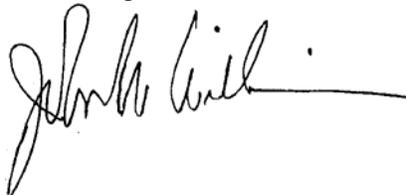


**For:** FSA State and County Offices

**Interim Procedures for Extending FSA Leases**

**Approved by:** Deputy Administrator, Management



**1 Overview**

**A Background**

FSA is currently operating under General Services Administration Delegated Leasing Authority for general purpose leasing [FMR102-72.30(b)].

**B Purpose**

This notice provides interim procedures for conducting FSA lease extension activities for State and County Offices until new permanent policies and procedures are established.

**Note:** Offices shall follow procedure in this notice and disregard information in Notice AS-2124, Exhibit 3, section 2 d for negotiating a lease extension.

**C Contacts**

If there are questions about this notice, contact 1 of the following Realty Officers according to this table.

<b>Name</b>	<b>Telephone Number</b>	<b>E-Mail Address</b>
Morrell Jordan	202-205-7832	morrell.jordan@wdc.usda.gov
Soraya Scaife	202-401-0346	soraya.scaife@wdc.usda.gov
Jeannie Simmons	816-926-1241	jeannie.simmons@kcc.usda.gov

<b>Disposal Date</b>	<b>Distribution</b>
October 1, 2008	All State Offices; States relay to County Offices

## Notice AS-2129

### 2 Interim Lease Extension Procedures

#### A Instructions for Lease Extension Activities

FSA will use interim procedures to affect lease extensions for continuing occupancies in which agencies plan to remain in the same leased space beyond the lease expiration date.

Lease extensions will be executed for a period of 1 year, but not more than 18 months, after the date of lease expiration or from the expiration of the most recent monthly extension. Interim lease extension procedures will be used for all leases expiring on or before September 30, 2008.

**Notes:** This notice covers all currently expired leases and leases expiring from the date of this notice through September 30, 2008. The decision to extend a lease beyond 1 year should be:

- determined by the Administrative Officer (AO) or SED
- based on whether it will take more than 1 year to obtain a new lease.

All leases expiring on or after October 1, 2008, will be processed with the forthcoming new permanent policies and procedures.

#### B Negotiating a Lease Extension

Follow instruction in this table to negotiate a lease extension.

Step	Action
1	Submit a request, by letter, for proposal to lessor requesting an offer to extend the lease for a period of 6 months or more, not to exceed 18 months.
2	Upon receipt of a written offer from lessor, prepare a Lease Action Summary (GSA Form 3628, Rev. 1-97) which includes the market survey information (Exhibit 1).
3	If lessor increases rent based upon an increase in operating cost, lessor will be required to complete a Lessor's Annual Cost Statement (GSA Form 1217) or provide copies of utility bills for the previous 2 years (Exhibit 2).
4	Prepare a Sole Source Authorization according to FAR 6.302-1 (Exhibit 3).
5	Prepare a Supplemental Lease Agreement (GSA Form 276) with the agreed upon terms and conditions for the extension signed by lessor (Exhibit 4).
6	Forward lease extension package to the MSD, Property and Facilities Management Branch (PFMB) according to subparagraph C

## Notice AS-2129

### 2 Interim Lease Extension Procedures (Continued)

#### C Required Documents for Lease Extension Package

All lease extension packages must contain the following forms:

- GSA Form 3628 (Rev. 1-97), Lease Action Summary
- Request for Sole Source Authorization
- GSA Form 276, Supplemental Lease Agreement
- GSA Form 1217, Lessor's Annual Cost Statement (for operating cost increases only)
- correspondence notating lease offer from the lessor (Exhibit 5)
- 452.204-71, Personal Identity Verification of Contractor Employees (Mar 2006).

Forms can be found on the FFAS Employee Forms Online Website at <http://165.221.16.90/dam/ffasforms/forms.html>. Choose the link for a program search and select "Administrative/Management Services".

