

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

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Date: September 16, 2016

From Purchasing/Contracts

To: Karla Carusone, Charlie Jackson

CONTRACT #: 10004

VENDOR: G.I. Holdings, LLC

DESCRIPTION: #10004 Lease Agreement between Alachua County and G.I. Holdings, LLC.  
For the Guardian Ad Litem Lease Space

APPROVED BY: BoCC

APPROVAL DATE: 20160913

Received On: 20160916

TERM START 20161001

TERM END 20170930

AMOUNT: \$55,801.92

ACCOUNT: 001-1914-712.44-10

ENCUMBRANCE #

RFP/BID #

ACTIONS REQUIRED Please forward a copy to the vendor & retain a copy for your files.  
One of two originals sent to

copy to: F&A  
Risk  
Purchasing  
File

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LEASE AGREEMENT BETWEEN  
ALACHUA COUNTY AND G.I. HOLDINGS, LLC FOR GUARDIAN AD LITEM FOR  
LEASE SPACE LOCATED AT 14 SOUTH MAIN STREET, GAINESVILLE, FLORIDA  
32601

THIS AGREEMENT made and entered into this 13 day of September, 2016 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 the "County," OF "Tenant" and, G.I. Holdings, LLC doing business at 3434 SW 24<sup>th</sup> Avenue, Suite A, Gainesville, FL 32607, hereinafter referred to as the 'Landlord.'

**WITNESSETH:**

In consideration of the mutuality of the rents, covenants, agreements, terms, and conditions hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. **The Premises.** The Landlord leases and rents to the Tenant and Tenant leases and rents from the Landlord office space of 4,656 sq ft located at 14 South Main Street, Gainesville, FL 32601.
2. **Term.** The term of the lease shall begin on October 1, 2016 and shall end September 30, 2017 unless earlier terminated as provided herein.
3. **Renewal.** Tenant shall have an option to renew the lease for five (5) one year periods. The Tenant shall provide written notice to the Landlord of its intent to exercise this option at least 90 (ninety) 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 three (3)% for each year above the previous year's rent
4. **Rent.**
  - A The Tenant agrees to pay the Landlord monthly rental payments of \$4,650.16 monthly from commencement on October 1, 2016 to September 30, 2017. 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  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601
  - B The Tenant shall submit/mail monthly rental payments to G.I. Holdings, LLC and shall mail the rental payments to the Landlord at 3434 SW 24<sup>th</sup> Avenue, Suite A, Gainesville,

FL 32607. The Tenant certifies that, as a governmental entity, it is exempt from state sales tax. The Tenant's tax exempt number is 11-06-024077-53C.

5. **Alterations and Improvements.** The Tenant reserves the right to make alterations to the leased premises during the term of the lease, with written approval of the Landlord. At the termination of the lease term by lapse of time or otherwise, the Tenant shall have the right to remove all personal property and fixtures of the Tenant brought onto or into the premises by the Tenant or at the expense of the Tenant. Tenant is allowed to install conduit into the building and install optical fiber throughout the building as necessary. Tenant will notify landlord who may provide a recommendation as to the location of the fiber. Tenant may utilize the existing conduit in the building for its communications and data needs. Tenant may attach communications equipment to the roof. Any fiber, wire or conduit installed by Tenant may be removed by Tenant upon termination of the lease.
6. **Use of Premises.** The Tenant shall use the premises for Alachua County business activities and any other activities deemed necessary by the County to conduct public business of the County or its Constitutional Officers.
7. **Compliance with Law.** The Landlord shall comply with all federal, state, and local laws pertaining to zoning, fire protection, construction, and maintenance of the lease space. The Landlord agrees to assume full financial responsibility for compliance with these laws, rules, ordinances, to include Titles II and III of the American with Disabilities Act, state and local laws pertaining to zoning, construction, handicap requirements as provided for in Chapter 553, Part V, Florida Statutes, and maintenance of the property. The Landlord shall be responsible for the provision, maintenance, and repair of all fire protection equipment necessary to conform to city, county, and state fire protection laws, rules, ordinances, codes, regulations, and handicap requirements required by Chapter 553, Part V, Florida Statutes.
8. **Surrender of Premises.** Upon termination of the lease term, by lapse of time or otherwise, the Tenant shall surrender the premises in as good a condition as the same was received at the commencement of the lease term, reasonable use, wear, tear, and damage, only, expected.
9. **Services and Repairs.** Services provided by the Landlord and the Tenant are:
  - A Tenant shall be responsible for changing HVAC filters monthly, if readily accessible, and light bulbs
  - B Landlord shall maintain the roof, structure, structural supports, mechanical equipment, electric plumbing, floor covering, ceiling tiles, doors, locks and windows. Landlord shall keep the building envelope sealing against moisture and vermin.
  - C Landlord is responsible for maintaining communication wiring, within the building suitable for telephones and data. Tenant is responsible for providing hardware, such as telephones and computers.
10. **Utilities and Services.** Landlord shall provide all electrical, sewer, water, refuse removal, and vermin control. Tenant shall provide pest control (bugs only), security alarm, and IT for

Tenant occupied, non-common areas. Landlord shall provide janitorial services for all common areas. The common areas include, but are not limited to, the entrance, foyer, ground floor hallway, stairwell, public restroom and 2<sup>nd</sup> floor hallway. Tenant shall provide janitorial for all tenant occupied, non-common areas.

