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

Memorandum

MIAMI-DADE COUNTY

Date: April 4, 2011

To: Honorable Joe A. Martinez
and Members, Board of County Commissioners

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

Resolution No. R-234-11

From: George M. Burgess
County Manager

Subject: Lease Agreement with Centennial Interiors, Inc., a Florida Corporation for Property Located at 1400 N.W. 36 Street, Ground Floor, Miami, for the State Attorney's Office
Property # 3126-00-01

This item is being substituted to include Page 4 of the County Manager's memorandum which was inadvertly ommitted during printing.

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement at 1400 N.W. 36 Street, Ground Floor, Miami, with Centennial Interiors, Inc., a Florida Corporation, for record storage and office space to be occupied by the State Attorney's Office. The attached Lease Agreement has been prepared by General Services Administration at the request of the State Attorney's Office.

PROPERTY:	1400 N.W. 36 Street, Ground Floor, Miami
USE:	13,820 square feet of air-conditioned storage/office space (the majority is storage space), including off-street parking in common with other tenants.
COMMISSION DISTRICT:	3
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Centennial Interiors, Inc., a Florida Corporation
COMPANY OWNERS:	Peter Fedele - 40% Howard Gersuny - 30% Mary Maguire - 10% John Fedele - 10% Ken Fedele - 10%
OWNER'S TRACK RECORDS:	The County has no record of negative performance issues with Centennial Interiors, Inc., a Florida corporation.
USE:	13,820 Square feet of air-conditioned storage/office space (the majority is storage space), including off-street parking in common with other tenants.

JUSTIFICATION:

The State Attorney's Office has outgrown the warehouse space it currently leases from the Clerk of the Court to store its records, which is located at 9350 N.W. 12 Avenue. Since there is no additional space available in the warehouse to expand and the State Attorney's Office cannot dispose of those records for legal reasons, it has become necessary for the State Attorney's Office to relocate to another location that has more space.

The State Attorney's Office has selected this location due to its close proximity to another space they currently occupy in the Bank of America Building, located at 1313 N.W. 36 Street, 2nd, 3rd, 4th and 6th Floor. The State Attorney's Office will vacate the Clerk of the Court warehouse once the new space is ready for occupancy.

LEASE TERM:

Five years with one additional five-year renewal option period.

EFFECTIVE DATES:

Commencing ten days after approval by the Board of County Commissioners, unless vetoed by the Mayor, and if vetoed shall become effective, only upon an override of this Board and acceptance of leased space following the completion of alterations by Landlord and issuance of a Certificate of Occupancy and terminating five (5) years thereafter.

RENTAL RATE:

The annual rent for the first lease year of the initial lease term is $131,289.96, which is equal to $9.50 per square foot on an annual basis. The annual rent for the second lease year of the initial lease term is $145,110.00, which is equal to $10.50 per square foot on an annual basis. The annual rent for the third lease year of the initial lease term is $158,929.92, which is equal to $11.50 per square foot on an annual basis. The annual rent for the fourth lease year of the initial lease term is $165,840.00, which is equal to $12.00 per square foot on an annual basis. The annual rent for the fifth lease year of the initial lease term is $172,749.96, which is equal to $12.50 per square foot on an annual basis. The annual rent for the one additional five-year renewal option period shall increase by two percent (2%) each year of the renewal option period.

FISCAL IMPACT:

The total financial impact for the first lease year is estimated at $161,393.96, which is detailed below, and has been budgeted in the operating budget of the State Attorney's Office under Index Code: SA0411958 and Sub Object Code: 25511.

The First Lease Year of the Initial term :

	Total Dollars	PSF
Annual Base Rent:		
Annual Base Rent (Actual)	$131,289.96	$9.50
Direct Expense:		
Electric	$ 17,275.00	$1.25
Water & Sewer	$ 2,073.00	$ .15
Alarm Installation	$ 4,500.00	$ .32
Alarm Monitoring ($36.00 per month)	$ 432.00	$ .03
Janitorial & Custodial (Provided by Staff)	$ 0	$ 0
Total Base Rent:	$155,569.96	$11.25
Indirect Expense:		
Lease Management Fee (4%)	$ 5,251.60	
Phone & Data Installation	$ 573.00	
Total Cost to County, First Year:	**$161,394.56**	

The total fiscal impact for the entire term of the lease, including the one five-year renewal option is estimated to be $2,165,666.98.

