

## ATTACHMENT "A"

**SUBLEASE AGREEMENT BETWEEN  
THE CITY OF LINCOLN  
AND  
DAS/STATE BUILDING DIVISION ON BEHALF OF  
VOCATIONAL REHABILITATION SERVICES**

This sublease, made as of the 1<sup>st</sup> day of March, 2002 by and between the city of Lincoln, Nebraska, a municipal corporation in the State of Nebraska, hereinafter called the Sublessor and Department of Administrative Services, State Building Division on behalf of the Sublessee Agency, Vocational Rehabilitation Services, a One Stop Partner under the Workforce Investment Act, hereinafter called the (Sublessee), with a principle place of business at the Executive Building, Suite 500 S. 14<sup>th</sup> Street, Suite 500, Lincoln, NE 68508-2707.

WHEREAS, the Sublessor entered into a Lease Agreement with Gold's Limited Partnership leasing 17,000 square feet of office space at Gold's Galleria, 1010 N Street, Lincoln, Nebraska and said lease is identified as the "Lease" and made a part hereof as Exhibit A.

WHEREAS, the Sublessor desires to sublet to Sublessee a portion of the Sublessor's leased area comprising 88.15 square feet, said portion hereinafter referred to as the "Premises".

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants herein set forth, the parties agree as follows:

1. Sublease of Premises. Sublessor does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, the Premises, at the rent, and upon the terms, covenants and conditions as hereby provided.

2. Term. The term of this Sublease Agreement shall commence on the 1<sup>st</sup> day of March, 2002 and shall terminate on the 30<sup>th</sup> day of June, 2003.

3. Rent. Annual rental is for 88.15 square feet of subleased office space. The Rent schedule is:

Lease Term	Cost Per Square Foot	Annual Rent	Monthly Rent
3/1/02 to 7/31/02	\$11.25	\$413.20	\$82.64
8/1/02 to 6/30/03	\$11.50	\$1,013.72	\$84.47

Sublessee agrees to pay the Sublessor annual rent in the amount shown above, payable in equal monthly installments as shown above, in advance, commencing on the first day of March, 2002 and continuing monthly thereafter on the first day of each month, the last monthly installment to be due on June 1, 2003. The rent amount includes janitorial and utility services to be provided by the Landlord, Gold's Limited Partnership, in accordance with the terms of the lease.

4. Leased Premises. Sublessee's rent payment represents payment for 88.15 square feet

as apportioned below and described in a map attached to this sublease as Exhibit B:

a. Occupied Space. This sublease provides Sublessee with 30.65 square feet of occupied space at Gold's Galleria, 1010 N Street, Lincoln, Nebraska.

b. Common Space. Common space shall be apportioned according to the percentage of occupied space. Common space is space that is shared by Partners in the One-Stop Career Center. It includes the front desk, waiting area, children's room, part of the resource room, conference rooms, bathrooms, walkways/hallways, break room and copy machine room. Vocational Rehabilitation Services has requested a determination from the United States Secretary of Education as to whether Vocation Rehabilitation Services' funds can pay for common space in the resource room. Until such a determination is made, resource room space will not be included in the common space used to determine Vocation Rehabilitation Services' leased space. Should the Secretary of Education determine that Vocational Rehabilitation Services' funds cannot be used for common resource room space, the terms of this sublease shall remain in effect through June 30, 2003. Should the Secretary of Education determine that Vocational Rehabilitation Services' funds can be used to pay for common space in the resource room, all parties agree to amend this sublease to include the common resource room space effective to March 1, 2002. The parties agree there is in total 5,184 square feet of occupied space and 9,747.06 square feet of common space. Sublessee is provided with .0059 percent of the occupied space. Applying that percentage to the 9,747.06 of common space, this sublease provides Sublessee with 57.5 square feet of common space.

c. Review of Space Apportionment. A review of the Sublessee's occupied and common space apportionment will be reviewed on a quarterly basis by the City and by Sublessee at a mutually agreed time to determine the accuracy of the figures. If the occupied and common space figures need to be adjusted after said review, said adjustment will be agreed upon by both the Sublessor and Sublessee and the rent shall be adjusted in accordance with the rent schedule in paragraph 3.

5. Sublessee shall be responsible for its own telephone and computer services supplied to the subleased Premises and shall agree to pay for such services.

6. Light Bulbs. If Gold's Limited Partnership, as the Landlord, changes and disposes of light bulbs as described in paragraph 10 of the Lease, the Sublessee agrees to pay their proportional share of the cost to the Sublessor in an amount equal to their percentage of the occupied space of the Premises area.

