OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 8, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No.8(F)(1)(G)

Resolution No. R-335-08

From: George M. Burgess
County Manager

Subject: Renewal Option of an Existing Lease Agreement at 21 S.W. 2 Avenue, Miami for the Department of Environmental Resources Management (DERM)
Property # 4137-02-04

RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing the County mayor to exercise a renewal option of an existing Lease Agreement at 21 S.W. 2 Avenue, Miami, with Jack Thomas, Inc., a Florida Corporation as agents for Flagler Building, LLLP for premises being utilized by the Department of Environmental Resources Management (DERM). This agenda item has been prepared by the General Services Administration at the request of the Department of Environmental Resources Management.

PROPERTY:	21 S.W. 2 Avenue, Suite 200, Miami
USE:	2,510 rentable square feet of air-conditioned office and storage space.
COMMISSION DISTRICT:	5
IMPACTED DISTRICTS:	Countywide
OWNER:	Jack Thomas, Inc., a Florida Corporation as agents for Flagler Building, LLLP, a Florida Limited Liability Corporation and Limited Partnership
COMPANY PRINCIPALS:	Jack K. Thomas, Jr., President/Director/Secretary - 21.66% Henry R. Block, Vice President and Catherine M. Block, Vice President/Treasurer – 21.67% Donald C. Thomas – 11.67% Kathleen R. Touby, Trust – 25% Murray McClain – 5% Robert A. White, P.A., Personal Representative of Donald R. Gildersleeve Estate – 5% K. Lawrence Gragg, Esq. – 5% George Kanistras – 5%
OWNER TRACK RECORD:	The County has no record of negative performance issues with Jack Thomas, Inc., as agents for Flagler Building, LLLP.

JUSTIFICATION: The Department of Environmental Resources Management has the need to continue utilizing this space for storage purposes. FEMA and the State of Florida Department of Community Affairs (DCA) are currently working on the closure of Hurricane Irene (1306) and the No-Name Storm (1345) projects. This space continues to house all FEMA Program files, for review by officials from both FEMA and DCA. The review phase is expected to continue through the year 2008, with an audit period, required by the Federal Government, of a minimum of three years after final storm event closure is completed. This location is air-conditioned and includes restrooms, copy machine, and a conference table. It is ideal for security, preservation of files, organization, accessibility, and review of any stored records. For these reasons, additional DERM records and supplies will be moved to this location that shall realize a great cost savings when compared to other available public storage locations. The average cost for storage at a public storage facility would be approximately $18.25 per square foot per year. Therefore, renewal of this lease agreement could result in a cost savings of over $18,250 per year to store over 1,000 square feet of additional DERM records or supplies.

LEASE RENEWAL TERM: Two year renewal option period.

EFFECTIVE DATES: Commencing March 15, 2008 and terminating March 14, 2010.

RENTAL RATE: The current lease agreement states that the rental rate shall be adjusted each renewal period in accordance with the Consumer Price Index, (CPI). Since the CPI for the month of March, 2008 has not yet been posted, staff is projecting a 3% increase to the current rent of $39,438.47, which results in a projected annual rental rate of $40,621.63 or $16.19 per square foot.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated at $42,246.50, which is comprised of the following expenses:

	Total Dollars	**PSF**
Projected annual rent	$ 40,621.63	$16.19
GSA Management Fee (4%)	$ 1,624.87	
Total Cost, first year:	$ 42,246.50	

LEASE CONDITIONS: Full service lease. The Landlord is responsible for utilities, janitorial and custodial services, common area maintenance, electrical lines and fixtures, plumbing, air conditioning and heating equipment, roof related repairs and building structures. The County is responsible for any increase in its pro-rata share of Ad Valorem Taxes and Insurance over the base year 2004.