LEASE CONDITIONS:

The Landlord is responsible for the structure of the building, roof, air-conditioning system, plumbing lines, electrical lines, fixtures, equipment, common areas, parking area, landscape area and surrounding realty. The Landlord shall demolish the existing interior demised premises, repaint the demised premises, install tile flooring throughout the demised premises, upgrade and install electrical wiring, purchase and install special light fixtures to coincide with specialized shelving units, install security doors and necessary hardware, and purchase and install specialized shelving units as requested by the County and the total costs of the shelving units to be reimbursed to the Landlord.

The County is responsible for electric, water, waste disposal services, janitorial/custodial services in the demised premises. Starting the second year of the lease term, the County is responsible for reimbursing the Landlord for the cost of the specialized shelving, not exceed $182,424.00, in monthly installments of approximately $1,900.25 over a period of ninety-six (96) months.

CANCELLATION PROVISION:	The County may cancel the lease agreement, or any portion thereof, at any time for any reason by (a) giving Landlord sixty (60) days prior written notice; and (b) paying the Landlord the remaining balance of the cost of the specialized shelving not to exceed $182,424.00.
OTHER PROPERTIES EVALUATED:	1251 N.W. 36 Street - $21.00 per square foot-office space - Net of electric and janitorial services. Tenant is responsible for the proportionate share of Real Estate Taxes and Insurance plus the installation of the specialized shelving unit at a cost of $182,424.00. 1399 N.W. 17 Avenue - $23.00 per square foot - office space - Net of electric and janitorial services. Tenant is responsible for the proportionate share of the building's operating expenses plus the installation of the specialized shelving unit at a cost of $182,424.00. 2950 N.W. 35 Street - $4.50 per square foot – non-air-conditioned warehouse space - Industrial Gross. Although this warehouse is the lowest priced warehouse in the area, because it will be used to store documents, it would need to be air-conditioned. There are several other non-air-conditioned warehouses in the area ranging from $4.50 to $6.00 per square foot that also need to be air-conditioned, improved and/or up-dated plus the installation of the specialized shelving unit at a cost of $182,424.00.
LEASE MONITOR:	Linda Weber, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement and the additional one five-year renewal option period, and exercise the cancellation provision.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 4, 2011

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

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

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

5

Approved _____ Mayor

Veto _____

Override _____

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

4-4-11

RESOLUTION NO. R-234-11

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 1400 N.W. 36 STREET, GROUND FLOOR, MIAMI, WITH CENTENNIAL INTERIORS, INC., A FLORIDA CORPORATION, FOR PREMISES TO BE UTILIZED BY THE STATE ATTORNEY'S OFFICE FOR ITS RECORD CENTER WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $2,165,666.98 FOR THE FIVE YEAR TERM OF THE LEASE AND THE ONE ADDITIONAL FIVE-YEAR RENEWAL OPTION TERM; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRRED 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 execution of a Lease Agreement between Centennial Interiors, Inc., a Florida Corporation, for premises to be utilized by the State Attorney's Office for its Record Center with a total fiscal impact to Miami-Dade County not to exceed $2,165,666.98 for the five-year term of the lease and the one additional five-year renewal option term, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

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

Joe A. Martinez, Chairman		aye	
Audrey M. Edmonson, Vice Chairwoman		aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Jose "Pepe" Diaz	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of April, 2011. 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: DIANE COLLINS
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2011 by and between CENTENNIAL INTERIORS, INC., a Florida Corporation, hereinafter referred to as the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

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

> 13,820 square feet of air-conditioned storage/office space located at 1400 N.W. 36 Street, 1st Floor, Miami, Florida 33142 together with off street parking in common with other tenants. (See Exhibit "A" attached hereto and made a part hereof).

