A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE SUPPLEMENTAL LEASE AGREEMENT FROM VA COMMUNITY-BASED OUTPATIENT CLINIC ADDING THE ADDITIONAL RENTAL SPACE IN THE HEALTH AND HUMAN SERVICES CENTER.

RECITALS

WHEREAS, VA Community-Based Outpatient Clinic has a Lease Agreement for space in the Health and Human Services Center good through February 28, 2014 attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, VA Community-Based Outpatient Clinic has requested additional space in the Supplemental Lease Agreement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, the expansion of their clinic which will consist of an additional 1,713 square feet at \$16.96 per square feet for an annual lease amount of \$169,430.40; and

WHEREAS, the citizens of St. Johns County have benefited from this agency and the additional space will be able to accommodate their needs. All other terms and provisions of the Lease Agreement will remain in full force.

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 Supplemental Lease Agreement and authorizes the County Administrator to execute 2 original Supplemental Lease Agreements. All other terms and provisions of the Lease Agreement will remain in full force.

Section 3. The Clerk is instructed to file the original Supplemental 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 ______ day of _______, 2008.

BOARD OF COUNTY COMMISSIONERS OF STATIONS COUNTY, FLORIDA

By:

Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk By: Jam Halterman

Deputy Clerk

RENDITION DATE 1/25/08

EXHIBI	LT ''A'' TO	RESOLUTION		
ХТИ - C	FFER (To be	completed by Offeror/	<u> </u>	
A. LOCATION AND DESCRIPT	ON OF PREM	ISES OFFERED FOR	UWA.	
5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)		LOCA OFFERED FOR L		
VA COMMUNITY-BASED OUTPATIENT C	CLINIC	a- FLOOR(S)	B. LOCATION	(S) IN BUILDING
1955 U.S. HIGHWAY 1 SOUTH, SUITE 20	0	1		b. ROOM NUMBER(S)
ST. AUGUSTINE, FL 32086	•			
		c. RENTABLE SQ. FT.	l mar	
			d. TYPE	
	•	8,277		RAL OFFICE OTHER (Specify)
	B. T	ERM	I WAR	EHOUSE X MEDICAL/CLINICAL
To have and to hold, for the term commencing on	Marc	ch 1, 2004		
through February 28, 2014				and continuing
-4		_ inclusive. The Gover	nment may te	rminate this lease at any time on or
, by gi	ving at least_	60.	**	
accrue after the effective date of termination. Said notice sh	all be compute	d commencing with the	day after the d	late of mark-
	C. REI	NTAL		ate of mailing,
Rent shall be payable in arrears and will be due on the first				
Rent shall be payable in arrears and will be due on the first 15th day of the month, the initial rental payment shall be due period of less than a month shall be prorated.	workday of ear on the first wor	ch month. When the da kday of the second mor	ate for comme	ncement of the lease falls after the
7 ANOUNT OF MANUAL TOTAL			and the same of th	o commencement date. Rent for a
1 9, MAKE CHE	CKS PAYA	BLE TO (Name a	nd address	- · · · · · · · · · · · · · · · · · · ·
\$127,879.68 St. Johns Co	ounty	- (* · · · · · · · ·	~ ~	5)
Attn: Real E	state Divis	ion		•
\$10,656.64 4020 Lewis \$	Speedway			
1 St Augustin				
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the necessary.)	Government and t	he owner is a partnership or in	inf venture flet eff	0
St. Johns County			was du	General Pariners, using a separale sheet, if
4020 Lewis Speedway	•			
St. Augustine, FL 32084				
10b. TELEPHONE NUMBER OF OWNER 11. TYPE OF INTEREST IN I	PROPERTY OF PE	RSON SIGNING		
12. NAME OF OWNER OR AUTHORIZED AGENT		THORIZED AGENT		OTHER (Specify)
TO THE PAGENT	13.	TITLE OF PERSON SIGNING	;	(-1-1-1)
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE			
A 11200	211	16	5. OFFER REMAI	NS OPEN UNTIL 4:30 P.M.
for (les)	9/1/	04 .		
PART III - AWARI	(To be comp	eleted by Government)		(Date)
b) Representations and Certifications, (c) the Government's Gene	eral Clauses, a	and (d) the following cha	ing document	s: (a) this GSA Form 3626,
			0	and the of agreed to by you;
			•	•
	4	to the second of the second of	•	to the second se
IS DOCUMENT IS NOT RINDING ON THE COMPANY	<u>.</u>			
HIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF JTHORIZED CONTRACTING OFFICER.	THE UNITED	STATES OF AMERICA	UNLESS SIG	NED BELOW BY
NAME OF CONTRACTING OFFICER TO		F CONTRACTING OFFICER		
l i	()	CONTRACTING OFFICER	^ 0	17c. DATE
SUSAN LITTLE	XL1	and It	H),	13/./
NEDAL GERMANA	/ J - CO	- nucl		1 11104