**Note:** County Offices must also include a copy of the original CCC-2 (Exhibit 6) and CCC-2A (Exhibit 7) in the lease extension package.

State Office shall submit 3 originals of all lease documents by overnight mail to:

Attn: MJSJJD  
Farm Service Agency  
Management Services Division  
Property and Facilities Management Branch  
1250 Maryland Avenue, SW, Suite 520  
Washington, DC 20250.

The FSA Realty Officers will review and provide approval for all lease extensions. Upon approval, documents will be distributed as follows:

- 1 original will be maintained in MSD, PFMB
- 2 originals will be returned to the State Office
- 1 original of GSA Form 276 (with attachments) will be sent to the lessor/owner by the State Office
- a duplicate copy of all documents will be sent to the appropriate County Office.

**2 Interim Lease Extension Procedures (Continued)**

**D GSA and USDA Regulations**

**GSAR Subpart 570.405 Lease extensions**

- (a) This subsection applies to extension of the term of a lease to provide for continued occupancy on a short term basis.**
- (b) FAR 6.302-1 permits contracting without providing for full and open competition when the property or services needed by the agency are available from only 1 responsible source and no other type of property or services will satisfy the needs of the agency. This authority may apply to lease extensions in situations such as the following:**
  - (1) The agency occupying the leased space is scheduled to move into other Federally controlled space, but encounters unexpected delays in preparing the new space for occupancy.**
  - (2) The Government encounters unexpected delays outside of its control in acquiring replacement space.**
  - (3) The Government is consolidating various agencies occupying the leased space, and you need to extend the terms of some leases to establish a common expiration date.**

**3 Frequently Asked Questions**

**A Questions and Answers for Lease Extensions**

- Q1. What procedure will we use to continue payment to the Lessor if the lease has already expired?**
  - A1. The responsible Administrative Officer will provide an authorization spreadsheet to FMD in KC to pay the Lessor on a month-to-month basis until an interim lease extension is approved.**
- Q2. How long will it take to get the lease extensions consummated by the Realty Officers?**
  - A2. Anticipate a 30-day turnaround for all interim lease extensions.**

## Notice AS-2129

### 3 Frequently Asked Questions

#### A Questions and Answers for Lease Extensions

Q3. What will be the effective date of the lease extension?

A3. The lease extension will be effective the day after the lease expires.

**Example:** The lease effective dates January 1, 2002, through December 31, 2007; the lease extension will be made effective: January 1, 2008.

**Note:** For expired leases (leases being paid on a month-to-month basis), the lease extension will begin the day after the last day of the month.

Q4. Can we use our familiar CCC forms?

A4. No, we will use the forms prescribed in the body of this notice:

Q5. Will we have access to all GSA forms?

A5. Yes, forms can be accessed on the FFAS Employee Forms Online Web site at <http://intra3.fsa.usda.gov/dam/ffasforms/currentforms.asp>. Select "MISC" from the "Form Prefix" drop down menu and enter form number in "Form Number" field.

Q6. What will we do if we are able to execute a new lease under the new forthcoming procedures before the lease extension expires?

A6. Continue to follow the instructions provided in Notice AS-2124, Exhibit 3.

Q7. What are we to do if the Lessor refuses to extend the lease for 1 year or for an 18-month period?

A7. Continue to utilize the month-to-month procedure to insure rent payments to the Lessor while working on a new lease or acquisition for new space.

Q8. Can we add more space to the lease during the extension process?

A8. You can expand up to 10 percent of space on the original lease during the lease extension. If the expanded space is greater than 10 percent of the current space, then we will have to implement another lease action.

Q9. What is the time frame for comparables in the Lease Action Summary market survey?

A9. Market survey comparables must be effective no more than 6 months prior to the date of market survey completion. Locations producing low real estate activity may include comparables effective up to 1 year prior to survey completion. If there are no local comparables, you may extend the delineated area to another county with similar properties.

GSA Form 3628, Lease Action Summary

A Instructions for Completing GSA Form 3628

Complete GSA Form 3628 using the following instructions.