7. Maintenance. Sublessee shall maintain their subleased occupied premises in a neat and clean condition.

8. Risk of Loss. The Sublessor is not in any way responsible for the property of Sublessee or any of its employees, agents, invitees, kept, stored or maintained on the premises and in no way assumes liability for any loss of property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

9. Condition of Premises. Sublessee acknowledges that it has inspected the premises and is fully satisfied therewith. The Sublessor has made no representations or warranties with regard to the premises except as set forth herein.

10. Sublease. Sublessee shall not assign this lease without the written consent of the Sublessor, but shall, in any event, have the right to sublet the subleased premises to any party or governmental subdivision with the approval of the Sublessor and Gold's Limited Partnership. Sublessee shall adhere to the requirements in paragraph 21 of the Lease for approval of a sublet. The City as Sublessor, will respond within 10 days of receiving a request to sublet. Should the rental rate amount to a rental rate above the rental cost per square foot schedule listed in paragraph 3, Sublessee agrees that 50% of the rate above the rental rate will be provided to Gold's Limited Partnership and 30% of the rate above the rental rate will be provided to the City as Sublessor.

11. Indemnification. To the fullest extent permitted by Nebraska law, Sublessee shall indemnify, defend and Hold Harmless the Sublessor, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from use of the Premises by Sublessee or from failure of Sublessee to keep their Premises in good condition that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of Sublessee or anyone directly or indirectly employed by Sublessee, or anyone for whose acts any of them may be liable. This section shall not require Sublessee to indemnify or Hold Harmless the Sublessor for any losses, claims, damages and expenses arising out of or resulting from the negligence of the Sublessor.

12. Insurance. During the term of this agreement, Sublessee shall obtain and maintain insurance coverage naming and protecting the Sublessee and Sublessor against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations in or about the premises or arising from or connected with the use, conduct or operation of this agreement whether such operations be by Sublessee or by any subcontractor or anyone directly or indirectly employed by either of them.

a. Sublessee shall obtain public liability insurance naming and protecting Sublessee and the Sublessor, its officials, employees, and volunteers as insureds, against claims for damages. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury and Property Damage	1,000,000 each Occurrence; 2,000,000 Aggregate
B. Personal Injury Damage	1,000,000 each Occurrence
C. Contractual Liability	1,000,000 each Occurrence
D. Products Liability and Completed Operations	1,000,000 each Occurrence

b. Sublessor acknowledges that the Sublessee, the State of Nebraska, is self insured and that said self insurance satisfies paragraphs 12 and 12(a).

13. Term and Conditions of Sublease.

a. Binding Effect of Lease. The terms of this sublease are in regards to a portion of the premises leased by Sublessor to Sublessee, with such portion subject to the terms and conditions of the attached Lease between the City of Lincoln and Gold's Limited Partnership, Inc. marked as Exhibit A and incorporated herein by reference. Except as to terms specifically set forth in this Sublease agreement, the Sublessee shall be bound by all of the terms and conditions and covenants to which Sublessor is bound in its capacity as "Tenant" or "Lessee" under and pursuant to the provisions of the Lease. In the event Sublessee fails to pay any rental when due or fails to keep or perform any other condition or term hereunder, Sublessee shall be subject to the default provisions of the Lease as if it were the "Tenant" or "Lessee" thereunder and Sublessor was the "Landlord" or "Lessor" and Sublessor may avail itself of any and all remedies set forth in the Lease. Sublessee hereby agrees to perform the undertakings of Sublessor (as tenant) under the Lease to the extent the same are applicable to the Premises herein; and to refrain from taking any action or suffering any condition which constitutes a violation of the Lease. It is hereby agreed, however, that Sublessor shall not be in default under this Sublease for failure to perform any work or make any repairs to the Premises or provide services or utilities which are the responsibility of the Landlord under the Lease, but Sublessor shall take all reasonable measures to insure that Landlord performs such work and repairs. In addition, Sublessee shall have all of the rights and privileges of the Sublessor under the Lease with respect to possession and use of the Premises.

14. Notices. Any formal notices or communication received by the Sublessor from the Landlord, Gold's Limited Partnership will be provided to Sublessee by providing a written copy to the Sublessee's representative located at DAS/SBD at the Executive Building, Suite 500 S. 14<sup>th</sup> Street, Suite 500, Lincoln, NE 68508-2707, Attn: Leasing Coordinator. Any formal notices or communication by Sublessee to the Sublessor shall be in writing and mailed or personally served upon The City of Lincoln, Attention Dan Cain, Workforce Development, 1010 N Street, Lincoln, Nebraska, 68508.

15. Termination. If any Governor's budget message is such that it does not include funds to pay rentals hereunder, notice of such fact shall be given promptly to Sublessor, and if at any time it appears that appropriations will be depleted in the future, or not available for rentals hereunder, notice of such fact and the estimated date of depletions shall be given promptly to Sublessor. If no appropriated funds are available to the Sublessee for the purpose of paying rentals on the Premises, this sublease shall terminate at the election in writing of either party hereto with 30 days written notice. If only a portion of the funds necessary to pay the rentals hereunder are appropriated, the sublease may be kept in force with a prorata share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by both parties.

