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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno Barreiro
And Members, Board of County Commissions

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

From: George M. Burgess
County Manager

Resolution No. R-479-08

Subject: Lease Agreement and Assignment of Lease at New Health Center Building at FIU University Park, 11200 S.W. 8th. Street, Miami, FL 33199 for the State of Florida Department of Health, Miami-Dade County Health Department

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement and Assignment of Lease Agreement at New Health Center Building at FIU University Park, 11200 S.W. 8th. Street, for the State of Florida Department of Health, Miami-Dade County Health Department. The Lease Agreement and Assignment of Lease Agreement Lease has been prepared by General Services Administration (GSA) at the request of State of Florida Department of Health, Miami-Dade County Health Department

PROPERTY:	FIU Campus, University Park, 11200 S.W. 8th. Street, Miami, FL 33199
COMMISSION DISTRICT:	11
COMMISSION DISTRICT IMPACTED:	Countywide
OWNER:	Florida International University (FIU)
PROPOSED TENANT:	Miami-Dade County Health Department to be assigned to the Florida Department of Health
USE:	Approximately 94,000 square feet of to be built office and medical/health space, which will allow the State of Florida's Miami-Dade County Health Department to relocate its main offices to a new facility which will establish an academic health department to train students in the healthcare field during internships at FIU's future Academic Health Center and 20 designated parking spaces. In addition, the new facility to be constructed by the University will house a new medical clinic to serve residents of the expanding western communities in the County.

JUSTIFICATION:	The State of Florida through its Miami-Dade County Health Department's management offices are currently housed in an outdated facility. By relocating to a new facility, the Health Department will be better able to administer the whole County's health program and perform critical public health functions such as epidemiology and disease control programs, Women, Infants and Children Health Programs and clinical and laboratory services. By moving on campus at FIU the Department will create an academic health department, one of only five in the entire county. With an academic department, FIU students in medicine, nursing, public health and other aligned health disciplines will be able to receive "hands-on" training through internships at a fully functioning Health Department and a new medical clinic which will be part of the new building.
LEASE TERM:	Thirty (30) Years with three (3) successive option periods of ten (10) years each.
COMMENCEMENT DATE OF LEASE TERM AND COMMENCEMENT OF RENT:	Date the premises are ready for occupancy as evidenced by a Temporary Certificate of Occupancy (TCO). It is anticipated that this date will be four (4) years from the date of a fully executed Lease Agreement.
RENTAL RATE:	Annual base rent for the first year is $3,008,004.00, which is equal to $32.00 per square feet for 94,000 square feet for a new building. This is a full service rate which will include all utilities, maintenance and operating expenses and will cover all debt service to be incurred by the FIU to pay off the revenue bonds. The rent shall be increased 4% per year starting in the second year and continuing through the first eight (8) years of the lease. Staring with the ninth (9th) year and thereafter, including the three extension options, the rental rate shall only be increased by 2% a year. Every five years during the lease term and any extensions, the parties will review the actual operating expenses and make any adjustments up or down in the full service rent payment.

FINANCIAL IMPACT:	No County funds will be used for the rental payments. FIU will pay for the construction of all base improvements which include the construction of the new facility estimated to cost $27 million. The State of Florida Miami-Dade Health Department, through its rent payments, will be responsible for all charges including its share of debt service payments and operating expenses. The furniture, fixtures and equipment (FF&E) are to be paid for by the Lessee which, after assignment of the Lease, will be the Florida Department of Health.
LEASE CONDITIONS:	This is a full service lease. The Lessor (Landlord) is responsible for providing electricity, water, non-medical waste disposal services, pest control, elevator maintenance, janitorial services in the premises, exterior of the building, plumbing and electrical lines, A/C equipment, roof and roof leaks, and maintaining all common areas, parking lots and garages and landscaping.
PARKING:	The Lessee (tenant) will have the use of 500 parking spaces through the issuance of decals on the University Campus as part of their full service rental payment. In addition, the Lessee will receive 20 parking spaces for the use of its short-term clients and visitors.
RIGHT OF FIRST OPTION:	The Lessee will have the first option to lease additional space in the new facility owned by FIU if it becomes available.
FUNDING SOURCE:	State of Florida Department of Health will supply the funds to be used to pay the rent and purchase the furniture, fixtures and equipment. No County funds will be expended.
COMMENTS AND BACKGROUND:	State law and administrative procedures permit the State of Florida Department of Health, Miami-Dade County Health Department, to lease space through Miami-Dade County Government. County programs will not operate from this leased facility and no County funds will be expended for this program. The resolution attached hereto also assigns the Lease

Agreement to the State of Florida, Department of Health, Miami-Dade County Health Department in order to transfer all legal and financial responsibility to the Florida Department of Health.

MONITOR: Leland Salomon, Chief, Real Estate Development, GSA

DELEGATED AUTHORITY: This resolution authorizes the County Mayor or his designee to execute the attached lease agreement with Florida International University and authorizes the County Mayor or his designee to assign the lease agreement to the State of Florida, Department of Health, Miami-Dade Health Department. The State of Florida, Department of Health, Miami-Dade County Health Department has the option to take additional space if available within the same facility from the same Landlord, without prior Board of County Commissioners approval.

Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: May 6, 2008

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

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

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)(B)
5-6-08

RESOLUTION NO. **R-479-08**

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT A BUILDING TO BE BUILT AT 11200 S.W. 8 STREET, MIAMI, WITH THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE OF THE STATE OF FLORIDA, ON BEHALF OF FLORIDA INTERNATIONAL UNIVERSITY, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, FOR ADMINISTRATIVE OFFICES AND TO ESTABLISH AN ACADEMIC HEALTH DEPARTMENT 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 Agreement between Miami-Dade County and The Florida International University Board of Trustees, a public body corporate of the State of Florida, on behalf of Florida International University, and the assignment of the Lease Agreement from the County to the State of Florida, Department of Health, Miami-Dade County Health Department, for premises to be utilized by The State of Florida Department of Health, Miami-Dade County Health Department for administrative offices and to establish an Academic Health Department, 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 **Carlos A. Gimenez**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** 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	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 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.

Monica Rizo

LEASE AGREEMENT BETWEEN
THE MIAMI-DADE COUNTY
AND FLORIDA INTERNATIONAL UNIVERSITY

This Lease Agreement ("Lease") is entered into as of this ____ day of _____, 2008 ("Effective Date") by and between The Florida International University Board of Trustees, a public body corporate of the State of Florida, on behalf of Florida International University ("LESSOR"), located at University Park, 11200 Southwest 8th Street, Miami, Florida 33199 and the Miami-Dade County, a political subdivision of the State of Florida, located at 111 NW 1st Street, Miami, Florida 33128 ("LESSEE").

1. PURPOSE AND INTENT

1.1 It is the intent of the parties to cooperate and work in a concerted effort in accomplishing the planning, design, construction, and maintenance of a joint use facility ("Center" or "Building") to be constructed on the campus of LESSOR in the near future. If the LESSOR obtains Public Education Capital Outlay ("PECO") funding, the Center will house an Academic Health Department ("AHD") of LESSOR as well as other LESSOR employees and possibly other lessees. This AHD will create a dynamic academic-practice collaboration, which effectively pools assets of both LESSOR and LESSEE. If LESSOR does not receive the PECO funding envisioned herein, LESSOR will either secure other sources of funding or phase construction so as to promptly proceed with the construction of the facility that will be occupied by LESSEE immediately while pursuing other alternatives to funding the construction of the portion of the joint use facility that will be occupied by LESSOR. This collaboration between LESSOR and LESSEE will help prepare the workforce to address the front-line public health needs of the community and broaden students' vision of professional employment opportunities. The expertise of the LESSEE can offer innumerable opportunities for LESSOR to investigate best practices, issues in health administration, policies, etc., and how LESSOR can improve the systems of the health departments' service delivery through its analytic and evaluation capacities.

1.2 The Center will be named in accordance with the laws of State of Florida and LESSOR policies, rules and regulations; however, the name of the Center will be

subject to approval by LESSEE, which approval will not be unreasonably withheld or delayed. Any subsequent name change must be approved by both LESSOR and LESSEE in writing.

1.3 The parties acknowledge that LESSOR's obligations under this Agreement are contingent upon receipt of all necessary approvals and appropriate funding for the Project.

1.4 The parties acknowledge that it is the intent of the LESSEE, upon approval by its Board of County Commissioners ("Miami-Dade County"), to immediately assign this Lease Agreement to the Florida Department of Health ("DOH" or "ASSIGNEE") an agency of the State of Florida, created under §20.43(2007) of the Florida Statutes at which time Miami-Dade County shall no longer be responsible for any of the terms and conditions contained herein and full responsibility shall rest with the DOH as LESSEE.

2. PREMISES AND ACCESS

2.1 LESSOR hereby leases to LESSEE upon all the conditions and covenants set forth herein, approximately 94,000 gross square feet of space ("Premises") in the Center. The Premises represent the LESSEE's component of the Center. If PECO funding is obtained, the LESSOR's portion of the Center will consist of an additional approximately 39,000 gross square feet and will either be a part of one, jointly occupied facility or housed in a separate, adjacent facility. The Center will be located in the Academic Health Science Complex in the northeast quadrant of the LESSOR's University Park Campus. The specific location of the Center will be determined by the Academic Health Science Center Master Plan for the Complex and will be approved by both the LESSOR and LESSEE in writing. The Premises and the Center are more particularly described in Section 3 of this Lease.

2.2 LESSOR will provide LESSEE, subject to the terms in this Lease, the right in common with LESSOR and other LESSEEs to use the common areas appurtenant to the Premises, including, but not limited to, sidewalks, parking areas, stairways, service corridors, delivery areas, landscaped areas, access and interior roads, lighting facilities and other campus services such as the library, food service, copy centers and exercise facilities. It is agreed that the LESSEE's staff shall pay the same fees for use of the exercise facilities as FIU's faculty and staff.

2.3 LESSOR agrees that should it become necessary for it to be constructing its portion of the Center after the LESSEE has occupied its Premises, then LESSOR will use its reasonable, best efforts not to interrupt the operation of the LESSEE's business during the construction and will keep the Premises and other areas clear of construction materials and debris at all times.

3. CENTER DESIGN AND PROJECT SCOPE

3.1 The conceptual plan for the Center has been jointly developed by LESSOR and LESSEE. A copy of the plan, entitled "Feasibility Report and Recommendations for the Proposed FIU and Miami-Dade County Health Department Building" prepared by Brown and Brown Architects and dated June 1, 2007 (the "Plan"), is attached as Exhibit "A" hereto and incorporated herein by this reference. DOH agrees that as part of its Clinical and Laboratory Services area, it will allocate approximately 1,500 gross square feet to FIU to be used for collaborative research projects with DOH. FIU will be responsible for retrofitting the designated space to fit its needs for a laboratory research facility. FIU will be responsible for the management of the laboratory area, including maintenance and operation. DOH will be responsible for the rent associated with this area.

3.2 The parties acknowledge that the Plan is conceptual and that the final location and design of the Center will be determined as a result of the Academic Health Science Center Master Plan and the detailed design for the Center. Specifically, the parties agree that the Premises and the LESSOR's Academic Health Department may be integrated horizontally or vertically. Notwithstanding the foregoing, both parties must agree in writing on the Center's location and design prior to the commencement of construction.

3.3 The Center's planning, design and construction will be accomplished through the joint efforts of LESSEE and LESSOR. LESSOR and LESSEE will agree on the choice of the firms that will be responsible for the design and construction of the Center. LESSOR agrees that it will keep LESSEE actively informed as to the progress of the Center's design and construction, and agrees that LESSEE will assign a representative to serve on the Project Team that will oversee and actively participate in all aspects of the design and construction of the Center.

3.4 Delivery of Premises. The parties anticipate that the Center will be completed in accordance with the following Project Schedule:

Selection of Architect/Engineer	Within six (6) months following Effective Date
Completion of 100% Design for the Center	Within twenty-four (24) months following the Effective Date
Substantial Completion of the Premises	Within forty-eight (48) months following the Effective Date

If Substantial Completion has not occurred within sixty (60) months following the Effective Date [the Effective Date is the date that this Agreement is last executed by FIU, Miami-Dade County or the Florida Department of Health] , except for matters of force majeure or events arising from circumstances beyond LESSOR's reasonable control, including LESSEE-directed changes to the work, LESSEE may at its option at any time thereafter but prior to the delivery of possession, provide LESSOR with written notice of its intent to terminate this Lease and shall provide LESSOR with an opportunity to achieve Substantial Completion within a twelve month period following the date of the notice ("Notice Period"). LESSOR shall provide LESSEE with a corrective action plan identifying the manner in which LESSOR will achieve Substantial Completion within the twelve-month Notice Period, and agrees, upon request, to provide LESSEE with monthly progress reports thereafter. In the event LESSOR is unable to achieve Substantial Completion at the conclusion of the Notice Period, LESSEE shall have the right to terminate this Lease forthwith and LESSEE and LESSOR shall thereupon be released from all obligations under this Lease. The LESSOR and the ASSIGNEE, both of which are public entities of the State of Florida, agree to reasonably accommodate each other in good-faith prior to invoking the termination provision provided herein, and agree to explore all collaborative options as may be available so as to complete the Center in an expeditious manner so as to accomplish the intent of this Agreement and the public purposes associated therewith.

3.5 LESSOR will formally submit design and construction documents to LESSEE for review at the 25%, 50%, 75% and 100% design and construction stages. LESSEE shall review and provide relevant comments on the design and construction documents as provided for in Section 4.2(f) below.

3.6 The proposed building will incorporate "sustainable building strategies" in accordance with the USGBC LEED 2.2 NC Rating System that will improve the overall performance of the building.

4. CONSTRUCTION AND IMPROVEMENTS

4.1 Construction of the Building.

LESSOR anticipates substantially completing the Building (including (i) Substantial Completion of the Premises' common area facilities, (ii) Substantial Completion of the Building systems necessary to service the Building including, without limitation, HVAC, electrical, and elevators, and (iii) Substantial Completion of the public entrances and lobbies of the Building) and Base Improvements (as that term is defined in Section 4.2, below), meaning that the Building and Base Improvements will be constructed to the degree necessary that would (a) allow the applicable governmental building authority to issue a Certificate of Completion or Temporary Certificate of Completion (or its equivalent) and (b) allow, after such issuance, for LESSEE to occupy the constructed area for purposes of commencing the build-out of the LESSEE's Work, subject to the completion of items generally known in the industry as "punchlist items" ("Punch-List items") that do not materially interfere with LESSEE's ability to perform such build-out ("Substantial Completion") in accordance with the Project Schedule set forth in Section 3.4. In addition to the foregoing, Substantial Completion shall include the meaning that the work will be completed to a condition that allows commencement of the build-out of the LESSEE's Work in the Premises to commence. LESSOR shall keep LESSEE reasonably informed of the likely date the Premises will be Substantially Complete, which date may change depending on force majeure and other issues beyond LESSOR's control (subject to Section 3.4) that prevent LESSOR from completing the Building and Base Improvements by the projected date for Substantial Completion.

4.2 Base Improvements.

(a) Subject to the terms, conditions, and covenants of this Lease Agreement, including, without limitation, Section 4.1 above concerning construction of the Building, LESSOR, at its expense, shall partition and prepare the Premises to a base building condition (collectively, "Base Improvements") in accordance with the plans and specifications prepared by LESSOR's architect and approved by LESSEE and, only as set forth in Section 4.2(f) of this Lease, LESSOR shall bear the expense of installing only those items and making only such improvements as are building standard improvements, meaning such sheetrock, paint, carpeting, doors, door frames, fixtures, electrical, lighting, plumbing, HVAC and other material improvements as are ordinarily and customarily utilized by office building tenant improvement contractors in the Miami, Florida area at their reasonable discretion necessary to substantially complete the Base

Improvements described herein within the minimum requirements of the applicable building code. Without limiting the foregoing, the building standard improvements are listed on Exhibit "A" attached hereto, and are subject to change provided that both LESSEE and LESSOR agree to any change. The cost of all installations or improvements requested by LESSEE in excess of building standard improvements or which are not included as building standard improvements (as provided for in this Section 4.2) but which are to be made by LESSOR shall be paid by LESSEE as provided in Article 4.2(e) below. The improvements described on Exhibit "A" attached hereto constitute all the Base Improvements which are LESSOR's responsibility to construct the Substantial Completion of which will place the Premises into a substantially finished base building condition in fulfillment of LESSOR's construction obligations under this Lease.

(b) Failure by LESSEE to reimburse LESSOR in full within sixty (60) days after LESSEE's receipt of an invoice therefore will constitute an event of default by LESSEE hereunder.

(c) LESSOR reserves the right:

(i) to substitute construction materials of equivalent grade and quality when and if any material specified in the working drawings shall not be readily and reasonably available;

(ii) to make changes necessitated by conditions met in the course of construction, provided that LESSEE's written approval of any material changes shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Final Drawings); and

(iii) to make changes as required by the local building department in order to obtain a building permit or a temporary certificate of occupancy (or its equivalent).

(d) LESSOR anticipates that it will Substantially Complete all Base Improvements in accordance with the Project Schedule set forth in Section 3.4, notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items) to be described on the TENANT Acceptance Agreement attached hereto as Exhibit "D". The rent commencement date shall be the Commencement Date. LESSOR shall complete such Punch-List items at its expense at a time mutually convenient to both parties, during which time LESSEE may, if permitted by law and applicable governmental authorities, handle its LESSEE Work i.e. build out the interior of its Premises and install its trade fixtures, furniture, fixtures, equipment and other property (the "LESSEE Work").

Subject to LESSOR's reasonable approval, LESSEE may commence LESSEE Work prior to Substantial Completion as long as the LESSEE Work does not inhibit or interfere with the Base Improvements work in any way. LESSOR shall make every reasonable effort to complete the Punch-List items within sixty (60) days of its receipt of a fully executed TENANT Acceptance Agreement, or within such time as the parties may otherwise agree. In the event LESSOR has not completed a particular Punch-List item within the agreed-upon time frame, LESSEE shall notify LESSOR of such particular item or items. If LESSOR does not complete said item or items to LESSEE's reasonable satisfaction within thirty (30) days of receipt of said notice or within a reasonable period of time to complete the particular punch-list item at issue, then LESSEE may undertake the completion of same and invoice LESSOR for the expenses reasonably and actually incurred by LESSEE.

(e) With respect to work performed by LESSOR at LESSEE's expense, or any work required due to any changes required by LESSEE or LESSEE's architect, engineers or space planners (collectively, referred to as "Additional Work"), LESSEE and LESSOR shall follow the following procedures: LESSEE shall request such work from LESSOR in writing, and LESSOR shall respond within thirty (30) days of receipt of the request by providing LESSEE with a proposal describing the estimated quantities and cost involved to perform the Additional Work. LESSEE acknowledges and agrees that such estimates may first only include estimates for soft costs (e.g., architectural, MEP engineering, civil engineering, etc.) and the estimates for hard costs (e.g., the actual construction work) may only be provided after the applicable plans for said Additional Work are completed and the applicable building department has provided final approval, if any, therefore. Once such final building department approval has been provided, LESSOR shall request that its general contractor provide LESSEE (together with such hard cost estimate) an estimate of time associated with such Additional Work (the "Original Estimated Period of Delay") to identify the time impacts, if any, the Additional Work may cause to the Project construction schedule (such hard cost estimate and Original Estimated Period of Delay are sometimes collectively referred to as "Change Order"). If LESSEE approves said Change Order (i) hard estimate and (ii) time, LESSEE shall be responsible for any and all costs, fees, expenses, and/or damages sustained by LESSOR, which, directly or indirectly, relate to (a) any portion of the Additional Work and/or (b) the Original Estimated Period of Delay caused by each such Additional Work. Additionally, if the Project construction schedule is delayed for a

period greater than the Original Estimated Period of Delay, and such additional delay is caused by LESSEE, including, but not limited to, LESSEE's failure to timely and/or promptly respond to request(s) for details, information, etc., LESSEE shall be responsible for said costs, fees, expenses and/or damages which, directly or indirectly, relate to such additional delay. Within five (5) business days of LESSEE's receipt of LESSOR's proposal, LESSEE shall either approve LESSOR's proposal in writing or tender a counter proposal, which LESSEE and LESSOR shall negotiate in good faith. Upon LESSEE and LESSOR's agreement as to the changes and the costs therefore, LESSEE and LESSOR shall memorialize their agreement in writing (an "Additional Work Order"). LESSEE, at LESSEE's sole cost and expense shall compensate the LESSOR for work performed pursuant to an Additional Work Order within sixty (60) days of receipt of an invoice therefore. LESSEE has the right to inspect the Premises during construction, and all Base Improvements which deviate substantially from the approved working drawings and are reasonably unsatisfactory to LESSEE must be corrected or repaired at LESSOR's expense, unless due to any change orders required by LESSEE.

(f) Prior to submission to the building department of complete construction documents for the Building, LESSOR shall submit to LESSEE Project construction documents for LESSEE's review. For purposes of this subparagraph 4.2(f), LESSOR's submission to LESSEE of "Project construction documents" (as referenced in the immediately preceding sentence) that are, according to the architect, one hundred (100%) completed, shall be deemed sufficient. The only basis upon which LESSEE may object to such plans is a material non-conformity with the provisions of Section 4.2(a) of, or Exhibit A to, this Lease. LESSEE shall give written notice to LESSOR within ten (10) business days after delivery of said construction documents to LESSEE of the particulars, if any, in which said construction documents fail to conform to such Section 4.2(a) or Exhibit A and LESSOR shall, after such notice from LESSEE of nonconformity, make the revision(s) necessary to correct such matters to LESSEE's reasonable satisfaction, and resubmit revised construction documents to LESSEE. LESSEE shall then review said revised construction documents and provide LESSOR with its comments and required changes, if any, or its approval, within ten (10) business days after delivery of the revised construction documents to LESSEE. If comments or required changes are made, then LESSEE and LESSOR may undertake the preparation and approval of additional construction documents with LESSEE only being provided ten (10) business days for each review, for up to a maximum of two (2) times after the

submission of the first set of working drawings, after which LESSEE's approval shall be deemed provided. LESSEE's approval shall be evidenced by LESSEE causing one (1) set of such construction documents to be initialed and dated on its behalf and returned to LESSOR. If LESSEE does not review, make comments, change, or approve said construction documents and notify LESSOR, in writing, within the applicable timeframe, set forth above, then LESSOR shall deem the construction documents approved without revision by LESSEE, and LESSOR shall proceed with construction of the Base Improvements. Said construction documents as so approved shall be deemed the "Final Drawings." All construction documents and the Final Drawings shall be prepared in accordance with applicable governing codes and ordinances. To the extent that any changes are made to any of the Final Drawings which are, in any manner, related to any comments and/or revisions made by the applicable building department(s), water and sewer departments, fire department(s), health departments, DERM, zoning, and/or any other governmental and/or quasi-governmental departments, LESSOR shall not be required to submit such changes to LESSEE for LESSEE's review or approval, unless such changes materially change (a) the layout or (b) the amount of gross square feet of the Premises. LESSOR shall provide at its cost and expense all necessary permits for Base Improvements. LESSOR shall provide at its cost and expense the certificate or temporary certificate of completion (or its equivalent) with respect to substantial completion of the Base Improvements. LESSEE is responsible for the costs of all other licenses and/or fees required to operate in the Premises.

