



REQUEST FOR BOARD ACTION

ITEM NO. 10.

DATE OF MEETING: November 7, 2011

REQUESTED BY: Rick Benton, County Manager

SHORT TITLE: Resolution Authorizing Lease Extension for the USDA Farm Service Agency Center Offices in Burgaw

BACKGROUND: The County leases office space (3,938 sq. ft.) at 320 Progress Drive for the Farm Service Agency offices. A two year lease extension has been provided by the USDA-FSA contracting officer. The lease payment for the two year extension is \$11 per square foot (\$3,609.83 monthly or \$43,318 annually), equal to the current lease payments. The lease will run from April 1, 2012 through March 31, 2014. A copy of the proposed lease extension is attached.

SPECIFIC ACTION REQUESTED: To consider a resolution approving a two year lease extension for the USDA-FSA offices.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby authorizes execution of a two year extension of the lease agreement for the USDA-FSA offices at 320 Progress Drive, Burgaw in the amount of \$11 per square foot. The lease shall run from April 1, 2012 through March 31, 2014.

The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman Date

ATTEST Date



United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

355 E. Street
10th Floor SW
Washington, DC
20024

October 7, 2011

Pender-New Hanover County
Rick Benton (County Manager)
805 S. Walker Street
Burgaw, NC 28425

Subject: GSA Form 276, Supplemental Lease Agreement for the Burgaw, (Pender-New Hanover County)
North Carolina FSA Service Center

Dear Mr. Benton:

Enclosed are three copies of the GSA Form 276 noting a two (2)-year lease extension at the USDA Farm Service Agency Service Center located at 320 Progress Drive (Pender-New Hanover County) North Carolina.

Please review the SLA, sign, and have your signature witnessed by a non-USDA employee who is at least 18-years or older. Please do not date the SLA as it will be dated upon execution by the Government. Also, enclosed is the AGAR 425.204-71 Personal Identity Verification (PIV) of Contractor Employees clause. Please initial in the space provided.

Please return all three (3) original copies of the SLA and the PIV clause no later than October 24, 2011 via overnight services such as FedEx, USPS Express Services, or UPS Overnight to:

USD/FSA/MSD
4300 Goodfellow Blvd,
Building 105, Attn: FC-54,
St. Louis, MO 63120.

The Government is in the process of preparing the paperwork for a long term lease at this location.

If you have any questions, please contact me at 314-457-5697 or via email at Ernestine.Johnson@stl.usda.gov.

Sincerely,


ERNESTINE JOHNSON
Contracting Officer

Enclosures

452.204-71 PERSONAL IDENTITY VERIFICATION OF
CONTRACTOR EMPLOYEES (Oct 2007)

- (a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.
- (b) Should the results of the PIV process require the exclusion of a contractor's employee; the contracting officer will notify the contractor in writing.
- (c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
- (d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
- (e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and or routine unaccompanied access to a Federally-controlled information system.
- (f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the CORACOTR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from 8a.m. Mondays to 4 p.m. Fridays at the North Carolina State Office. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and e

Initials: Lessor _____ & Gov't _____

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
No. 1

DATE

TO LEASE NO.
Pender COUNTY, North Carolina

ADDRESS OF PREMISES
320 Progress Drive
Burgaw, NC 28425

THIS AGREEMENT, made and entered into this date by and between: Pender County
Whose address is: 805 S. Walker Street
Burgaw, NC 28425

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective April 1, 2012 upon execution by the Government, as follows:

This Supplemental Lease Agreement (SLA) is issued to refelct the following:

1. Government hereby extends the lease for a 2-year term beginning April 1, 2012 through March 31, 2014.
2. Effective April 1, 2012 the Government will pay the Lessor annual rent of \$43,318.00 payable at a rate of \$3,609.83 per month (representing \$11.00 per square foot for 3,938 net usable square feet) in arrears.
3. The space at the above-noted premises must be in full compliance with the Architectural Barriers Act Accessibility Standards (ABASS)
4. The following attached document is incorporated into this agreement and made a part thereof:
AGAR 425.204-71 Personal Identity Verification of Contractor Employees (Oct 2007)

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 above date.

LESSOR : Pender County

BY

Signature

Title

Please Print Signature

IN THE PRESENCE OF (witnessed by:)

(Signature)

Please Print Signature

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer
MSD-FSA
(Official Title)