

Grants & Contracts - Transmittal Memo

DATE: September 25, 2019

FROM: Purchasing Division, Contracts

TO: Charlie Jackson

CONTRACT #: 10004

VENDOR: GI Holdings

DESCRIPTION: #10004 Third Amendment to lease Agreement for Guardian Ad Litem

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 9/24/2019

RECEIVED ON: September 25, 2019

TERM START: 10/1/2016

TERM END: 9/30/2020

AMOUNT: \$58,694.88

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**THIRD AMENDMENT TO LEASE AGREEMENT #10004
BETWEEN ALACHUA COUNTY AND GI HOLDINGS, LLC
FOR GUARDIAN AD LITEM LEASED SPACE**

THIS THIRD AMENDMENT TO LEASE AGREEMENT, made and entered into this 24th day of September A.D. 2019, by and between **Alachua County**, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **GI Holdings, LLC**, a Florida limited liability company with its principal business address at 3434 SW 24th Avenue, Suite A, Gainesville, Florida 32607, hereinafter referred to as "Landlord" (collectively, the County and Landlord are referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into *The Lease Agreement between Alachua County and G.I Holdings LLC* dated September 13, 2016 (the "Lease"), and subsequently the First Amendment to the Lease dated June 13, 2017 (the "First Amendment"), through which the County exercised its option to renew the term of the Lease for an additional one year period ("First Renewal Term"); and

WHEREAS, the County timely elected to exercise its second option to renew the Term of the Lease for a one year period commencing October 1, 2018 through September 30, 2019 ("Second Renewal Term") and the Parties entered into the Second Amendment to the Lease dated August 14, 2018 (the "Second Amendment"); and

WHEREAS, the County has timely elected to exercise its third option to renew the Term of the Lease for a one year period commencing October 1, 2019 through September 30, 2020 ("Third Renewal Term") and the Parties now desire to enter into this Third Amendment to Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Lease, as previously amended, as follows:

A. PARAGRAPH #2 of the Lease, **Term**, is amended to add the following new paragraph:

The County has elected to exercise its third option to renew the Term of the Lease for an additional one year period. Accordingly, the Term of the Lease is renewed for the period of October 1, 2019 through and ending September 30, 2020 (the "Third Renewal Term"), unless earlier terminated as provided herein.

B. SECTION #3 of the Agreement, **RENEWAL**, is amended in its entirety to read:

The County shall have an option to renew the Lease for two (2) additional one (1) year periods. The

County shall provide written notice to the Landlord of its intent to exercise this option at least ninety (90) days before the end of the then current Term of the Lease. Rent may be adjusted on the anniversary date of the Lease with rent changing by an amount equal to the Consumer Price Index for the prior year, not to exceed 3% for each year above the previous year's rent.

C. SUBPARAGRAPH #4.A of the Lease, Rent, is amended in part to read as follows:

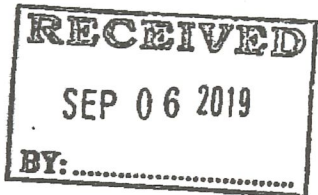
A. During the Third Renewal Term, the Tenant agrees to pay the Landlord monthly rental payments of Four Thousand Eight Hundred Ninety One Dollars and Twenty-Four Cents (\$4,891.24) commencing on October 1, 2019. All rental payments shall be due on the first day of each month. The Landlord shall provide a monthly invoice by the 21st day of the previous month to the Tenant at the following address:

Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

C. This Third Amendment shall take effect on October 1, 2019.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Lease, as previously amended, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK



(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

I, Sayl Silber, certify that I am the Sole Member and
(insert name of owner)
Manager of GI Holdings, Inc corporation (the "Corporation"),
(insert name of incorporation)
Organized under the laws of the state of Florida and that
(insert state of incorporation)
the Sole Member of the Corporation did, at a meeting held on the _____ day of
_____, 20____, did hereby consent to, adopt, ratify, confirm and approve the
following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of _____ and is authorized to do
business in the State of Florida; and

WHEREAS, the undersigned is the Sole Member and Manager of the Corporation and
hereby certifies that he or she owns 100% of the equity interest of the Corporation; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting along, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to

do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

NAME

TITLE

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have executed my name as Sole Member and Manager of the above-named Corporation this 30 day of August, 20 19, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Sole Member of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

Sole Member and Manager of the Corporation

By: _____

Saul Silber
(Print Sole Member's Name)

STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 30 day of August, 20 19, by Saul Silber, as Sole Member and Manager of GI Holdings, a llc corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

Notary Public (Signature):

Christy Bracken
(Printed Name)

(AFFIX NOTARY SEAL)



CHRISTY BRACKEN
Commission # GG 171896
Expires January 23, 2022
Bonded thru Budget Notary Services

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to Lease to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles Chestnut, IV
Charles Chestnut, IV, Chair
Board of County Commissioners

Date: 09/24/2019

ATTEST:

Jesse K. Irby II
Jesse K. Irby II, Clerk
(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

LANDLORD: GI HOLDINGS, LLC

WITNESS

By: Christy Prackem
Print: Christy Prackem

By: Saul Silber
Print: SAUL SILBER
Title: mgr.
Date: aug 30 19

IF THE LANDLORD IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

Dave

9/24/2019 BOC
190293

Agenda Item Name:

GI Holdings FY20 Lease for Guardian Ad Litem

Presenter:

Charlie R. Jackson

Description:

Amendment #3 to the Lease Agreement between Alachua County Board of County Commissioners and G.I. Holdings, LLC. for lease space occupied by Guardian Ad Litem, located at 14 South Main Street Gainesville, Florida for the period of October 1, 2019 through September 30, 2020.

Recommended Action:

Approve the 3rd Amendment to extend the term for the leased space occupied by Guardian Ad Litem

Prior Board Motions:

September 16, 2016, the Board of County Commissioners approved a new Lease Agreement. June 13th, 2017 the First Amendment was approved by the Board. On August 16th, 2018 the Board approved the 2nd Amendment to further extend the term.

Fiscal Consideration:

This amendment to the lease will run from October 1, 2019 through September 30, 2020 in the amount of \$58,694.88. Budget exists in FY20, 001.19.1914.712.44.00, to cover this expense.

Background:

During routine maintenance checks in the building and conversations with the Director of the departments, it was reported that the building occupants are satisfied with the space. Because of this they are recommending to the Board to continue to lease this space.

Also presented by staff and approved by the Board in the 2018 update to the Alachua County Master Space Plan for Guardian Ad Litem to remain in the existing space until further notice.

Per the terms of the agreement, the landlord is requesting a 1.9% increase in lease cost.

Guardian Ad Litem Leased Space-Talking Points

1. The agreement specifies an annual increase based on prior year's Consumer Price Index (CPI), not to exceed 3%.
2. The calculated increase for the 2nd amendment is 1.9% over the prior fiscal year, which amounts to \$1,094.40 per year.
3. Guardian Ad Litem is satisfied with their current location and would like to remain in the space.