upon accepting a Task, the Contractor shall, in conjunction with such Contractor Members or others as the Contractor may designate, take all such actions as the Contractor deems necessary and appropriate to successfully complete the Task, including, without limitation:
 - 1. Entering upon any property of the SFWIB during normal business hours or after business hours upon notice to the SFWIB as may be reasonably required to complete the Task;
 - 2. Erecting such signs and engaging in such advertising of properties available for sale, lease, or sublease subject to any applicable laws or ordinances and to reasonable restrictions of the SFWIB as identified in the Task;
 - 3. Contacting prospects directly and indirectly concerning the subject matter or the Task;
 - 4. Contacting lessors or tenants concerning the subject matter of the Task; and/or
 - 5. Publishing information and documents electronically on the Contractor's web site and such other internet sites as the Contractor may determine are reasonably calculated to assist in completing the Task.

III. Service Location

All services shall be rendered within the geographical locations of Miami-Dade and Monroe Counties.

ANNUAL CERTIFICATION

Matthew Goodman, Managing Director, on behalf of Jones Lang LaSalle Brokerage, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81806.

By: Moth	5/22/2020
Signature of Affiant	Date
Matthew Goodman, Managing Director	
Printed Name of Affiant and Title	
Jones Lang LaSalle Brok	kerage, Inc.
Printed Name of	Firm
8343 Douglas Avenue, I	Dallas, TX 75225
Address of Firm	
SUBSCRIBED AND SWORN TO (or affirmed) before He/She is personally known to me or has presented T	me this 2 day of 4 , 2020 as identification.
enature TABINIAINATBONDS Notary Public - State of Florida Commission # GG 943579 My Comm. Expires Apr 6, 2024 Bonded through National Notary Assn.	Serial Number
Print or Stamp Name of Notary	Expiration Date

Notary Public - State of Florida