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

LEASE NUMBER

	ADTI COLUMN			V573R-46
	AKI I - SOLICITATION/DE	SCRIPTION OF REQUIREMEN	ITS (To be completed by Gov	ernment)
		A. REQUIREMENTS		
The Government of	the United States of Ame	erica is seeking to lease a	nnine in a t	
- Indianolinio	Snac	a located in P Le AUDII	STINA PT	rentable square feet
for a term of Five (5) Years, with the option	1 to renew for five additio	tor occupancy not i	ater than3/01/04
Rentable space mus	t yield a minimum of	8 277	nal one-year terms for a t	otal of Ten (10) years
use by Tenant for ne	rsonnel, furnishing, and DUE ON OR BEFORE C	square re	et of Ansi/Boma Office A	rea (previously Usable) for
		NDARD CONDITIONS AND RI	2/27/04	<u> </u>
The fellerides at a 1		AND RIVER CONDITIONS AND RI	QUIREMENTS	
called the GOVERNMENT	nditions and requirements sh F):	all apply to any premises offere	d for lease to the UNITED STA	ATES OF AMERICA (hereinafter
restoration or rehabilitation	n a quality building of soun n for the intended use	d and substantial construction	, either a new, modern build	no or one that her contain
standard thereto, must be provided for each floor of grade, additional egress at The Building and the leat Accessibility Guidelines (3 1984, reissued as FED. Standard Appendix A, 54 FR 12628, The leased space shall be insulation outside the space in the space of th	protected by an automatic sprotected by a sp	mazaroous areas" in National mazaroous areas" in National prinkler system or an equivalent assor stairs will be counted as any apply. Bible to workers with disabiliting the Uniform Federal Access, and amended by Federal Printer and Amended by Fede	Fire Protection Association S level of safety. A minimum of one stainway. If offered space as in accordance with the Arbillity Standards (Federal Registre of Standards) as the space of the same stainway. If offered space of the space of the same stainway is spaced on the space of the same stainway in the space of the same stainway is spaced on the same stainway in the space of the same stainway is spaced on the same stainway is sp	except Saturday, Sunday, and ctrical services, tollets, lights,
"	2. SERVICE	S AND UTILITIES (To be provided by Les	SOT as part of rent)	
" HEAT " ELECTRICITY " POWER (Special Equip.) " WATER (Hol & Cold) SNOW REMOVAL	X TRASH REMOVAL X" CHILLED DRINKING WATER X" AIR CONDITIONING X" TOILET SUPPLIES X JANITORIAL SERV. & SUPP.	" ELEVATOR SERVICE	X" INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS X" PAINTING FREQUENCY EVERY 3 YEARS	X" OTHER (Specify below) Pest Control
OTHER REQUIREMENTS fferors 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

- BASIS OF AWARD
 - THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSVBOMA 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):

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-

- 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 leases, and appropriately dispose of all clippings, trimmings, and leaves.
- 3. Pest Control monthly extermination of household/building inspects 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 resupplying of paper towels, toilet tissue, hand soap, etc. Quarterly stripping and waxing of vinyl flooring. Semi-annual conditioning grills, etc.
- 7. The annual cost of the lease will increase by 3% each year, commencing March 1, 2005.