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, commencing on the later of, (1) the effective date of the resolution of the Board of County Commissioners approving this Lease Agreement, or (2) the acceptance of leased space by TENANT, following the completion of alterations by LANDLORD and issuance of a Certificate of Occupancy, if any, which shall not be unreasonably withheld or delayed (the "Commencement Date"), and terminating five (5) years thereafter for and at a total rental of One Hundred Thirty One Thousand Two Hundred Eighty Nine Dollars and 96/100 ($131,289.96), payable in twelve (12) equal monthly installments of Ten Thousand Nine Hundred Forty Dollars and 83/100 ($10,940.83), for the first year of the initial lease term, payable in advance on the first day of every month at 2500 N.W. 39 Street, Miami, Florida 33142 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. The annual base rent for the second, third, fourth and fifth years of the initial lease term shall increase as follows:

Property # 3126-00-01

8

Term	Rate Per Square Foot	Annual Rent	Monthly Rent
Year 1	$ 9.50	$131,289.96	$10,940.83
Year 2	$10.50	$145,110.00	$12,092.50
Year 3	$11.50	$158,929.92	$13,244.16
Year 4	$12.00	$165,840.00	$13,820.00
Year 5	$12.50	$172,749.96	$14,395.83

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

ARTICLE I
USE OF DEMISED PREMISES

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

ARTICLE II
CONDITION OF DEMISED PREMISES

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

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

ARTICLE III
UTILITIES

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

ARTICLE IV
MAINTENANCE

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

a). Plumbing and electrical lines, fixtures, and equipment;
b). Custodial care of all parking areas;
c). Common area janitorial and custodial services;
d). Custodial care of all structural elements of the building and all common areas;
e). Halls, stairways, elevators, and lavatories;
f). Air-conditioning and heating equipment;
g). HVAC Maintenance referenced in Exhibit B, "HVAC Preventative Maintenance For Leased Space;"
h). Interior and exterior exterminating services;
i). Roof and roof leaks;
j). Windows, doors, and frames;
k). Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement during working hours the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the Demised Premises including janitorial and custodial services other than the above described items.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time,

notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

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

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

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

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the Demised

Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be reasonably corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused by the sole negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

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

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Lease Agreement by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and

agrees that any insurance protection required by this Lease Agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents and instrumentalities as herein provided.

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

ARTICLE XV
NOTICES

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

TENANT:

General Services Administration
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Centennial Interiors, Inc.
2500 N.W. 39 Street
Miami, Florida 33142

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

15

ARTICLE XVI
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall complete and prepare the Demised Premises for TENANT's initial occupancy in good, workmanlike, and timely manner in accordance with the Architectural Plans, entitled " State Attorney's Record Storage, First Floor Plans," copies of which are approved and initialed by both LANDLORD and TENANT and made part of the property file for documentation. The Plans may be amended by TENANT upon approval of LANDLORD. If there is a requirement change it will be stated in a work letter approved by both LANDLORD and TENANT and made part of the property file for documentation. LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans shall not be readily and reasonably available;
2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

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

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises. TENANT has the right to inspect the premises during construction, and all work

which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. LANDLORD shall demolish and complete the following improvements at LANDLORD's expense:

1. LANDLORD shall install security doors and necessary hardware.
2. LANDLORD shall install tile flooring throughout the Demised Premises.
3. LANDLORD shall install special light fixtures throughout the Demised Premises to coincide with specialized shelving units.
4. LANDLORD shall upgrade and install electrical wiring to accommodate special light fixtures.
5. Paint Demised Premises.

E. LANDLORD shall purchase, provide and install specialized shelving units, as requested and approved by the TENANT. The TENANT agrees to reimburse the LANDLORD the amount of $1,900.25 on a monthly basis as "Additional Rent" over a ninety six (96) month period commencing in the second year of the initial lease term. The cost of the specialized shelving units shall not exceed $182,424.00. LANDLORD shall submit to TENANT an itemized invoice for the cost of the shelving and such costs shall be subject to audit by TENANT.

ARTICLE XVII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof, at any time for any reason by (a) giving LANDLORD written notice of termination to be effective sixty (60) days after delivery; and (b) paying to LANLORD the remaining balance of shelving costs, previously amortized over a ninety six (96) month period, not exceeding $182,424.00.

ARTICLE XVIII
OPTION TO TAKE SPACE IN BUILDING

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease any part of LANDLORD's available space in the building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing.

LANDLORD shall, at LANDLORD's costs, provide to TENANT improvements equivalent to or better than LANDLORD'S WORK, as defined in ARTICLE XVI and Exhibit "B" and deliver to TENANT possession of such space in the manner provided herein within ninety (90) days from such notice or such other date of occupancy in TENANT's notice.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option period, upon the same terms and conditions, except that the base rental rate for the renewal option shall increase two percent (2%) each year of the renewal period, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XX
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE XXI
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards. (See attached Exhibit B, " HVAC Preventative Maintenance For Leased Space").