CANCELLATION PROVISION:	The County may cancel at any time by giving 90 days' prior written notice.
CURRENT LEASE:	The current lease was approved by the Board on October 19, 2004 by Resolution R-1300-04 and commenced on March 15, 2005 through March 14, 2008.
FUNDING SOURCE:	Operating Funds. This item has been budgeted in DERM'S operating budget.
OTHER PROPERTIES EVALUATED:	19 West Flagler Street, Miami — $22.50 PSF. Full service plus Common Area Maintenance. Landlord responsible for all utilities, building maintenance and common areas. 150 West Flagler Street, Miami — $32.00 PSF. Gross lease plus operating expenses. Tenant responsible for utilities, janitorial and custodial services. Landlord responsible for the maintenance of the building, common areas and building structure. 44 West Flagler Street, Miami — $20.00 PSF. Full service lease plus operating expenses. Landlord responsible for utilities, maintenance and common areas.
LEASE MONITOR:	Margaret Araujo, Real Estate Officer.
DELEGATED AUTHORITY:	The County Mayor is authorized to exercise a cancellation option of an existing lease agreement with Jack Thomas, Inc., as agents for Flagler Building, LLLP.

Director
General Services Administration

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: April 8, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(G)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(G)
4-8-08

RESOLUTION NO. R-335-08

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXERCISE THE RENEWAL OPTION OF AN EXISTING LEASE AGREEMENT AT 21 S.W. 2 AVENUE, MIAMI, WITH JACK THOMAS INC., AS AGENTS FOR FLAGLER BUILDING LLLP, A FLORIDA LIMITED LIABILITY CORPORATION AND LIMITED PARTNERSHIP FOR PREMISES BEING UTILIZED BY MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT, AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Renewal Option of an Existing Lease Agreement between Jack Thomas Inc., as agents for Flagler Building LLLP, a Florida Limited Liability Corporation and Limited Partnership, for premises being utilized by the Miami-Dade Department of Environmental Resources Management, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Barbara J. Jordan and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	absent
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MR

Monica Rizo

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OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 16(A)(8)
10-19-04

RESOLUTION NO. R-1300-04

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN EXECUTING A LEASE AGREEMENT AT 21 S.W. 2nd AVENUE, MIAMI, WITH JACK THOMAS, INC., AS AGENT FOR FLAGLER BUILDING J.V., FOR PREMISES TO BE UTILIZED BY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT FOR THE DIVISION OF RECOVERY AND MITIGATION SECTION (DORM); AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 13, 2004 this Board authorized the County Manager to administer County business during the period of July 30, 2004 through August 27, 2004 [Agenda Item No. 11(A)(3)]; such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for approval at the County Commission meeting of October 5, 2004,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action in executing the Lease Agreement between Miami-Dade County and Jack Thomas, Inc., as Agent for Flagler Building, J.V. for premises to be utilized by the Department of Environmental Resources Management for its Division of Recovery and Mitigation Section (DORM), in substantially the form attached hereto and

Memorandum

MIAMI-DADE COUNTY

Date: October 19, 2004

Agenda Item No. 16(A)(8)

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

From: George M. Burgess County Manager

Subject: Lease Agreement for DERM at 21 S.W. 2nd Avenue, Miami Property #4137-02-04

At the Governmental Operations and Environment Committee meeting of July 20, 2004, Commissioner Rebeca Sosa requested that the renewal option be modified to reflect that the Board of County Commissioners shall approve any renewal options contained in the lease agreement. This item reflects that modification.

The attached Lease Agreement has been prepared by General Services Administration (GSA) at the request of Department of Environmental Resources Management (DERM) and it is recommended that the Board approve the attached resolution ratifying the County Manager's action in executing the subject agreement.

PROPERTY: 21 S.W. 2nd Avenue, Miami

OWNER: Jack Thomas, Inc., as Agent for Flagler Building, J.V.

COMPANY PRINCIPALS:

Donald C. Thomas	12.5%
Donald Gildersleeve	12.5%
George Kanistras	12.5%
Henry and Kathy Block	12.5%
Harry Touby 1984 Revocable Trust	12.5%
Jack K. Thomas Jr.	12.5%
Murray McClain	12.5%
K. Lawrence	12.5%

USE: 2,510 rentable square feet of office space.