INITIALS:

Lessor

Government

GENERAL CLAUSES (Simplified Leases)

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

- 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
- 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.
- The Lessor shall maintain the demised premises, including the 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.
- 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.
- 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 http://www.gsa.gov/pbs/pe/standcla/standcla.htm

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) (Applicable to leases over \$25,000.)
FAR 52,222-26	EQUAL OPPORTUNITY (FEB 1999) (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) (Applicable to leases over \$10,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$2,500.)
FAR 52.222-37	EMPLOYMENT REPORTS ON DICARLED LETTER
	OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)

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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 omissions of employees, agents, officers, guests, invitees, or licensees of lessor. Lessor agrees Multi-Class Liability Agreement", coverage part number FAC2206ML, and incorporated by

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

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	\	
Leases Op 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)
 - It [] is, [X] 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.
 - It [] is, ⋈ is not a small disadvantaged business. (See 48 CFR 52.219-1 for definition.) (b)
 - It [] is, [X] is not a women-owned small business (other than a small business). (See 48 CFR 52.204-5 for definition.) (c)
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

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

The Offeror represents that -

- It [X] 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; (a)
- It [X] has, [] has not filed all required compliance reports; and (b)
- 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.) (c)
- 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 --

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

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

- 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. (a)
- 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 resulting from this solicitation.

 If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal 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 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. (2)
- 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. (c)

INITIALS: LESSOR **VERNMENT**

5.	52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997	7)
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Definitions. (a)

"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

"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.

- 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 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. (b) (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
- Taxpayer Identification Number (TIN). (d)

59-6000825 TIN has been applied for.

TIN is not required because:

Offeror is a nonresident allen, 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);
Interpreting a secondaria entity (Secondaria);

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:

NameST Johns C 6000821

OFFEROR'S DUNS NUMBER (APR 1996)

•	•
Enter number, if known:	
,	

OFFEROR OR AUTHORIZED REPRESENTATIVE

County Admistrator

Ben W. Adams

Name and Address (Including ZIP Code)

Telephone Number

St. Johns County,

Ben W. Adams, Administrator

4020 Lewis Speedway

904-823-2509

Signature

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ADDENDUM 1 MONTHLY RENTAL RATE SCHEDULE EFFECTIVE MARCH 1, 2004

TERM	AMOUNT PER SQ. FT.	MONTHLY RENTAL
03/01/04-02/28/05	\$15.45	\$10,656.64
03/01/05-02/28/06	\$15.91	\$10,976.34
03/01/06-02/28/07	\$16.39	\$11,302.93 - 11,305.63
03/01/07-02/28/08	\$16.88	\$11,642.98 -11644.80
03/01/08-02/28/09	\$17.39	\$11,992.27
03/01/09-02/28/10	\$17.91	\$12,353.42
03/01/10-02/28/11	\$18.45	\$12,724.03
03/01/11-02/28/12	\$19.00	\$13,105.25
03/01/12-02/28/13	\$19.57	\$13,498.41
03/01/13-02/28/14	\$20.16	\$13,903.36

EXHIBIT "B" TO RESOLUTION

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL ASSESSMENT		
PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 01/01/08	
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. V573R-46		
ADDRESS OF PREMISES			
1955 US HIGHWAY 1 SOUTH, ST. AUGUS	STINE, FL 32084		
THIS AGREEMENT, made and entered into	this date by and between		
ST. JOHNS COUNTY, whos	se address is		
4020 LEWIS SPEEDWAY			
ST. AUGUSTINE, FL 32084	1		
, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:			
WHEREAS, the parties hereto desire to amend	the above Lease.		
NOW THEREFORE, these parties for the considerable that the said Lease is amended effective 01/01	derations hereinafter mentiono /08 , as follows:	ed covenant and agree	
ADDITION OF 1,713 SQ. FEET OF SPACE FOI @ \$16.96 PER SQUARE FEET, FOR AN ANNU	R A TOTAL OF 9,990 SQ. FT IAL LEASE AMOUNT OF \$16	69,430.40.	
NEW MONTHLY LEASE AMOUNT - \$14,119.20 All other terms and conditions of the lease shall a	0 remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR			
Ву			
(Signature)	(Title)		
IN PRESENCE OF			
(Signature)	(Address)		
UNITED STATES OF AMERICA	(1.12.000)		
Susan Hittle	CONTRACTING OFFICE	_	
By SUSAN O. LITTLE		n	
(Signature)	(Official Tit	le)	