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 is requesting an additional 1,236 square feet in the Health and Human Services Center in the Supplemental Lease Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof,

WHEREAS, the expansion of the clinic will consist of an additional 1,236 square feet at \$17.99 per square feet annual lease amount for the additional space of \$48,141.24 beginning April 1, 2009; and

WHEREAS, the VA Lease Agreement for space in the Health and Human Services Center is good through February 28, 2014. The original VA Lease Agreement was approved in Resolution 2000-186 for 5,234 square feet, Resolution 2004-46 added an additional 3,043 square feet, Resolution 2008-22 added 1,713 square feet and Resolution 2008-317 added 1,440 square feet; including the additional 1, 236 square feet in this lease the VA lease will have a total of 12,666 square feet they occupy in the Health and Human Services Center; 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 or designee to execute two original Supplemental Lease Agreements. All other terms and provisions of the Lease Agreement will remain in full force.
- Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. The Clerk is instructed to record 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 _______, 2009.

ATTEST: Cheryl-Strickland, Clerk

Deputy Clerk

y: Und Stevenson Chair

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

RENDITION DATE 3/19/09

EXHIBIT "A" TO RESOLUTION

GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT	1
PUBLIC BUILDINGS SERVICE	NO.	DATE 04/01/2009
	TO LEASE NO.	0 1/0 1/2009
SUPPLEMENTAL LEASE AGREEMENT	VA248-R-0606	_
ADDRESS OF PREMISES		
1955 US HIGHWAY 1 SOUTH, ST. AUGUS	TINE, FL 32084	
THIS AGREEMENT, made and entered into		
ST. JOHNS COUNTY, whose	address is	
500 SAN SEBASTIAN VIEW	3 4441033 13	
ST. AUGUSTINE, FL 32084		
, nereinafter called the Governmer	nafter called the Lessor, and it:	the UNITED STATES
WHEREAS, the parties hereto desire to amend t	he above L ease.	
NOW THEREFORE, these parties for the consid that the said Lease is amended effective 04/01/	erations hereinafter mentione <u>09</u> , as follows:	d covenant and agree
ADDITION OF 1,236 SQ. FEET OF SPACE, UNI @ \$17.99 PER SQUARE FEET, FOR AN ANNUA	IT 400, FOR A TOTAL OF 2,6 AL LEASE AMOUNT OF \$48,	376 SQ. FT. 141.24.
NEW MONTHLY LEASE AMOUNT - \$4,011.77		
All other terms and conditions of the lease shall re	emain in force and effect.	
IN WITNESS WHEREOF, the parties subscribed	their names as of the above	date.
LESSOR		
Ву		
(Signature)	/T:U_\	
, ,	(Title)	
IN PRESENCE OF		
(Signature)	(Address)	
UNITED STATES OF AMERICA	(Address)	
By SUSAN O. LITTLE	CONTRACTING OFFICER	₹
By <u>SUSAN O. LITTLE</u> (Signature)	(O##: 1 T**	
Automated CCA FORM 270	(Official Title	9)

