

Meeting Date
January 27, 2015



AGENDA	
Section	CONSENT
Item No.	II.C.3

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Office Space for Congressman Bill Posey, 8 th District
DEPT/OFFICE:	Central Services/Facilities

Requested Action:
 Authorize the Chairman to execute Lease Agreements and Resolutions allowing the non-competitive lease of County property (office space) at the Brevard County Government Center North in Titusville and Brevard County Government Center Viera to Congressman Bill Posey, 8th District. A super-majority vote of the Board is required to approve these items per Sec. 2-247, Code of Ordinances of Brevard County.

Summary Explanation & Background:

Congressman Bill Posey, 8th District, currently occupies office space at the Brevard County Government Center (BCGC) North in Titusville and BCGC Viera. A significant part of the duties of a member of Congress is the services provided to local constituents. Brevard County residents benefit from having the Congressman's offices conveniently located in County government facilities in Titusville and Viera.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of County property, allows for the leasing of County-owned real property to any department or agency of the United States "if, upon a supermajority vote, the Board of County Commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the County; and make a finding that the property is either likely to be not needed for County purpose in the future or will be used in a manner compatible with County purposes".

The Board shall authorize the Leases by adopting a Resolution for each location.

The attached Lease Agreements and Resolutions provide office space commencing February 05, 2015 through January 2, 2017. The annual rent for space in BCGC Viera will be \$1.00 per year. The space in BCGC North, due to its small size, will be provided at no charge.

Contact: Teresa Camarata, 637-5492; Teresa.camarata@brevardcounty.us

Clerk to the Board Instructions: Return two (2) originals to Facilities

Exhibits Attached: Lease Agreements and Resolutions for Congressman Posey's space in BCGC North and BCGC Viera

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager, Mel Scott		Department Director / Extension			
Stockton Whitten		Assistant County Manager, Venetta Valdengo		 Teresa Camarata, Central Services Director			



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

January 28, 2015

M E M O R A N D U M

TO: Teresa Camarata, Central Services Director

RE: Item II.C.3., Resolutions and Lease Agreements with Congressman Bill Posey for Office Space at Brevard County Government Center North in Titusville and Brevard County Government Center Viera

The Board of County Commissioners, in regular session on January 27, 2015, adopted Resolution Nos. 15-003 and 15-004, and executed Lease Agreements with Congressman Bill Posey, 8th District, allowing a non-competitive lease of County property (office space) at the Brevard County Government Center North in Titusville and Brevard County Government Center Viera. Enclosed are two fully-executed copies of each Resolution and Lease Agreement.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (4)

cc: Contracts Administration
Finance
Budget

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 27th day January, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease a small office in Clerk Scott Ellis' Administration Suite, 400 South Street, 2nd floor, Titusville, Florida for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall commence February 05, 2015 and terminate on January 02, 2017. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: one small office in Scott Ellis' (Clerk) Administration Suite on the 2nd floor of the Brevard County Government Center North;
3. The annual rent for this space shall be a \$0.00.
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The District Office Lease Attachment "A" (4 pages) is hereby made part of and incorporated into this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

As approved by the Board on 01/27/2015

ATTEST:



Scott Ellis, Clerk of Court

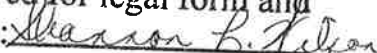
**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Robin Fisher, Chair



Bill Posey, Congressman, 8th District

Reviewed for legal form and
content: 
Assistant County Attorney 1/12/15

ATTACHMENT "A"

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Robin Fisher
Print Name of Lessor/Landlord

By: [Signature]
Lessor Signature
Name:
Title: Chairman

01-27-15
Date

Bill Posey
Print Name of Lessee

[Signature]
Lessee Signature

1/23/2015
Date

From the Member's Office, who is the point of contact for questions?
Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Reviewed for legal form and
content: Sharon L. Wilson, 1/14/15
Assistant County Attorney