5. CENTER CONSTRUCTION AND FUNDING

5.1 The budget for design, permitting, and construction of the Center is to be funded by LESSOR and/or a direct support organization of LESSOR. The preliminary construction budget including soft costs for the Center but exclusive of furniture and equipment, is in the amount of $24,000,000.

5.2 LESSOR (and/or a direct support organization of LESSOR) shall be solely responsible for the construction of the Center.

5.3 The parties acknowledge that a "Construction Manager at Risk" or "CM at Risk" will be used for this Project. The CM at Risk will provide a Guaranteed Maximum Price ("GMP") including all required fees for the Project.

5.4 The parties agree that in the event the GMP causes the overall budget for the Project to exceed $24,000,000, the Project will go through a value engineering

phase designed to reduce construction costs. If the construction costs cannot be reduced below $24,000,000, the parties agree to work in good faith to restructure the terms of this Lease Agreement in a manner which will allow the Project to proceed. Specifically, LESSEE agrees to either (i) extend the Lease Term by the number of years required to finance the incremental amount needed to construct the Center and/or (ii) adjust the monthly rental by an amount which will cover the incremental funding needed to construct the Center. Should the parties be unable to reach a satisfactory agreement to increase the budget prior to the LESSOR's issuance of the bonds that will finance the construction of the Project, then either party may cancel this Agreement with no liability one to the other. It is agreed that no bonds will be issued prior to the completion of the design of the Center unless otherwise mutually agreed to by the parties.

5.5 LESSOR agrees that all funds from bond proceeds, including reserve funds, interest earnings and contingency funds shall all be applied towards the cost of the Center and that it shall provide the LESSEE (ASSIGNEE) with a quarterly accounting of sources and uses of all project funds.

5.5 It is acknowledged that the University has begun incurring costs for programming and design of the Premises in November of 2007, and that the parties anticipate that revenue bonds to finance the programming, design and construction of the Center will be issued by September 2008. In the event LESSEE terminates this Lease at any time prior to completion of construction of the Premises, except in the event of LESSOR's default, LESSEE agrees to reimburse LESSOR for all reasonable expenses incurred by LESSOR in connection with the programming and design of the LESSEE Premises through the date of termination of this Lease.

6. TERM

6.1 The initial term of this Lease shall be for thirty (30) years, including the Initial Lease Year (as defined herein), unless sooner terminated pursuant to this Agreement. Notwithstanding the foregoing, once this Lease Agreement has been assigned to DOH, the ASIGNEE and LESSOR may adjust the term to their mutual satisfaction in accordance with applicable law. The Commencement Date will be the date the Premises are ready for LESSEE occupancy as evidenced by a Temporary Certificate of Occupancy. The Premises will be conclusively deemed ready for LESSEE occupancy on the date no later than thirty (30) days after LESSOR has notified LESSEE that:

(a) the Temporary Certificate of Occupancy ("TCO") for the Premises has been issued by the appropriate authorities; and

(b) all installations, construction, and other work to be done by LESSOR with respect to the Premises have been substantially completed. The parties agree that minor mechanical and other punch list adjustments shall be made as promptly after occupancy as possible.

6.2 The Initial Lease Year will begin on the Commencement Date and end on the next June 30. Thereafter, the Lease Year will run from July 1 through June 30 of the subsequent year. If LESSEE occupies the Premises with the consent of LESSOR prior to the Commencement Date, such occupancy will be subject to the provisions hereof. Notwithstanding the forgoing, LESSOR needs to work with LESSEE to allow LESSEE, if at all possible, to begin its build-out of the Premises prior to Certificate of Completion provided LESSEE shall not interfere with the completion of the work by the contractor(s).

LESSEE shall have the option to extend the Initial Lease Term for three (3) successive periods of ten (10) years (s) (each period to be referred to as an "Extended Term") upon the condition that this Lease is in full force and effect and LESSEE is not in default under the Lease at the time of exercise of the option and at the commencement of the Extended Term. The Extended Term shall be upon the same terms and conditions as provided in this Lease, except that (i) the rent for each Extended Term shall be at rates mutually agreed to in writing by the parties: and (ii) there shall be no privilege to extend the term beyond the expiration of the three successive Extended Terms unless the parties mutually agree in writing to a further extension of a specified duration at least one (1) year prior to the expiration of the last Extended Term. LESSEE shall exercise the option for an Extended Term by notifying LESSOR in writing at lease six (6) months prior to the expiration of the then current term. Provided this Lease has been assigned to the DOH, upon such exercise, and provided that said notification shall include the new rent, the new expiration date of the Lease and contain the approval of the ASSIGNEE, this Lease shall be deemed extended without the execution of any further lease or other instrument. Any reference herein to the lease term shall include, in addition to the Initial Term, the Extended Term as to which LESSEE properly exercised its option.

7. USE

7.1 LESSEE hereby covenants and agrees not to use the Premises other than for the purposes consistent with its mission without the prior consent of LESSOR. LESSOR hereby covenants and agrees not to use any remaining portion, if any, of the Center for purposes that are inconsistent with the mission of LESSEE. Both parties, in recognition of the public purposes for which the Center is being constructed, covenant and agree to mutually compatible usage, if applicable.

7.2 It is the intent of the parties for LESSEE to be a long-term occupant of the Center pursuant to the terms of this Lease and the AFFILIATION AGREEMENT between FIU and DOH attached hereto as Exhibit "C".

8. RENT

8.1 Commencing on the date the Premises are ready for LESSEE occupancy (as defined in Section 5 above), LESSEE will pay LESSOR $250,667.00 per month, such payment to be made monthly in arrears or as otherwise agreed to by the parties. This amount is the "basic rent." Rent for any fractional month at the beginning or end of the Lease Term will be prorated on a per-day basis. With the exception of the Initial Lease Year, LESSOR may increase the basic rent by no more than 4% per year for the first eight years of the lease or until the revenue bonds are at a level debt service payment, whichever occurs first. For each succeeding Lease Year during the initial Lease Term and in any Extended Term, LESSOR may increase the basic rent by no more than 2% per year. At least ninety (90) days prior to the expiration of each Lease Year, LESSOR will provide written notice to LESSEE as to the amount and reason for the increase for the next Lease Year.

8.2 It is understood and agreed by the parties that if at any time during the Term, or any extension thereof, the debt service on the interest and principal for the Premises is fully paid or is reduced due to refinancing or other similar debt restructuring, that LESSOR and LESSEE will promptly meet to establish an appropriate reduction in the monthly rent paid by LESSEE.

8.3 If, during the Term, or any extension thereof, the Premises is refinanced, then a new amount shall be calculated and included in the monthly Rent in place of that portion of the Rent ascribed to the retired debt.

8.4 In accordance with Section 255.2502 of the Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

9. OPERATING EXPENSES

9.1 The term "Operating Expenses" as used in this Agreement includes but is not limited to (i) all costs and expenses incurred with respect to the maintenance, protection, control, and operation of the Premises, including, but not limited to, normal janitorial and custodial expenses (as further defined in Section 9.2 hereof), maintenance and repair costs (as further defined in Section 12 hereof), drainage, water, sewer, security storm water expenses, pest control services, fire alarm monitoring and maintenance, elevator maintenance, electricity, gas, trash, landscaping, pest control, plumbing, heating, air conditioning, ventilating and electrical and lighting facilities, inspections, normal wear and tear repairs, replacements or other like expenses, (ii) all applicable real property taxes and special assessments which accrue against the Premises during the term of this Lease, (iii) all insurance premiums LESSOR is required to pay or deems necessary to pay to protect the Center, including public liability insurance with respect to the Premises, (iv) any capital improvements to the Center provided that any such improvements in excess of $100,000 are first approved by LESSEE, (v) repairs, restoration or other work occasioned by fire, windstorm, or other casualty after proceeds from any insurance is first deducted, (vi) income and franchise taxes of LESSOR only as they may relate to the LESSEE's facility, (vii) interest or principal payments on any mortgage or other indebtedness of LESSOR, or a direct support organization of LESSOR, as applicable, related to the Center. The term "Operating Expenses" does not include any other expenses incurred by LESSEE with respect to its operation of the Premises, such as telephone service or internet service, and does not include operating and maintenance expenses related to any LESSEE clinics and laboratories located on the Premises for which LESSEE shall be solely responsible.

9.2 LESSOR shall provide normal janitorial, custodial and waste management services typical for a normal office building as per Exhibit "B" attached.

9.3 LESSEE shall be responsible for janitorial, custodial and waste management services for all clinical areas of the Premises. Specifically, LESSEE shall be responsible for the proper monitoring and disposal of all medical and hazardous

waste from the LESSEE operations in the Premises. LESSEE shall also be responsible for propane and clinical gas services to the Premises.

9.4 The parties agree that safety and security are essential for the operation of the Center and the Premises. LESSOR shall provide normal, external police services (i.e. the same services that LESSOR provides to other facilities on campus) to the Center. This does not include any personnel specifically assigned to the Center or the Premises. LESSEE shall be responsible for providing security services and personnel for the operations conducted at the Premises.

9.5 Responsibility for Paying Operating Expenses. Included in and as part of the Rent paid by LESSEE for the Premises provided for in Section 8 above, LESSOR shall pay all Operating Expenses (as defined above) for the Premises. Every five (5) years during the term of the Lease (5th year, 10th year, 15th year etc.), the parties agree to review the amounts set aside by Lessor to pay Operating Expenses for Premises, and to make any appropriate adjustments, purchases and/or rebates as mutually agreed to by the parties. The LESSEE may, if it chooses, use any credit it may have accumulated for payment of capital items it may be required to pay based on this Agreement.

10. TAXES

10.1 At the time of execution of this Lease, the Premises are not subject to ad valorem real property taxes. Should the Premises become subject to such taxes, LESSOR will be solely responsible to pay those taxes attributable to the Premises.

10.2 LESSEE shall pay, prior to delinquency, all applicable taxes assessed against and levied upon LESSEE trade fixtures, furnishings, equipment, and all other LESSEE personal property to be assessed and billed separately from the real property of LESSOR. If any of LESSEE's personal property shall be assessed with LESSOR's real property, LESSOR shall immediately notify LESSEE and both will cooperatively attempt to remedy the error with the appropriate taxing authority. In the event remediation fails, LESSEE will pay LESSOR taxes paid by LESSOR attributable to LESSEE's personal property within ten (10) days after receipt of a written statement from LESSOR setting forth the taxes applicable to LESSEE's personal property.

11. FURNISHINGS AND EQUIPMENT

LESSEE is responsible for purchase, installation and maintenance of all its furnishings and equipment in the Leased Premises.

12. REPAIRS AND MAINTENANCE

12.1 Casualty and Condemnation. The specific provisions hereof relating to repairs after casualty and condemnation shall take precedence over the terms of this Section but only to the extent of conflict therewith.

12.2 LESSOR Responsibilities and Duties.

12.2.1 LESSOR will maintain the roof, foundation, building, utilities distribution systems and elevators, exterior windows, means of ingress and egress, doors, parking areas, lawn and landscaping, fences, sidewalks, exterior and interior lighting, exterior and interior paint, all exterior windows, drainage system and the structural soundness of the Center, in good repair and condition. LESSOR will be responsible for repairs to the Premises necessitated by failure of the foundation or structural components of the Center, including the roof, building utilities distribution systems, and elevators, or by LESSOR's failure to maintain the exterior of the building. LESSOR's cost of maintaining the items set forth in this subparagraph will be part of the Operating Expenses as defined in this Agreement.

12.2.2 The driveways, parking areas and sidewalks serving the Premises will be available to LESSEE, its officers, employees, agents, clients, and invitees, as well as to other tenants of the Center and their respective employees and invitees. The use of such facilities will, at all times, be subject to such reasonable rules and regulations as LESSOR may promulgate not inconsistent with this Agreement and to all applicable governmental rules and regulations.

12.3 LESSEE Responsibilities and Duties.

12.3.1 in addition to its obligation in Section 7.2 hereof, LESSEE shall, at its sole cost and expense: (i) maintain the interior of the Premises in good repair and condition, and (ii) be fully responsible for the operation and maintenance of all LESSEE laboratories and clinics located within the Premises (including all related expenses); and (iii) provide security as needed, in DOH's reasonable discretion, for all public areas of the Premises, including any clinics and laboratories located within the Premises.

12.3.2 LESSEE will not willfully cause or permit any damage to any portion of the Premises or the Center. LESSEE will repair and pay for any damage to the Premises or the Center caused by LESSEE or its agents, employees, contractors and invitees, ordinary wear and tear excepted. LESSEE's moveable machinery, furniture, fixtures and equipment, other than that which is affixed to the Premises so that it cannot

be removed without damage to the Premises and which LESSOR does not require LESSEE to remove, may be removed by LESSEE upon expiration of the Lease Term. LESSEE will repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment. Upon termination of this Lease, for any cause whatsoever, if LESSEE fails to remove its effects within a reasonable time, they will be deemed abandoned and LESSOR may, at is option, remove the same in any reasonable manner LESSOR shall choose, store them in a reasonable manner so as to avoid liability to LESSEE for loss thereof. LESSEE agrees to pay LESSOR within twenty (20) days of demand any and all direct expenses incurred in such removal, including storage charges for any length of time the same are in LESSOR's possession; or subject to LESSOR approval, LESSEE may transfer ownership of said effects to LESSOR at no expense to LESSEE. LESSEE will deliver all keys, key cards, combinations to locks, and key card door apparatus instructions within the Premises to LESSOR upon termination of this Lease. LESSEE's obligation to perform under this provision shall survive the end of the Lease Term.

13. ALTERATIONS

The Premises will be accepted at CC by LESSEE provided they are finished in accordance with the appropriate architectural plans and specifications for the project that were approved by LESSEE. LESSOR or its agent will use due diligence to obtain all required permits and government approvals and will not initiate construction or installation until a building permit has been issued. All work will conform to all applicable statutes, ordinances, building codes and rules and regulations.

LESSEE will not, without LESSOR's prior written consent, which consent will not be unreasonably withheld or delayed, make any alterations, improvements, additions, or utility installations (as defined herein) in, on, or to the Premises. As used in this Paragraph, the term "utility installation" means carpeting, window coverage, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning and plumbing, if any.

Any alteration, improvement, addition or utility installation in or to the Premises that LESSEE desires to make will be presented to LESSOR for approval in written form, with proposed detailed plans. If LESSOR gives its consent, which consent will not be unreasonably withheld or delayed, the consent will be deemed conditioned upon LESSEE acquiring all necessary permits to do the work from LESSOR's Code

Compliance Office and the State Fire Marshall, the furnishing of a copy thereof to LESSOR prior to the commencement of the work, the compliance by LESSEE with all conditions of such permits in a prompt and expeditious manner, and if applicable, LESSEE's conducting its work so as not to interfere with any other tenants of the Center.

Unless LESSOR requires their removal, all alterations, improvement, additions, and utility installations made on the Premises shall become the property of LESSOR and remain upon and be surrendered with the Premises at the full expiration of the Initial Lease Term and any Extended Term without compensation to LESSEE.

14. DEFAULTS; ABANDONMENT

14.1 LESSEE will be deemed to be in default of its obligations under this Lease upon the occurrence of any of the following:

a. LESSEE's failure to make any payment due hereunder within (30) days after the date on which such payment is due.

b. LESSEE's failure to perform any covenant, promise or obligation under this Lease for a period of thirty (30) days after written notice of such default. If such failure cannot reasonably be cured within said thirty (30) day period, LESSEE will have such additional time to cure as the parties may reasonably agree upon, provided that LESSEE uses due diligence in attempting to cure.

14.2 Abandonment of Premises. LESSEE's abandonment or vacation of the Premises during the term of this Lease or LESSEE's non-occupation of the Premises for a period of One Hundred Eighty (180) days or more will be deemed abandonment unless LESSEE is continuing to pay monthly Lease Payments during the term of such non-occupation. In case of abandonment, LESSOR, at its option, may end LESSEE's right to possession under the Lease, re-enter and take possession of the Premises and relet or attempt to relet the Premises on behalf of LESSEE.

14.3 In case of either default or abandonment, LESSOR may choose to pursue any and all remedies permitted by Florida Law.

15. RIGHT OF FIRST OPTION.

During the Lease Term, should any tenants in the Center, including LESSOR, decide that it will no longer occupy all or any part of the Center, LESSOR will provide written notice of the tenant's intent to vacate the premises to LESSEE no later than one hundred and eighty (180) days prior to the tenant vacating. LESSEE will have the first

option to lease the vacated premises by providing written notice ("Notice of Exercise") to be received by LESSOR no later than ninety (90) days prior to the date the tenant is vacating. LESSEE and LESSOR will have ninety (90) days from LESSOR's receipt of the Notice to Exercise to negotiate the terms of the lease of the new premises. If the parties are unable to reach agreement within such ninety (90) day period, then, LESSOR may lease the premises to other entities.

16. INSURANCE

14.1 Both parties will maintain, throughout the Lease Term (including any Extended Term), all applicable insurance provided by the State of Florida, Department of Financial Services, Division of Risk Management.

17. CASUALTY

17.1 In the event the Premises are destroyed or damaged by fire or other casualty not due to the negligence of LESSEE, to the extent of less than twenty-five percent (25%) of the replacement cost of the improvements as of the date of such damage, and provided insurance proceeds are forthcoming from the appropriate entity for such purpose, LESSOR will restore the Premises by repairs or reconstruction at LESSOR's sole cost and expense to the condition of those Premises prior to such damage or destruction. If LESSOR does not repair, LESSEE has the option to repair to said original condition at its expense, subject to LESSOR's reimbursement to LESSEE for construction costs not covered by insurance, or to terminate the Lease. Lease Payments payable hereunder will be abated for the period of such repairs. LESSOR will begin reconstruction within ninety (90) days following the date of such damage.

If the LESSOR has not commenced and/or exercised reasonable efforts to restore or repair the Premises within ninety (90) days after the time of any damage or destruction, then LESSEE shall provide LESSOR with written notice of the specific deficiencies rendering the Premises untenantable and a reasonable opportunity to cure based on the particular circumstances at issue, provided, however, that if LESSOR fails to restore and/or repair the Premises within a one hundred and eighty day period thereafter, LESSEE may elect to terminate the Lease by giving written notice to LESSOR and upon such notice this Lease will terminate as of the date of the casualty and LESSEE will have no further obligation to make Lease Payments from that date forward. In the event of partial destruction or damage to the Premises which do not

render the demised premises untenantable, the rents shall be proportionately abated in accordance with the extent to which LESSEE is deprived of use, occupancy or full enjoyment of the premises, unless LESSE exercises its right of cancellation as set forth above.

17.2 In the event the Premises are destroyed or damaged by fire or other casualty not due to the negligence of LESSEE, to the extent of more than twenty-five percent (25%) of the replacement cost of the improvements as of the date of such damage, and provided insurance proceeds are forthcoming from the appropriate entity for such purpose, LESSOR will restore the Premises by repairs or reconstruction at LESSOR's sole cost and expense to the condition of those Premises prior to such damage or destruction. If LESSOR does not repair, LESSEE has the option to repair to said original condition at its expense, subject to LESSOR's reimbursement to LESSEE for construction costs not covered by insurance, or to terminate the Lease. Lease Payments payable hereunder will be abated for the period of such repairs. LESSOR will begin reconstruction within one hundred twenty (120) days following the date of such damage.

If the LESSOR has not commenced and/or exercised reasonable efforts to restore or repair the Premises within one hundred twenty (120) days after the time of any damage or destruction, then LESSEE shall provide LESSOR with written notice of the specific deficiencies rendering the Premises untenantable and a reasonable opportunity to cure based on the particular circumstances at issue, provided, however, that if LESSOR fails to restore and/or repair the Premises within a one hundred and eighty day period thereafter, LESSEE may elect to terminate the Lease by giving written notice to LESSOR and upon such notice this Lease will terminate as of the date of the casualty and LESSEE will have no further obligation to make Lease Payments from that date forward. In the event of partial destruction or damage to the Premises which do not render the demised premises untenantable, the rents shall be proportionately abated in accordance with the extent to which LESSEE is deprived of use, occupancy or full enjoyment of the premises, unless LESSE exercises its right of cancellation as set forth above.

18. INDEMNITY

LESSOR and LESSEE mutually agree that each party will be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents;

however, nothing contained herein constitutes a waiver by either party of its sovereign immunity or the limitations set forth in Florida Statute §768.28 (2007).

19. NONLIABILTY OF INDIVIDUALS

No director, officer, agent or employee of either party hereto will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution hereof.

20. RIGHT OF ENTRY

20.1 LESSOR's Right of Entry. LESSEE agrees to permit LESSOR and LESSOR's agents entry to the Premises:

(a) at any time during the term of this Lease or any renewal hereof at all reasonable hours, upon reasonable notice, for the purpose of inspecting the Premises, preventing waste thereto, making such repairs or performing such maintenance as LESSOR may deem necessary, or discharging any duty imposed upon LESSOR by this Lease or by law. No notice will be required in the event of a bona fide emergency. LESSOR will make every effort to enter the Premises during working hours. LESSOR will not interfere with any LESSEE client during its inspections or entry or otherwise detract or impede from LESSEE's normal operation.

(b) within ninety (90) days prior to the termination of this Lease, and upon reasonable notice, for the purpose of showing the Premises to prospective lessees during LESSEE's normal business hours.

20.2 LESSEE's Right of Entry. LESSOR agrees to allow LESSEE access to the Premises and designated parking areas 24 hours a day, 7 days a week, 365 days a year. LESSEE acknowledges that there may be periods when a state of emergency exists, such as the period immediately following a hurricane, when access to the Premises will be limited to essential personnel only. LESSEE will follow LESSORS protocols for registration of essential personnel with LESSORS designated Director of Emergency Management.

21. SIGNAGE

LESSEE may install signage on the Premises and surrounding grounds subject to review and approval by LESSOR. Any signage or graphics will be installed or maintained at LESSEE's cost. Upon termination of this Lease, LESSEE will remove its signage. LESSEE will also be provided proportional space in the Center directory by LESSOR. Signage to accommodate any naming rights agreement entered into by LESSOR shall be considered when placing signage on the Center. Naming rights signage shall take precedence over LESSEE signage rights.

22. PARKING

22.1 During the initial Lease Term, and any Extended Term, LESSOR shall designate twenty (20) short-term parking spaces for use by the DOH and its clients or visitors from 7:00 a.m. to 5:30 p.m., Monday through Friday. The LESSOR and LESSEE shall jointly develop appropriate enforcement procedures, as necessary, for said parking areas. No parking is permitted on the grass or on any other portion of the Premises not previously designated for LESSEE clients.