Automated GSA FORM 276

	TII - OFFER (To)	be completed by Offer	or/Own
5. NAME AND ADDRESS OF THE	MITON AND DESCRIPTION OF AND	EMISES OFFERED FO	RI FASE BY COVERNMENT
5. NAME AND ADDRESS OF BUILDING	(Include ZIP Code)		
VA COMMUNITY-BASE	D OUTPATIENT CLINIC	FLOOR(S)	6. LOCATION(S) IN BUILDING
1955 US HIGHWAY 1 S	SOUTH SUITE 200	1	b. ROOM NUMBER(S)
ST. AUGUSTINE, FL 32	:086		
	•	c. RENTABLE SQ. FT.	
		8,277	GENERAL OFFICE OTHER (Specif)
	В.	TERM	WAREHOUSE X MEDICAL/CLINICAL
To have and to hold, for the term	commencing on Ma	rah 1 2004	
through February 28,	0044	rch 1, 2004	and continuin
		inclusive. The Go	vernment may terminate this taken
1 44/ 451 7 20. 2009	, by Diving at lease	et on .	-
accrue after the effective date of ten	mination. Said notice shall be compa	Ited commencing with a	to the Lessor. No rental shall
		on monding with	ne day after the date of mailing.
Rent shall be navable in access		RENTAL	
15th day of the month, the initial rent	I will be due on the first workday of	each month. When the	date for commencement of the lease falls after the
	prorated.	vorkday of the second n	date for commencement of the lease falls after the north following the commencement date. Rent for a
7. AMOUNT OF ANNUAL RENT			
<u>\$127,879.68</u>	9. MAKE CHECKS PAY St. Johns County	ADLE 10 (Name	and address)
8. RATE PER MONTH	Attn: Real Estate Div	2_1	
\$10,656.64	4020 Louis Speed	rision	. · · -
•	4020 Lewis Speedwa	У	
10a. NAME AND ADDRESS OF OWNER (Inches	St. Augustine, FL 320	084	
necassary.)	2003. Il Toquested by the Government ar	nd the owner is a partnership o	r joint venture, list all General Partners. using a separate sheet, if
St. Johns County			
4020 Lewis Speedway	•		
St. Augustine, FL 32084	4	*	
10b. TELEPHONE NUMBER OF OWNER			•
WANTED OF CAMER	11. TYPE OF INTEREST IN PROPERTY OF	PERSON SIGNING	
2. NAME OF OWNER OR AUTHORIZED AGENT		AUTHORIZED AGENT	OTHER (Specify)
	j '	13. TITLE OF PERSON SIGN	NG
4. SIGNATURE OF OWNER OR AUTHORIZED A	GENT 15. DATE		
-R11000	21	1 /	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.
for wes		104 .	•
	PART III - AWARD (To be con	mpleted by Governme	(Date)
our offer is hereby accepted. This			
The presentations and Certifications, (c) the Government's General Clauses	and (d) the following o	owing documents: (a) this GSA Form 3626, hanges or additions made or agreed to by you:
		•	made of agreed to by you;
			The state of the s
10.000			
IS DOCUMENT IS NOT BINDING ON THORIZED CONTRACTING OFFICER	THE GOVERNMENT OF THE UNITE	D STATES OF AMERI	CA IINI ESS SIGNED DEL ONI
NAME OF CONTRACTING OFFICER (Type or Prin			
2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	176. SIGNATURE	OF CONTRACTING OFFICE	17c. DATE
CHOANI I ITTI E	1	. 1_1	$\Delta A = 1$
SUSAN LITTLE	XIL	san Lil	KLL 9/1/p/1
NERAL SERVICES ADMINISTRATION 2 of 2			1104
- W -			GSA Form 3626 (Rev. 9-01)

GSA Form 3626 (Rev. 9-01) Prescribed by APD 2800,12A

U.S. GOVERNMEN. LEASE FOR REAL PROPERTY

1. LEASE NUMBER

	(Short	Form)]	V573R-46
	PART I - SOLICITATION/DES	CRIPTION OF REQUIREMEN	ITS (To be completed by	V0/3IX-40
		A. REQUIREMENTS		
The Government of	the United States of Ame	rica le secking to lesse		
	Knare	10000tod in 9 C . AUUU:	51 I I I P	•
for a term of Five	THE OPTION	LIV TUILEW TOF TIVE SAMBLA	nai one-wear terms to	not later than <u>3/01/04</u> r a total of <u>Ten (10) years</u>
Rentable space mu	st yield a minimum of	8,277 square fe	et of ANSI/ROMA off	r a total of <u>Ten (10) years</u> ce Area (previously Usable) fol
use by Tenant for po INITIAL OFFERS AR	ersonnel, furnishing, and e E DUE ON OR BEFORE CI	equipment.		ce Area (previously Usable) for
	***	NDARD CONDITIONS AND RE	2/27/04 EQUIREMENTS	·
The following standard called the GOVERNMEN				STATES OF AMERICA (hereinafter
restoration or rehabilitation	in a quality building of sound on for the intended use.	and substantial construction	, either a new, modern t	Duilding or one that has undercone
standard thereto, must be provided for each floor of grade, additional egress:	per protected by an automatic spirit Government occupancy. Scised of Government occupancy. Scised of the starm requirements may be seen the starm requirements may be seen the starm requirements and the starm requirements and the starm requirements.	"hazardous areas" in National rinkier system or an equivalent isor stairs will be counted as o	Fire Protection Association level of safety. A minimum one stainway. If offered sp	aintain and operate the building in rade space to be occupied by the on Standard 101, or any successor n of two separate stairways shall be pace is three or more stories above
Accessibility Guidelines (ased space shall be accessi	ble to workers with disabilitied the Uniform Federal Accessi	es in accordance with th	e Americans With Disabilities Act Register vol. 49, No. 153, August 7, lations CFR 41, Subpart 101-19.6,
ine leased space shall be insulation outside the space implemented. The space Services, utilities, and many many many many many many many many	e free of all asbestos containing ace, in which case an asbestos shall be free of other hazardous	g materials, except undamaged management program confor materials according to applica	d asbestos flooring in the ming to Environmental Pr ble Federal, State, and lo	EDOOD OF Undamped 1. II
	any necessary alterations with		celpt of approved layout d	
*	2. SERVICES	AND UTILITIES (To be provided by Less		
X" HEAT	X TRASH REMOVAL			
K" ELECTRICITY K" POWER (Special Equip.)	X" CHILLED DRINKING WATER X" AIR CONDITIONING	ELEVATOR SERVICE X" WINDOW WASHING	X" INITIAL & REPLACEMEN LAMPS, TUBES & BALLA	STS (Specify below)
WATER (Hol & Cold) SNOW REMOVAL	X" TOILET SUPPLIES X JANITORIAL SERV. & SUPP.	Frequency 2 X ANNUALLY X** CARPET CLEANING Frequency 2xennually	X" PAINTING FREQUENCY EVERY 3 YEARS	Pest Control
OTHER REQUIREMENTS				
he estimated each to	e the following with their offers:			
no estimated cost to prepi	are the space for occupancy by	the Government and the offerd	or's proposed amortization	rate for tenant alterations
SEE ATTACHED	FOR GENERAL REC			To the latter and a subject to
	ON OFINEIVAL KEC	ROIREMENIS		
OTE: All offers are sub eneral Clauses and Renr	ect to the terms and conditions and Certification	ons outlined above, and else	where in this solicitation	n, including the Government's
BASIS OF AWARD	and Cerunication	5.		and and the contraction of the contraction o
" THE ACCEPTABLE OFF	ER WITH THE LOWEST PRICE PER SQI EA WHERE A TENANT NORMALLY HOI	JARE FOOT, ACCORDING TO THE ANS	SVBOMA Z85.1-1996 DEFINITION	FOR ROMA USARI E OFFICE ACT
OFFER MOST ADVANTA	EA WHERE A TENANT NORMALLY HOI GEOUS TO THE GOVERNMENT, WITH ALTO PRICE "SIGNIFICANTLY LESS	THE FOLLOWING	E, ON WHICH A MEASUREMEN	NI IS TO BE COMPUTED."