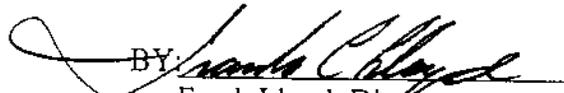
16. This sublease may be amended only by written agreement of both parties.

IN WITNESS WHEREOF, the City of Lincoln (Sublessor) and DAS/SBD and Vocational Rehabilitation Services (Sublessee) have executed this sublease on this \_\_\_\_ day of \_\_\_\_\_, 2002.

City of Lincoln  
555 South 10<sup>th</sup> Street  
Lincoln, Nebraska 68509  
SUBLESSOR

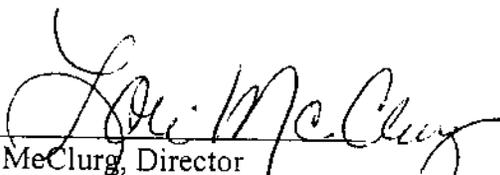
Vocational Rehabilitation Services  
301 Centennial Mall South  
Lincoln, Nebraska 68509  
SUBLESSEE

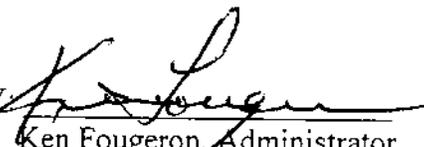
BY: \_\_\_\_\_  
Mayor Don Wesely

BY:   
Frank Lloyd, Director  
Vocational Rehabilitation Services

State of Nebraska:

DAS/SBD  
State of Nebraska  
521 So. 14<sup>th</sup> Street, Suite 500  
Lincoln, NE 68508-2707

BY:   
Lori McClurg, Director  
Department of Administrative  
Services

BY:   
Ken Fougeron, Administrator  
State Building Division

All parties acknowledge that the above signature on behalf of the City of Lincoln is conditional upon the approval of the Lincoln City Council of Lincoln, Nebraska.

Gold's Galleria hereby consents to and approves the terms of the foregoing sublease.

Gold's Limited Partnership

BY:   
Dawn Nowka

ATTACHMENT "A"

01-184

Introduce: 12-10-01

ORDINANCE NO. 17953

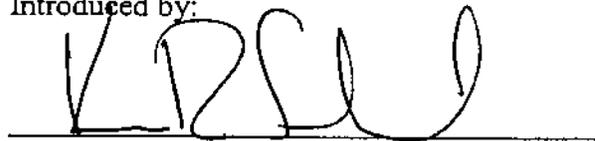
1 AN ORDINANCE accepting and approving a Lease Agreement between the City of  
2 Lincoln and Gold's Limited Partnership for a lease of space at 1010 N Street, Lincoln, Lancaster  
3 County, Nebraska for a five-year term from January 1, 2002 through December 31, 2006,  
4 whereby the City of Lincoln is leasing 17,000 square feet space for the One Stop Career Center to  
5 unify the employment and training programs into a single system under the Workforce  
6 Investment Act.

7 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

8 Section 1. That the Lease Agreement between Gold's Limited Partnership and the City of  
9 Lincoln, Nebraska which is attached hereto marked as Attachment "A" and made a part hereof  
10 by reference under which the City will lease space at 1010 N Street upon the terms and  
11 conditions as set forth in said Lease Agreement is hereby accepted and approved, and the Mayor  
12 is authorized to execute said Lease Agreement on behalf of the City, only upon the event the City  
13 is designated as the One Stop Operator by the Greater Lincoln Workforce Investment Board for  
14 years 2002/2003.

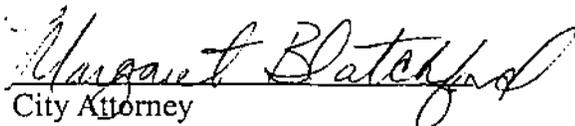
15 Section 2. The City Clerk is directed to return one fully executed original of said Lease  
16 Agreement to Gold's Limited Partnership, Gold's Galleria, 1033 O Street, Lincoln, NE 68508..

Introduced by:



AYES: Camp, Cook, Friendt,  
McRoy, Seng, Svoboda, Werner;  
NAYS: None.

Approved as to Form and Legality:

  
City Attorney

Staff Review Completed:

Alma Harris  
Administrative Assistant

Approved this 9<sup>th</sup> day of Jan. ~~2001~~ 2002  
Don Wesley  
Mayor

**PASSED**  
JAN 07 2002  
**BY CITY COUNCIL**