18

ARTICLE XXII
CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM

The following conditions precedent must be satisfied prior to the Commencement Date:

A. TITLE: LANDLORD must own and hold fee simple title, without encumbrance, conditions, restrictions, or exceptions, except for encumbrance that LANDLORD has provided to TENANT for non-material matters which do not adversely and materially affect the use and enjoyment of the premises in the manner contemplated by TENANT.

B. VACANT POSSESSION: LANDLORD must deliver vacant possession of the Demised Premises.

C. PERMITS: LANDLORD shall obtain a Certificate of Occupancy for TENANT in order to allow TENANT to utilize all of the Demised Premises.

D. NON-DISTURBANCE AND FUNDING AGREEMENT: LANDLORD shall have obtained a Non-Disturbance Agreement from all lenders as provided in ARTICLE XXX. In addition, LANDLORD agrees to set aside and fund the costs of LANDLORD'S WORK as set forth in ARTICLE XVI within thirty (30) days of Lease Agreement approval by the Board of County Commissioners.

E. APPROVAL OF PLANS: TENANT's Plans, Specifications, and Sign Drawings have been completely approved by LANDLORD and written evidence thereof shall have been received by TENANT within thirty (30) days of Lease Agreement approval.

F. GOVERNMENTAL APPROVAL: This Lease Agreement shall be authorized and approved by the appropriate authorities of Miami-Dade County.

G. LANDLORD'S WORK: LANDLORD shall commence LANDLORD'S WORK no later than thirty (30) days from approval by the Board of County Commissioners and shall have completed LANDLORD'S WORK within ninety (90) days of said commencement.

The Lease Agreement shall be effective between the parties on the date the last party executes and delivers the Lease Agreement to the other party. Subject to all of the terms and provisions of this Lease Agreement, including without limitation ARTICLE XXVI, in the event all of the conditions set forth herein have not been satisfied to the reasonable satisfaction of TENANT within a period of ninety (90) days following the execution of the Lease Agreement by TENANT and LANDLORD, then, in

such event, TENANT shall have the option to declare the Lease Agreement void and of no further effect and TENANT shall be relieved of any obligations under the Lease Agreement upon delivery of notice of such election.

ARTICLE XXIII
CONSTRUCTION

A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement and the approved plans and specifications, the approved plans and specifications shall be paramount and controlling.

B. ACCEPTANCE OF LANDLORD'S WORK: LANDLORD acknowledges that TENANT's entry in the Demised Premises and commencement of rent shall be deemed an acceptance of LANDLORD'S WORK by TENANT, provided, however, that LANDLORD shall remain liable for:

1. LANDLORD's construction and repair obligations;
2. Latent defects;
3. "Punch-List" items;
4. Governmental requirements; and
5. Other representations of LANDLORD as set forth in this Lease Agreement.

ARTICLE XXIV
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXV
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of

the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXVI
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXVII
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be

deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXVIII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIX
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall not be subordinate to any other instruments affecting the Demised Premises, such as mortgages, subsequent purchase agreements or encumbrances, whether presently in existence or later created or filed.

ARTICLE XXX
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease

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

ARTICLE XXXI
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of

LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the Demised Premises.

ARTICLE XXXII
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXIII
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than sixty (60) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE XXXIV
RADON NOTIFICATION

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 testing may be obtained from your county public health unit.

ARTICLE XXXV
ENVIRONMENTAL QUALITY

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

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

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

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the Demised Premises as part of pest control services shall only be used in places of infestation as

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

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

ARTICLE XXXVI
HOLDOVER

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

ARTICLE XXXVII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXXVIII
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