Item	Title	Instruction
	Prepared By	Enter name of person who prepared the form.
	Date	Enter current date.
	Lease Number	Enter county name.
<b>A.</b>	<b>REQUIREMENTS</b>	
	Name of Requesting Agency	Enter Farm Service Agency.
	Name and Title of Agency Representative	Enter Name and Title.  <b>Example:</b> Name: John Doe Title: Administrative Officer Agency Representative: For County Offices CED Administrative Officer: For State Offices.
	Telephone Number	Enter Telephone Number.
	BOMA USABLE SF (Range)	Enter current lease square footage.  <b>Example:</b> The amount of square footage is located in the following places:  <b>For County Leases:</b> CCC-2 Paragraph 4-A, CCC-2A Paragraph 7, or Supplemental Lease Agreement GSA Form 276 (In the body of the agreement.)  <b>For State Leases:</b> SF-2 in the body of the agreement, Supplemental Lease Agreement FSA-7: (In the body of the agreement.) or Supplemental Lease Agreement GSA Form 276: (In the body of the agreement.)
	Occupancy Date	Enter the date after the current lease expires.  <b>Example:</b> Lease Expiration Date: 4-30-07; Lease Occupancy Date: 5-1-2007.
	General Delineated Area	Enter current CCC-79 delineated area (CCC-79 delineated area location: see Table of Contents 1.2 Location, page 5).
	Reimbursable Work Authorization	Check box: Not Required
	Type of Space	Check box: Office  <b>Note:</b> If Office and Warehouse Check other and specify.
	<b>Notification</b>	
	Date	Enter date on Notice AS-2129.
	Action	Check box: Other (Specify) Input the word Notice AS-2129.
	SF81/Request in File	Check box: Yes

GSA Form 3628, Lease Action Summary (Continued)

A Instructions for Completing GSA Form 3628 (Continued)

Item	Title	Instruction
<b>B</b>	<b>MARKET SURVEY AND NEGOTIATIONS</b>	
<b>1</b>	Address of Offered Space	Enter current office address.
	Location of Offered Space	Enter current office address.
	Location Identified From	Check box: In-House File (Lease File).
	Name of Party Contacted	Enter name of party contacted.
	Summary of Discussion Points (Requirements, Deficiencies, etc.)	Enter a summary of discussion.  <b>Example:</b> Current space to be leased for an additional year while developing requirements for a new lease.
	Party's Affiliation with Owner	Enter type of affiliation with the owner of the building.  <b>Example:</b> Building Owner, Broker, Agent, Property Manager, etc.
	First Contact Date	Enter date the owner or owner's representative was contacted.
	By	Check appropriate box.
	Date of On-Site Inspection	N/A
	Attendees	Input name of persons at negotiation discussion.  <b>Example:</b> Name of CED, AO, or designee.
	Negotiated Results (Include initial and final offer)	Enter initial and final offer.  <b>Example:</b> FSA will continue with current lease agreement at \$18.50 per net usable square feet and added PIV/HSPD-12 Exhibit 2 to supplemental lease agreement number one, for a period of 1 year.
	<b>Action</b> (Check appropriate box: Yes or No)	
	Space Is Available	Check box: Yes
	Consider for Negotiation	Check box: Yes
	Offer Submitted	Check appropriate box.
<b>2</b>	N/A	Not applicable for extensions.
<b>3</b>	N/A	Not applicable for extensions.
	If More Than Three Locations Surveyed, Attach Supplemental Sheets and Check Here	Check box and enter number attached.

GSA Form 3628, Lease Action Summary (Continued)

A Instructions for Completing GSA Form 3628 (Continued)