JUSTIFICATION: The DERM Division of Recovery and Mitigation (DORM) has a need to house consultants and files required to close out all FEMA related projects including secondary canal dredging, road restoration, drainage replacement, and drainage system cleaning. The use of this space to house files and a small operating group of consultants will reduce the present DERM-03 contract expenses, resulting in significant savings to the County. In addition, since all FEMA Program files will be housed at this location, FEMA closures and audits will be greatly facilitated. It is anticipated that this space will only be needed through the end of the FEMA

closure phase, estimated to be at the end of 2006. This space is situated immediately adjacent to DERM's administrative offices, which will allow DERM to closely interact with and monitor the work. The consultants to be housed in this space will be assigned through the existing DERM-05 contracts currently being used for FEMA Program work. It is anticipated that up to seven consultants will be working mostly in project related accounting activities. The DERM-05 pool has 20 consulting firms, see attached, under contract for a total of $40 million contract capacity. These seven consultants will be complementing another group of four (4), currently being housed in an adjacent space recently leased and approved by the Board on June 8, 2004 (BCC Agenda Item 7(F) (1) (A)). Both the earlier lease acquisition item referenced above and the present agenda item complete the acquisition of office space planned by DERM through the duration of the FEMA closures. The availability of lease office space allows DERM management to: 1) significantly reduce the consultant staff to be used for project closures resulting in a direct reduction of consultant fees; 2) reduce the multiplier applied to the hourly fees paid through consultant contracts from 2.85 to 2.1 for consultant staff housed in County offices; 3) more closely manage and lead the closure process to maximize and ensure timeliness of reimbursements from FEMA and the State.

LEASE TERM: Three years with one additional two-year renewal option period. Prior to exercising the renewal option, it must be presented to the Board of County Commissioners, for approval.

RENTAL RATE: Annual rent for the first year of the lease term will be $37,650.00, which is equal to $15.00 per square foot. The annual base rent for the second and subsequent years of the lease term will be adjusted in accordance with the annual percentage increase in the Consumer Price Index. In no event shall the increase exceed five percent (5%) on an annual basis.

The total financial impact for year one of the lease agreement is estimated to be $68,580, which is comprised of the following:

Annual Rent	$37,650
Phones/Data Installation	$ 8,250
Lease Management	$ 3,012
Furniture-Workstations	$19,668
Total Estimate:	$68,580

LEASE CONDITIONS:	Full service lease, including electricity, janitorial and custodial services. The County will reimburse the Landlord for its pro-rata share of any ad valorem tax and insurance increases over the base year of 2004, not to exceed ten percent per year.
EFFECTIVE DATES:	Commencing ten days after approval by the Board of County Commissioners, unless vetoed by the Mayor, and if vetoed shall become effective, only upon an override of this Board, completion of alterations by Landlord and acceptance by Tenant and terminating three years thereafter.
CANCELLATION PROVISION:	The Tenant may cancel the lease at any time after the 24th month of the initial lease term by giving the Landlord 90 days prior written notice.
FUNDING SOURCE:	DERM operating funds. This item has been budgeted by the Department of Environment and Resources Management.
OTHER PROPERTIES EVALUATED:	111 S.W. 3rd Street. 3,000 square feet @ $16.00 per square foot. Communications costs additional. "Shell" space requires major build-out. 19 West Flagler Street. 2,000 square feet @ $15.50 per square foot. Insufficient space available and major build out required. DERM leased additional office space at 172 West Flagler Street, Suites A, B, and F (BCC Agenda Item 7 (F) (1) (A) - approved on June 8, 2004). The earlier lease and the current one will provide the necessary office space for DERM to complete the FEMA Program closures. The current space was chosen because of its proximity to the earlier lease acquisition. Phone and data installation, as well as furniture costs are lower in the current lease space since the majority of the space will be used for filing. Applicable Lease Management Fees will be collected by GSA (equal to 8% of the lease amount).

Assistant County Manager

Department of Environmental Resources Management
Professional Services Agreements- DERM-05
FEMA Programs
7/19/2004