22.2 LESSEE will be provided, as part of the Lease Payment, 500 parking decals in order for LESSEE staff to use parking spaces at designated site(s) on campus. Additional parking decals will sold to LESSEE based on the prescribed parking fee schedule as shown in the LESSOR Parking and Transportation rules and regulations.

22.3 LESSOR will not be responsible to LESSEE, its staff or invitees for any injury to persons, or damage or destruction to property, caused on, or as a result of, parking in the provided parking areas. Utilization of any on-site parking is subject to all the terms and conditions of this Lease.

23. RULES AND REGULATIONS

LESSEE agrees at all times during the initial Lease Term and any Extended Term, to comply with all reasonable rules and regulations which LESSOR may, from time to time, adopt for the protection of LESSOR and all tenants of the Center, including parking regulations. Building and Parking Rules and Regulations will be uniformly enforced. A set of Building Regulations, which may be changed from time to time at LESSOR's discretion, is attached as Exhibit B hereto and made a part hereof.

24. UTILITIES AND MAIL SERVICE

24.1 LESSOR will provide chilled water, water, sewer and electrical service to the Premises for normal office use. In the event LESSOR occupies a portion of the LESSEE building, the two premises may be separately metered for electrical service. Payment for this electrical service shall be governed by Paragraph 9 OPERATING EXPENSES, above. It is understood by both parties that LESSEE will enter into separately negotiated contracts for telephone and data services and hazardous or biomedical waste disposal with appropriate entities.

24.2 LESSOR will apply to the United States Postal Service for a separate mail address and mail drop-off points for LESSEE within the Center. LESSEE will be responsible for mail delivery from the main mail drop off point to individual offices within the Premises.

25. FORCE MAJUEURE

Whenever a period of time is prescribed herein for action to be taken by either party (other than the payment of Basic Rent), that party will not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of that party.

26. QUIET ENJOYMENT

Upon LESSEE's observing and performing all of the covenants, conditions and provisions on its part to be observed and performed, LESSEE shall have the right to quiet possession of the Premises for the entire term hereof subject to all of the provisions hereof.

27. RADON GAS DISCLOSURE

The following language is required by law in any contract the sale or lease of any building within the State of Florida:

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

28. ENVIRONMENTAL COMPLIANCE

LESSOR warrants that there are no environmental issues with this building site and will be fully responsible for remediation of any condition existing prior to the commencement of the construction. Neither party will use, generate, manufacture, produce, store, release, discharge or dispose of, on or under or about the Premises, any Hazardous Substance (as defined below) or allow any other person or entity to do so, except to the extent made necessary by patient evaluation and research activities, and in such cases in full compliance with all applicable laws, rules and regulations. Both parties will keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below.)

Each party will give prompt notice to the other party of:

(a) any proceeding inquiry by any governmental authority (including without limitation the Florida Department of Environmental Protection or LESSEE itself) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property;

(b) all claims made or threatened by any third party against LESSEE or LESSOR for the Premises relating to any loss or injury resulting from any Hazardous Substance; and

(c) Either party's discovery of any occurrence or condition on any real property adjoining or tin the vicinity of the Premises that could case the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or the use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

The term "Hazardous Substance" includes without limitation:

(a) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq. and in the regulations promulgated pursuant to such laws;

(b) those substances defined as "hazardous wastes" or "medical wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute;

(c) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the

Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(d) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and

(e) any materials, waste or substance with is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) designated as a "hazardous substance" pursuant to the Section 311 of the Clean Water Act 33 U.S.C. Sections 125` et seq. or listed pursuant to the Section 307 of the Clean Water Act, (5) flammable explosive, or (6) radioactive materials.

All the terms and provisions of this Paragraph will survive expiration or termination of this Lease.

29. OBSERVANCE OF LAWS

LESSEE agrees to observe, comply with and execute promptly at its expense during the Lease Term (including any Extended Term), all laws, rules, requirements, orders, directives, codes and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, applicable to its use or occupancy of the Premises. All additions, alterations, installations, partitions or changes will be in full compliance with the authorities listed above. LESSOR is responsible for the Center's compliance with the Florida Building Code accessibility requirements, and any similar laws enacted by the State of Florida and applicable to the Premises. Renovation by LESSOR will ensure compliance with all applicable federal, state and local laws, rules and regulations relative to LESSEE's proposed occupancy and use.

30. ADDRESS FOR PAYMENTS; NOTICES

30.1 Payments or other sums accruing hereunder will be forwarded to LESSOR at the following address:

FIU Controller's Office
Attention: Controller
CSC 310
11200 SW 8th Street
Miami, FL 33199

30.2 All notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notice") shall be in writing and deemed to have been duly given upon the expiration of three (3) days after depositing the same with the United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or on the date and time personally delivered or transmitted by facsimile, or on the date after depositing with Federal Express or other overnight delivery service (from which receipt may be obtained) and addressed to the person to whom it is to be given. If the party to receive the Notice is LESSOR, such Notice will be addressed to LESSOR at the address shown below:

Florida International University
11200 S.W. 8th Street
Miami, FL 33199
Attn: Vice President & Chief Financial Officer

With copies to:

Stempel School of Public Health
Florida International University
11200 S.W. 8th Street
Miami, FL 33199
Attn: Dean

If the person to receive the Notice is LESSEE, such Notice will be addressed to LESSEE at the address shown below:

Director General Services Administration
Miami-Dade County
111 NW 1st Street
Suite 2400
Miami, Florida 33128
(305) 375-4400

with copy to:

County Attorney
Miami-Dade County
111 NW 1st Street
Suite 2800
Miami, Florida 33128

31. KEYS

At all times during the Lease Term (including any Extended Term), LESSEE will abide by LESSOR's key control policy. On the Lease Commencement Date, keys will be issued to LESSEE for the Premises. New or replacement keys will be issued at LESSEE's expense.

32. INTERPRETATION

The covenants herein will bind and the benefits hereof will inure to the successors and assigns of the parties hereto. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement will not be more strictly construed against one party or the other. Unless the context requires otherwise, the singular is construed to include the plural and vice versa. The Paragraph headings used herein are for indexing purposes only and are not to be used in interpreting or construing the terms of this Lease.

33. COSTS OF ENFORCEMENT

If either party brings an action to enforce the terms hereof or declare rights hereunder, each party shall bear its own costs and attorney's fees, including those incurred in pre-litigation demands, arbitration, mediation, administrative or bankruptcy proceedings, court costs and enforcing any right to indemnity herein.

34. GOVERNING LAW; VENUE

This Agreement and all matters and issues collateral thereto shall be governed by and construed in accordance with the laws of the Stat of Florida. The venue for any legal action taken with respect to this Agreement shall be in Miami-Dade County, Florida.

35. WAIVER OF JURY TRIAL

Neither Lessor nor LESSEE shall seek a jury trial in any lawsuit, proceeding, counter-claim, or any other litigation based upon, or arising out of this Agreement, any related instrument, or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action, in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

36. ASSIGNMENT AND SUBLETTING

The County shall have the absolute right to assign or sublet this Lease Agreement in its entirety to the ASSIGNEE and once assigned or sublet the County shall have no further obligation whatsoever to the performance by ASSIGNEE of its obligations under this Agreement or by any of its successors or assigns. ASSIGNEE shall not have the right to assign this Agreement or any interest therein, or to sublet any portion of the Premises without the prior express written consent of LESSOR. It is hereby expressly agreed between the parties that no further assignment or further subletting of the Premises shall in any way relieve ASSIGNEE of any of its obligations under the terms and provisions of this Agreement.

37. SUBORDINATION

This Agreement and all of the rights of LESSEE hereunder are and shall be subject and subordinate to the lien of any leasehold mortgage or mortgages hereinafter placed on the Lessor's interest in the Premises or any part thereof, and to any and all renewals, modifications, consolidations, replacements or substitutions of any such mortgage or mortgages. Such subordination shall be automatic without the execution of any further subordination agreement by LESSEE. If, however, a written subordination agreement consistent with this provision is required by a mortgagee, LESSEE agrees to execute, acknowledge and deliver the same. LESSEE agrees to attorn to any such mortgagee.

38. INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

39. WAIVERS

Any party to this Agreement may, by written notice to the other parties hereto, waive any provision of this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any such subsequent breach.

40. ENTIRE AGREEMENT; MODIFICATIONS; OPERATING ADDENDA

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, if any, relating to the subject matter hereof. This Lease may not be changed orally, but only by an amendment in writing by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. LESSEE and LESSOR may, from time to time, negotiate and enter into Operating Addenda concerning specific matters or relationships between them. Such Operating Addenda will be in writing and signed by the duly authorized representatives of LESSEE and LESSOR.

LESSOR ND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTIANED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXEUCTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

Signatures on following page

IN WITNESS WHEREOF the parties have executed this Lease the day and year stated in Page One (1) of this Lease.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

BY: _____
Dr. Modesto A. Maidique, President

Approved as to form and legality:

_____
University Attorney, Date: 2-29-08

MIAMI-DADE COUNTY

Mayor

_____
Carlos Alvarez

Approved as to Form and Legal Sufficiency_____

ATTEST:

_____
Clerk of the Board

Attachment A

FEASIBILITY REPORT AND RECOMMENDATIONS FOR THE PROPOSED

FIU AND MIAMI-DADE COUNTY HEALTH DEPARTMENT BUILDING

AT THE FLORIDA INTERNATIONAL UNIVERSITY - UNIVERSITY PARK

FIU
FLORIDA INTERNATIONAL UNIVERSITY
Miami's public research university

FLORIDA DEPARTMENT OF HEALTH
Miami-Dade County Health Department

June 1, 2007

BROWN + brown ARCHITECTS
A CSA GROUP COMPANY

7100 SW 99th Avenue, Suite 201
Miami, Florida 33173

T: 305.273.7460
F: 305.273.7467

www.csagroup.com

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FIU ● MDCHD BUILDING

FEASIBILITY STUDY

BROWN + brown
ARCHITECTS
A CSA GROUP COMPANY

7100 SW 99 Avenue, Suite 201, Miami, Florida 33173 ● 305.273.7460

FIU ● MDCHD BUILDING

FEASIBILITY STUDY

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FIU ● MDCHD BUILDING

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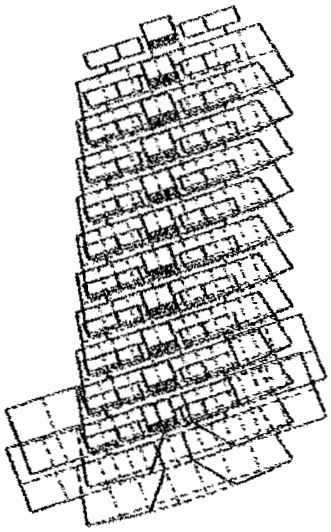
VI	SUSTAINABLE DESIGN
VII	PROJECT SCHEDULE
VIII	ESTIMATE OF PROBABLE COST



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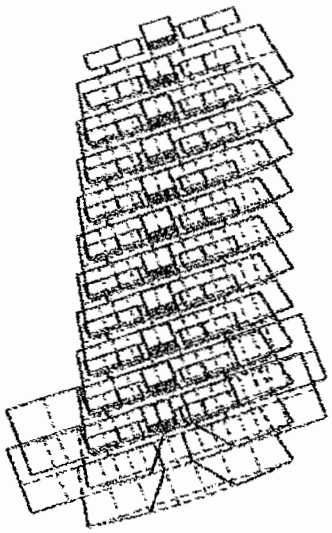

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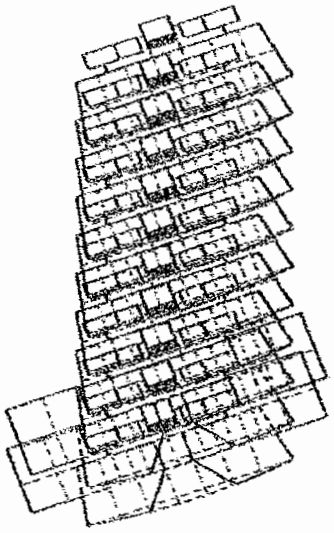

FIU ● MDCHD BUILDING

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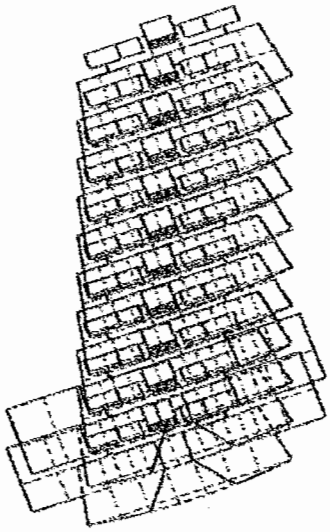

I. FIU MDCHD • EXECUTIVE SUMMARY

The purpose of this report is to explore the feasibility and make preliminary recommendations for a new proposed building for the joint use of the Miami Dade County Health Department and the Florida International University.

The building will probably be located in the northeast corner of the Miami University Park with the exact location to be determined by the next revision of the Campus Master Plan. The building will be part of a complex including the future Academic Health Sciences Center and will accommodate office facilities for several Miami Dade County Health Department programs. The building will also offer limited Clinic and Lab Services available to the community. FIU administration offices will occupy part of the building.

Based on the information provided by MDCHD and FIU, a building design concept has been created in order to produce some design guidelines/building standards, a probable cost of construction and a conceptual project schedule.

The building is projected to be a ten floors concrete structure with the building envelope consisting of precast concrete panels and an aluminum and glass curtain wall system. The building will be provided with two exit stairs and three elevators. All building systems will state of the art and it will have provisions for the latest technologies trends.

The approximated gross area is 132,500 S.F. with a net area of 102,000 S.F. The efficiency rate is 13.25 to 10.2 requiring approximately 23% of the building areas for main horizontal and vertical circulation, restrooms and MEP services areas. The design will strive to comply with established sustainability practices. At this time the university has made a commitment towards sponsoring LEED's certification on its construction projects.

The estimated cost of construction is estimated at approximately $26,000,000 including a 10% contingency. This estimate was generated based on actual cost information obtained from recent bids by professional estimators, contractors and developers. The estimated completion as indicated in the attached schedule is November of 2009.

There is also the option of the building been used only by MDCHD. In this case the building will only be seven floors with an approximated gross area of 93,500 S.F. and an estimated cost of $19,390,000.

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FIU ● MDCHD BUILDING

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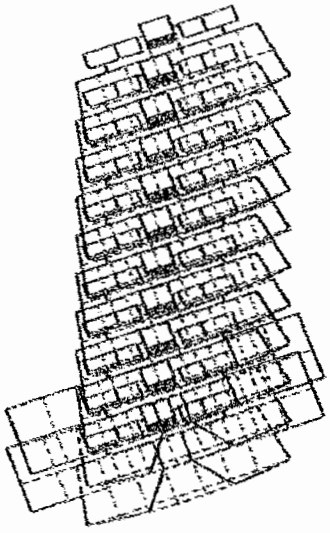

FIU ● MDCHD BUILDING

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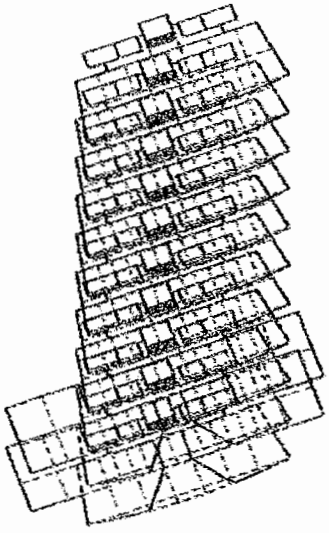

II. FIU MDCHD • PROGRAM ANALYSIS AND STACKING DIAGRAM

Limited programmatic data was made available for the MDCHD space needs and their suggested location in the building. However, this is sufficient for the level of detail required for this analysis.

FIU's program needs as identified include faculty offices and space dedicated to analytical research. No wet labs, fume hoods or other highly specialized mechanical systems are anticipated.

FIU MDCHD PROGRAM • INFORMATION

PROGRAM SPACES

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
1	ADMINISTRATION	PROGRAM	8TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	8TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	8TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	8TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	8TH	N/A	1,500.00	
6	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM		1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM		N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM		N/A	2,500.00	
9	SCHOOL HEALTH	PROGRAM	5TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	5TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	5TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	5TH	N/A	2,500.00	
13	HIV/AIDS/TB	PROGRAM	3RD	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	3RD	N/A	4,750.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM		N/A	2,500.00	
16	COURIER AND ASSETS MANAGEMENT	PROGRAM		N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM		N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM		N/A	1,200.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM	N/A			

SUPPORT SPACES

A	PUBLIC HEALTH CLINICAL AND LAB SERVICES	SUPPORT		6,000.00	6,000.00	
B	FULL TIME WIC CLINIC	SUPPORT		2,000.00	2,000.00	
C	WELLNESS CENTER	SUPPORT		2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT		3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT		2,500.00	2,500.00	
F	WAREHOUSE/SUPPLY	SUPPORT		1,500.00	1,500.00	
G	IT STORAGE	SUPPORT	N/A	1,000.00	1,000.00	
H	SHOWERS/EXECUTIVE OFFICE RESTROOM/SIP REFRIGERATOR AREA	SUPPORT	N/A	500.00	500.00	
I	MDCHD OFFICE SPACE	SUPPORT	N/A	31,000.00	31,000.00	
J	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	8TH	1,755.00	1,755.00	
K	CHILDREN MEDICAL SERVICES (CMS)	SUPPORT	7TH	10,000.00	10,000.00	

FIU SPACES

A	FIU USE	FIU	4TH	10,000.00	10,000.00	

ORIGINAL AREA CALCULATIONS

NET OFFICE SPACE	50,000.00
50% CIRCULATION & SUPPORT AREAS	25,000.00
SPECIAL SUPPORT AREAS	18,000.00
30% CIRCULATION SPECIAL SUPPORT AREAS	5,500.00
ORIGINAL TOTAL	98,500.00
FIU USE	10,000.00
FIU CIRCULATION AREAS AND SUPPORT AREAS @ 30%	3,000.00
TOTAL INCLUDING FIU SPACES	111,500.00

Note:
This chart contains the original programatic information provided by FIU MDCHD

II. FIU MDCHD • PROGRAM ANALYSIS AND STACKING DIAGRAM

Limited programmatic data was made available for the MDCHD space needs and their suggested location in the building. However, this is sufficient for the level of detail required for this analysis.

FIU's program needs as identified include faculty offices and space dedicated to analytical research. No wet labs, fume hoods or other highly specialized mechanical systems are anticipated.

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1	ADMINISTRATION	PROGRAM	8TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	8TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	8TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	8TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	8TH	N/A	1,500.00	
6	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM	[redacted]	1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM	[redacted]	N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM	[redacted]	N/A	2,500.00	
9	SCHOOL HEALTH	PROGRAM	5TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	5TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	5TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	5TH	N/A	2,500.00	
13	HIV/AIDS/TB	PROGRAM	3RD	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	3RD	N/A	4,750.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM	[redacted]	N/A	2,500.00	
16	COURIER AND ASSETS MANAGEMENT	PROGRAM	[redacted]	N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM	[redacted]	N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM	[redacted]	N/A	1,200.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM	N/A			

SUPPORT SPACES

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B	FULL TIME WIC CLINIC	SUPPORT	[redacted]	2,000.00	2,000.00	
C	WELLNESS CENTER	SUPPORT	[redacted]	2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT	[redacted]	3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT	[redacted]	2,500.00	2,500.00	
F	WAREHOUSE/SUPPLY	SUPPORT	[redacted]	1,500.00	1,500.00	
G	IT STORAGE	SUPPORT	N/A	1,000.00	1,000.00	
H	SHOWERS/EXECUTIVE OFFICE RESTROOM/SIP REFRIGERATOR AREA	SUPPORT	N/A	500.00	500.00	
I	MDCHD OFFICE SPACE	SUPPORT	N/A	31,000.00	31,000.00	
J	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	8TH	1,755.00	1,755.00	
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FIU USE	10,000.00
FIU CIRCULATION AREAS AND SUPPORT AREAS @ 30%	3,000.00
TOTAL INCLUDING FIU SPACES	111,500.00

Note:
This chart contains the original programatic information provided by FIU MDCHD

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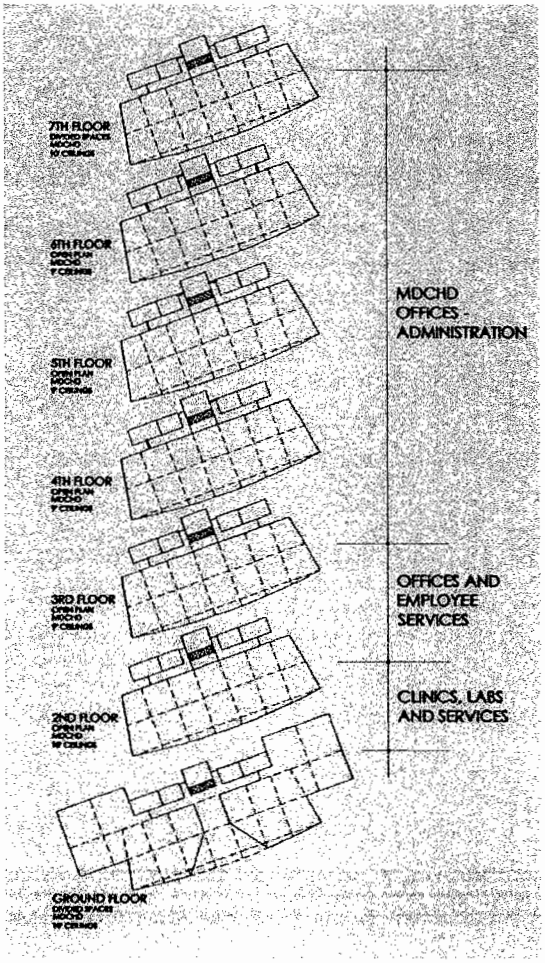
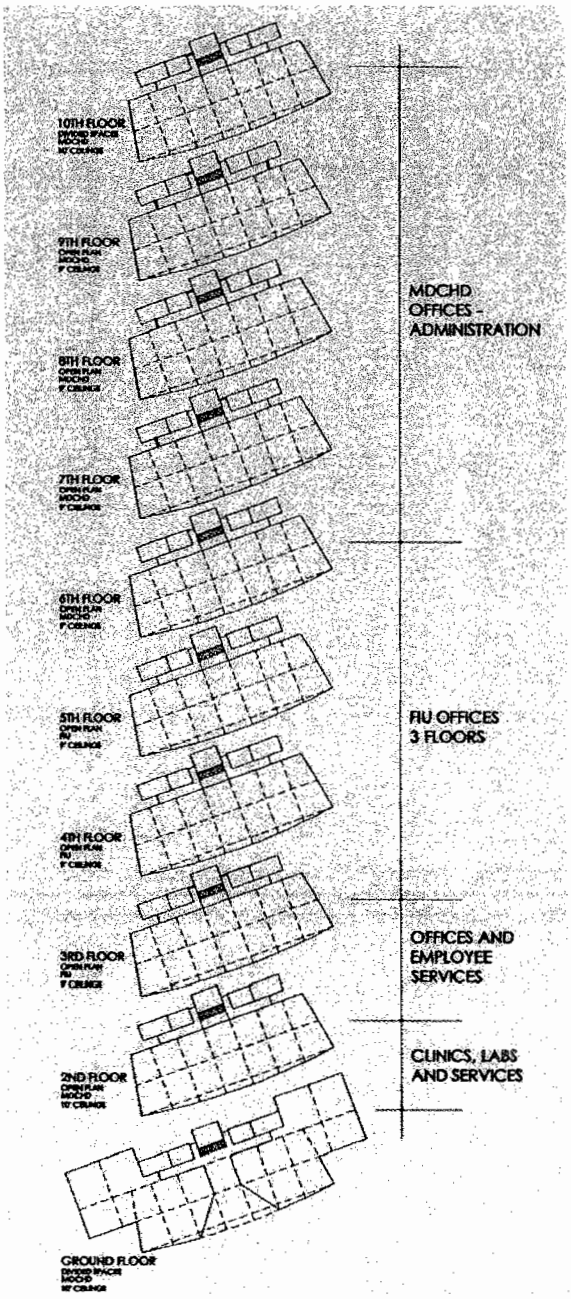
All this information, together with additional data obtained during the project meetings have been examined and is presented in the following program analysis. Program stacking charts has also been created in order to produce a conceptual building design and establish probable construction cost and schedule.