Item	Title	Instruction
<b>C</b>	<b>RATIONALE FOR AWARD</b>	
	Location Number	Enter location number.
	Lowest Price Acceptable Offer. Price is Considered Reasonable Based Upon: (Included market comparables and other data, if available).  Or  Offer Represents Greatest Value to the Government (Explain).	Check appropriate box and attach lease market survey, 1217, receipts etc. as required.  <b>Example:</b> The current lease located at Agriculture Towers, 320-325 Agriculture Way, Paterson, New Jersey can provide housing for the Wilcox County, Farm Service Agency according to their current requirements. Based upon the market survey and negotiated results the price is considered fair and reasonable and represents the best value to the Government.
<b>D</b>	<b>APPROVAL OF AWARD</b>	
	Name and Title of Contracting Officer	<b>Example:</b> MSD REALTY STAFF.
	Signature	Signature of Contracting Officer
<b>E</b>	<b>ACCEPTANCE FOR OCCUPANCY</b>	
	Name and Title of Government Representative	<b>Example:</b> County leases: CED or SED; State leases: AO's or their designees.
	Signature	Signature of CED, SED, AO, or designee.

Completing GSA Form 3628, Lease Action Summary

B Example of GSA Form 3628

Following is an example of GSA Form 3628.

PREPARED BY		DATE	<b>LEASE ACTION SUMMARY</b>		LEASE NUMBER		
<b>A. REQUIREMENTS</b>							
NAME OF REQUESTING AGENCY			NAME AND TITLE OF AGENCY REPRESENTATIVE		TELEPHONE NUMBER		
BOMA USABLE SF (Range)	OCCUPANCY DATE		GENERAL DELINEATED AREA		REIMB. WORK AUTHORIZATION		
TYPE OF SPACE <input type="checkbox"/> OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> OTHER (Specify)					<input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> IN FILE		
			NOTIFICATION		SF 81/REQUEST IN FILE		
			DATE	ACTION <input type="checkbox"/> TELEPHONE CALL <input type="checkbox"/> LETTER <input type="checkbox"/> OTHER (Specify)	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>B. MARKET SURVEY AND NEGOTIATIONS</b>							
<b>1</b>	ADDRESS OF OFFERED SPACE			LOCATION OF OFFERED SPACE	LOCATION IDENTIFIED FROM <input type="checkbox"/> REAL ESTATE TRADE PUBLICATION <input type="checkbox"/> IN-HOUSE FILE <input type="checkbox"/> OTHER (Specify)		
	NAME OF PARTY CONTACTED			SUMMARY OF DISCUSSION POINTS (Requirements, Deficiencies, etc.)			
	PARTY'S AFFILIATION WITH OWNER						
	FIRST CONTACT DATE	BY	<input type="checkbox"/> TELEPHONE <input type="checkbox"/> SITE VISIT				
	DATE OF ON-SITE INSPECTION			NEGOTIATED RESULTS (include initial and final offer)			
ATTENDEES							
ACTION			YES				NO
SPACE IS AVAILABLE							
CONSIDER FOR NEGOTIATION							
OFFER SUBMITTED							
<b>2</b>	ADDRESS OF OFFERED SPACE			LOCATION OF OFFERED SPACE	LOCATION IDENTIFIED FROM <input type="checkbox"/> REAL ESTATE TRADE PUBLICATION <input type="checkbox"/> IN-HOUSE FILE <input type="checkbox"/> OTHER (Specify)		
	NAME OF PARTY CONTACTED			SUMMARY OF DISCUSSION POINTS (Requirements, Deficiencies, etc.)			
	PARTY'S AFFILIATION WITH OWNER						
	FIRST CONTACT DATE	BY	<input type="checkbox"/> TELEPHONE <input type="checkbox"/> SITE VISIT				
	DATE OF ON-SITE INSPECTION			NEGOTIATED RESULTS (include initial and final offer)			
ATTENDEES							
ACTION			YES				NO
SPACE IS AVAILABLE							
CONSIDER FOR NEGOTIATION							
OFFER SUBMITTED							
GENERAL SERVICES ADMINISTRATION							
GSA FORM 3628 (REV. 1-97)							



GSA Form 1217, Lessor's Annual Cost Statement

Following is an example of GSA Form 1217.

