

## Grants & Contracts - Transmittal Memo

**DATE:** September 13, 2019

**FROM:** Procurement, Contracts

**TO:** Charlie Jackson, Paul Beckert

**CONTRACT #:** 10755

**VENDOR:** Alachua County Farmer's Market

**DESCRIPTION:** #10755 Alachua County Farmer's Market 2<sup>nd</sup> Amendment extending term to 9/30/2020

**APPROVED BY:** Board of County Commissioners

**APPROVAL DATE:** September 10, 2019

**RECEIVED ON:** September 13, 2019

**TERM START:** October 1, 2019

**TERM END:** September 30, 2020

**AMOUNT:** \$10.00

**RFP/BID #:** N/A

**GMW:** N/A

**POR #  
(ENCUMBERANCE):** N/A

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

**SECOND AMENDMENT TO LEASE AGREEMENT #10755  
BETWEEN ALACHUA COUNTY AND  
FOR ALACHUA COUNTY FARMERS MARKET, INC. FOR LEASE OF REAL PROPERTY**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT**, made and entered into this 10<sup>th</sup> day of September 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 Alachua County Farmer's Market, Inc., a not-for-profit Corporation doing business at 5920 NW 13<sup>th</sup> Street, Gainesville, Florida 32653, hereinafter referred to as "Lessee."

**WITNESSETH:**

**WHEREAS**, the Parties hereto previously entered into the *Lease Agreement between Alachua County Farmers Market for Lease of Real Property* dated December 12, 2017 (the "Lease") with an initial Term ending September 30, 2018; and subsequently the Parties entered into the First Amendment to the Agreement dated August 28, 2018 (the "First Agreement") through which the Lessee exercised its first option to renew the Term of the agreement for an additional one year period ("Option Period 1"); and

**WHEREAS**, the Lessee has elected to exercise its second option to renew the Term of the Agreement for an addition one year period commencing October 1, 2019 and continuing through September 30, 2020 ("Option Period 2").

**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 further amend the Agreement as follows:

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

The Lessee has elected to exercise its second option to renew the Term of the Lease. Accordingly, the Term of the Lease is renewed for the period commencing October 1, 2019 and shall terminate on September 30, 2020 ("Option Period 2"), unless earlier terminated as provided.

B. SECTION #4 of the Agreement, **RENEWAL**, is amended and replaced in its entirety to read as follows:

Lessee shall have an option to renew the Lease for two (2) additional one (1) year period. The Lessee shall provide written notice to the County of its intent to exercise its option at least ninety (90) days before the end of the then current Term of the Lease.

C. This Second Amendment shall take effect at midnight on October 1, 2019.

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

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

**ALACHUA COUNTY, FLORIDA**

By: Charles A. Chestnut  
Charles A. Chestnut, Chair  
Board of County Commissioners

Date: 9/10/2019

ATTEST:

J.K. "Jess" Irby  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]  
Alachua County Attorney's Office

**LESSEE**

WITNESSES  
By: Christine R. Jarr  
Print: Christine R. JARR  
By: Diane K. Peters  
Print: Diane K. Peters

By: Greg Yurish  
Print: Greg Yurish  
Title: Treasurer  
Date: 8/17/19

**IF THE LESSEE 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. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

Alachua County Farmers Market, Inc.  
(Insert Name of Corporation)

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

The Board of Directors ("Directors") of Alachua County Farmers Market, a Market  
Florida corporation (the "Corporation"), at a duly and properly  
(insert name of company)  
(insert state of incorporation)  
held meeting on the 10<sup>th</sup> day of August, 2019, 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 Florida and is authorized to do  
business in the State of Florida; 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  
Robin Popp  
Greg Yurish  
Diane Peters  
Lennon Fisher

TITLE  
Chairperson  
Treasurer  
Treasurer  
Board Member

**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.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17<sup>th</sup> day of August, 2019, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors 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.

(Corporate Seal)

Secretary of the Corporation

By:

Greg Yurish  
Greg Yurish

(Print Secretary's Name)

9/16/18 BoCC

19-0109

**Agenda Item Name:**

Second Amendment to Lease Agreement with Alachua County Farmer's Market

**Presenter:**

Charlie R. Jackson

**Description:**

Second Amendment to Lease Agreement with Alachua County Farmer's Market for lease of real property located at 5920 NW 13th Street, Gainesville, Florida. This is the second renewal of the lease and this lease may be renewed for two (2) additional one (1) year terms.

**Recommended Action:**

Approve 2<sup>nd</sup> Amendment to Farmer's Market Lease #10755 to extend the lease for Fiscal Year 2020.

**Prior Board Motions:**

In December 2017, the County entered into a new agreement with Farmer's Market Inc. which addressed not only the extension of the lease but added new language allowing for solicitation in designated areas with the Farmer's Market.

The current agreement allows for four (4) additional, one (1) year terms. The BoCC approved the First Amendment on August 28<sup>th</sup>, 2018 for FY19. This Second Amendment extends the agreement for the second of those four (4) renewal periods.

**Fiscal Consideration:**

Lessee agrees to pay \$10.00 per year for the lease term October 1st, 2019 through September 30th 2020 to lease the space for the Farmer's Market.

**Background:**

In 2003 the County entered into a Lease Agreement with Alachua County Farmer's Market to lease space that belongs to the County and since that time, the agreement has been renewed each year.

## **Farmer's Market Lease- Talking Points**

- Annual Renewal of the lease between Alachua County Farmer's Market and Alachua County.
- Local farmers display and sell locally grown foods at the County's Farmer's Market.
- The County has been leasing this property to this organization for more than 20 years.