Number	User Department (s)	PO/Contract/Release Number	Name of Pool Members	Vendor/ Contractor Allocation
1	DERM	E01-DERM-05,E-2	A2 Group, Inc.	$ 2,000,000.00
2	DERM	E01-DERM-05,E-9	Avart, Inc.	$ 2,000,000.00
3	DERM	E01-DERM-05,E-19	B.A. Carmona and Associates, Inc.	$ 2,000,000.00
4	DERM	E01-DERM-05,E-5	BCC Engineering, Inc.	$ 2,000,000.00
5	DERM	E01-DERM-05,E-16	Campanile & Associates, Inc.	$ 2,000,000.00
6	DERM	E01-DERM-05,E-1	Civil Cadd Engineering, Inc.	$ 2,000,000.00
7	DERM	E01-DERM-05,E-18	Consulting Engineering & Science, Inc.	$ 2,000,000.00
8	DERM	E01-DERM-05,E-20	Craig A. Smith and Associates	$ 2,000,000.00
9	DERM	E01-DERM-05,E-12	Delta Consulting, Inc.	$ 2,000,000.00
10	DERM	E01-DERM-05,E-4	EAC Consulting, Inc.	$ 2,000,000.00
11	DERM	E01-DERM-05,E-7	EBS Engineering, Inc.	$ 2,000,000.00
12	DERM	E01-DERM-05,E-14	Keith and Schnars, P.A.	$ 2,000,000.00
13	DERM	E01-DERM-05,E-3	Ludovici & Orange Consulting Engineers, Inc.	$ 2,000,000.00
14	DERM	E01-DERM-05,E-8	Marlin Engineering, Inc.	$ 2,000,000.00
15	DERM	E01-DERM-05,E-10	Metric Engineering, Inc.	$ 2,000,000.00
16	DERM	E01-DERM-05,E-15	Parsons, Brinckerhoff Construction Services, Inc.	$ 2,000,000.00
17	DERM	E01-DERM-05,E-17	Post, Buckley, Schuh & Jernigan, Inc.	$ 2,000,000.00
18	DERM	E01-DERM-05,E-6	Robayna and Associates, Inc.	$ 2,000,000.00
19	DERM	E01-DERM-05,E-13	The Corradino Group, Inc. (Carr Smith Corradino)	$ 2,000,000.00
20	DERM	E01-DERM-05,E-11	Williams - Russell & Johnson, Inc.	$ 2,000,000.00
			Subtotal	**$ 40,000,000.00**

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DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 16(A)(8)
10-19-04

RESOLUTION NO. R-1300-04

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN EXECUTING A LEASE AGREEMENT AT 21 S.W. 2nd AVENUE, MIAMI, WITH JACK THOMAS, INC., AS AGENT FOR FLAGLER BUILDING J.V., FOR PREMISES TO BE UTILIZED BY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT FOR THE DIVISION OF RECOVERY AND MITIGATION SECTION (DORM); AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, at the County Commission meeting of July 13, 2004 this Board authorized the County Manager to administer County business during the period of July 30, 2004 through August 27, 2004 [Agenda Item No. 11(A)(3)]; such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for approval at the County Commission meeting of October 5, 2004,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Manager's action in executing the Lease Agreement between Miami-Dade County and Jack Thomas, Inc., as Agent for Flagler Building, J.V. for premises to be utilized by the Department of Environmental Resources Management for its Division of Recovery and Mitigation Section (DORM), in substantially the form attached hereto and

made a part hereof; and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Sen. Javier D Souto, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson absent
Katy Sorenson, Vice-Chairperson aye

Bruno A. Barreiro	absent	Jose "Pepe" Diaz	aye
Betty T. Ferguson	absent	Sally A. Heyman	aye
Joe A. Martinez	absent	Jimmy L. Morales	absent
Dennis C. Moss	aye	Dorrin D. Rolle	aye
Natacha Seijas	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. HB

Hugo Benitez

LEASE AGREEMENT

THIS AGREEMENT made on the 30th day of Aug. , 2004, by and between JACK THOMAS, INC., AS AGENT FOR FLAGLER BUILDING, J. V., herein after called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

Approximately 2,510 rentable square feet of air-conditioned and heated office space located at 21 S.W. 2nd Avenue, Miami, Florida.

The Building's square footage is 2,510 rentable square feet, of which 2,510 square feet of usable square feet is to be occupied by TENANT as the Premises. The ratio of rentable square footage to usable square footage in the Building is presently 0% (the "Factor"), which results in a rentable square footage in the Premises of 2,510.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

TO HAVE AND TO HOLD unto the said TENANT for a term of three (3) years commencing upon approval by the Board of County Commissioners, unless vetoed by the mayor, and if vetoed, shall become effective only upon an override of this Board, completion of alterations and acceptance by the TENANT and terminating three (3) years later. The total rental for the first year will be THIRTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00/100 ($37,650.00), payable in twelve (12) equal monthly installments of THREE THOUSAND ONE HUNDRED THIRTY-SEVEN Dollars and 50/100 ($3,137.50), payable in advance on the first day of every month C/O Jack Thomas, Inc., Trust Account, 25 S.W. 2nd Avenue, Miami, Florida 33130, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PREMISES

LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of ARTICLE XXIV, "Improvements of the Demised Premises."

