

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS OF THE LEASE AGREEMENT FROM VA MEDICAL CENTER FOR THE EXISTING RENTAL SPACE AND ADDING THE ADDITIONAL RENTAL SPACE IN THE HEALTH AND HUMAN SERVICES CENTER.**

**RECITALS**

**WHEREAS**, VA Medical Center will execute Lease Agreement for space in the Health and Human Services Center, attached here as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the lease for VA Medical Center is for a period of 5 years with the option to renew for 5 additional 1 year terms for a total of 10 years; and

**WHEREAS**, this lease agreement will include the space the VA Medical Center has been leasing plus the additional space that is being renovated for their lab area and specialty treatments with a total of 8,277 square feet; and

**WHEREAS**, in the lease agreement the rent per square foot will be increased by 3% each year; and

**WHEREAS**, the citizens of St. Johns County have benefited from this agency and the additional space will be able to accommodate their needs.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby accepts the terms of the Lease Agreement and authorizes the County Administrator to execute 2 original Lease Agreement. VA and the County need an original.

**Section 3.** The Clerk is instructed to file the original Lease Agreement in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 9th day of March 2004.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Karen R. Stern  
Karen R. Stern, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Alicia DeGrande  
Deputy Clerk

U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
(Short Form)

1. LEASE NUMBER  
V573R-46

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 8,277 rentable square feet of Medical/Clinic space located in St. Augustine, FL for occupancy not later than 3/01/04 for a term of Five (5) Years, with the option to renew for five additional one-year terms for a total of Ten (10) years. Rentable space must yield a minimum of 8,277 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.  
INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS 2/27/04

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is three or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 8:00 a.m. to 4:30 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall complete any necessary alterations within 30 days after receipt of approved layout drawings.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input checked="" type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING Frequency 2 X ANNUALLY	<input checked="" type="checkbox"/> PAINTING FREQUENCY EVERY 3 YEARS	<input checked="" type="checkbox"/> Pest Control
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> CARPET CLEANING Frequency 2xannually		
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.			

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

The estimated cost to prepare the space for occupancy by the Government and the offeror's proposed amortization rate for tenant alterations.

SEE ATTACHED FOR GENERAL REQUIREMENTS

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING SIGNIFICANTLY MORE IMPORTANT THAN PRICE  
APPROXIMATELY EQUAL TO PRICE SIGNIFICANTLY LESS IMPORTANT THAN PRICE (Listed in descending order, unless stated otherwise):

**PART II - OFFER (To be completed by Offeror/Owner)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) <b>VA COMMUNITY-BASED OUTPATIENT CLINIC 1955 U S HIGHWAY 1 SOUTH, SUITE 200 ST. AUGUSTINE, FL 32086</b>	6. LOCATION(S) IN BUILDING	
	b. FLOOR(S) <b>1</b>	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT. <b>8,277</b>	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> MEDICAL/CLINICAL

**B. TERM**

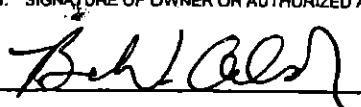
To have and to hold, for the term commencing on March 1, 2004 and continuing through February 28, 2014 inclusive. The Government may terminate this lease at any time on or after February 28, 2009, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

7. AMOUNT OF ANNUAL RENT <b>\$127,879.68</b>	9. MAKE CHECKS PAYABLE TO (Name and address) <b>St. Johns County Attn: Real Estate Division 4020 Lewis Speedway St. Augustine, FL 32084</b>
8. RATE PER MONTH <b>\$10,656.64</b>	

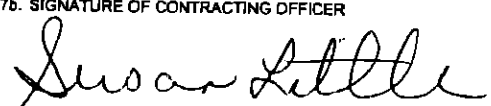
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  
**St. Johns County  
4020 Lewis Speedway  
St. Augustine, FL 32084**

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE <b>3/1/04</b>	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.  <small>(Date)</small>

**PART III - AWARD (To be completed by Government)**

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

**THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

17a. NAME OF CONTRACTING OFFICER (Type or Print) <b>SUSAN LITTLE</b>	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE <b>3/1/04</b>
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## GENERAL REQUIREMENTS

This is a full service lease, to include any and all requirements considered normal responsibility of a lessor. Requirements will include, but not be limited to-