11. **Inspection.** The Landlord or its representative, successors, or assigns shall have access to the premises at all reasonable times for the purpose of inspecting the premises or taking such action as may be necessary to protect the premises from loss or damage; provided, however, that the Landlord's right of entry and inspection shall be subject to security requirements of the Tenant. The Landlord agrees to provide reasonable and adequate advance notice to the Tenant of any inspection and the Tenant shall have the right to have a staff member present during any inspection.
12. **Title Status.** The Landlord represents that it owns the premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the premises, and that it has the full right, power, and authority to enter into this lease for the term herein granted.
13. **Insurance.**
  - A The Landlord shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Landlord shall provide to the Tenant proof of such insurance coverage prior to the Tenant taking occupancy of the premises. Tenant is responsible for its property.
  - B Tenant has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident
  - C Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
14. **Assignments.** This lease is inferior to any mortgage now or on which may be placed on the land or building by the Landlord. Tenant will recognize as its Landlord under this lease and attorn to any persons succeeding to the interest of Landlord under this lease in the event of foreclosure of any mortgage or the execution of any deed in lieu of such foreclosure. This provision is self-operative and no further document is required unless requested by any mortgagee. If so requested, Tenant shall execute and deliver an instrument confirming its attornment at no cost; provided, however, that no such mortgagee or successor in interest shall be bound by any payment of rent for more than one month in advance, or any amendment or modification of this lease made without the express written consent of such mortgagee. If Tenant shall refuse or fail to execute, acknowledge and deliver such document,

Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for ratifying all Landlords' acts pursuant to this section.

15. **Sublease.** Tenant may not sublease the premises without Landlord's prior written permission, which shall not be unreasonably withheld.
16. **Non-Waiver.** The failure of any party to exercise any right in this Agreement will not waive such right.
17. **Cumulative Remedies.** All of the rights, powers, and privileges conferred by this lease upon the parties shall be cumulative and in addition to those otherwise provided by law, and shall not be deemed to preclude those rights and remedies provided by law.
18. **Entire Agreement, Modification and Waiver.** This lease contains the entire agreement of the parties and supersedes all prior agreement. Any representations, inducements, promises, agreements or otherwise between the parties not embodied in this instrument shall be of no force or effect. No amendment or modification of this lease shall be valid unless and until the same is reduced in writing and executed by both parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this lease.
19. **Signs.** All signage must be approved by Landlord prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Tenant at the end of the lease. Damage caused by erection or removal shall be paid by Tenant. Tenant shall pay for signage.
20. **Landlord's Covenant of Quiet Enjoyment.** So long as the Tenant is not in default under the conditions and during the term of this lease and any extension of said term, the Tenant's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the Landlord.
21. **Police Security.** Landlord has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
22. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
23. **Proration.** Rental and other amounts owned by the Tenant shall be prorated between the Landlord and the Tenant as the commencement and end of the lease term, unless otherwise herein agreed to the contrary.

24. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
25. **Casualty.** In the event that the lease premises shall be damaged by fire, explosion, windstorm, or any other casualty, not caused by the Tenant, the Landlord shall initiate any needed repairs with ten (10) days and put the leased premises in good condition as rapidly as reasonably possible, not to exceed forty-five (45) days, and the Tenant shall be entitled to an abatement of rent during the period of time in which the leased premises are not suitable for occupancy and not used by the Tenant. If the leased premises shall be damaged to the extent of more than twenty-five (25%), either party may, at its election, terminate this lease by giving written notice to the other party within five (5) days after the occurrence of such damage.
26. **Notices.** Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in the United States Postal Service mailbox or personally delivered with signed proof of delivery. The Tenant's representative and the Landlord's representative are:

Tenant: Director, Facilities Management  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602

Landlord: G.I. Holdings, LLC  
3434 SW 24<sup>th</sup> Street, Suite A  
Gainesville, FL 32607

A copy of any notice hereunder shall be sent to:

J. K. Irby, Clerk,  
Attention Finance and Accounting,  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602

And to:

Procurement Division  
Attn: Contracts  
12 SE 1<sup>st</sup> Street

Gainesville, FL 32601

27. **Eminent Domain.** In the event any portion of the land or property demised hereunder shall be taken through eminent domain proceedings, then the Tenant shall be entitled to a pro rata reduction in rent based upon the amount of the building and land taken through such eminent domain proceedings, (2) a share of the full compensation paid by the condemning authority based on the term of the lease, and (3), the Tenant shall have the right to terminate this lease in the event of such eminent domain proceedings.
28. **Default and Termination.** If either party fails to fulfill its obligations under this Lease Agreement or if either party breaches any of the conditions or covenants of this Lease Agreement, the other party may terminate this Agreement. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease Agreement may be terminated upon thirty days prior written notice without further notice or demand and without prejudice to any right or remedy that the parties may have.
29. **Parking Area.** IF APPLICABLE
30. **Severability Clause.** If any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
31. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
32. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
33. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.
34. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