Subject to the above, TENANT hereby accepts the premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement, after completion of alterations and acceptance by TENANT.

ARTICLE III
UTILITIES

LANDLORD during the term hereof shall pay all charges for water, waste disposal services, and electricity used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

Plumbing and electrical lines, fixtures, and equipment;
Halls, lavatories;
Trash and refuse disposal;
Janitorial and custodial services;
Air-conditioning and heating equipment;
Roof and roof leaks;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance and janitorial services. Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that adversely affects

TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the demised premises other than the above-described items.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenantable or unfit for the purpose of Tenant, either party may cancel this Lease Agreement by the giving of written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the demised premises wholly untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use

and occupancy. TENANT shall not be liable for rent during such period of time, as the premises shall be totally untenantable by reason of fire, windstorm, or other casualty.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall be at all times maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the leased premises. LANDLORD agrees that TENANT may, at TENANT's expense and subject to LANDLORD's prior reasonable approval; make such changes to the leased premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any

such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

LANDLORD shall provide building standard signage at the office building directory, if applicable and outside the principal entry at LANDLORD's expense. Any additional signage will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All additional signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exits, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or

person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
ASSIGNMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and

mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
RENT ADJUSTMENT

The base rent for each twelve month period after the initial twelve-month period and any subsequent year of this Lease shall be computed by multiplying the Annual Base Rent of THIRTY SEVEN THOUSAND SIX HUNDRED FIFTY Dollars and 00/100 ($37,650.00) by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month which is two months prior to the first day of such period and whose denominator shall be the Consumer Price Index (CPI) for the month of Lease Commencement. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment exceed five percent (5%) per annum, or be less than the rent for the immediately preceding year.

ARTICLE XIX
OPTION TO RENEW

HRB

Provided this Lease Agreement is not otherwise in default, TENANT through its Board of County Commissioners, is hereby granted the option to extend this Lease Agreement for one (1) additional two (2) year renewal period, upon the same terms and conditions, except that rental rate shall be adjusted each renewal period in accordance with the Consumer Price Index (CPI), by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until Thirty (30) business days after notice from LANDLORD of TENANT's

failure to exercise the option.

ARTICLE XX
CANCELLATION

TENANT, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time after the 24th month from commencement of this Lease by giving LANDLORD at least ninety (90) days' written notice prior to its effective date.

ARTICLE XXI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Real Estate Management Section
Facilities and Utilities Management Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Jack Thomas, Inc. Realtors
25 S.W. 2nd Avenue
Miami, Florida 33130

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXII
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" and applicable to the TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by the LANDLORD and the original test results shall be furnished to the TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and TENANT observation but never as a preventative. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXIII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXIV
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the demised premises for TENANT's initial occupancy in good, workmanlike, and timely manner in accordance with LANDLORD/TENANT approved drawing, copies of which are initialed by the parties hereto and on file with General Services Administration, Real Estate Section. LANDLORD's Work shall include: Replace existing toilet rooms with ADA code compliant facilities; install 2'x4' electric start fluorescent light fixtures as required; finish rough walls for painting; patch and paint all walls and install new carpet and cove base throughout the demised premises; install new 2x4 foot ceiling tiles throughout; install electric receptacles as required and j boxes above suspended ceiling for power pole connections; entry doors to have power available for TENANT's electric locks, patch broken pavement surface at front door, install new access doors on north wall with exit to pedestrian alley and install fire prevention equipment to meet governmental codes.

LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;

2. to make changes necessitated by conditions met in the course of construction, provided that

TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and

3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans within ninety (90) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto. Improvements to the demised premises shall be deemed substantially completed when all work is done in accordance with the Plans notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the demised premises for the purposes intended, as expressed in the Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the demised premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

ARTICLE XXV
AD VALOREM REAL ESTATE TAXES AND INSURANCE

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, as additional rent, its pro-rata share of any increase, over the Base Year 2004, in ad valorem real estate taxes. The percentage of the increase in ad valorem real estate taxes to be paid by the TENANT shall be the percentage which the usable area of the Premises (stipulated on page 1 to be approximately 2,510 square feet) bears to the total useable square feet contained in the building. Real property tax increase shall be calculated based on the November discounted rate and any increase in the ad valorem real property taxes

shall not exceed ten percent (10%) of the previous year's actual ad valorem real property taxes.