GENERAL SERVICES ADMINISTRATION Page 1 of 2

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.
- 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. Cuarterly stripping and waxing of vinyl flooring. Semi-annual conditioning grills, etc.
- The annual cost of the lease will increase by 3% each year, commencing March 1, 2005.

INITIALS:

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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 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 Internet as GSA Form http://www.gsa.gov/pbs/pe/standcla/standcla.htm 3517A (Full

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 DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) (Applicable to leases over \$10,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)

PROMPT PAYMENT (SEP 1999)

GSAR 552.232-75

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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

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

BULL

GSA FORM 3517A PAGE 2 (REV 9/99)

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ceases op to \$ 100,000 Annual Rent)	Solicitation Number V573R-46	Dated
Complete appropriate boxes, sign the form, and attach to assure		

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.

- 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. (b)
 - It [] is, ☑ is not a small disadvantaged business. (See 48 CFR 52.219-1 for definition.)
 - 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 M 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)
- 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. (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, ~
 - 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 (1)
 - an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

 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 submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and 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. (2)
 - (3)
- 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 falls to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty (c)

INITIALS: LESSOR VERNMENT

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5. 52.204-3 - TAYDAVE				
(a) Definitions.	ER IDENTIFICATION (JU	N 1997)		
"Common par group of com member.	rent," as used in this sol corations that files its Fe	icitation provision, mean deral income tax returns	es that corporate entity that owr s on a consolidated basis, and	ns or controls an affiliated
be used by the	ការការខណី Number (TIN) e offeror in reporting inco	" as used in this solicitation and other returns	tion provision, means the numb	OBF required by the USE 4-
collection requirements of information ma	ust submit the information wirements of 31 U.S.C. Inplementing regulations described in Federal Acq by result in a 31 percent r	on required in paragraph 7701(c) and 3325(d), n issued by the IRS. If th uisition Regulation (FAR eduction of payments at	hs (d) through (f) of this provi eporting requirements of 26 U e resulting contract is subject) 4.904, the failure or refusal by	sion to comply with debt I.S.C. 6041, 6041A, and to the payment reporting
requirements of accuracy of the	m the Government (31) described in FAR 4.904 offeror's TIN.		t on any delinquent amounts at a resulting contract is subject t under may be matched with if	
(u) raxpayer ident	ification Number (TIN).		•	and tomy als
TIN has TIN is no Offeror i connecte business	an account of in-	W. W. O. W. CO. O'TSTARS	eign partnership that does not United States and does not ha	have income effectively an office or place of
(d) Type of organize		tality of the Federal gove	mment;	
Corporate Coporate Governme	prietorship; nip; Not a corporate entity e entity (not tax-exempt); e entity (tax-exempt); ent entity (Federal, State overnment; nal organization per 26 C	, or (ocal)		
(e) Common Parent.				
Offeror is Name and Name 1 TIN 5 9 6. OFFEROR'S DUNS NUM	- Johns Cour	-	efined in paragraph (a) of this p	rovision.
Enter number, if known:				•
OFFEROR OR AUTHORIZED REPRESENTATIVE	4∪∠∪ Lewis Sp	nty Administrator eedway:	Telephone Number 904-823-2509	
County Admistrator	St. Augustine	Florida	/ . / . /	
+	Signature	evec	Date Date	ar04

INITIALS: LESSOR & BUW GOVERNMENT