CENTENNIAL INTERIORS,
a Florida Corporation

WITNESS

WITNESS

By:_____
John Fedele (LANDLORD)
Secretary

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

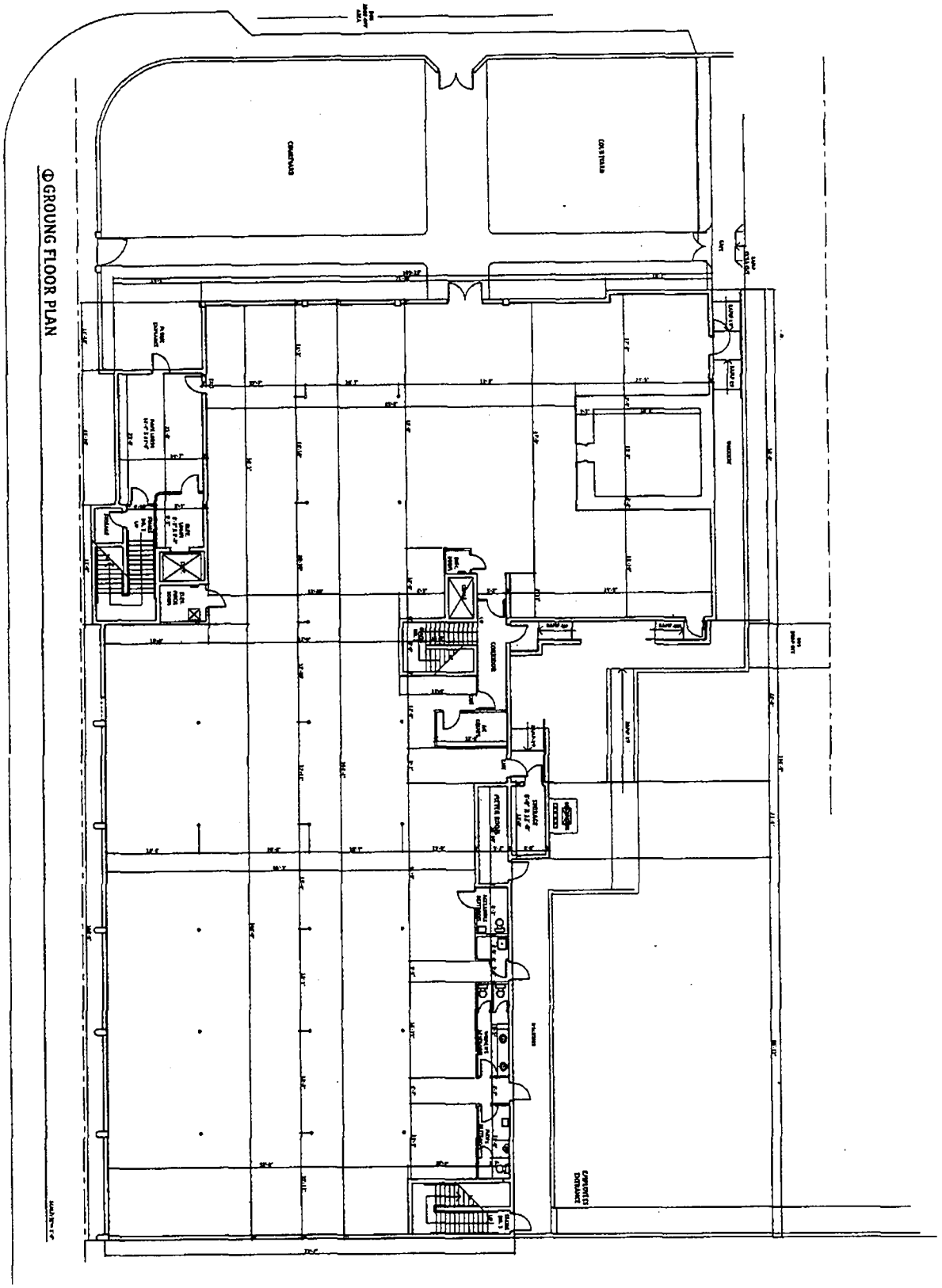
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:_____
Deputy Clerk

By: _____
Carlos Alvarez (TENANT)
Mayor

Approved by the County Attorney as
to form and legal sufficiency.____

NW 14TH AVENUE



① GROUNG FLOOR PLAN

NW 36TH STREET

AS BUILT DRAWING
GOLDEN SANDS PROPERTY
1400 NW 36TH STREET
MIAMI, FL 33142

REVISIONS	DATE

ecapa
ENSENAT COHEN ARCHITECT P.A.
AA 26001156
9431 SW 21 STREET
MIAMI, FLORIDA 33165-8164
TEL: 305.229.1436 FAX: 305. 229.5052

A.1

EXHIBIT "B"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

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

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

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

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

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

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

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

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

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

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

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