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LESSOR'S ANNUAL COST STATEMENT</b> <b>IMPORTANT - Read attached "Instructions"</b>		1. SOLICITATION FOR OFFERS		2. STATEMENT DATE	
		3. RENTABLE AREA (SQ. FT.)	3A. ENTIRE BUILDING		3B. LEASED BY GOVT
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code)					
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION					
SERVICES AND UTILITIES		LESSOR'S ANNUAL COST FOR			FOR GOVERNMENT USE ONLY (c)
		(a) ENTIRE BUILDING	(b) GOVT-LEASED AREA		
<b>A. CLEANING, JANITOR AND/OR CHAR SERVICE</b>					
5. SALARIES					
6. SUPPLIES (Wax, cleansers, cloths, etc.)					
7. CONTRACT SERVICES (Window washing, waste and snow removal)					
<b>B. HEATING</b>					
8. SALARIES					
9. FUEL ("x" one)		OIL	GAS	COAL	ELECTRIC
10. SYSTEM MAINTENANCE AND REPAIR					
<b>C. ELECTRICAL</b>					
11. CURRENT FOR LIGHT AND POWER (Including elevators)					
12. REPLACEMENT OF BULBS, TUBES, STARTERS					
13. POWER FOR SPECIAL EQUIPMENT					
14. SYSTEM MAINTENANCE AND REPAIR (Ballasts, fixtures, etc.)					
<b>D. PLUMBING</b>					
15. WATER (For all purposes) (Include sewage charges)					
16. SUPPLIES (Soap, towels, tissues not in 6 above)					
17. SYSTEM MAINTENANCE AND REPAIR					
<b>E. AIR CONDITIONING</b>					
18. UTILITIES (Include electricity, if not in C11)					
19. SYSTEM MAINTENANCE AND REPAIR					
<b>F. ELEVATORS</b>					
20. SALARIES (Operators, starters, etc.)					
21. SYSTEM MAINTENANCE AND REPAIR					
<b>G. MISCELLANEOUS (To the extent not included above)</b>					
22. BUILDING ENGINEER AND/OR MANAGER					
23. SECURITY (Watchmen, guards, not janitors)					
24. SOCIAL SECURITY TAX AND WORKMEN'S COMPENSATION INSURANCE					
25. LAWN AND LANDSCAPING MAINTENANCE					
26. OTHER (Explain on separate sheet)					
27. TOTAL		\$	\$	\$	
SECTION II - ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF CAPITAL CHARGES					
28. REAL ESTATE TAXES					
29. INSURANCE (Hazard, liability, etc.)					
30. BUILDING MAINTENANCE AND RESERVES FOR REPLACEMENT					
31. LEASE COMMISSION					
32. MANAGEMENT					
33. TOTAL		\$	\$	\$	
LESSOR'S CERTIFICATION - The amounts entered in Columns (a) and (b) represent my best estimate as to the annual costs of services, utilities and ownership.		34. SIGNATURE OF <input type="checkbox"/> OWNER <input type="checkbox"/> LEGAL AGENT			
TYPED NAME AND TITLE		SIGNATURE		DATE	
34A.		34B.		34C.	
35A.		35B.		35C.	

GSA DC 65-2361

GSA FORM 1217  
JUL 94

GSA Form 1217, Lessor's Annual Cost Statement (Continued)

**LESSOR'S ANNUAL COST STATEMENT  
GSA FORM 1217**

In acquiring space by lease, it is the established policy of GSA to enter into leases only at rental charges which are consistent with prevailing scales in the community for comparable facilities.

**ITEM NUMBER**

- 1. Enter the Government lease or Solicitation for Offers number, if available.
- 2. Enter the date that your statement was prepared and signed.
- 3. A. Enter in this block a computation of the rentable area (multiple tenancy basis) for the entire building. The rentable area shall be computed by measurement to the inside finish of permanent outer building walls to the inside finish of corridor walls (actual or proposed) or to other permanent partitions, or both. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.
- B. Enter in this block a computation of the rentable area to be rented to the Government. For this area, follow the procedure as outlined above, except that measurements are to be made only to the center of the partitions which separate the area to be rented by the Government from adjoining rented or rentable areas.
- 4. Identify the property by name and address.

**SECTION I  
ESTIMATED ANNUAL COST  
OF SERVICES AND UTILITIES**

- 5. - 26. The services and utilities listed in this section are required in most of our rented space whether furnished by the Government or the Lessor.