This section contains the program Stacking Charts and Diagrams for both, seven and ten floors options.





The diagram above demonstrates the Stacking for the seven floors option while the one on the left corresponds to the ten floors options.

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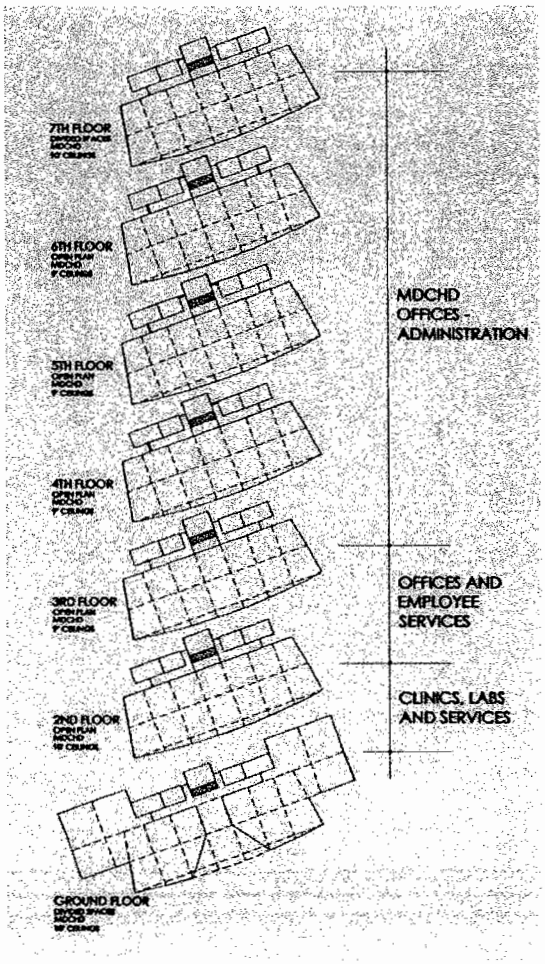

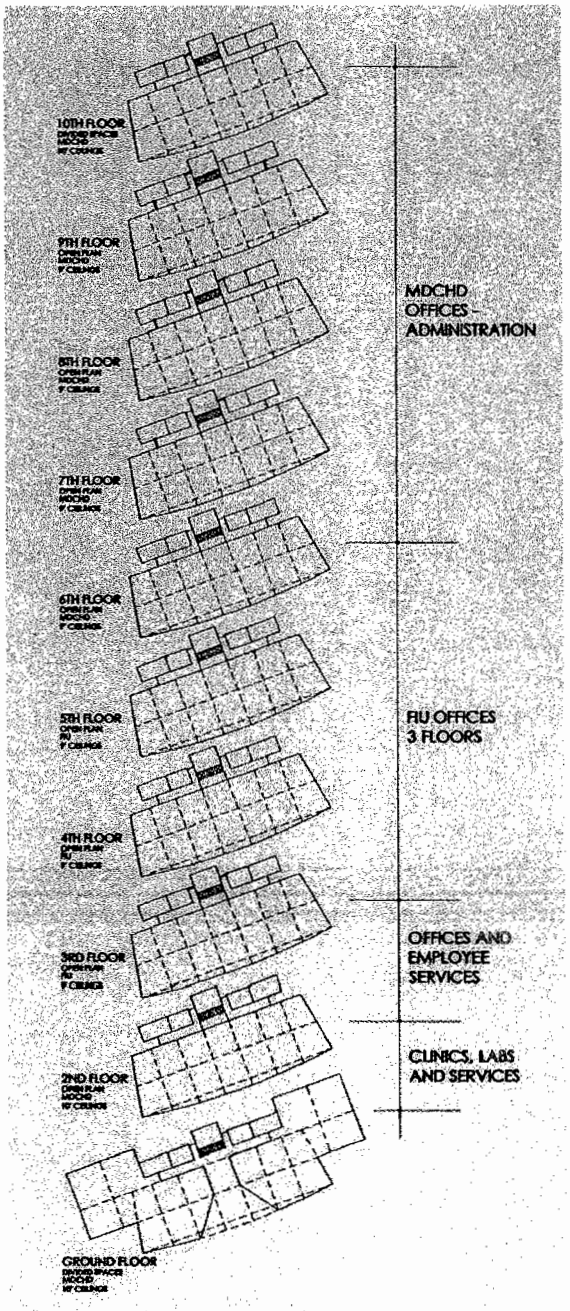

The diagram above demonstrates the Stacking for the seven floors option while the one on the left corresponds to the ten floors options.

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II. FIU MDCHD • PROGRAM STACKING

SEVENTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
1	ADMINISTRATION	PROGRAM	7TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	7TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	7TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	7TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	7TH	N/A	1,500.00	
I	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	7TH	1,755.00	1,755.00	
	SUBTOTAL			1,755.00	10,000.00	

SIXTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
K	CHILDREN MEDICAL SERVICES (CMS)	SUPPORT	6TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

FIFTH FLOOR - APPROX. 9,000 NET S.F REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
6 - J	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM		1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM		N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM		N/A	2,500.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM		N/A	2,500.00	
	SUBTOTAL			1,755.00	9,255.00	10,000 S.F. SUGGESTED

FOURTH FLOOR - APPROX. 9,000 NET S.F.REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
9	SCHOOL HEALTH	PROGRAM	4TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	4TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	4TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	4TH	N/A	2,500.00	
	SUBTOTAL			-	10,000.00	10,000 S.F. SUGGESTED

THIRD FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED,

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
13	HIV/AIDS/TB	PROGRAM	3RD	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	3RD	N/A	4,750.00	
N	SHOWERS/EXECUTIVE OFFICE RESTROOM/SIP REFRIGERATOR AREA	SUPPORT	3RD	500.00	500.00	CONFIRM LOCATION

SECOND FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
16	COURIER AND ASSETS MANAGEMENT	PROGRAM		N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM		N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM		N/A	1,200.00	
C	WELLNESS CENTER	SUPPORT		2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT		3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT		2,500.00	2,500.00	
G	R.STORAGE	SUPPORT		1,000.00	1,000.00	
	SUBTOTAL			8,500.00	10,000.00	

FIRST FLOOR - APPROX. 12,500 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
A	PUBLIC HEALTH CLINICAL AND LAB SERVICES	SUPPORT		6,000.00	6,000.00	
B	FULL TIME WIC CLINIC	SUPPORT		2,000.00	2,000.00	
F	WAREHOUSE/SUPPLY	SUPPORT		1,500.00	1,500.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM		2,000.00	2,000.00	
	SUBTOTAL			9,500.00	9,500.00	12,500 S.F. INCLUDING MAIN LOBBY/ENT.
L	MDCHD OFFICE SPACE	SUPPORT		31,000.00	31,000.00	

AREA CALCULATIONS (B&B)

6 FLOORS @ 10,000 S.F.	60,000.00
1 FLOOR @ 12,500 S.F.	12,500.00
SUBTOTAL NET AREA (NET)	72,500.00
CIRCULATION AREAS @ 25%	18,125.00
MEP AREAS @ 5%	3,625.00
ESTIMATED TOTAL AREA (GROSS)	94,250.00 (INCLUDING FIU FLOORS)

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II. FIU MDCHD • PROGRAM STACKING

SEVENTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
1	ADMINISTRATION	PROGRAM	7TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	7TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	7TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	7TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	7TH	N/A	1,500.00	
I	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	7TH	1,755.00	1,755.00	
	SUBTOTAL			1,755.00	10,000.00	

SIXTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
K	CHILDREN MEDICAL SERVICES (CMS)	SUPPORT	6TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

FIFTH FLOOR - APPROX. 9,000 NET S.F REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
6 - J	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM	5TH	1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM	5TH	N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM	5TH	N/A	2,500.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM	5TH	N/A	2,500.00	
	SUBTOTAL			1,755.00	9,255.00	10,000 S.F. SUGGESTED

FOURTH FLOOR - APPROX. 9,000 NET S.F.REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
9	SCHOOL HEALTH	PROGRAM	4TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	4TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	4TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	4TH	N/A	2,500.00	
	SUBTOTAL			-	10,000.00	10,000 S.F. SUGGESTED

THIRD FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
13	HIV/AIDS/TB	PROGRAM	3RD	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	3RD	N/A	4,750.00	
H	SHOWERS/EXECUTIVE OFFICE RESTROOM/SIP REFRIGERATOR AREA	SUPPORT	3RD	500.00	500.00	CONFIRM LOCATION

SECOND FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
16	COURIER AND ASSETS MANAGEMENT	PROGRAM	2ND	N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM	2ND	N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM	2ND	N/A	1,200.00	
C	WELLNESS CENTER	SUPPORT	2ND	2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT	2ND	3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT	2ND	2,500.00	2,500.00	
G	IT STORAGE	SUPPORT	2ND	1,000.00	1,000.00	
	SUBTOTAL			8,500.00	10,000.00	

FIRST FLOOR - APPROX. 12,500 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
A	PUBLIC HEALTH CLINICAL AND LAB SERVICES	SUPPORT	1ST	6,000.00	6,000.00	
B	FULL TIME WIC CLINIC	SUPPORT	1ST	2,000.00	2,000.00	
F	WAREHOUSE/SUPPLY	SUPPORT	1ST	1,500.00	1,500.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM	1ST	2,000.00	2,000.00	
	SUBTOTAL			9,500.00	9,500.00	12,500 S.F. INCLUDING MAIN LOBBY/ENT.
J	MDCHD OFFICE SPACE	SUPPORT		31,000.00	31,000.00	

AREA CALCULATIONS (B&B)

6 FLOORS @ 10,000 S.F.	60,000.00	
1 FLOOR @ 12,500 S.F.	12,500.00	
SUBTOTAL NET AREA (NET)	72,500.00	
CIRCULATION AREAS @ 25%	18,125.00	
MEP AREAS @ 5%	3,625.00	
ESTIMATED TOTAL AREA (GROSS)	94,250.00	(INCLUDING FIU FLOORS)

II. I FIU MDCHD ● PROGRAM STACKING

TENTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
1	ADMINISTRATION	PROGRAM	10TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	10TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	10TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	10TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	10TH	N/A	1,500.00	
L	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	10TH	1,755.00	1,755.00	
	SUBTOTAL			1,755.00	10,000.00	

NINTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
K	CHILDREN MEDICAL SERVICES (CMS)	SUPPORT	9TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

EIGHTH FLOOR - APPROX. 9,000 NET S.F REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
6 - J	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM		1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM		N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM		N/A	2,500.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM		N/A	2,500.00	
	SUBTOTAL			1,755.00	9,255.00	10,000 S.F. SUGGESTED

SEVENTH FLOOR - APPROX. 9,000 NET S.F.REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
9	SCHOOL HEALTH	PROGRAM	7TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	7TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	7TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	7TH	N/A	2,500.00	
	SUBTOTAL			-	10,000.00	10,000 S.F. SUGGESTED

SIXTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
13	HIV/AIDS/TB	PROGRAM	6TH	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	6TH	N/A	4,750.00	
H	SHOWERS/EXECUTIVE OFFICE/RESTROOMS/SIP REFRIGERATOR AREA	SUPPORT	6TH	500.00	500.00	CONFIRM LOCATION

FIFTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	5TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	
	SUBTOTAL			500.00	10,000.00	

FOURTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	4TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

THIRD FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	3RD	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

SECOND FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
16	COURIER AND ASSETS MANAGEMENT	PROGRAM		N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM		N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM		N/A	1,200.00	
C	WELLNESS CENTER	SUPPORT		2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT		3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT		2,500.00	2,500.00	
G	IT STORAGE	SUPPORT		1,000.00	1,000.00	
	SUBTOTAL			8,500.00	10,000.00	

FIRST FLOOR - APPROX. 12,500 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
A	PUBLIC HEALTH CLINICAL AND LAB SERVICES	SUPPORT		6,000.00	6,000.00	
B	FULL TIME WIC CLINIC	SUPPORT		2,000.00	2,000.00	
F	WAREHOUSE/SUPPLY	SUPPORT		1,500.00	1,500.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM		2,000.00	2,000.00	
	SUBTOTAL			9,500.00	9,500.00	12,500 S.F. INCLUDING MAIN LOBBY/ENT.
I	MDCHD OFFICE SPACE	SUPPORT		31,000.00	31,000.00	

AREA CALCULATIONS (B&B)

6 FLOORS @ 10,000 S.F.	60,000.00	
1 FLOOR @ 12,500 S.F.	12,500.00	
3 FIU FLOOR @ 10,000 S.F.	30,000.00	
SUBTOTAL NET AREA (NET)	102,500.00	
CIRCULATION AREAS @ 25%	25,625.00	
MEP AREAS @ 5%	5,125.00	
ESTIMATED TOTAL AREA (GROSS)	133,250.00	(INCLUDING FIU FLOORS)

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II. FIU MDCHD ● PROGRAM STACKING

TENTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
1	ADMINISTRATION	PROGRAM	10TH	N/A	2,245.00	
2	LEGAL DEPARTMENT	PROGRAM	10TH	N/A	1,500.00	
3	RISK MANAGEMENT	PROGRAM	10TH	N/A	1,500.00	
4	OFFICE OF ORGANIZATION AND DEVELOPMENT (OOD)	PROGRAM	10TH	N/A	1,500.00	
5	PUBLIC HEALTH NURSING AND PREPAREDNESS	PROGRAM	10TH	N/A	1,500.00	
J	HEALTH COUNCIL OF SOUTH FLORIDA (HCSF)	SUPPORT	10TH	1,755.00	1,755.00	
	SUBTOTAL			1,755.00	10,000.00	

NINTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
K	CHILDREN MEDICAL SERVICES (CMS)	SUPPORT	9TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

EIGHTH FLOOR - APPROX. 9,000 NET S.F REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
6 - J	HEALTH MANAGEMENT SYSTEMS (HMS)	PROGRAM	8TH	1,755.00	1,755.00	
7	CLINICAL ADMINISTRATIVE SUPPORT SERVICES (CASS)	PROGRAM	8TH	N/A	2,500.00	
8	FINANCE AND ACCOUNTING	PROGRAM	8TH	N/A	2,500.00	
15	WOMEN, INFANTS AND CHILDREN (WIC AND NUTRITION)	PROGRAM	8TH	N/A	2,500.00	
	SUBTOTAL			1,755.00	9,255.00	10,000 S.F. SUGGESTED

SEVENTH FLOOR - APPROX. 9,000 NET S.F.REQ. 10,000 NET S.F. PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
9	SCHOOL HEALTH	PROGRAM	7TH	N/A	2,500.00	
10	WOMEN'S HEALTH AND PREVENTIVE SERVICES	PROGRAM	7TH	N/A	2,500.00	
11	HEALTHY START	PROGRAM	7TH	N/A	2,500.00	
12	SPECIAL IMMUNIZATION PROGRAM (SIP)	PROGRAM	7TH	N/A	2,500.00	
	SUBTOTAL			-	10,000.00	10,000 S.F. SUGGESTED

SIXTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED,

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
13	HIV/AIDS/TB	PROGRAM	6TH	N/A	4,750.00	
14	EPIDEMIOLOGY AND DISEASE CONTROL	PROGRAM	6TH	N/A	4,750.00	
H	SHOWERS/EXECUTIVE OFFICE/RESTROOM/SIP/REFRIGERATOR AREA	SUPPORT	6TH	500.00	500.00	CONFIRM LOCATION

FIFTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	5TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	
	SUBTOTAL			500.00	10,000.00	

FOURTH FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	4TH	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

THIRD FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
	FIU USE	FIU	3RD	10,000.00	10,000.00	
	SUBTOTAL			10,000.00	10,000.00	

SECOND FLOOR - APPROX. 10,000 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
16	COURIER AND ASSETS MANAGEMENT	PROGRAM	2ND	N/A	200.00	
17	MANAGEMENT INFORMATION SYSTEMS (HMS)	PROGRAM	2ND	N/A	1,100.00	
18	FACILITIES MANAGEMENT	PROGRAM	2ND	N/A	1,200.00	
C	WELLNESS CENTER	SUPPORT	2ND	2,000.00	2,000.00	
D	EMPLOYEES LOUNGE	SUPPORT	2ND	3,000.00	3,000.00	
E	AUDITORIUM/TRAINING CENTER	SUPPORT	2ND	2,500.00	2,500.00	
G	IT STORAGE	SUPPORT	2ND	1,000.00	1,000.00	
	SUBTOTAL			9,500.00	10,000.00	

FIRST FLOOR - APPROX. 12,500 NET S.F. REQUIRED AND PROVIDED.

	PROGRAM / SPACE NAME	TYPE	FLOOR	AREA (R)	AREA (P)	COMMENTS
A	PUBLIC HEALTH CLINICAL AND LAB SERVICES	SUPPORT	1ST	6,000.00	6,000.00	
B	FULL TIME WIC CLINIC	SUPPORT	1ST	2,000.00	2,000.00	
F	WAREHOUSE/SUPPLY	SUPPORT	1ST	1,500.00	1,500.00	
19	CLINICAL AND LABORATORY SERVICES	PROGRAM	1ST	2,000.00	2,000.00	
	SUBTOTAL			9,500.00	9,500.00	12,500 S.F. INCLUDING MAIN LOBBY/ENT.
I	MDCHD OFFICE SPACE	SUPPORT		31,000.00	31,000.00	

AREA CALCULATIONS (B&B)

6 FLOORS @ 10,000 S.F.	60,000.00
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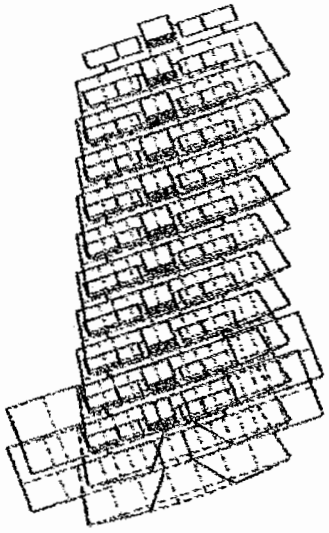
SUBTOTAL NET AREA (NET)	102,500.00
CIRCULATION AREAS @ 25%	25,625.00
MEP AREAS @ 5%	5,125.00
ESTIMATED TOTAL AREA (GROSS)	133,250.00 (INCLUDING FIU FLOORS)

FIU ● MDCHD BUILDING

FEASIBILITY STUDY

I	EXECUTIVE SUMMARY
II	PROGRAM ANALYSIS
III	**CONCEPTUAL DESIGN**
IV	SITE IMPLICATIONS
V	BUILDING STANDARDS
VI	SUSTAINABLE DESIGN
VII	PROJECT SCHEDULE
VIII	ESTIMATE OF PROBABLE COST



FIU ● MDCHD BUILDING

FEASIBILITY STUDY

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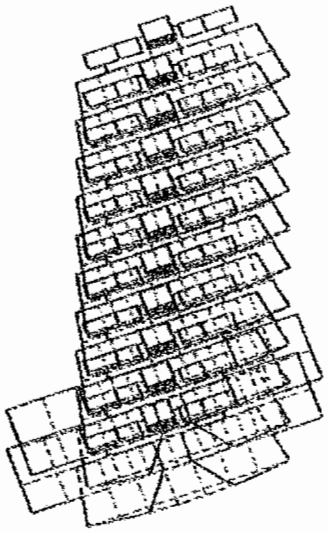

III. FIU MDCHD ● BUILDING CONCEPT

Several building footprint configurations were studied and analyzed during this exercise. The concept selected provided the most efficient footprint with a simple structure and clear circulation.

The concept provides a typical floor with a straight corridor between the two required exit stairs. This corridor clearly separates the service areas, including the vertical circulation elements, restrooms and MEP spaces, from the open office areas which can be layout into several spaces or designed as open plan areas.

The linear configuration of all the solid volumes of the "service areas" could provide, depending on building orientation, a natural protection towards the sun exposure of the west with a preferred north-south orientation. It also opens all the office areas to perimeter windows allowing natural light with minimum heat loads and providing ample views to the outside. The office open area layout provides the opportunity of locating offices on the perimeter and continues to provide natural light when glass partitions are used.

The ground/first floor extends out of the typical footprint to accommodate the Clinic, Lab Services and most storage/building service areas. Any special ventilation equipment could be easily installed on the ground floor roof by locating the Lab Services outside the building footprint.

The main entrance layout creates a natural entrance that could clearly separate the building staff and visitors (Clinic and Lab) access points and allow for additional security. Additional entrances for staff and services can easily be accommodated within this layout. The building service area can be conveniently located in the rear of the building.

The structural grid allows for flexibility and the front curved wall reduces the solar reflections and increases the views to the exterior. The simple circulation pattern and the location of the stairs provide clear means of egress with much less than the allowed travel distances. The location of the elevators and the required fire separated elevator lobbies help the building distribution. The central location of the MEP support spaces provides for easy distribution of mechanical, electrical and all other services.

Following are conceptual floor plan diagrams and building sections for both, seven and ten floors options.

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The structural grid allows for flexibility and the front curved wall reduces the solar reflections and increases the views to the exterior. The simple circulation pattern and the location of the stairs provide clear means of egress with much less than the allowed travel distances. The location of the elevators and the required fire separated elevator lobbies help the building distribution. The central location of the MEP support spaces provides for easy distribution of mechanical, electrical and all other services.