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

ALACHUA COUNTY, FLORIDA (TENNANT)

By: Robert Hutchinson  
Robert Hutchinson, Chair  
Board of County Commissioners  
Date: 9-15-16

ATTEST:

J. K. Irby  
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Robert Irby  
Alachua County Attorney's Office

LANDLORD

ATTEST (By Corporate Officer)  
By: Robert Cockrell as  
Print: Commercial Property  
manager, Saul  
Title: Silber Properties, LLC

By: Saul Silber  
Print: SAUL SILBER  
Title: Manager Partner & member  
G.I. Holdings, LLC  
Date: 8-12-16





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**Agenda Coordinator : Edit Agenda Item**

Complete the fields below for the **Agenda Item** you wish to submit. When complete, click the **Update** button at the bottom of the page.

**Agenda:** September 13, 2016 Regular BoCC Meeting  
**Category:** CONSENT/Governmental Units  
**Sub-Category:** Support Services Group

**Title:** Lease Agreement for Guardian Ad Litem Lease Space for FY17

**Amount:** \$55,801.92

**Description:** Lease Agreement between Alachua County and G.I. Holdings, LLC for Guardian Ad Litem lease space for the period of October 1, 2016 through September 30, 2017.

**Recommendation:** Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and G.I. Holdings, LLC for Guardian Ad Litem Lease Space

**Alternative(s):** Do not approve and provide staff with direction

**Requested By:** Charlie R. Jackson, Facilities Director  
**Originating Department:** Facilities Management

**Attachment(s) Description:** GI\_Holdings\_New\_LeaseAgreement  
 GAL\_Original Lease  
 Previous Amendments  
 GAL\_FloorPlan

**Documents Requiring Action:** G.I.\_Holdings\_New\_LeaseAgreement

**Executive Summary:** This Lease Agreement between Alachua County and G.I. Holdings, LLC will cover the period of October 1, 2016 through September 30, 2017 with the option to renew the lease for five, one (1) year periods. The monthly rent is \$4,650.16. There is an increase in cost from the previous lease and amendments based upon an updated square footage calculation of 4,656 square feet, provided by the landlord which is an increase of 276 square feet than previously reported (4,380

**Background:**

In February 2010, Guardian Ad Litem moved temporarily to the basement of the County's Administration Building due to indoor air quality concerns.

On February 10, 2011, the County Manager approved the lease for the new space for Guardian Ad Litem at the old DOC building located at 14 S. Main Street, Gainesville.

**Issues:** The County is required to provide office space for Guardian Ad Litem. The denial of this request would prevent the County from satisfying space requirements (Florida Statute 29.008).

**Fiscal Recommendation:** Approve and execute the Lease Agreement between Alachua County Board of County Commissioners and G.I. Holdings, LLC for Guardian Ad Litem Lease Space.

Sufficient budget exists for FY17.

**Fiscal Alternative(s):** None

**Funding Sources:** Facilities Management General Fund - Rental and Leases Real Property

**Account Code(s):** 001-1914-712.44-10

**Attachment:**

[A\\_E Letter.pdf](#) [GAL FloorPlan.pdf](#) [GAL OriginalLEASE.pdf](#) [GAL PreviousAMENDMENTS.pdf](#)

[GI Holdings New Lease Agreement.pdf](#)

History:

Audit Data	Date & Time
Agenda Item Added by Karla Carusone	8/11/2016 2:33:18 PM
A_E Letter.pdf added as an attachment by Karla Carusone	8/11/2016 2:33:39 PM
GAL_FloorPlan.pdf added as an attachment by Karla Carusone	8/11/2016 2:33:46 PM
GAL_OriginalLEASE.pdf added as an attachment by Karla Carusone	8/11/2016 2:33:52 PM
GAL_PreviousAMENDMENTS.pdf added as an attachment by Karla Carusone	8/11/2016 2:33:59 PM
GI_Holdings_New_Lease_Agreement.pdf added as an attachment by Karla Carusone	8/12/2016 11:32:05 AM
Agenda Item Approved by Charlie Jackson	8/12/2016 11:37:07 AM
Attachment : GI_Holdings_New_Lease_Agreement.pdf removed by Karla Carusone	8/12/2016 11:45:54 AM
GI_Holdings_New_Lease_Agreement.pdf added as an attachment by Karla Carusone	8/12/2016 11:46:00 AM
Agenda Item Revised by Karla Carusone	8/12/2016 11:46:07 AM
Agenda Item Approved by Charlie Jackson	8/12/2016 11:46:34 AM

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Thomas Rouse - (Purchasing Grants/Contracts Administrator)  
 Role : Agenda Coordinator  
 Version: 1.2.1.3 - 1.2.7.5

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