Carefully review the Solicitation for Offers and/or the proposed lease to identify those services and utilities to be furnished by you as part of the rental consideration. Then enter your best cost estimate, or the actual cost from the previous year, for each of these services and utilities in column (a) for the entire building and in column (b) for the area to be rented to the Government. If any service or utility furnished for the space rented

by the Government is not furnished throughout the building, or the cost of a service or utility furnished to the Government space exceeds the cost of the same service or utility furnished to other rented space, explain on a separate sheet. For convenience, each major category has been divided into separate items such as salaries and supplies so that they may be entered when applicable. However, in the event that your records are not maintained for each item contained in Section I, 5 through 26, the total for a major category (A through F) may be entered under the category heading in columns (a) and (b) in lieu of the specific items. System maintenance and repairs includes the annual cost of such items as oiling, inspecting, cleaning, regulating, and routine replacement costs.

**SECTION II  
ESTIMATED ANNUAL COST OF OWNERSHIP EXCLUSIVE OF  
CAPITAL CHARGES**

Items 28 through 32 will be useful in the Government's determination of the fair market value of the space to be rented and shall be completed irrespective of whether Section I is applicable, as follows:

- 28. Include all applicable real estate taxes imposed upon the property.
- 29. Enter the annual cost of fire, liability, and other insurance carried on the real estate.
- 30. Enter the annual cost of wages, materials, and outside services used in repairs and maintenance of the building itself and all similar repairs and maintenance costs not included in Section I above (Heating, Electrical, Plumbing, Air Conditioning, and Elevators). This includes major repairs and changes in the nature of a permanent improvement such as annual cost to replace relatively short-lived items such as boilers, compressors, elevators, and roof coverings.
- 31. Enter any lease commission which you may be responsible for due to the Government leasing action.
- 32. Include administrative expenses such as agency fees, legal fees, auditing, and advertising. Do not include financial charges such as income or corporate taxes or organization expense.
- 34./35. Complete Lessor certification.

**Request for Sole Source Authorization**

Following is an example request for sole source authorization.

**A. EXECUTIVE SUMMARY**

Name of Requesting Organization	USDA/FSA
Type of Service/Supply Required	Lease Extension
Dollar Value of Service/Supply	\$55,500.00
Period of Performance Anticipated	5-1-2007 through 4-30-2008
Name of Vendor for Sole Source Award	Ace Management Company
FAR Basis for Sole Source Request	FAR 6.302-2 only one responsible source
Type of Award anticipated	Firm Fixed Price
Expected Small Business Participation	N/A

**B SUMMARY DESCRIPTION OF REQUIREMENT**

The United States Department of Agriculture, Farm Service Agency, Wilcox County Office currently occupies 3,000 square feet of office, conference/training, and special use space at Agriculture Towers 320-325 Agriculture Way, Peterson, New Jersey. The current lease expires 4-30-2007. To meet the Wilcox County Office need for a continuance of space their lease must be extended for an additional one year period of time. This will allow the County office to remain in space they are currently satisfied with while allowing the Farm Service Agency time to pursue full and open competition for a new lease.

**C. BASIS FOR REQUEST FOR SOLE SOURCE AUTHORIZATION**

Basis for sole source request is FAR 6.302-2, “only one responsible source and no other supplies or services will satisfy agency requirement.” The Wilcox County lease will expire at the end of April and the agency has a need that precludes full and open competition that will provide the County Office space beyond the current expiration date. It is the intention of this office, to issue a one year lease extension and then immediately begin work on a succeeding or new lease.

**D DETERMINATION OF FAIR AND REASONABLE PRICE**

A market survey was conducted on 4-1-2007 and the results are attached on the GSA Form 3628 Lease Market Summary , Market Survey section.

The new negotiated rate is \$55,500 per year at \$18.50 per net usable square feet. The lessor at 320-325 Agriculture Way, Peterson, New Jersey can provide housing for the FSA County Office according to their current requirements at this time. Based upon the market survey and negotiated results the price is considered fair and reasonable and represent the best value to the Government.