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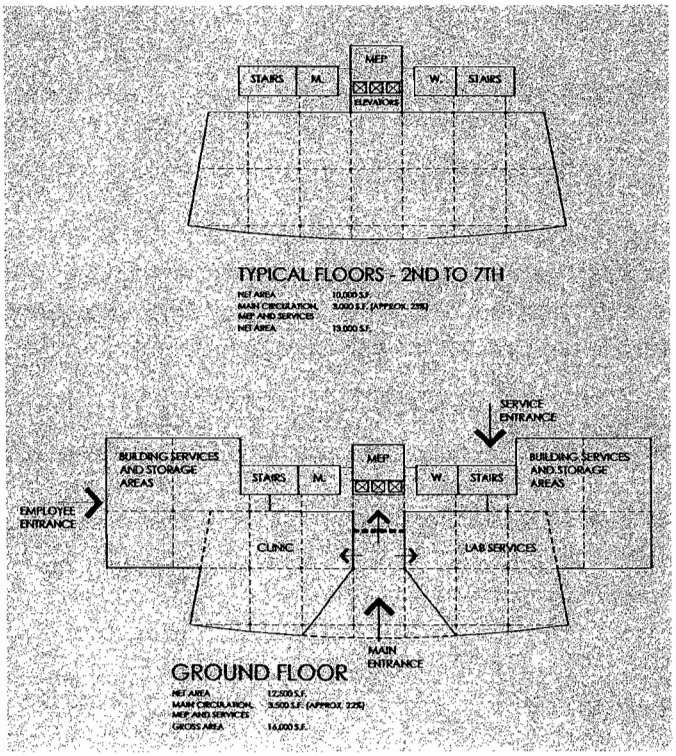
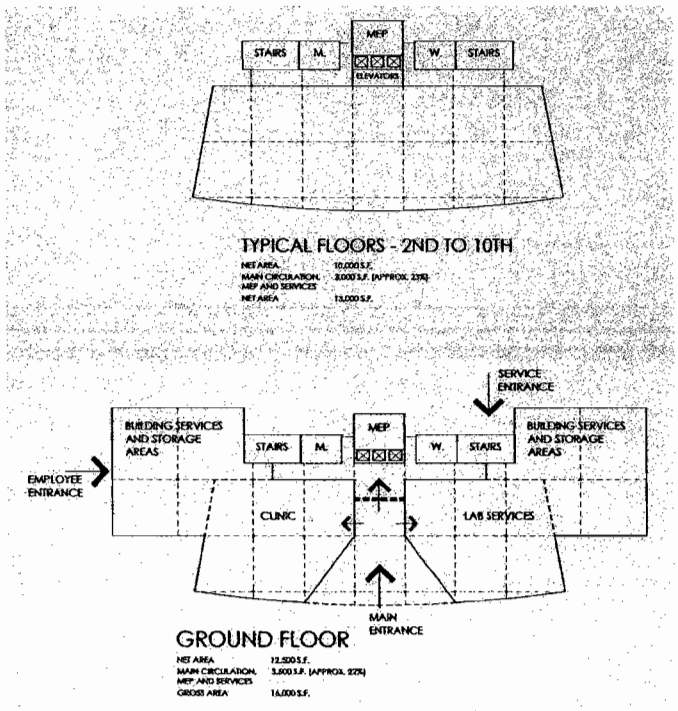


Conceptual Floor Plan Diagrams.



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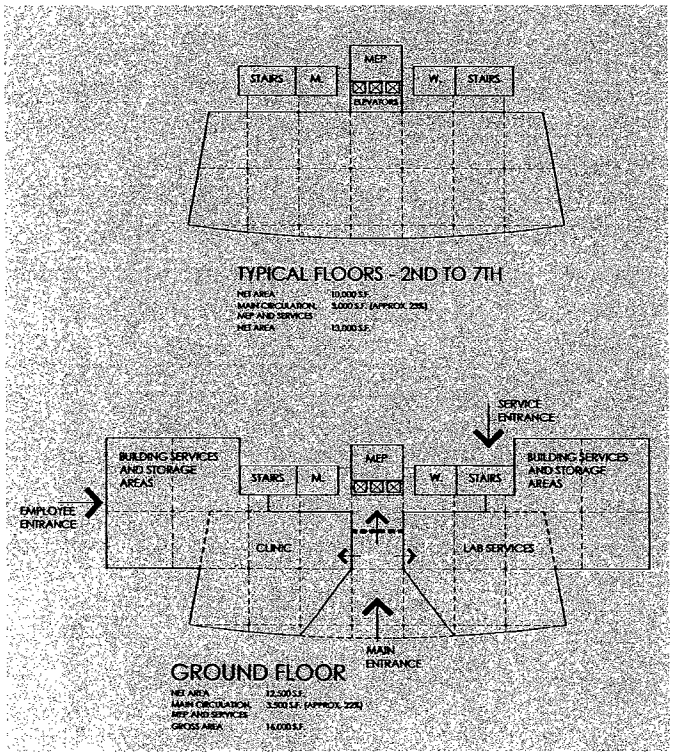
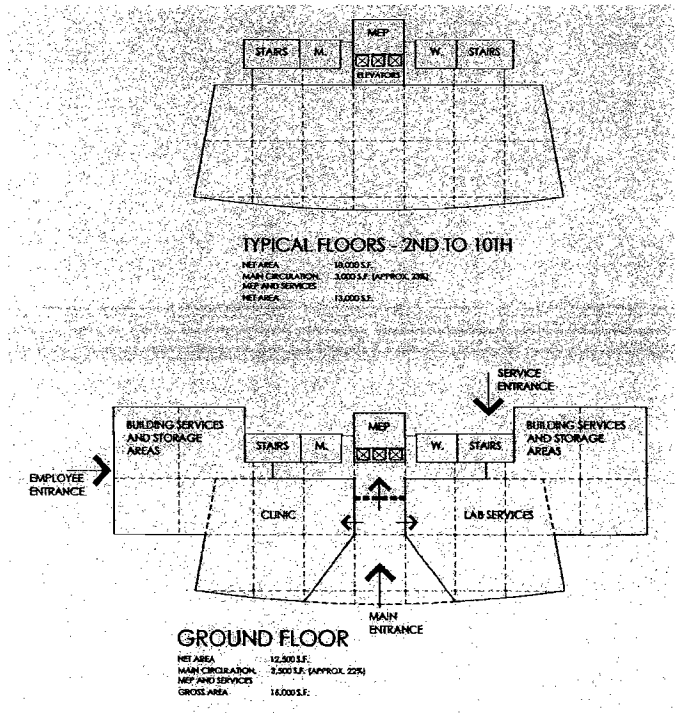


Conceptual Floor Plan Diagrams.



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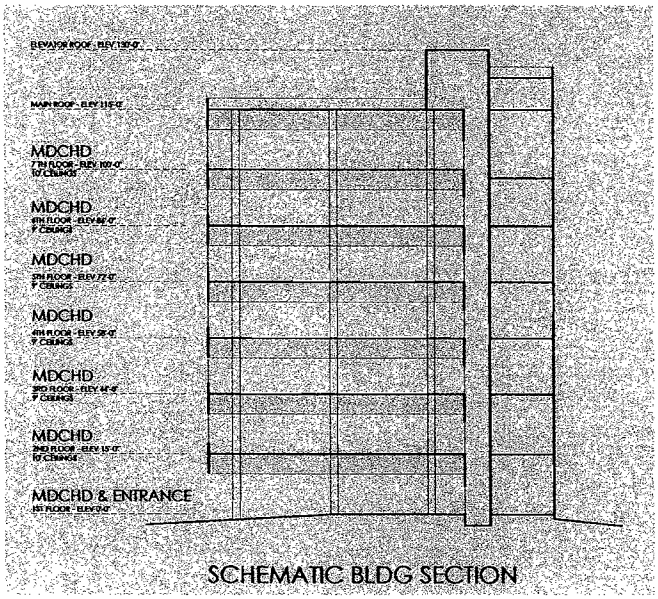
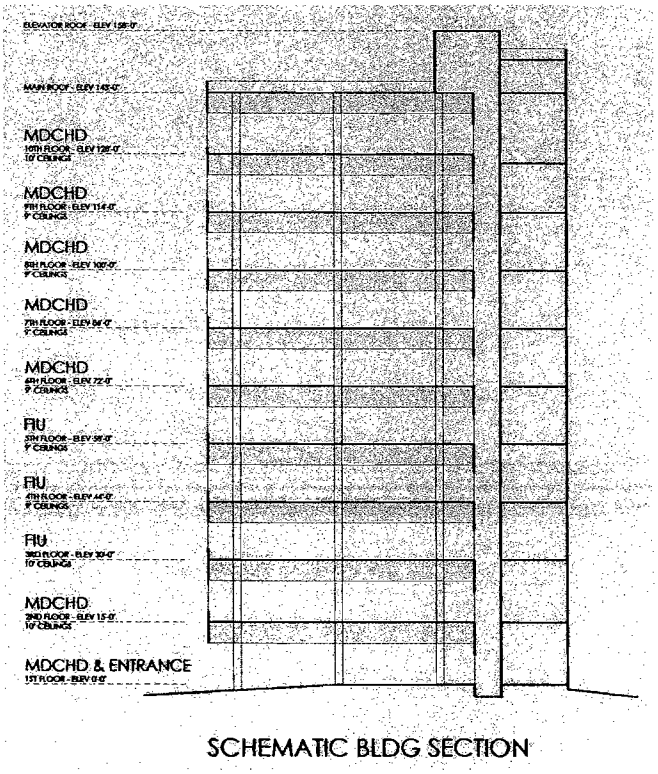


Conceptual Building Sections.



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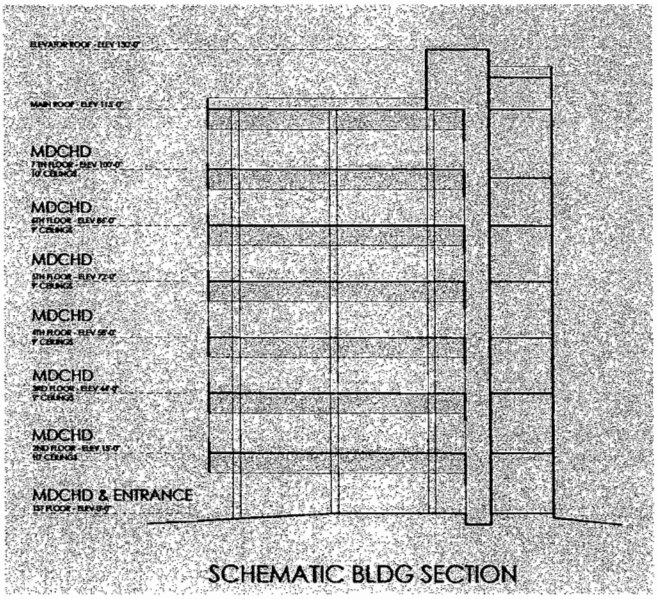

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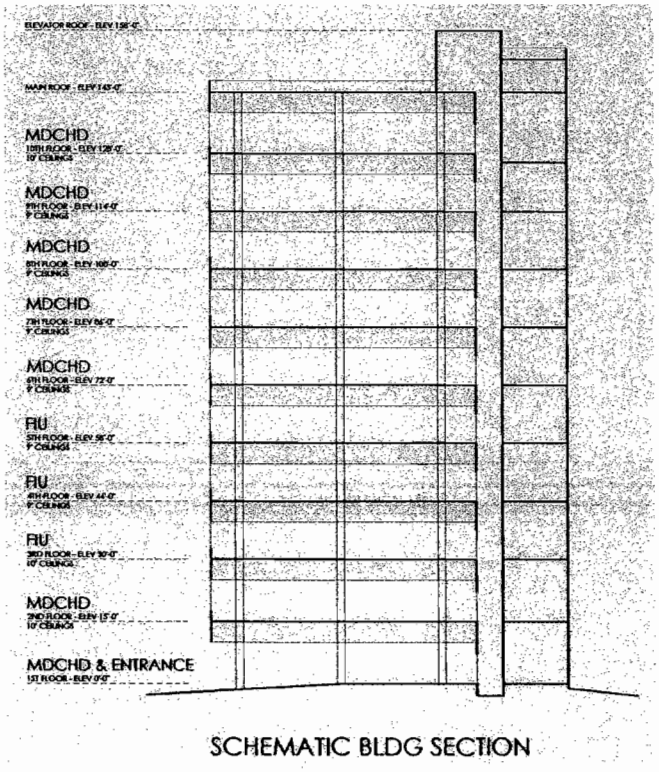

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FIU ● MDCHD BUILDING

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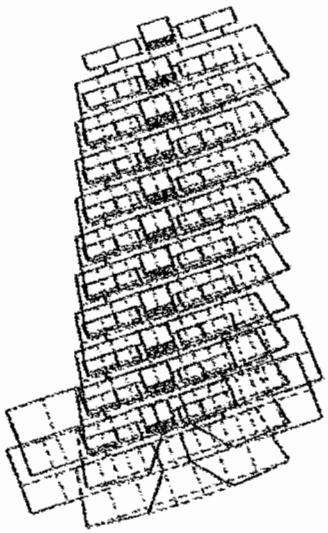

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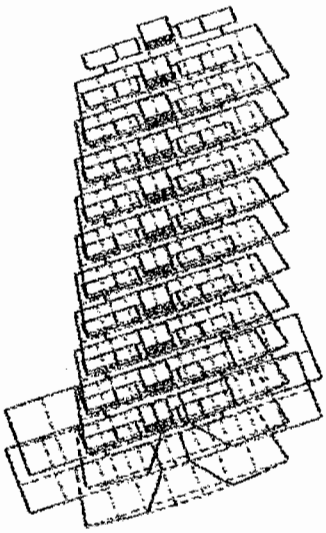
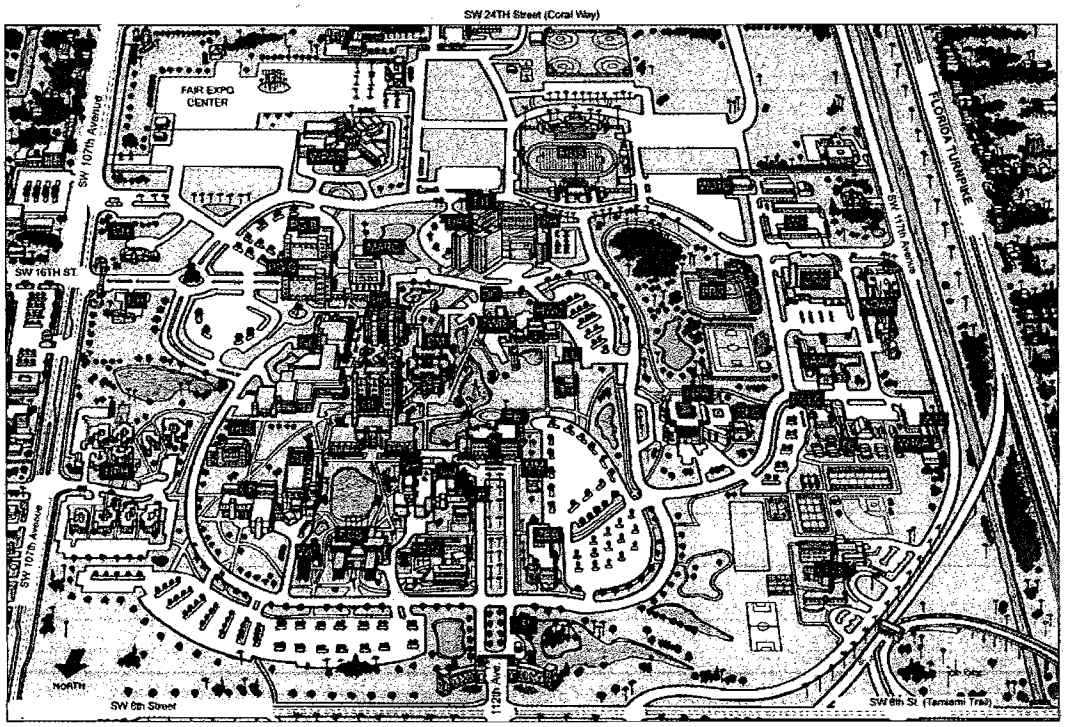


IV. FIU MDCHD • SITE IMPACT

The location of the building will be determined during a future Campus Master Plan project intended to study the future growth of the University Campus, their facilities and the location of the future Academic Health Sciences Center. The actual building impact will not be determined until the Master Plan is completed and a final location is established.

However, attached are documentation related to site issues such as Campus Map, Zoning Information, Area Utility Site Plan and the previous Master Plan to be used as reference only.



UNIVERSITY PARK CAMPUS MAP

BBS	Baseball Stadium	ECS	Engineering & Computer Science	LC	Labor Center/ELI	PG B	Blue Parking Garage	UPH	University Park Housing
CCLC	Children's Creative Learning Ctr.	EH	Everglades Hall	MARC	Management and Advanced Research Center	PG G	Gold Parking Garage	UPI	Visitor Information Center
CFES	Carlos Finlay Elementary School	FIUS	FIU Community Stadium			PH	Panther Residence Hall	UPT	University Park Towers
CH	College of Health	GC	Graham University Center	MM	Mall Modular Classrooms	RB	Ryder Business Building	VH	Viertes Haus
CP	Chemistry & Physics	GH	Greek Housing	NOAA	National Hurricane Center	SAAC	Student Athletic Academic Center	WC	Wertheim Conservatory
CSC	Campus Support Complex	GL	Green Library (Athenaeum)	OE	Owa Efian	SFC	Student Fitness Center	WDTC	Ceramics
CU	Central Utilities	GPA	Golden Panther Arena	PC	Charles Perry Bldg. (Primera Casa)	TC	Trailer Complex	WPAC	Wertheim Performing Arts Center
DC	Duplicating Center	HLS	Health & Life Sciences		The Art Museum	TWR	Tower	ZEB	Ziff Education Building
DM	Deuxieme Maison	HWC	Health Care & Wellness Center	PCA	Paul L Cejas School of Architecture	UH	University House		

Campus Map.

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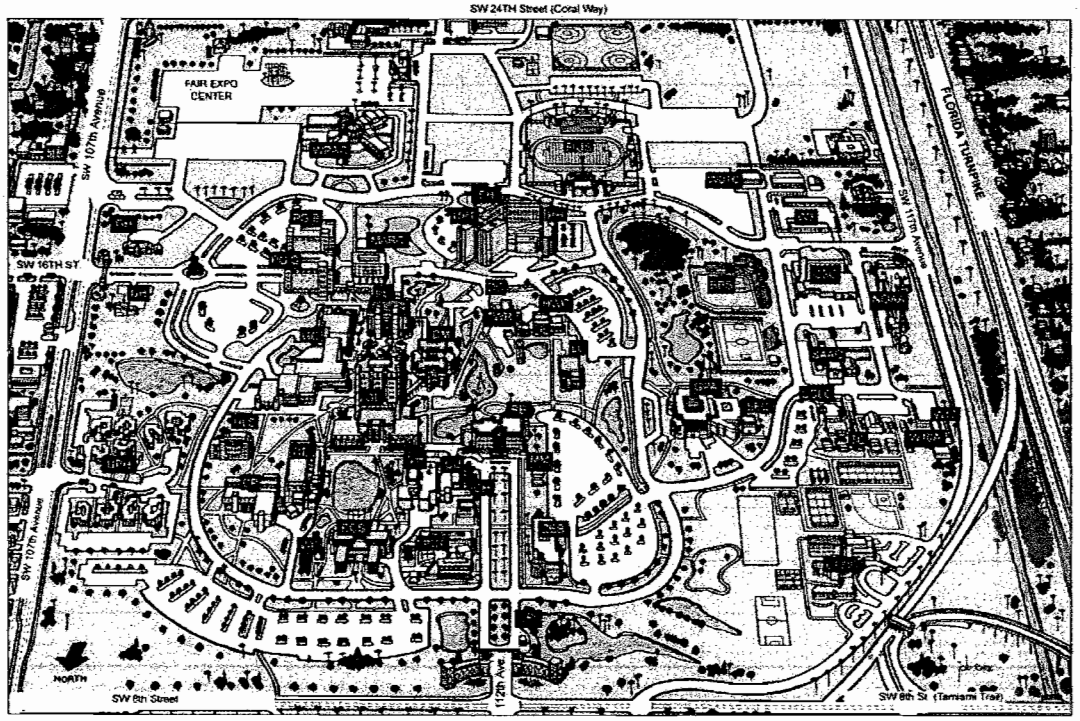