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

RESOLUTION NO. 2015- 003

A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, SECTION 2-247 AND FLORIDA STATUTE 125.38, AUTHORIZING THE NON-COMPETITIVE LEASE OF COUNTY PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "COUNTY"), wishes to lease office space located at the Brevard County Government Center-North, to Bill Posey, Congressman, 8th District;

WHEREAS, the County has available space within the Clerk's Administration Suite at the Brevard County Government Center-North, Titusville, Florida, which is not needed for Clerk's use at this time; and the property will be used in a manner that is consistent with a county purpose;

WHEREAS, the use of the office space by the Congressman, 8th District to serve the constituents of Brevard County serves the public interest; will serve a public purpose; and is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. Congressman Bill Posey has expressed the desire to have additional office space for the District 8 Congressional office, located at the Brevard County Government Center-North, to serve and facilitate communications with his constituents and local government entities located within Brevard County, Florida.
2. The COUNTY shall enter into a lease agreement with Congressman Bill Posey.
3. The lease payment for such lease shall be \$0.00.
4. The term of the lease shall begin February 05, 2015 and terminate on January 2, 2017.
5. The space for lease to Congressman Bill Posey is a small office in Clerk Scott Ellis' Administration Suites, 2nd floor, Brevard County Government Center-North, 400 South Street, Titusville, FL.
6. The property shall be used as Congressional office space. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease.

The resolution shall take effect February 05, 2015.

DONE, ORDERED AND ADOPTED, in Regular Session, this 27 day of January, 2015.

ATTEST:



Clerk of Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Robin Fisher, Chair

Reviewed for legal form and
content: Shannon L. Nelson, 1/12/15
Assistant County Attorney

RESOLUTION NO. 2015- 004

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WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "COUNTY"), wishes to lease office space at located at the Brevard County Government Center, Viera, to Bill Posey, Congressman, 8th District;

WHEREAS, the County has available space within the Brevard County Government Center, Viera, Florida, which is not needed for County use at this time; and the property will be used in a manner that is consistent with a county purpose;

WHEREAS, the use of the office space by the Congressman, 8th District to serve the constituents of Brevard County serves the public interest; will serve a public purpose; and is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. Congressman Bill Posey has expressed the desire to continue the tradition of having the District 8 Congressional office located at the Brevard County Government Center, Viera to serve and facilitate communications with his constituents and local government entities located within Brevard County, Florida.
2. The COUNTY shall enter into a lease agreement with Congressman Elect Bill Posey.
3. The lease payment for such lease shall be one dollar (\$1.00) per year.
4. The term of the lease shall begin February 05, 2015 and terminate on January 2, 2017.
5. The space for lease to Congressman Bill Posey is 2,200 square feet of office space, located on the second floor of Brevard County Government Center, Viera, 2725 Judge Fran Jamieson Way, Viera.
6. The property shall be used as Congressional office space. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease.

The resolution shall take effect February 05, 2015.

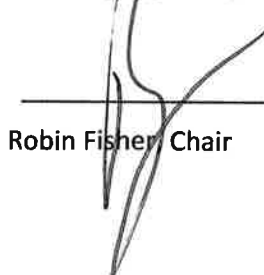
DONE, ORDERED AND ADOPTED, in Regular Session, this 27 day of January, 2015.

ATTEST:



Clerk of Court

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Robin Fisher, Chair

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 27th day January, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease approximately 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall commence February 05, 2015, and terminate on January 02, 2017. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida 32940;
3. The annual rent for this space shall be a nominal payment of One Dollar (\$1.00).
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The District Office Lease Attachment "A" is hereby made part of and incorporated into this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

As approved by the Board on 01/27/2015

ATTEST:



Clerk of Court

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Robin Fisher, Chair

Bill Posey, Congressman, 8th District

ATTACHMENT "A"

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

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- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Robin Fisher
Print Name of Lessor/Landlord

By: _____
Lessor Signature
Name:
Title: Chairman

01-27-15
Date

Bill Posey
Print Name of Lessee

Lessee Signature

1/23/2015
Date

From the Member's Office, who is the point of contact for questions?			
Name _____	Phone () _____	E-mail _____	@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.