**Request for Sole Source Authorization (Continued)**

**E REQUESTING OFFICE**

I hereby request that a sole source authorization be granted to Ace Management Company in the amount of \$55,500 for the reasons stated above.

\_\_\_\_\_  
PREPARER

\_\_\_\_\_  
Date

If request exceeds \$25,000 in value:

I concur with the sole source authorization request:

\_\_\_\_\_  
SED, AO, or DESIGNEE

\_\_\_\_\_  
Date

**F SED or AO CERTIFICATION**

I hereby certify that the above statements and facts in support of this request are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
SED, AO, or DESIGNEE

\_\_\_\_\_  
Date

**G APPROVAL / DISAPPROVAL**

I hereby approve  / disapprove  this sole source request or I do hereby concur  / non-concur  with this sole source request.

\_\_\_\_\_  
MSD REALTY STAFF

\_\_\_\_\_  
Date

I hereby approve  / disapprove  this sole source request or I do hereby concur  / non-concur  with this sole source request.

\_\_\_\_\_  
HEAD OF REAL PROPERTY LEASING  
ACTIVITY

\_\_\_\_\_  
Date

GSA Form 276, Supplemental Lease Agreement (SLA)

A Instructions for Completing GSA Form 276

Complete GSA Form 276 using the following instructions.

Title	Instruction
Supplemental Agreement No	Enter SLA number as determined by the previous lease amendment. <b>Example:</b> "1"
Date	Do <b>not</b> enter a date. The date will be entered upon final signature of the Realty Officer.
To Lease No.	Enter the lease number or verbiage from the original lease. <b>Example:</b> WILCOX COUNTY FSA OFFICE
Address of Premises	Enter address of the current location of lease. <b>Example:</b> Agriculture Towers 320 – 325 Agriculture Way Paterson, NJ 07501
THIS AGREEMENT, made and entered into this date by and between:	Enter legal name of the building ownership. <b>Example:</b> Agriculture Way, LLC
whose address is:	Enter legal address of building ownership. <b>Example:</b> c/o Ace Management Company 325 Agriculture Way Suite 510, Paterson, NJ 07501
...Lease is amended, effective _____:	Enter date the lease is effective. <b>Example:</b> 05/01/2007
...as follows:	Include all pertinent information stipulating the changes to the current lease including, but not limited to the effective date, change in price and change in terms. Also include any required attachments. <b>Example:</b>  1. Effective May 1, 2007, the Government will extend the lease period of the above described premises for one year from May 1, 2007 through April 30, 2008.  2. Effective May 1, 2007, the Government will pay the Lessor annual rent of \$ 55,500 at the rate of \$ 4,625 per month (representing \$ 18.50 per square feet at 3,000 usable square feet) in arrears.  3. The attached document(s) are incorporated into this agreement and made apart thereof: a. 452.204-71 Personal Identity Verification of Contractor Employees (Mar 2006).

GSA Form 276, Supplemental Lease Agreement (SLA) (Continued)

A Instructions for Completing GSA Form 276 (Continued)

Title	Instruction
<p><b>Lessor</b></p> <p>BY (Signature) (Title)</p>	<p>Type the legal name of the lessor.</p> <p>The authorized signatory of the ownership should sign as indicated and include his/her title.</p> <p><b>Example:</b> Vice-President (Title)</p>
<p><b>Lessor</b></p> <p>IN PRESENCE OF (Signature) (Address)</p>	<p>Any person (not a Government representative) can witness the signature of the lessor authorized signatory.</p> <p>Address: This address should indicate the legal address of the authorized signatory for the lessor.</p> <p><b>Example:</b> 325 Agriculture Way, Ste. 510 Paterson, NJ 07501</p>
<p><b>UNITED STATES OF AMERICA</b></p> <p>BY (Signature) (Official Title)</p>	<p>The USDA FSA Realty Officer will sign and date SLA.</p>

**Notes:** Affix all attachments incorporated into the Supplemental Lease Agreement to the original SLA. Obtain the lessor's initials on all attachments.