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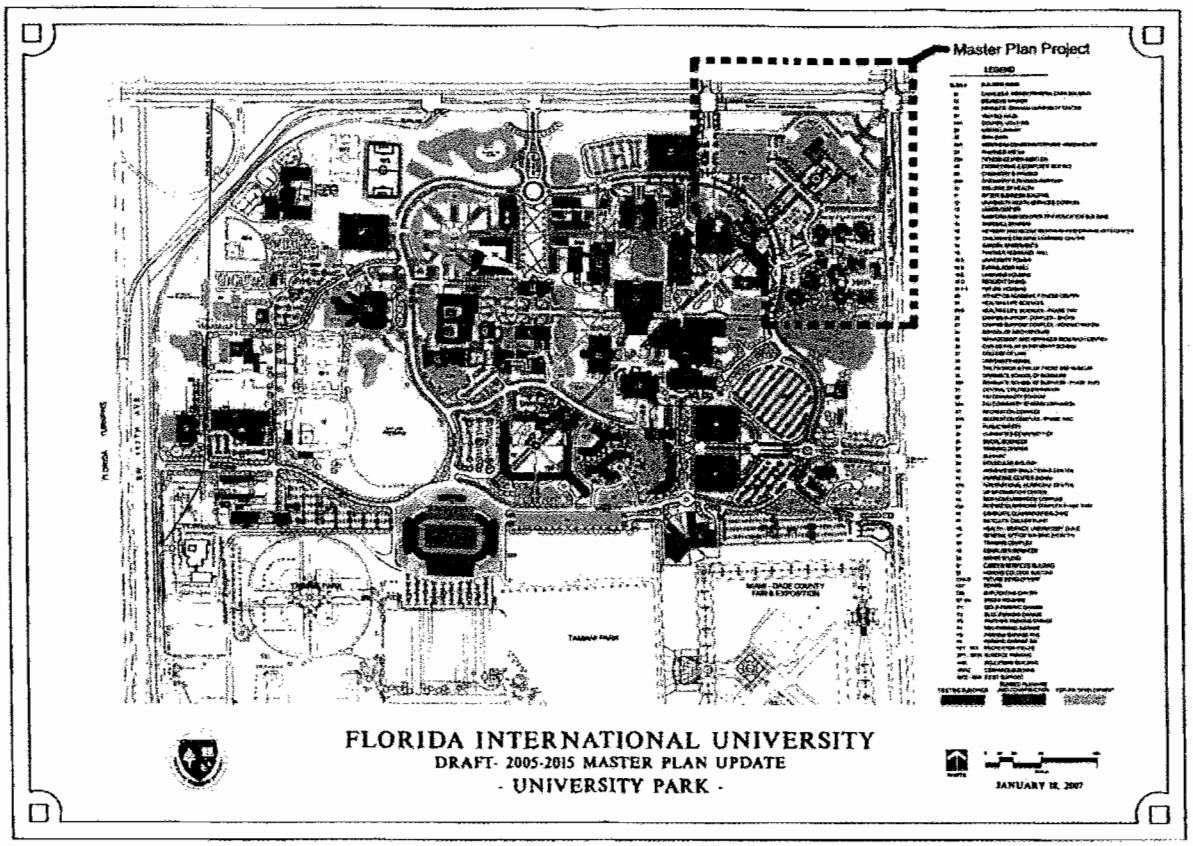
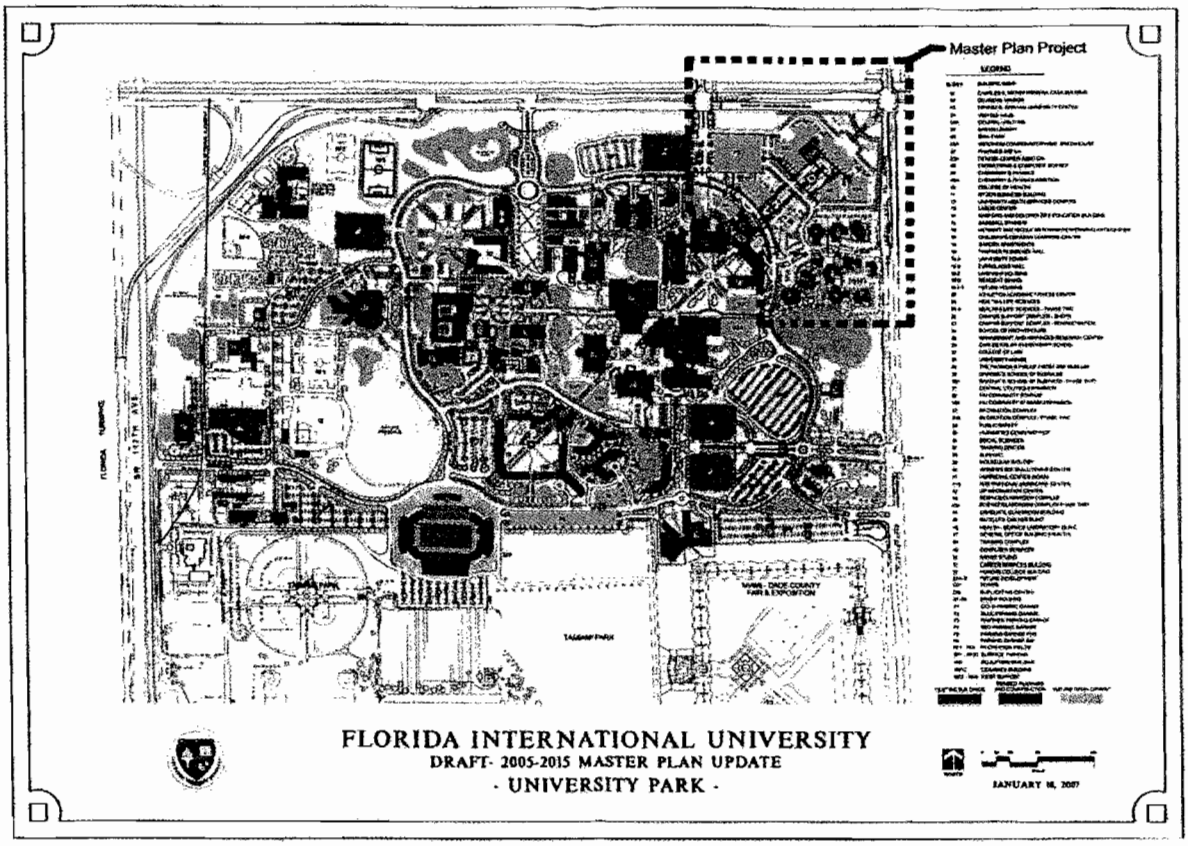
Campus Map.


Master Plan Project
FLORIDA INTERNATIONAL UNIVERSITY
DRAFT- 2005-2015 MASTER PLAN UPDATE
- UNIVERSITY PARK -
JANUARY 18, 2007

Master Plan.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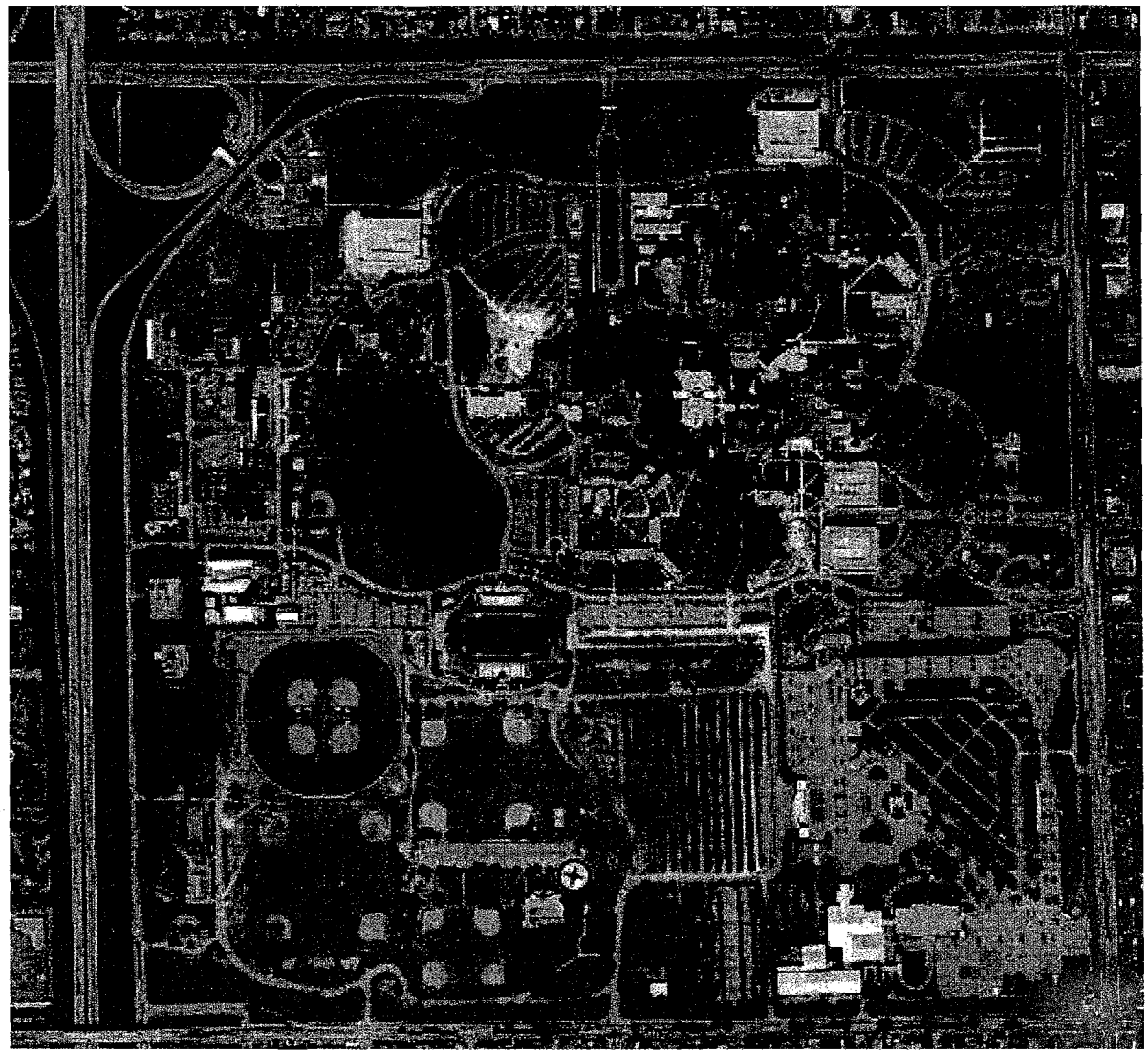
Master Plan.



Aerial Photograph.

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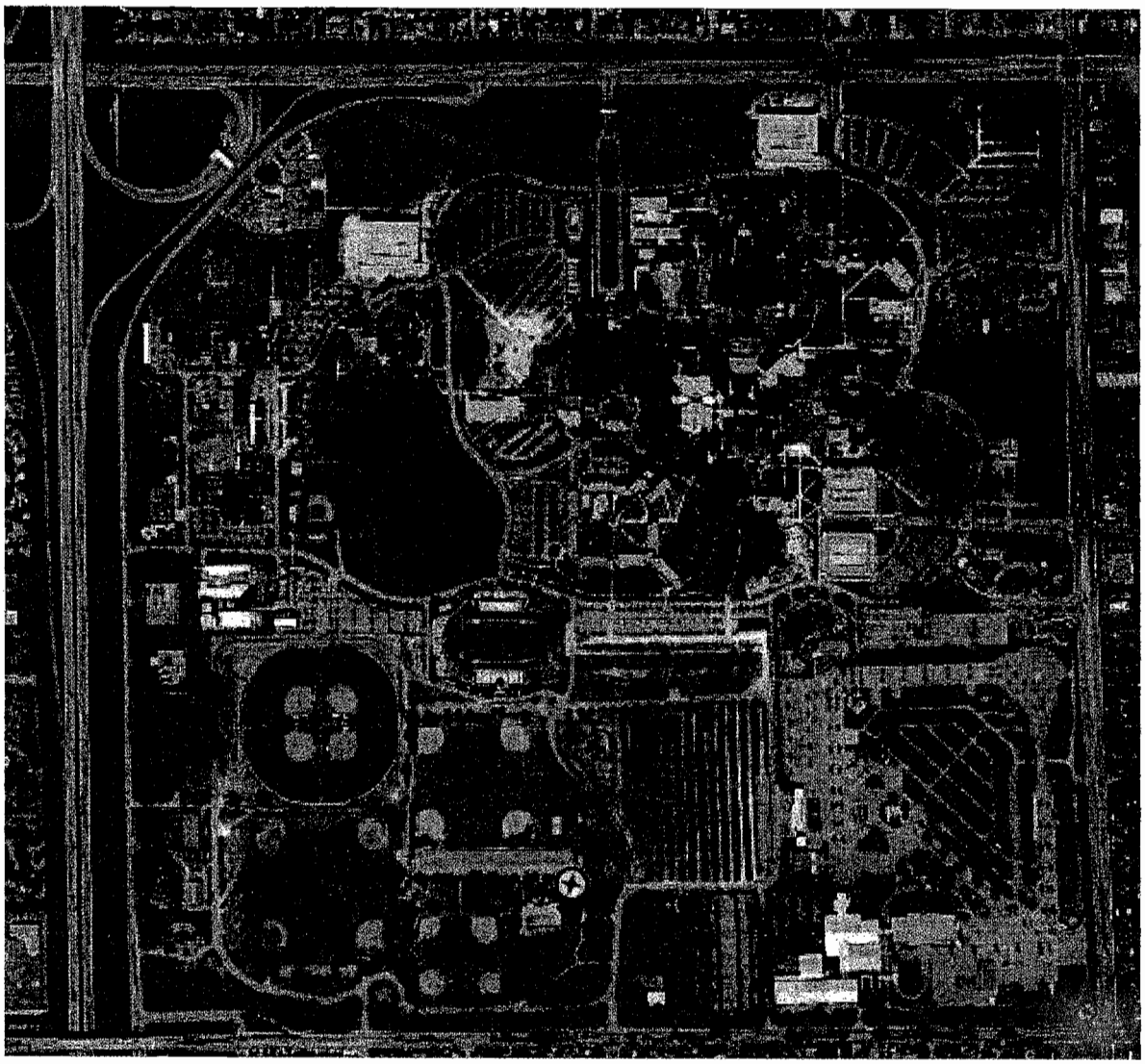

Aerial Photograph.

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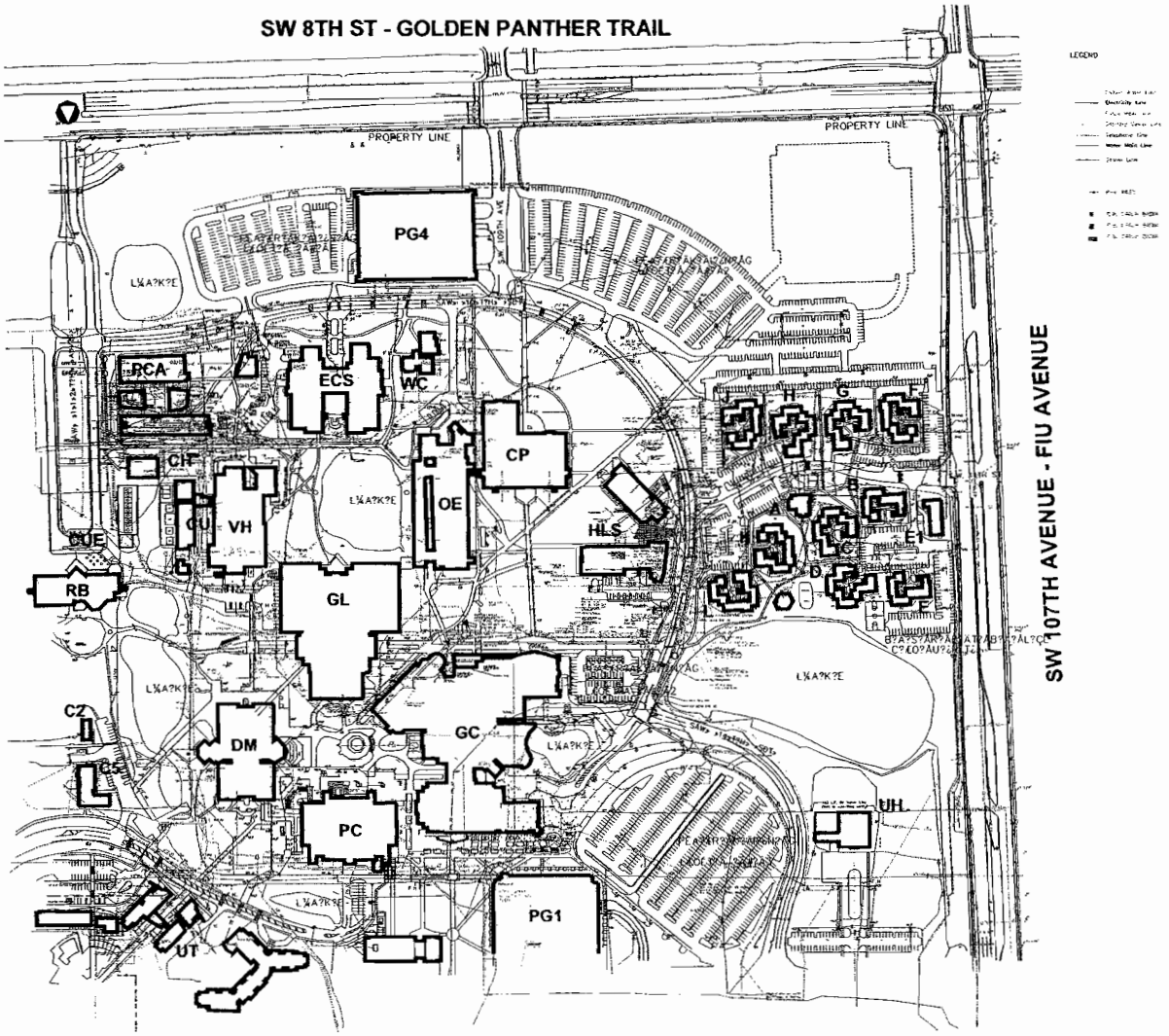
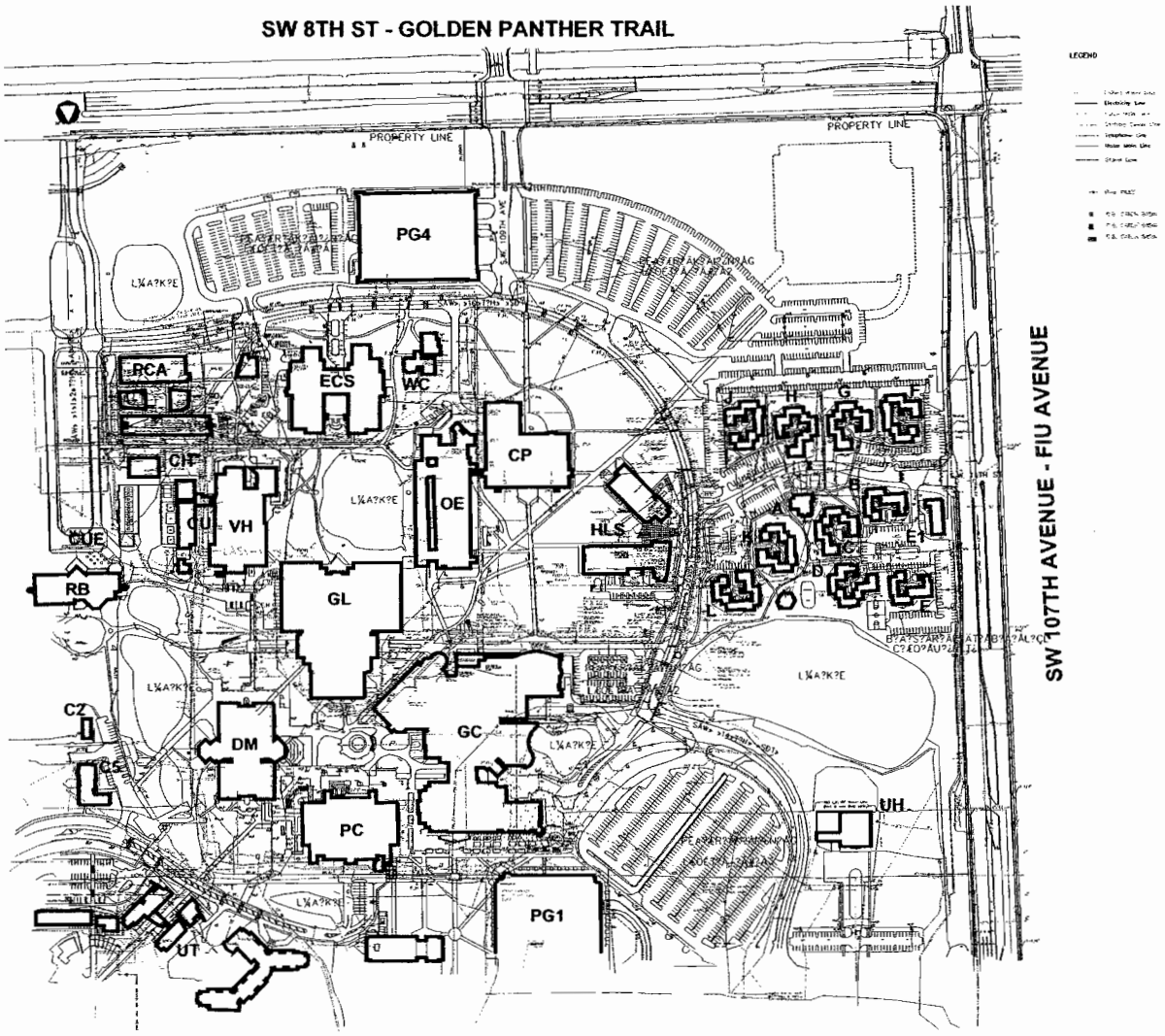
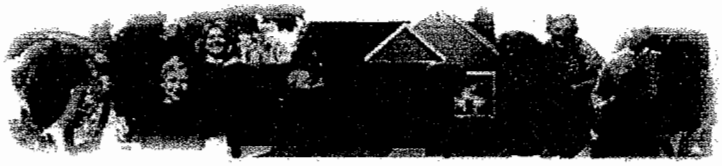


Utilities Site Plant (Northeast Quadrant).



Utilities Site Plant (Northeast Quadrant).

My Home



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ACTIVE TOOL: SELECT

N

Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	30-4007-000-0050
Property:	11200 SW 8 ST
Mailing Address:	TIITF/ EDUC -FIU FLORIDA INTNATL UNIV 3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399-

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0086 TRUSTEE INTERNAL IMPROVEMENT FUND
Beds/Baths:	0/0
Floors:	10
Living Units:	19
Adj Sq Footage:	3,645,787
Lot Size:	344 ACRES
Year Built:	1972
Legal Description:	7 54 40 343.662 AC M/L BEG 109.441FTS & 55FTW OF NE COR OF SEC TH S2980.91FT W5174.56FT N1873.03FT TO A PT OF CURVATURE N & NELY AD 393.35FT N 43 DEG E 595.11FT NELY AD 474.78FT

Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	$0

Assessment Information:

Year:	2006	2005
Land Value:	$15,333,850	$15,333,850
Building Value:	$31,950,000	$31,950,000
Market Value:	$47,283,850	$47,283,850
Assessed Value:	$47,283,850	$47,283,850
Total Exemptions:	$47,283,850	$47,283,850
Taxable Value:	$0	$0

Digital Orthophotography - 2006

0 ——— 490 ft

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Zoning Inforamation.

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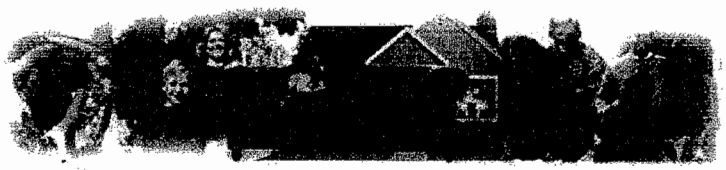

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Zoning Inforamation.

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FIU ● MDCHD BUILDING

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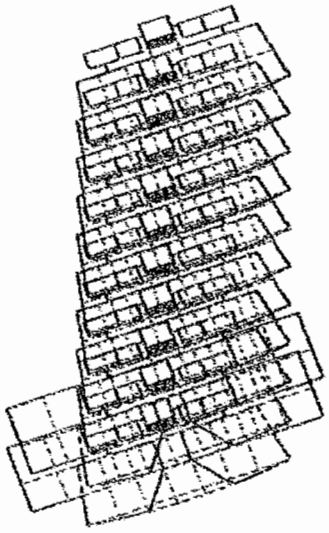

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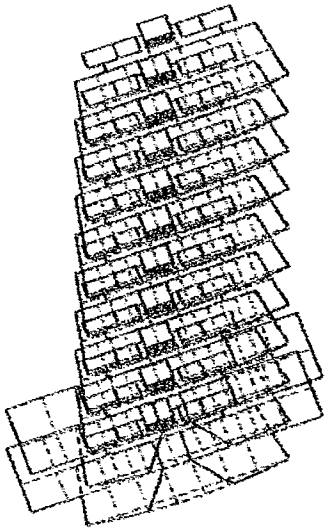

V. FIU MDCHD • BUILDING STANDARDS

Division 1: General requirements
N/A

Division 2: Site Work
Site work will be limited to the any work required directly under the building foot print and 5' from its perimeter. All other civil work required for the projects including but not limited to streets and access roads, parking areas or structures, sidewalks, storm sewer, landscaping and irrigation will be included as part of the Scope of Work of the Campus Master Plan. All work required for the connection of all utilities and services such as Domestic Water, special connections for Fire Sprinkler System, Sanitary Sewer, Electrical Service, Gas, and all the Telecommunication systems including Telephone, Cable and Internet.

