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

District Office Lease Amendment

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from June 20, 2011 to January 2, 2013 for the lease of office space located at 1051 Manatee Ave., West, 3rd Floor in the city, state and ZIP of Bradenton, FL 34205.

2. **Extended Term.** The above referenced Lease is extended through and including January 2, 20 15. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2015, which is the end of the constitutional term of the 113th Congress.)

3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be $1,275.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

   NONE

4. **District Office Lease Attachment for 113th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 113th Congress and the District Office Lease Attachment for the 113th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.

5. **Counterparts.** This Amendment 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.

6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows.*]

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

District Office Lease Attachment

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 ("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 ("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

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 113th 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, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.

11. **Notification upon Occurrence of Certain Events.** Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of the leased premises; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. Lessee 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.

12. **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 not require the review and approval of the Administrative Counsel.

13. **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.

14. **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.

15. **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 13 and 14.

16. **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.

17. **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.

District Office Lease Attachment

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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).

25. **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.

26. **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.

27. **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.

[*Signature page follows.*]

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

District Office Lease Attachment

(Page 4 of 4 – 113th Congress)

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.

Board of County Commissioners of Manatee County	Hon. Vern Buchanan
Print Name (Lessor)	Print Name (Lessee)
Larry Bustle	Vern Buchanan
ATTEST: R. B. SHORE CLERK OF CIRCUIT COURT Lessor Signature	Lessee Signature
BY: Cheri Lyons DEPUTY CLERK	
February 12, 2013	2-24-13
Date	Date

BOARD OF COUNTY COMMISSIONERS SEAL MANATEE CO. FLA.

From the Member's Office, who is the point of contact for questions?
Name John E. Ross Phone (202) 544-2614 E-mail Johnross @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

PROPERTY MANAGEMENT
RECEIVED
FEB 19 2013
ADMINISTRATION DIVISION
MANATEE COUNTY GOVERNMENT

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

District Office Lease Amendment

(Page 1 of 2 – 113th Congress)

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from June 20, 2011 to January 2, 2013 for the lease of office space located at 1051 Manatee Ave., West, 3rd Floor in the city, state and ZIP of Bradenton, FL 34205.

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

District Office Lease Amendment

(Page 2 of 2 – 113th Congress)

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

Board of County Commissioners of Manatee County	Hon. Vern Buchanan
Print Name (Lessor/Landlord)	Print Name (Lessee)
Larry Bustle	
Lessor Signature	Lessee Signature
February 12, 2013	
Date	Date

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: Deb Adams
DEPUTY CLERK

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

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

District Office Lease Attachment

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District Office Lease Attachment

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District Office Lease Attachment

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21. **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.

22. **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.

23. **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.

24. **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).

25. **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.

26. **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.

27. **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.

[*Signature page follows.*]

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

District Office Lease Attachment

(Page 4 of 4 – 113th Congress)

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.

Board of County Commissioners of Manatee County	Hon. Vern Buchanan
Print Name (Lessor)	Print Name (Lessee)
Larry Bustle	
Lessor Signature	Lessee Signature
ATTEST: R. B. SHORE CLERK OF CIRCUIT COURT BY: Deb Hesney DEPUTY CLERK — 2-12-13 Date	Date

From the Member's Office, who is the point of contact for questions?
Name John E. Ross Phone (202) 544-2614 E-mail Johnross @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

RESOLUTION R-11-126

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, FINDING THAT CERTAIN OFFICE SPACE IN THE MANATEE COUNTY JUDICIAL CENTER IS NOT NEEDED FOR COUNTY PURPOSES AND AUTHORIZING ITS LEASE TO CONGRESSMAN VERN BUCHANAN FOR USE AS A DISTRICT OFFICE, WHICH USE WILL PROMOTE THE COMMUNITY INTEREST AND WELFARE

WHEREAS, Congressman Vern Buchanan has made application to the Board of County Commissioners for the lease of certain office space located on the 3rd floor of the old MSO located in the Manatee County Judicial Center at 1051 Manatee Avenue West, which will be used to establish and maintain a Manatee County District Office; and

WHEREAS, the Board of County Commissioners finds and determines that such office space is not now needed for County purposes; and

WHEREAS, the Board of County Commissioners finds and determines further that use of such office space will promote the community interest and welfare by encouraging and fostering close coordination, communication and collaboration between the Board and Congressman Buchanan as well as by facilitating the provision of constituent services to Manatee County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. Manatee County does not currently have a need for approximately 956 square feet on the 3rd floor of the old MSO located in the Manatee County Judicial Center, and that such office space is required for use as a Manatee County District Office by Congressman Vern Buchanan.

2. Congressman Buchanan has applied to the Board of County Commissioners for the use of such approximately 956 square feet of office space and will establish and maintain a Congressional District Office in these premises.

3. The rental consideration for such leased premises shall be calculated upon the basis of $16.00 per square foot per year, which on an aggregate annualized basis shall be in the amount of $15,300.

