

RESOLUTION NO. 2013- 139

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE AN AMENDMENT TO THE EXISTING LEASE BETWEEN THE COUNTY AND THE VETERANS SERVICES OFFICE TO INCLUDE ADDITIONAL SPACE AT THE HEALTH AND HUMAN SERVICES CENTER AND REVISE THE EXPIRATION DATE; TO AMEND THE FISCAL YEAR 2013 BUDGET TO RECEIVE UNANTICIPATED REVENUE; AND TO AUTHORIZE ITS EXPENDITURE.

RECITALS

WHEREAS, County currently leases space to the Veterans Services Office (“VSO”) for operation of the Veteran Affairs Home Base Health Care Clinic, located at the St. Johns County Health and Human Services complex (a copy of said Lease is attached hereto as Exhibit A, and incorporated herein by this reference); and

WHEREAS, the VSO requests 1,165 square feet of additional space for use by its mental health provider; and

WHEREAS, the additional space requested requires renovation, which shall be completed by the County and funded by the VSO; and

WHEREAS, when preparing the budget for Fiscal Year 2013, the County did not anticipate the request for additional space by the VSO or receipt of the funds necessary to complete the renovations; and

WHEREAS, in order to facilitate the VA Clinic’s request, the existing Lease between the County and the VSO must be amended to reflect the additional leased space, the lease rate and a lease expiration date of March 31, 2015(the date the building will be vacated by the County); and

WHEREAS, the funds provided for renovation of the space must also be recognized as unanticipated revenue; and

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 approves amendment of the current Lease between the County and the VSO to reflect: (i) the lease of 1,165 square feet of additional space by the VSO; (ii) renovations to the space to be completed by the County and fully funded by the VSO; and (iii) a lease expiration date of March 3, 2015.

Section 3. The Board of County Commissioners hereby further approves, upon receipt from the VSO, recognition of \$32,274.75 as unanticipated revenue to fully fund the cost of renovating the additional leased space.

Section 4. The County Administrator, or designee, is hereby authorized to execute the Lease amendment on behalf of the County. The County Administrator, or designee, is further authorized to allocate the unanticipated revenue described above to the General Fund for use consistent with the provisions set forth in this Resolution.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 6. The Clerk is instructed to record the original Lease Amendment in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16 day of July, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: Ram Halterman
Deputy Clerk

RENDITION DATE 7/18/13

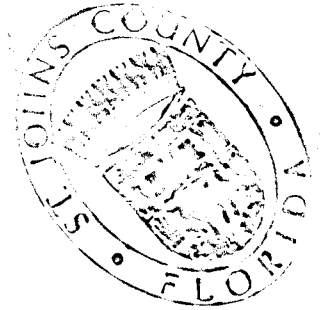


EXHIBIT "A" TO RESOLUTION

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO. P00007

TO LEASE NO. VA248-R-0606

PDN Number:

LEASE AMENDMENT

ADDRESS OF PREMISES ST. AUGUSTINE HOME BASE HEALTH CARE CLINIC
1955 US HIGHWAY 1, SOUTH

ST. AUGUSTINE FL 32086

THIS AMENDMENT is made and entered into between
ST JOHNS, COUNTY OF

1955 US1 SOUTH ST 100

SAINT AUGUSTINE FL 320860000

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

in order to incorporate an additional 1,165 NUSF of space, set out negotiated Operating Cost and Build-out cost associated with the expansion and change the ultimate lease expiration date.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 05-29-2013 as follows:

This Supplemental Lease Agreement is hereby issued to incorporate 1,165 additional square feet of space which changes the total NUSF associated with this lease to 3,841 X \$19.66 = \$75,514.06 per year.

The New Ultimate Expiration Lease Term date shall be March 31, 2015.

The term associated with this SLA is July 1, 2013 through October 31, 2013 (Anniversary Date)

An Annual Consumer Price Index increase has been calculated and incorporated into the monthly lease amount.

The Total amount of this SLA is \$58,113.51 (Monthly Lease Amount \$6459.69 X 4 months = \$25,838.76 plus \$32,274.75 for negotiated Build-out Costs)

The total amount of Operating Cost has been negotiated at \$69,717.05 per year.

The total amount negotiated for alterations of the expanded space is \$32,274.75

(\$26,565.00 - Medical Imaging + \$1500 Fees & Permits = \$28,065.00 + \$4209.75 - 15% Fee = \$32,274.75)

The Lump Sum amount of \$32,274.75 will be paid to Owner upon Government acceptance of renovated space.

In support of this expansion, FAR Clause 52.249-1, Waiver of Restoration Clause and Operating Cost Clause is incorporated into this Lease Agreement.

This Lease Amendment contains 7 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: _____

Name: RACHEL GRINER

Title: _____

Title: Lease Contracting Officer

Entity Name: _____

Department of Veterans Affairs

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

A.1 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) ALTERNATE I (APR 1984)

(a) The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(b) Upon receipt of the termination notice, if title to property is vested in the Contractor under this contract, it shall revert in the Government regardless of any other clause of the contract, except for property that the Contractor (a) disposed of by bona fide sale or (b) removed from the site.

(End of Clause)

A.2 WAIVER OF RESTORATION (AUG 2008)

The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

A.3 OPERATING COSTS

Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. **Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.**

The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995; and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.

If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this RLP.

The base for the operating cost adjustments will be established during negotiations based upon the Offeror's Final Cost Proposal, Line 27, of GSA Form 1217, Lessor's Annual Cost Statement.