TENANT, upon submission of documentation of paid bills, shall reimburse LANDLORD, as additional rent, its pro-rata share of any increase, over the Base Year 2004, in the building's insurance expenses, which is agreed to be 100% of the building's rentable square feet. TENANT shall not be responsible for any increases in insurance expenses that exceed ten percent (10%) of the previous year's actual insurance expenses. The percentage of the increase in building insurance to be paid by the TENANT shall be the percentage which the usable area of the Premises (stipulated on page 1 to be approximately 2,510 square feet) bears to the total useable square feet contained in the building

ARTICLE XXVI
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

Catherine T Block
WITNESS

JACK THOMAS, INC., AS AGENT FOR
FLAGLER BUILDING, J. V.

By: Henry Block
Henry Block (LANDLORD)
Vice President

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
George M. Burgess
County Manager (TENANT)

EXHIBIT "A"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
   A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
   B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.

II. OUTSIDE AIR INTAKE - applicable on all central systems:
   A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.

III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
   A. ASHRAE generally accepted comfort zone for South Florida.
   B. Check controls and verify temperature and humidity are at or near guidelines - monthly.

IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
   A. Clean coils and check for leaks and loose connections - check quarterly.
   B. Lubricate fan motors and check belts - quarterly.
   C. Check air intake and exhaust - quarterly.
   D. Check fan motors for overheating and vibration - quarterly.
   E. Check structural frame for sturdiness - quarterly.
   F. Check and clean contact points in switches - quarterly.
   G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
   H. Check, remove trash, and clean condensate drain and trap - quarterly.

V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
   A. Check for indication of leakage - monthly.
   B. Check pressure and temperature - quarterly.

VI. PUMPS as applicable:
   A. Inspect belts for damage, tension, and alignment - quarterly.
   B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
   C. Check phase voltage and impeller - yearly.

VII. COOLING TOWER as applicable:
   A. Check water level - minimum monthly - prefer weekly.
   B. Check oil level in gear reducers - monthly.
   C. Check for leaks and excessive noise or vibration - monthly.
   D. Check water quality/chemical treatment - monthly.

VIII. BUILDING EXTERIOR:
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:
   A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:
   A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT "B"
JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

a) FLOORS

Daily: Carpeted areas - vacuum.
Non-carpeted areas - dust mop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.

Weekly: Non-carpeted areas - damp mop and spray buff.

Monthly: Strip and wax lobby, waiting and tile restroom areas.

Quarterly: Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).

Semiannually: Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.

Strip, reseal and wax with nonskid wax all normally waxed floors.

Annually: Machine clean all carpet throughout the facility.

b) WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

Weekly: Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.

Monthly: Dust or vacuum HVAC registers.

Annually: Clean all light fixtures diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily: Spot clean entrance and vicinity glass both inside and outside.

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

Daily: Clean and sanitize. Replenish supply of disposable cups (if applicable).

e) FURNISHINGS

Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.

Do not disturb any papers lying on desks or cabinets.

Weekly: Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.

Dust draperies, blinds or other window treatments.

Semiannually: Vacuum all drapes, blinds or other window treatments.

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.

Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have uniform color.

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

NOTE: THE WASHING OF EMPLOYEE'S DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

i) EXTERIOR

Daily:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
	Empty outside trash receptacles.
Weekly:	Sweep all exterior access areas, e.g., sidewalks, porches, courtyards, etc.

Perform other such services as are necessary to keep the facility clean and in a sanitary condition. In providing of the aforementioned services:

Only actual employees of the janitorial contractor are to be admitted to the premises.

During after hours cleaning, all outside doors are to be locked and janitorial staff is not to provide access to anyone into the facility. Janitorial staff is to check exterior doors and windows to insure the facility is secure at the time of leaving the facility.

LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

A copy of the MSDS for each cleaning agent or chemical used by janitorial service shall be provided to TENANT. Only those cleaning agents or chemicals approved by TENANT shall be used in the demised premises.