All required HSPD-12 documents will be forwarded to the State AO who will forward those documents to:

OPM/FIPC  
Attn: SACS Scheduling  
1137 Branchton Road  
Boyers, PA 16018.



Correspondence Notating Lease Offer

Following is an example of correspondence notating a lease offer.



United States  
Department of  
Agriculture

April 15, 2007

Farm and Foreign  
Agricultural Services

Farm Service Agency

Management  
Services Division  
1250 Maryland Avenue,  
SW,  
Ste. 520  
Washington, DC  
20250

Attn: MJSJJD  
Farm Service Agency  
Management Services Division  
1250 Maryland Avenue, SW, Ste. 520  
Washington, DC 20250

RE: Interim Lease Extension Package

To Whom It May Concern:

Enclosed is an Interim Lease Extension for:

**County/State Office (Lease Number):** Wilcox County Office, New Jersey

**Office or Location Address:** Agriculture Towers  
320 – 325 Agriculture Way  
Paterson, NJ 07501

**Total Square Footage:** 3,000 usf

**Lease Expiration Date:** April 30, 2007

Enclosed is the Lease Extension Package with the following forms (in triplicate) for your review and approval:

- GSA Form 3628 (Rev. 1-97), Lease Action Summary
- Request for Sole Source Authorization
- GSA Form 276, Supplemental Lease Agreement
- GSA Form 1217, Lessor’s Annual Cost Statement (for operating cost increases only)
- 452.204-71, Personal Identity Verification of Contractor Employees (Mar 2006)

**Note:** The County Office has also included a copy of the CCC-2 (Original Lease) and CCC-2A in this Lease Extension Package.

You may return (2) original copies of all executed documents to:

James Doe  
USDA Wilcox County FSA Office  
123 County Office Drive  
Paterson, NJ 07507

If you have any questions, please contact me at (760) 567-1238.

Sincerely,

James Doe  
State Administrative Officer



USDA is an Equal Opportunity Provider and Employer.

Example of CCC-2, Lease for Real Property

Following is an example of CCC-2.

This form is available electronically.

<b>CCC-2</b> (10-18-01)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation
<b>LEASE FOR REAL PROPERTY</b>	
1. DATE	2. COUNTY NAME

3. **THIS LEASE**, made and entered into this day by and between \_\_\_\_\_  
 \_\_\_\_\_ whose address is:

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. **WITNESSETH:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: \_\_\_\_\_  
 \_\_\_\_\_  
 to be used for \_\_\_\_\_  
 \_\_\_\_\_

b. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning \_\_\_\_\_ through \_\_\_\_\_ subject to termination and renewal rights as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per month ( \$ \_\_\_\_\_ per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: \_\_\_\_\_

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals:

provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

Example of CCC-2, Lease for Real Property (Continued)

CCC-2 (10-18-01) Page 2 of 2

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

g. The following are attached and made a part hereof:  
(Solicitation For Offers (SFO))

h. The following changes were made in this lease prior to its execution:

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE	DATE
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Example of CCC-2A, Lease Amendment

The following is an example of CCC-2A.

**REPRODUCE LOCALLY.** Include form number and date on all reproductions.

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**CCC-2A**  
(10-18-01)

**U.S. DEPARTMENT OF AGRICULTURE**  
Commodity Credit Corporation

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**LEASE AMENDMENT**

1. DATE	2. AMENDMENT NO.	3. COUNTY NAME
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4. ADDRESS OF COUNTY OFFICE

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5. This amendment to the lease, dated \_\_\_\_\_, between \_\_\_\_\_  
whose address is: \_\_\_\_\_ herein called the Lessor, and the  
Farm Service Agency herein called the FSA.

6. **WHEREAS**, the parties hereto desire to amend the above lease.

7. **NOW THEREFORE**, these parties for the consideration hereinafter mentioned agree that the lease is amended,  
effective \_\_\_\_\_, as follows:

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

8. **IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first written above.

A. LESSOR	SIGNATURE	DATE
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE

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