1. General maintenance and upkeep of structure/property to include painting, repair of structural defect/damages when necessary, plumbing, electrical, air conditioning, etc.
2. Lawn/Parking Lot Maintenance: As needed, appropriate for season of year, to include mowing grass, trimming hedges, watering grass and plants, trim sidewalk, driveway and curb edges, remove weeds and grass from walkways and driveway, sweep walkways, driveway and parking area, rake leaves, and appropriately dispose of all clippings, trimmings, and leaves.
3. Pest Control - monthly extermination of household/building insects and pests and more frequently, if necessary.
4. Payment of all real estate taxes and all fire, hazard & liability insurance.
5. Payment of all utilities, including, electricity, water, sewer, and waste removal, including bio-hazard waste.
6. Janitorial services, to include all services and supplies required for operation of a medically-related facility. To include, but not be limited to, daily sweeping, mopping, vacuuming, dusting, trash removal, bathroom cleaning and re-supplying of paper towels, toilet tissue, hand soap, etc. Quarterly stripping and waxing of vinyl flooring. Semi-annual carpet cleaning, window-washing, cleaning and vacuuming air conditioning grills, etc.
7. The annual cost of the lease will increase by 3% each year, commencing March 1, 2005.

INITIALS:

Tol & Beus  
Lessor Government

**GENERAL CLAUSES  
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments.

5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or the full text may be found on the Internet as GSA Form 3517A (Full Text) at <http://www.gsa.gov/pbs/pe/standclia/standclia.htm>

6. The following clauses are incorporated by reference:

- |                 |  |
|-----------------|--|
| GSAR 552-203-5  | COVENANT AGAINST CONTINGENT FEES (FEB 1990)  |
| FAR 52.209-6    | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)<br>(Applicable to leases over \$25,000.) |
| FAR 52.222-26   | EQUAL OPPORTUNITY (FEB 1999)<br>(Applicable to leases over \$10,000.)  |
| FAR 52.222-21   | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  |
| FAR 52.222-35   | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)<br>(Applicable to leases over \$10,000.)   |
| FAR 52.222-36   | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)<br>(Applicable to leases over \$2,500.)  |
| FAR 52.222-37   | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)<br>(Applicable to leases over \$10,000.)  |
| FAR 52.232-23   | ASSIGNMENT OF CLAIMS (JAN 1986)  |
| GSAR 552.232-75 | PROMPT PAYMENT (SEP 1999)  |

INITIALS:

LESSOR

GOVERNMENT

GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)  
FAR 52.233-1 DISPUTES (DEC 1998)  
GSAR 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

7. INDEMNIFICATION: Any liability of the Government for it's use of the property shall be pursuant to the provisions of the Federal Tort Claim Act 28 U.S.C. Section 1346(b), 2671-80, and implementing statutes and regulations. The Government shall not be liable for the act or omissions of employees, agents, officers, guests, invitees, or licensees of lessor. Lessor agrees to maintain coverage as provided in the Florida Association of Counties Trust, "Public Agency Multi-Class Liability Agreement", coverage part number FAC2206ML, and incorporated by reference.
8. Lessor is responsible for all property taxes and insurance.

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

  
LESSOR

&

  
GOVERNMENT

**REPRESENTATIONS AND CERTIFICATIONS (Short Form)**  
(Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)

Solicitation Number  
V573R-46

Dated

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (SEP 1999)

- (a) It  is,  is not a small business. "Small" means a concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation, and has average annual gross revenues of \$15 million or less for the preceding three fiscal years. The standard industrial classification (SIC) code for this acquisition is 6515.
- (b) It  is,  is not a small disadvantaged business. (See 48 CFR 52.219-1 for definition.)
- (c) It  is,  is not a women-owned small business (other than a small business). (See 48 CFR 52.204-5 for definition.)

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

(Applicable to leases which exceed \$10,000.)

The Offeror represents that --

- (a) It  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases which exceed \$10,000.)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that --

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applicable to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, --
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS:

  
LESSOR

  
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GOVERNMENT

5. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- \* TIN: 59-6000825
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

(d) Type of organization.

- \* Sole proprietorship;
- \* Partnership; Not a corporate entity;
- \* Corporate entity (not tax-exempt);
- \* Corporate entity (tax-exempt);
- \*  Government entity (Federal, State, or local);
- \* Foreign government;
- \* International organization per 26 CFR 1.6049-4;
- \* Other \_\_\_\_\_

(e) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name St. Johns County  
 TIN 59-6000825

6. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
Ben W. Adams County Administrator	St. Johns County Ben W. Adams, Administrator 4020 Lewis Speedway St. Augustine, Florida  Signature <u>[Signature]</u>	904-823-2509  Date <u>12 Mar 04</u>

INITIALS: [Signature] & [Signature]  
 LESSOR                      GOVERNMENT