Division 3: Concrete
The structural system shall be constructed of PSI concrete system floor and roof slabs supported by concrete columns or steel beams, steel joist and steel columns. Either system to be erected over spread footings. (Since no soil information is available at this time, the budget estimate was developed assuming good soil conditions and does not includes any additional/special structural foundation requirements due to poor soil conditions).

Division 4: Masonry
Concrete masonry unit construction shall be limited to interior areas. Exterior use CMU with proper finish and waterproofing shall be limited to ground floor level only. Glass blocks may be used in limited applications only to provide exterior light or used as an accent material.

Division 5: Metals
Interior Exit and Roof Access Stairs shall be concrete filled metal pan stairs with integral nosings and metal railing systems.

Division 6: Wood and Plastics
Architectural Woodwork shall be premium quality with ¾" plywood components with Type II water resistant construction with locking devices for all doors and drawers. Cabinets to be finished with premium grade plastic laminate, all countertops shall be solid plastic. Laboratory casework and counter tops shall be constructed with acid resistant plastic finishes.

Division 7: Thermal and Moisture Protection
Waterproofing and vapor barriers shall be used as required to provide a quality building envelope. Rigid insulation shall be used on all exterior walls and soffits. Roofing shall be minimum 3-ply modified bitumen over foam board insulation with stainless steel flashing system.

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Division 8: Doors and Windows
All exterior doors and frames shall be premium steel units if located in concrete type walls and aluminum with glass as part of the selected curtain wall system. Interior doors to be full-height doors, 3'0" x 8'4" solid core wood mahogany veneer with oil finish. Stainless steel lever hardware with passage lockset, stainless steel hinges and door stop. All finish hardware shall be premium quality. Master keying shall be coordinated with FIU facilities department. Exterior glazing shall be impact resistant to assume large missile design for the full structure.

Division 9: Finishes
Exterior floor finishes shall be colored concrete and/or concrete pavers to match Existing or Master Plan standards. Interior floors shall be VCT tiles, premium quality carpet and ceramic tile with vinyl and ceramic bases. Carpet Yarn weight: 26oz. per yard installed over commercial fiber padding. Interior wall finishes shall be painted gypsum board with accent textures in limited areas in circulation and office areas, ceramic tile in restrooms and custodial spaces. Metal wall panels and glazing partitions shall be used in elevators lobbies. Ceiling finishes shall be premium grade 24" x 24" acoustic lay-in tiles and painted gypsum board in accent areas.

Division 10: Specialties
All group restrooms shall be provided with solid plastic toilet partitions and privacy screens with aluminum hardware. Premium quality restrooms accessories and glass mirrors shall be provided. Identifying devices shall be stainless steel finish with black engraved letters and symbols. Acoustic quality operable partitions shall be provided at Auditorium/Training/Employee Lounge/Wellness Center. Wall louvers shall be aluminum to match curtain wall system.

Division 11: Equipment
All special equipment to be provided by tenants/owner.

Division 12: Furnishings
All exterior window/glass areas shall be provided with horizontal aluminum mini blinds window treatment for light control.

Division 13: Special Construction
The building shall be provided with Telephone and Data Systems, Intercom and TV Systems – Recreational, Informational/Instructional and Security, Sound Reinforcement System and Facility Management System.

Division 14: Conveying Systems
The building shall be served by two (2) 2,500 lbs passenger elevators and one (1) 3,500 lbs service elevators. All elevators shall be traction type with a minimum speed of 200 feet per minute. Elevator doors, frames and cab interiors shall be textyred stainless steel finish.

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Division 15: Mechanical

SANITARY SYSTEM

A complete system of soil waste, grease waste and vent piping including grease trap to kitchen fixtures. The system shall collect and connect to the Campus sanitary sewer collection system.

STORM DRAINAGE

Roof, storm drainage design based on 6 inches per hour rainfall intensity. Run off will be collected to a retention pond which will then be the source of water for the irrigation system.

CLEAR WASTES

Condensate drainage piping is provided to all A/C units. Waste is conveyed to discharge into the storm water system.

DOMESTIC WATER SUPPLY

Supply from site distribution system with domestic meter
system. Constant pressure booster systems will be provided to meet building normal requirements. Hosebibbs with vacuum breaker located every 150 feet around the building perimeter.

FIRE PROTECTION

The new facility will be provided with an automatic wet type fire sprinkler system complete with Fire Pump and corresponding Jockey Pump. Post indicator valve and fire department Siamese connection shall be located no less than 40 feet from the building. A Siamese connection shall be 50 feet of a hydrant.

HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS

A complete heating, ventilating and air conditioning system will be provided. The HVAC system will be designed using the following design criteria:

a. Summer:
   Outdoor conditions: 91°F. DB/77°F. WB
   Indoor conditions: 77°F. DB/55% RH
b. Winter:
   Outdoor conditions: 44° F. DB
   Indoor conditions: 68° F. DB/40% RH
c. Outdoor Air/Ventilation per ASHRAE 62-2001 (Addendum "n")

CHILLED WATER

It is understood that chilled water will be available from the Campus system. All interior supply and return mains will be installed in the ceiling space to each Air Handler Room. Foamglas insulation will be used for all above ground installations and pre-insulated piping with PVC jacket will be used for all underground installations.

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It is understood that chilled water will be available from the Campus system. All interior supply and return mains will be installed in the ceiling space to each Air Handler Room. Foamglas insulation will be used for all above ground installations and pre-insulated piping with PVC jacket will be used for all underground installations.

AIR HANDLERS
The AHU's to be installed in the School will be of double wall construction with modular sections. AHU's will be variable air volume medium velocity, with variable speed drive. Outdoor air pretreatment will be provided for systems requiring a high outdoor air demand. Any AHU without dedicated outdoor air pre-treatment will have a sensible heat ratio of at least 0.7.

HEATING
Electric heaters within VAV boxes will provide the necessary space heating for variable volume systems. Electric duct heaters will be provided for constant volume applications.

DUCTWORK
Air ducts shall be galvanized sheet metal for medium and low pressure distribution, all in accordance with SMACNA Standards. Proper flexible ducts with thermal insulation are included for supply and return ducts. Flexible ducts not exceeding eight feet in length will be used to connect to diffusers.

AIR DISTRIBUTION
Louvered face supply air diffusers will be used. Return air registers will be Lattice type.

VENTILATION
All exhaust and makeup air ductwork necessary to provide mechanical ventilation system as follows:

Toilet rooms, emergency generator, switchgear room, electrical rooms, and custodial rooms.

a. Mechanical exhaust at custodial closets with service sinks and for all toilets.
b. Ventilation and exhaust systems will maintain indoor air quality as per ASHRAE 62-2001 (Addendum "n") standard throughout the Facility.
c. Carbon Dioxide Monitoring will be provided.

CONTROLS
HVAC systems will use electronic control modules and transducers to permit to read and reset from the Energy Management System and shall be of a high level to meet sustainable design goals.

PRESURIZATION AND SMOKE EVACUATION SYTEMS
The building shall be provided with pressurization for the exit stairs and smoke evacuation systems for the overall building.

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The building shall be provided with pressurization for the exit stairs and smoke evacuation systems for the overall building.

Division 16: Electrical

NORMAL POWER

Electrical for the new facility will be from a new FP&L pad mounted transformer located near the main electrical room. The new service will be at 277/480 volts, 3-phase, 4-wire. A main service disconnect, tapped directly from the FPL pad-mounted transformer, will be provided to serve the initial source of emergency power for the new facility. Protection from transient voltages and surges will be installed at the new service equipment and at the distribution equipment and low voltage panels serving non-linear loads and electrically sensitive equipment. Step-down transformers will be installed in the new facility to obtain low level (120/208V) utilization voltage for fractional HP rating motors and power receptacles. In general, lighting throughout the new facility will be at 277 volts except for the parking lots, which will be energized at 480V. Energy saving fluorescent lights will be used as the main source of illumination for the interior of the new facility. Exterior lighting for building perimeter/security will be type HID with metal halide lamp as the preferred source of illumination. Electronic ballast with T8 lamps will be specified for normal and emergency power illumination. Lighting controls shall be provided to maximize the use of natural lighting and minimize energy consumption during all operating hours of the facility.

EMERGENCY POWER

A diesel fueled stand-by generator will be provided to supply emergency power for life safety loads including the building smoke control system and the fire and jockey pumps, elevators and building water pressure boosting system. Power supplied by the generator will be 277/480v, 3 phase, 4 wire. The generator power will be distributed via three (3) automatic transfer switches, each identified as life safety branch, optional stand-by branch and fire pump branch, respectively. An above ground diesel fuel tank with fuel capacity for 48 hours of generator operation at full load will be provided and installed within the building.

LIGHTNING PROTECTION

The new facility will be provided with a lightning protection system of the air terminal type in compliance with the LP1 Code 175.

FIRE ALARM AND DETECTION SYSTEM

A new stand along fire alarm panel will be installed in the new facility. The new FA panel will be microprocessor based, addressable and electrically supervised. The new system shall be by Notifier to match the overall campus system.

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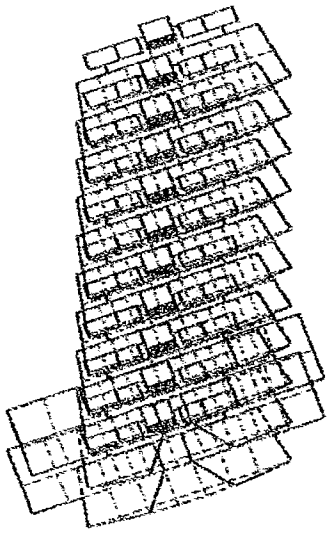

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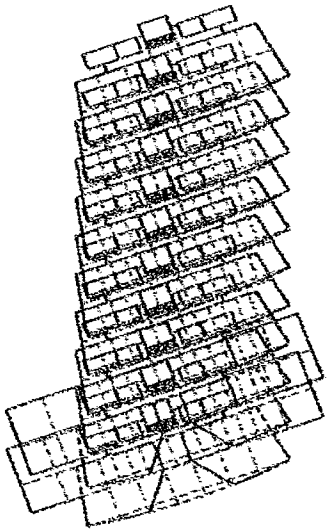

VI. FIU MDCHD • SUSTAINABLE STRATEGIES

The proposed building can incorporate "sustainable building strategies" in accordance with the USGBC LEED 2.2 NC Rating System that will improve the overall performance of the building. It has been shown that implementation of "green strategies" in the building design results in both hard and soft cost savings to the owner. Reducing building operating costs, enhancing the asset value of the building, and optimizing the life cycle economic performance of the building are some examples of hard cost savings. Soft cost savings include improved productivity of the building users and reduced employee absenteeism and turnover. Below we have briefly outlined the LEED credit categories, and identified which ones could be pursued once the proposed building design is commenced. Even if the building is not ultimately certified by the USGBC, the categories listed below should be strongly considered by the University.

LEED Category 1 – Sustainable Sites

- Several strategies in this category can be implemented if the proper protection and use of the project site is documented. Efforts should be made to reduce pollution during the construction by implementing a erosion sedimentation plan. The fact that mass transit currently serves the campus and a future Metrorail connection is planned will also benefit the project. Proper storm water control and reuse (irrigation, etc..) as well as landscaping and proper specification of roofing materials will also make the project more environmentally conscience.

LEED Category 2 – Water Efficiency

- Water conservation in South Florida has become a growing concern, and several strategies within this category can be implemented in the design of the building that will help to conserve water. Innovative waste water technologies (i.e use of water conserving fixtures and rainwater re-use systems) as well as water efficient landscaping are relatively simple ways to achieve some of the goals in this category.

LEED Category 3 – Energy and Atmosphere

- Minimizing the energy consumption in the building is the most basic strategy to achieve the goals identified in this LEED Category. We recommend that both fundamental and enhanced building commissioning of building energy systems be part of the project requirements. Elimination of refrigerant systems that are hazardous to the atmosphere should also be included as a basic project requirement.

LEED Category 4 – Materials and Resources

- Many strategies outlined in this category establish both design and construction goals/issues. One of the basic construction requirements built into the project could include diverting recyclable debris from landfills and properly documenting the use of recycled materials and wood harvested from responsible forest management. In addition we would recommend that the materials specified for use in the building meet minimum recycled content requirements as well as be materials that are classified as "rapidly renewable". If available, regional materials should also be specified and used in the project.

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LEED Category 5 – Indoor Environmental Quality

- Proper design and calibration of the building mechanical systems will help to achieve many of the credits outlined in this category (monitoring outdoor air delivery, increased ventilation, etc..). Other strategies within this category that we would also recommend include properly controlling environmental tobacco smoke the building users are exposed to, as well as reducing the amount of products specified in the project that are odorous, irritating and or harmful to the comfort and well being of the users and installers. Lastly, simple design strategies such as providing the building users proper day lighting and views to the building , as well as providing them thermal comfort controls will assist in reaching many of the goals outlined in this category.

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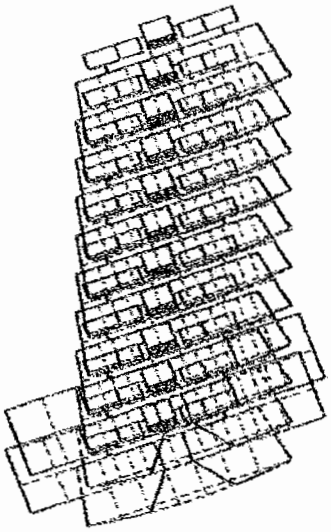

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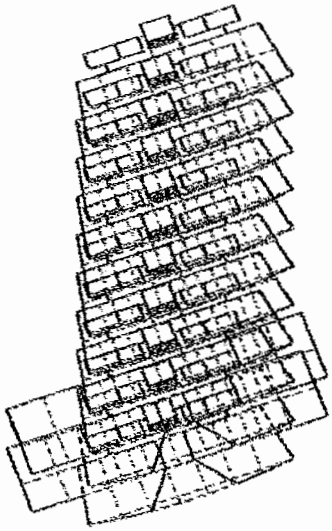
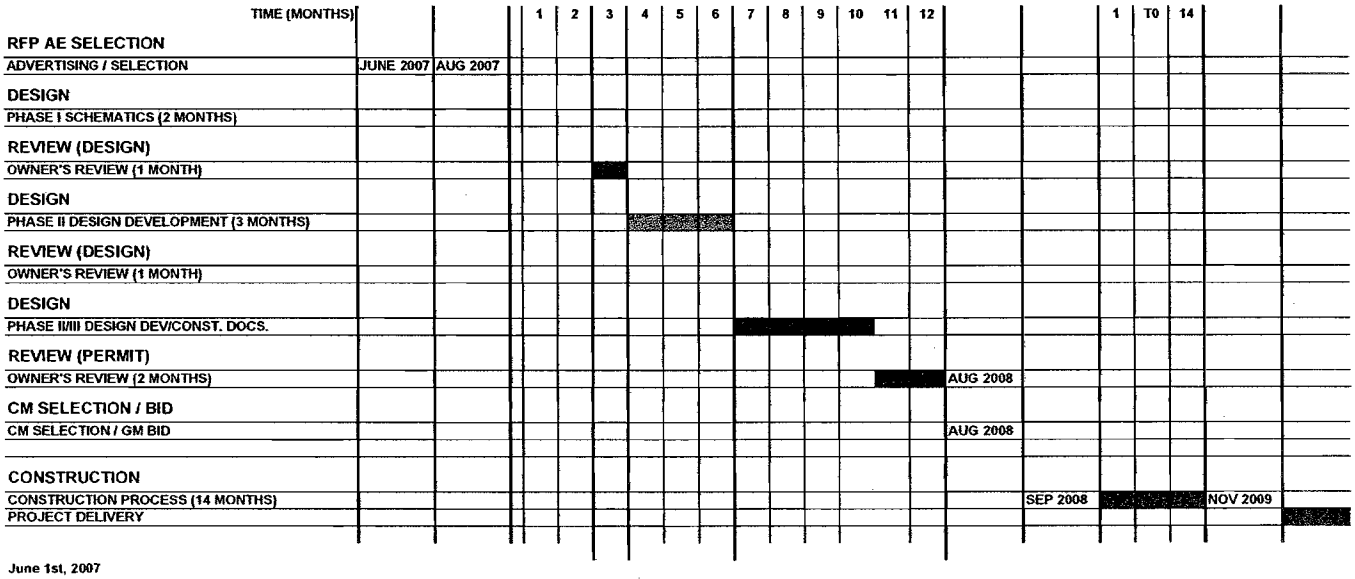


VII. FIU MDCHD • PROPOSED SCHEDULE



June 1st, 2007

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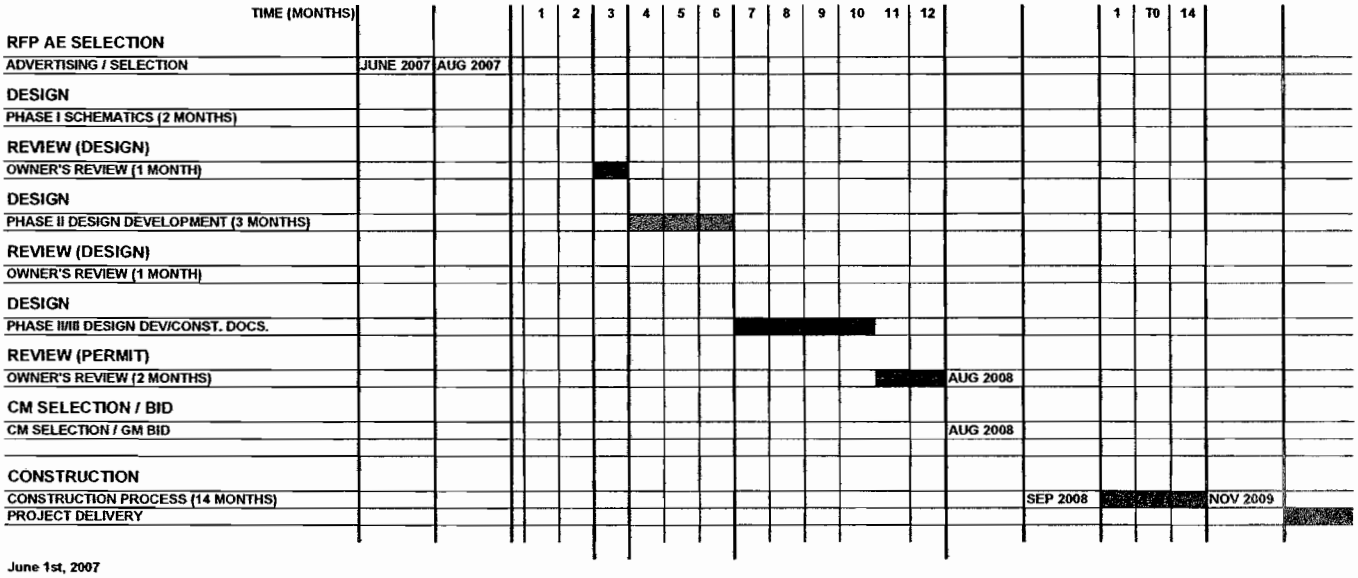

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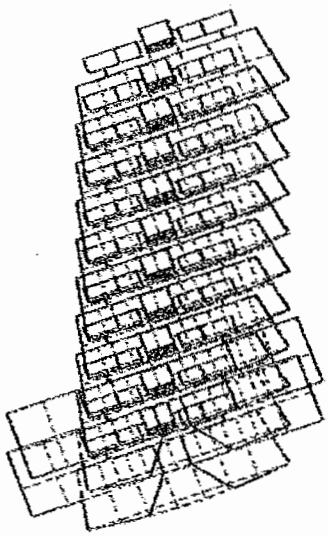

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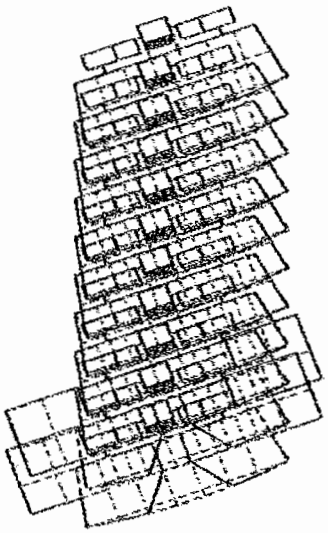

VIII. FIU MDCHD • ESTIMATE OF PROBABLE CONSTRUCTION COST

The following estimates represent the probable cost of construction for both, seven and ten floors options as conceptually depicted in Section III Conceptual Design and taking in considerations the Building Standards requirements included in Section V. The estimates are based on current market conditions and include an allowance for Site Work as recommended by the owner.

VIII. FIU MDCHD • TEN (10) FLOOR OPTION

ESTIMATE OF PROBLABLE COST OF CONSTRUCTION

BASE BUILDING	S.F.	Cost / S.F.	Subtotals
9 floors @ 13,000 S.F. =	117,000.00		
1 floor @ 15,500 S.F. =	15,500.00		
Subtotal Base Building	132,500.00	$ 95.00	**$ 12,587,500.00**

NOTE: Base Building includes Structure, Envelope and Basic Services

TENANT IMPROVEMENTS	S.F.	Cost / S.F.	Subtotals
1 floor @ 10,000	10,000.00	$ 85.00	$ 850,000.00
8 floors @ 10,000	80,000.00	$ 75.00	$ 6,000,000.00
1 floor @ 12,000	12,000.00	$ 95.00	$ 1,140,000.00
Subtotal Improvements			**$ 7,990,000.00**

FINISHES UPGRADES	S.F.	Cost / S.F.	Subtotals
Main Lobby Area	3,000.00	$ 25.00	$ 75,000.00
Elevators (3)	N/A	N/A	$ 45,000.00
Elevator Lobbies (9 @ 200)	1,800.00	$ 25.00	$ 45,000.00
Restrooms (20 @ 300)	6,000.00	$ 25.00	$ 150,000.00
Subtotal Upgrades			**$ 315,000.00**

SITE WORK	S.F.	Cost / S.F.	Subtotals
Site Work	N/A	N/A	$ 2,750,000.00
Subtotal Site			**$ 2,750,000.00**
SUBTOTAL			**$ 23,642,500.00**
10% Contingency			**$ 2,364,250.00**
TOTAL			**$ 26,006,750.00**

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VIII. FIU MDCHD • ESTIMATE OF PROBABLE CONSTRUCTION COST

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VIII. FIU MDCHD • SEVEN (7) FLOORS OPTION

ESTIMATE OF PROBLABLE COST OF CONSTRUCTION

BASE BUILDING	S.F.	Cost / S.F.	Subtotals
6 floors @ 13,000 S.F. =	78,000.00		
1 floor @ 15,500 S.F. =	15,500.00		
Subtotal Base Building	93,500.00	$ 95.00	**$ 8,882,500.00**

NOTE: Base Building includes Structure, Envelope and Basic Services

TENANT IMPROVEMENTS	S.F.	Cost / S.F.	Subtotals
1 floor @ 10,000	10,000.00	$ 85.00	$ 850,000.00
5 floors @ 10,000	50,000.00	$ 75.00	$ 3,750,000.00
1 floor @ 12,000	12,000.00	$ 95.00	$ 1,140,000.00
Subtotal Improvements			**$ 5,740,000.00**

FINISHES UPGRADES	S.F.	Cost / S.F.	Subtotals
Main Lobby Area	3,000.00	$ 25.00	$ 75,000.00
Elevators (3)	N/A	N/A	$ 45,000.00
Elevator Lobbies (6 @ 200)	1,200.00	$ 25.00	$ 30,000.00
Restrooms (14 @ 300)	4,200.00	$ 25.00	$ 105,000.00
Subtotal Upgrades			**$ 255,000.00**

SITE WORK	S.F.	Cost / S.F.	Subtotals
Site Work	N/A	N/A	$ 2,750,000.00
Subtotal Site Work			**$ 2,750,000.00**
SUBTOTAL			**$ 17,627,500.00**
10% Contingency			**$ 1,762,750.00**
TOTAL			**$ 19,390,250.00**

Estimates are based on the cost of free standing buildings and include an allowance of $2,750,000 for basic utility connections and direct site work on the building's immediate surroundings. Major storm sewer and other major civil items, including but not limited to, additional site work and site improvements, access roads, extensions or extended connections to all utilities and services are not included. All landscape work outside the immediate building surroundings will be under a different budget. The chilled water for the HVAC system will be provided by FIU main chiller system. Required parking will be provided by FIU. Any additional/special structural requirements due to poor soil conditions are not included in the budget estimate.