General Decision Number: FL130039 04/05/2013 FL39

Superseded General Decision Number: FL20120039

State: Florida
Construction Type: Building
County: St Johns County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013
2	04/05/2013

ENGI0673-002 05/01/2012	Rates	Fringes
OPERATOR: Concrete Pump, Truck Mounted		
Trailer Type.....	\$ 19.52	9.05
With Boom.....	\$ 22.70	9.05
OPERATOR: Crane		
Gantry Crane & Bridge Crane..	\$ 22.70	9.05
Tower Crane; Locomotive Crane; Crawler Crane;		
Truck Crane; & Hydro Crane..	\$ 23.50	9.05
OPERATOR: Mechanic.....	\$ 23.50	9.05
OPERATOR: Oiler.....	\$ 19.52	9.05
OPERATOR: Boom Truck		
Boom Truck.....	\$ 23.50	9.05

IRON0597-003 04/01/2012	Rates	Fringes
IRONWORKER, ORNAMENTAL AND REINFORCING.....	\$ 21.76	8.00

PAIN0164-001 09/01/2011	Rates	Fringes
PAINTER: Brush, Roller, Spray and Steel, Excludes Drywall Finishing/Taping.....	\$ 17.50	7.93

* PLUM0234-004 03/01/2013	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation).....	\$ 26.64	11.70
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.64	11.70

SHEE0435-007 07/01/2012	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct Installation).....	\$ 22.52	12.75

A: Holiday: 3% of the employee's regular rate of pay times the number of hours worked (excluding fringe benefit contributions), with the first effective holiday beginning Memorial Day, 2008.

BRICKLAYER.....	\$ 18.93	0.00
CABINET INSTALLER.....	\$ 10.00	1.46
CARPENTER, Includes Acoustical Ceiling Installation, and Form Work (Excludes Cabinet Installation, and Drywall Hanging).....	\$ 13.17	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.93	0.91
DRYWALL FINISHER/TAPER.....	\$ 14.63	0.00
DRYWALL HANGER.....	\$ 14.38	0.00
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 18.00	0.00
FENCE ERECTOR.....	\$ 13.19	0.00
GLAZIER.....	\$ 13.96	0.00
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 16.50	2.35
INSTALLER - DRAPERY BLINDS.....	\$ 12.07	0.00
INSULATOR - PIPE & PIPEWRAPPER....	\$ 13.13	3.03
IRONWORKER, STRUCTURAL.....	\$ 15.50	0.00
LABORER: Asphalt Raker.....	\$ 10.38	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.80	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick....	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.66	1.90
LABORER: Pipelayer.....	\$ 8.75	0.35
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.37	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.46	0.00
OPERATOR: Backhoe/Excavator.....	\$ 13.15	0.00
OPERATOR: Bulldozer.....	\$ 15.01	0.00
OPERATOR: Distributor.....	\$ 11.85	0.00
OPERATOR: Forklift.....	\$ 13.50	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 12.20	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.50	0.00
OPERATOR: Roller.....	\$ 10.79	0.00
OPERATOR: Screed.....	\$ 10.94	0.00
OPERATOR: Tractor.....	\$ 10.00	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 18.30	4.67
PLASTERER.....	\$ 16.50	0.00
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 15.25	0.25
ROOFER: Metal Roof.....	\$ 14.26	0.59
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 18.09	0.00

SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.00	1.34
TILE SETTER.....	\$ 15.57	1.74
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.25	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.04	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was

conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SHERIFF STATION

ST. JOHNS COUNTY VETERANS SERVICES
VA CLINIC LEASE # VA-248-R-0606

A-EAST
A-7
MENTAL HEALTH/
SOCIAL SERVICES/
CBC

B

B-6
B-EAST

HEALTH DEPARTMENT
100

HALLWAY

STORAGE

CONF. ROOM

C-EAST

SMA

BEHAVIORAL HEALTH SERVICES

ST. AUGUSTINE FAMILY MEDICAL CENTER

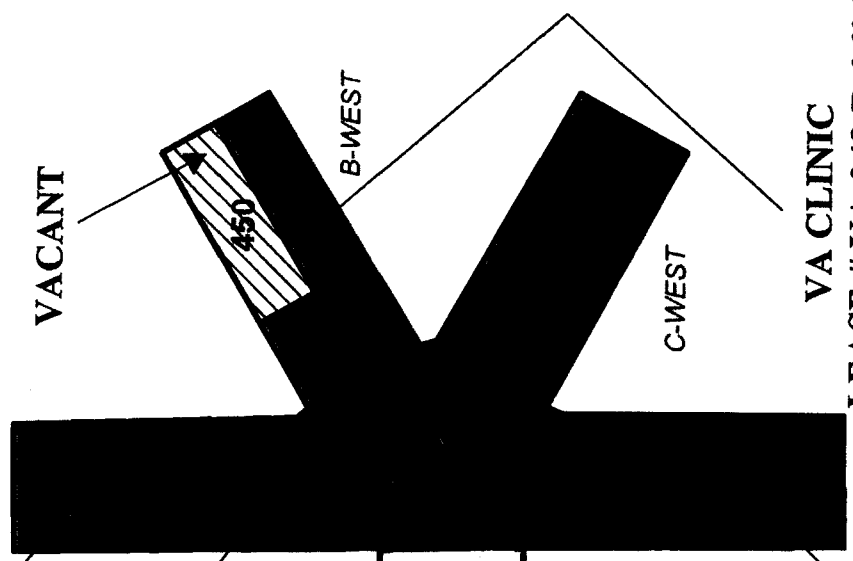
VA CLINIC LEASE # VA-573-R-32

ENTRANCE

CHILDREN & FAMILIES

D-9

D-EAST



VA CLINIC LEASE # VA-248-R-0606



NORTH