These estimates were generated based on actual cost information obtained from recent bids by professional estimators, contractors and developers.

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ESTIMATE OF PROBLABLE COST OF CONSTRUCTION

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EXHIBIT B

CLEANING SPECIFICATIONS

Florida International University (LESSOR)

Miami-Dade County (LESSEE)

Day Maid/Porter Duties:

1. Inspect all restrooms, keeping them in a clean and presentable condition.

2. Fill toilet tissue dispensers, toilet seat cover dispensers, soap dispenser, paper towel dispensers and sanitary napkin dispensers as needed (products to be furnished by Landlord).

3. Inspect and clean elevator cabs on a continuous basis. Doors and other metal surfaces should be frequently cleaned with an approved cleanser. Floors should be kept free of debris and cleaned as necessary,

4. Clean janitorial closets and organize their contents as necessary.

5. Clean the lobby security desk/area as required.

6. Respond to tenant requests as reasonably necessary.

7. Clean lobby directory as required.

8. Wet mop exterior horizontal granite surfaces adjacent to the lobby and motor court areas.

9. Perform other duties as directed by the Manager.

10. Day Maids/Porters are required to wear uniforms that are furnished by the janitorial contractor. The Manager must approve the uniforms.

Nightly-Tenant Spaces:

1. Wastebaskets and trash containers are to be emptied, exterior and interior surfaces wiped clean and returned to original location. Plastic liners will be installed as needed with liners furnished by building Landlord.

2. General Dusting: Hand dusting of the following should be done with a treated cloth or in some cases where a damp cloth is called for: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet and other desk top accouterments. Janitorial staff members are to handle any items on the desktop or work service.

3. Carpets are to be vacuumed in traffic lanes and around desks paying particular attention to knee well areas and oriental rugs. Spot cleaning is to be performed as needed to remove spillages or stains.

4. Walls are to be spot-cleaned as needed around light switches, handrails, door knobs and other heavy traffic areas.

5. Tile floors: All tile floor areas are to be dust mopped with chemically-treated mops or wet-mopped as specified. Spills and stains are to be spot-mopped on a daily basis.

6. Computer rooms will be cleaned as directed by Tenant and Tenant may incur a special service expense.

7. Counter tops to be cleaned nightly providing they are reasonably clear.

8. Sinks are to be wiped clean providing they are reasonably clear.

Nightly-Corridors and Lobbies (including service and garage vestibules):

1. Wastebaskets and trash containers are to be emptied, wiped clean, and returned to original location. Plastic liners will be installed as needed, with liners furnished by Building Landlord. All waste will be collected and removed to a central waste disposal area.

2. Ledges: Dust all ledges and other surfaces prone to dust accumulation.

3. Walls: Wall surfaces around light switches, electric and telephone outlets, door knobs, archway mirrors, and other traffic areas are to be spot-cleaned as needed.

4. Water Fountains: To insure a clean, healthy condition at the water fountain, the dispensing area and bowls are to be washed with a disinfectant solution and dry-shined. The sides of the metal housing will be damp wiped to remove streaks and runs.

5. Entrance Areas: All glass doors and metal trim are to be cleaned and dry-shined on both sides. Any side panels are to be spot-cleaned as needed.

6. Floors: Carpeted floors are to be thoroughly vacuumed and spot-cleaned as required. The areas will be dust-mopped with a specially treated mopping tool and with cleansing agents recommended by manufacturer. Granite floors will be swept, damp-mopped and spray-buffed. Walk-off mats will be utilized as directed by Manager. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby.

7. Janitorial closets will be cleaned nightly and shelves stocked with a minimum supply of towels, tissue, and liners as requested by Landlord.

8. Service elevator floors will be damp mopped nightly. Walls, ceiling and doors to be wiped clean.

9. Granite floors will be swept and mopped nightly. High traffic areas will be spray-buffed or recoated as required to maintain proper appearance.

Nightly - Restrooms:

1. Commodes and Urinals: To be washed and dried inside and out. Seats shall be washed top and bottom. This work will be performed using first a scouring powder and then an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry- shined.

2. Wash Basins: To be washed and dried inside and outside. Bright metal parts are to be dry-shined. Counter tops will be cleaned with manufacturer's recommended cleansing agents and approved by Landlord.

3. Waste Receptacles: To be emptied and interiors wiped out. Sanitary napkin waste disposal containers are to be emptied, sprayed with an approved disinfectant spray and wiped dry. The contents will be emptied into special carry-out containers for removal from the premises. Plastic liners and sanitary napkin disposal containers are to be replaced with material supplies by Landlord.

4. Paper Products: Toilet tissue, toilet seat covers, paper towels, and hand soap will be installed by the cleaner. All of these items will be furnished by Landlord. Contractor will assist the Manager in keeping a close inventory of these items.

5. Mirrors: To be cleaned and dry-shined.

6. Walls: All walls will be spot-cleaned to remove water splashes and runs, soap splashes, fingerprints, and smudges. Cleansers must be approved by Manager.

7. Stall Partitions: Doors and tops of all partitions will be dusted. Partition walls will be cleaned with a detergent disinfectant solution. Doors and tops of all partitions and all partition brackets or other hardware will be dusted and cleaned as required.

8. Floors: Tile floors to be swept and wet-mopped with recommended disinfectant. Stains and adherents on grout to be removed. All cleansers must be approved by Manager.

9. Air Fresheners: In the event dispensers are added, air freshener products will be replaced or added to as needed on a daily basis, with product to be supplied by Building Landlord.

Nightly-Stairwells:

1. Police and/or spot sweep steps, landings and handrails.

Nightly-Exterior Granite:

1. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby and lobby level tenant spaces.

Nightly-Elevators (Tower and Parking Garage):

1. Granite floors: Sweep/dust mop and spot clean to remove spillage and stains. Cleansers should be approved by Manager. Vacuum the saddle to remove debris. Elevator door tracks are to be cleaned and shined nightly.

2. Walls: Wipe clean all walls, handrails and doors with approved cleansers.

3. Elevators: Interior walls and polished mirror finish stainless steel doors should be cleaned in accordance with the manufacturer's recommendations. All cleaning methods must be approved by the Manager. Elevator intercoms should be cleaned nightly.

Nightly-Trash Compactors/Loading Docks:

1. The areas should be swept nightly. The compactor should always be left stopped on the "in" position. Disinfectant should be added to compactor containers as necessary to control undesirable odors.

2. The Loading dock areas should be swept and mopped nightly.

Weekly:

1. Carpets: All carpets throughout the building are to be thoroughly vacuumed in all areas inclusive of corners, edges and behind doors. Operator will exercise care to insure that vacuum does not bump or mar furniture. Care should be exercised not to damage door frames with vacuum cleaner cords.

2. Pictures: Pictures and other wall adornments are to be dusted.

3. Baseboard and Low Vents: Dusted weekly.

4. Vertical Furniture Surfaces: Sides of desks, credenzas and other furniture are to be dusted with a treated cloth.

5. Stairwells: Thoroughly vacuum or sweep all steps and landings. Spot-clean landings and steps to remove stains, shoe polish scuffs, etc. Clean/dust stairwell light fixtures.

6. File cabinets are to be cleaned/dusted.

7. Chairs will be dusted on all horizontal surfaces. Fabric upholstered seats and arms are to be vacuumed. Side chairs will be treated likewise. All chairs should be replaced in their original positions to maintain an overall orderly and neat appearance.

8. Vertical surfaces on typical elevator lobbies are to be dusted/cleaned with a soft dust cloth. Only chemicals or cleansers approved by the Manager will be utilized.

9. All doors/frames shall be clean/dusted utilizing methods as approved by the Manager.

10. Machine-scrub exterior horizontal granite surfaces in motorcourt and adjacent to lobby level. Granite will be thoroughly rinsed.

Monthly:

1. Floors:

   A. Machine scrub hard surface floors with detergent disinfectant solution and rinse thoroughly. Use cleansers recommended by manufacturers. Tile flooring will be waxed and sealed as necessary.

   B. Interior granite in main lobby and walkways to be cleaned and polished. The granite will be stripped and sealed per the Manager's requirements. If a monthly frequency is inadequate in the opinion of the Manager, then the frequency shall be increased as necessary.

2. Lavatory walls and stall dividers: Clean and disinfect.

3. High Dusting: Ceiling vents, air duct vents, door closures, door frames and ledges above six feet are to be thoroughly dusted. Clean ceiling around vents. Either treated cloths, soft dust cloths or vacuums may be used for this operation.

4. Upholstered Furniture: To be vacuumed using proper attachments designed for this purpose.

5. Blinds: The horizontal venetian blinds are to be dusted. This includes dusting the window mullions. Blinds should be returned to original position as found. As required, blinds will be cleaned to prevent any accumulation of build-up or dirt.

6. Clean service level concrete floors to remove all stains, marks, and dirt.

7. Clean service level walls and doors to remove all stains, marks, and dirt.

8. Carefully wipe off switch outlet and telephone covers with a soft, dry dust.

9. Restroom porcelain walls and flooring to be machine-cleaned and shined in accordance to manufacturer's specifications.

10. Public corridor carpet should be shampooed as necessary.

11. Elevator ceilings, including service cabs are to be thoroughly cleaned. Procedure to be approved by Manager.

12. Window mullions to be dusted/wiped down as required. If necessary, a detergent cleanser should be utilized.

Quarterly:

1. Paneled walls (if any): To be dusted using specially treated dusting tools.

2. Draperies (if any): To be thoroughly vacuumed on both sides.

3. Interior tenant glass to be cleaned as necessary, but not less than quarterly.

4. Steam or high pressure clean trash compactors, pads and surrounding areas.

5. Steam or high pressure clean the loading dock pad.

6. Dust stairwell walls. Wipe handrails.

Annually:

1. Clean HVAC diffusers, returns, surrounding ceiling tile and grid.

2. Clean light fixtures and lenses.

3. Clean all exit light fixtures.

4. Clean interior building signage.

5. Clean exterior windows of the Building.

ADDITIONAL SERVICES:

Additional services such as upholstery or carpet cleaning may be requested by the Tenant and a price for same shall be provided by the Janitorial Contractor.

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AFFILATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is made and entered into this 26 day of September, 2007, by and between The Florida International University Board of Trustees, on behalf of Florida International University ("FIU"), a public corporation of the State of Florida, located at University Park, Miami, Florida, and The Florida Department of Health ("DOH"), an agency of the State of Florida, created and existing under § 20.43(2007) of the Florida Statutes and located at 2585 Merchants Row Boulevard, Tallahassee, Florida 32399.

WHEREAS, FIU is an urban, multi-campus research university serving South Florida, the State of Florida, the nation and the international community with the mission of imparting knowledge thorough excellent teaching, promoting public service, discovering knowledge, solving problems through research, and fostering creativity; and the University desires that facilities located on its campuses operate in fulfillment of its mission;

WHEREAS, DOH is interested in relocating certain of its administrative, clinical and public health services to FIU's University Park Campus in Miami, Florida;

WHEREAS, relocation of certain of DOH's administrative, clinical research labs and public health services to FIU's University Park Campus in Miami, Florida will facilitate the efficient and effective provision of state-of-the-art diagnostic and other laboratory services; will afford the efficient utilization of state of Florida facilities and equipment; will provide increased opportunities for interagency collaboration between DOH, FIU and its faculty and students; and, for all of the reasons stated above, will enhance and support FIU's missions of education, research and service and generally will benefit FIU, DOH and the citizens and agencies of the State of Florida;

WHEREAS, FIU has agreed, contingent upon receipt of all necessary approvals and appropriate funding, to design and construct a building at its University Park Campus, a portion of which will be leased to DOH and occupied by DOH administrative, clinical and public health services, and, if the University obtains Public Education Capital Outlay ("PECO") funding, an Academic Health Department ("AHD"), as well as other FIU employees and possibly other tenants; and

WHEREAS, the parties desire to establish an affiliation, on the terms set forth herein, and to define the objectives for the affiliation and the respective rights and responsibilities of each party.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, terms and conditions set forth herein, the receipt and sufficiency of which are acknowledged, FIU and DOH agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Goals and Objectives of Affiliation.

A. Generally. This Affiliation Agreement is intended to define the objectives for the affiliation between DOH and FIU. It is the intent of the parties to work cooperatively toward the satisfaction of their mutual missions and to fulfill the needs and expectations of both parties in a fair and equitable manner. This Affiliation Agreement is contingent upon the parties entering into a mutually acceptable lease agreement (the "Lease") with respect to the premises to be leased by DOH on the FIU campus.

B. Specific Goals and Objectives. The stated goals and objectives of this affiliation are as follows:

(i) To relocate certain DOH administrative, clinical research laboratories and public health services to Florida International University's University Park Campus;

(ii) To enhance the disease/disorder diagnostic capabilities of DOH through the establishment and maintenance of close relationships with FIU faculty;

(iii) To strengthen existing and to develop new education programs both at FIU and DOH in the field of public health;

(iv) To strengthen the existing public health laboratory sciences curriculum and facilitate the establishment of new collaborations between DOH and FIU faculty and students who will work cooperatively in the DOH laboratory and clinical space at the Building;

(v) To form a consortium wherein DOH and the Robert Stempel School of Public Health will cooperate in securing and implementing public health-related research grants and contract studies;

(vi) To allow for the collaboration of DOH and FIU personnel and to provide a common base for the Robert Stempel School of Public Health, the College of Nursing and Health Sciences, and the College of Medicine to cooperate on studies and activities relating to public health practices;

(vii) To establish a nationally-recognized FIU-DOH Public Health Center/Institute of Excellence for the edification of students and professionals and for access by the Governor, the Legislature and other state agencies to special resources and expert advice relating to the health of Florida's citizens.

3. DOH Activities and Program at the University Park Campus. DOH agrees to engage in public health-related service, training and research activities in the DOH premises located on FIU's University Park campuses which are congruent with FIU's mission.

Such activities will include:

(a) Public health service clinics and research labs engaged in the fulfillment of the DOH health service and research mission.

(b) Public health service clinics and research labs engaged in the mission of imparting knowledge through training and research, and the training of future Public Health workforce.

(c) Collaborative health-related programs, training and research between DOH and FIU faculty and students.

4. DOH and FIU Collaboration. DOH and FIU agree to facilitate collaborative teaching, training and research activities in DOH clinics and labs in conjunction with the University's mission.

(a) DOH shall ensure that its clinics, research labs and DOH databases will be available for FIU faculty engaged in collaborative research with the DOH, as approved by DOH.

(b) DOH shall ensure that its clinics and research labs will be available for FIU student training and research opportunities in collaboration with DOH as approved by DOH (as further discussed under Paragraph 5).

(c) DOH shall ensure that its clinics and research labs are available for FIU students supervised by FIU Faculty and/or DOH staff as part of their health related academic, clinical and research education and training.

(d) DOH and FIU shall ensure that all collaboration complies with all applicable federal, state, and local laws as well as DOH regulations, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Institutional Review Board (IRB) processes, and DOH Information Security Policy.

5. Student Internships.

(a) FIU agrees to the following:

a. To plan student assignments in consultation with a representative of the DOH.

b. To withdraw any Student from the Department whose conduct or work with clients, staff, or personnel is not, in the sole opinion of the Administrator/ Director of the Miami-Dade County Health Department, in accordance with acceptable standards of performance of the DOH. If this withdrawal is necessary, DOH will attempt to give FIU five (5) days

notice unless, in the sole discretion of the Administrator of the Miami-Dade County Health Department, immediate removal is necessary.

c. Medical coverage is the responsibility of the Student.

d. Subject to applicable laws, FIU shall assure the student(s) will maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, Sections 384.29, 381.004, 392.65 and 455.667, Florida Statutes. Procedures will be implemented by FIU to ensure the protection and confidentiality of all confidential matters the Student observes. These procedures shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, September 1997, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the FIU upon execution of this agreement.

e. To assure that prior to the Student beginning their internship with the Department, the Student has undergone a Level 2 background screening as required by §110.1127 and §435.04, Florida Statutes. Initial screening will include fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Additional screening requirements, including drug testing, may be requested by DOH pursuant to DOH policies and Florida Statutes.

f. To submit written documentation evidencing that the Student has completed and passed the screening and fingerprinting requirement prior to scheduling the student to begin training at DOH.

g. Prior to or on the first day of the internship, Students will each have to undergo information security training provided by the DOH.

h. FIU will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity In Service Delivery." Assurance is given that neither will discriminate against any employee or applicant in the course of study due to race, color, origin, creed, sex, age, marital status, or handicap.

(b) DOH agrees to the following:

a. To provide designated staff members as public health training supervisors or practicum preceptors for Students, and access to data, instruction, clients and facilities.

b. To provide the physical facilities and equipment on FIU campus to supplement an educational program in accordance with the objective of providing public health experience to Students.

c. To retain overall responsibility in areas where Students are assigned.

d. To orient Students to the facility and to its applicable policies, procedures, protocols and regulations. These standards will be made available to or accessible to all Students who are accepted in the intern field experience.

e. To monitor the activities of the Students during their work experience at the DOH and provide reasonable guidance to the students concerning the functioning and procedures of the DOH, which may impact the Student's work.

6. Modification. The Agreement may not be modified or amended by the activities of the parties, and may only be modified or amended by formal written agreement signed by both parties.

7. Default and Breach.

A. In the event of any default, the non defaulting party may give written notice thereof to the other. If such default is not corrected to the satisfaction of the non-defaulting party in its reasonable judgment within sixty (60) days from such notice, the defaulting party shall then be deemed in breach of this Agreement.

B. In the event either party is deemed in breach under any terms of this Agreement, the other party shall be entitled to all rights and remedies specifically set forth in this Agreement (elsewhere and in this paragraph), at law or in equity, all of which shall be cumulative and not exclusive of the other.

8. Notices. Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing, or mailed by certified or registered mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

To DOH: Office of the Secretary
Department of Health
2585 Merchants Row Boulevard
Tallahassee, FL 32399
Attn: Surgeon General

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With a copy to: Office of the Administrator
Miami-Dade County Health Department
8323 NW 12 Street, Suite 212
Miami, Florida 33126
Attn: Administrator

To FIU: Florida International University
11200 S.W. 8th Street – PC 526
Miami, FL 33199
Attn: Provost

9. Governing Law. This Agreement was entered into by two entities of Florida State government. Its interpretation and enforcement shall be governed by the laws of the State of Florida. In the event of any dispute arising out of the Agreement, the parties agree to attempt in good faith to resolve such dispute by negotiation or mediation. Thereafter, the courts of Miami-Dade County, Florida shall have exclusive jurisdiction.

10. No Implied Waiver. No waiver of enforcement, failure to insist upon strict performance of any provision, or waiver of any default or breach of this Agreement, whether or not recurring, shall be construed as a waiver of any subsequent enforcement, default or breach.

11. Severability. The invalidity unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

12. Integration. This Agreement embodies all prior communications of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

13. Authority. The persons signing this Agreement on behalf of DOH and on behalf of FIU are the duly authorized representatives of the respective parties with full power and authority to execute this Agreement. Each party represents and warrants that it has taken all corporate and/or government action necessary to fully authorize the performance of the obligations hereunder and thereunder, and the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Attest:

Heather Ore

FLORIDA DEPARTMENT OF HEALTH
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____
Maribel Zayas, B.S., JD
Interim Administrator

Date: 9/26/07

Attest:

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

By: _____
Dr. Ronald Berkman
Executive Vice President & Provost

Date: 9/26/07

Attest:

Chairmaine Caré

By: _____
Dr. Michele Ciccazzo, Interim Dean
Robert Stempel School of Public Health

Date: 8-28-07

EXHIBIT D

TENANT ACCEPTANCE AGREEMENT

Florida International University (LESSOR)

Miami-Dade County (LESSEE)

11200 SW 8th Street

This Agreement, dated as of _____, 2005, made between Florida International University (hereinafter referred to as "**Landlord**"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "**Tenant**");

WITNESSETH THAT:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____, 2008 (the "**Lease**") for space (the "**Premises**") in the building known as 2560 NW 89th St., Miami, Florida _____; and

WHEREAS, Landlord and Tenant agreed to execute this Agreement to confirm the actual Commencement and Expiration Dates of the Lease Term, and for other purposes;

NOW, THEREFORE, pursuant to the provisions of Article ____ of the Lease, Landlord and Tenant mutually agree as follows:

1. **The Commencement Date of the Lease Term is _____.**
The Expiration Date of the original Lease Term is _____ _____.

2. Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that all the work to be performed by Landlord in the Premises as required by the terms of the Lease except as set forth in Paragraph 3 below, if any, has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Landlord.

3. Landlord and Tenant acknowledge pursuant to Section 18.2(d) of the Lease that the items described on Schedule 1 attached hereto remain to be completed or corrected, which items Landlord agrees to accomplish within a reasonable time subsequent to the Commencement Date (if no such items, so state).

[SIGNATURE APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the date and year first above stated.

Signed, Sealed and Delivered in the Presence of:

LANDLORD:

Florida International University

_____
Print Name: _____

By:_____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____, as _____ of Florida International University. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ___, 2005.

By:_____

_____
Notary Public

Print Name: _____

_____
My Commission Expires: _____

_____

TENANT:

_____
Witness

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

_____
Witness

By:_____
_____, County Manager

ATTEST:

Date signed by Tenant: _____

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____ _____, as _____ of _____, on behalf of the _ _____. He/She is personally known to me or has produced _____ _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ___, 2005.

By:_____
_____
Notary Public

Print Name: _____
_____
My Commission Expires: _____
_____