4. The term of the subject lease shall be for a two-year period, except as same may be terminated or modified as provided in Section 4 and 7 of the U. S. House of Representatives District Office Lease Agreement and at Section 9 and 10 of the U. S. House of Representatives District Office Lease Attachment.

5. The Chairman is hereby authorized to execute the District Office Lease Agreement between Manatee County and Congressman Vern Buchanan substantially in the form attached hereto.

ADOPTED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, this 7th day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

Attest: R. B. SHORE
Clerk of the Circuit Court

By: _____

SEAL

The Florida Senate

2010 Florida Statutes (including Special Session A)

TITLE XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	CHAPTER 125 COUNTY GOVERNMENT	VIEW ENTIRE CHAPTER

125.38 Sale of county property to United States, or state.—If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

History.—s. 4, ch. 23829, 1947.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.
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Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 12, 2013

February 12, 2013, Regular Meeting
Agenda Item #25

APPROVED IN OPEN SESSION February 12, 2013
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Subject
Lease renewal for office space for Congressman Buchanan

Briefings
None

Contact and/or Presenter Information
Joaquin Servia, Division Manager, Property Acquisition / Extension 3021

Action Requested
Authorization for Chairman to execute a District Office Lease Amendment and District Office Lease Attachement for office space located at 1051 Manatee Avenue West, 3rd floor, Bradenton, Florida 34205 which covers the period from January 2, 2013 to January 2, 2015 as specified in Resolution R-11-126.

Enabling/Regulating Authority
Chapter 125.38 Florida Statutes

Background Discussion

- Congressman Vern Buchanan has expressed a desire to renew his lease for office space located on the 3rd floor of the old MSO Located in the Manatee County Judicial Center, located at 1051 Manatee Avenue West for a period of two years beginning January 2, 2013 to January 2, 2015 .
- Approximately 956 Square Feet of office space will establish and maintain a Congressional District Office in these premises.
- The term of the subject lease shall be for a two year period commencing on January 2, 2013 at a rate of $16.00 per square foot per year, or $1,275 monthly.
- Resolution R-11-126 was executed by the BCC on June 7, 2011 declaring the office space on the 3rd floor at 1051 Manatee Avenue West was not needed for County purposes and agreed the space was available for lease by Congressman Vern Buchanan for his District Office.

County Attorney Review
Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney
N/A

Instructions to Board Records

Please return executed lease agreements/attachments to Joaquin Servia, Division Manager, Property Acquisitions / Extension 3021. Originals sent to J. Servia 2/14/13 (vj)

One set will be returned to Board Records upon receipt from Congressman Buchanan's office.

Cost and Funds Source Account Number and Name
$52.50 (Recording Fees) AR700003

Amount and Frequency of Recurring Costs
NA

Attachment: Buchanan 2013-2015 lease.pdf
Attachment: Buchanan Resolution r-11-126.pdf

MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Office Space for Congressman Buchanan	**TYPE AGENDA ITEM**	Consent
DATE REQUESTED	June 7, 2011	**DATE SUBMITTED/REVISED**	May 23, 2011
BRIEFINGS? Who?	N/A	**CONSEQUENCES IF DEFERRED**	N/A
DEPARTMENT/DIVISION	Property Management Property Acquisition Division	**AUTHORIZED BY TITLE**	Charlie Bishop, Director, Property Management EM
CONTACT PERSON TELEPHONE/ EXTENSION	Joaquin Servia, Extension 3021	**PRESENTER/TITLE TELEPHONE/ EXTENSION**	Joaquin Servia, Division Manager, Property Acquisition/Extension 3021
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Adoption of Resolution R-11-126, setting forth findings and determination as required by Chapter 125.38, relating to the conveyance or lease of property to the United States Government, and authorizing the Chairman to execute the District Office Lease and District Office Lease Attachment between Manatee County and Congressman Vern Buchanan.

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Lease Agreements must be approved by the Board of County Commissioners and executed by the Chairman.

BACKGROUND/DISCUSSION

- Congressman Vern Buchanan has expressed a desire to lease unoccupied office space located on the 3rd floor of the old MSO located in the Manatee County Judicial Center, located at 1051 Manatee Avenue West.
- Approximately 956 square feet of office space will establish and maintain a Congressional District Office in these premises.
- The term of the subject lease shall be for a two-year period commencing on June 20, 2011 at a rate of $16.00 per square foot per year, or $1,275 monthly.
- Resolution R-11-126 and lease agreement documents are hereby presented to the BCC for adoption and execution.

COUNTY ATTORNEY REVIEW

APPROVED IN OPEN SESSION
JUN 07 2011
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Check appropriate box	
☒	REVIEWED Written Comments: ☒ Attached Memorandum dated May 17, 2011 ☐ Available from Attorney (Attorney's initials: _____)
☐	NOT REVIEWED (No apparent legal issues.)
☐	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
☐	OTHER-

ATTACHMENTS: (List in order as attached)		**INSTRUCTIONS TO BOARD RECORDS:**	
1) Resolution R-11-126 2) Chapter 125.38 Florida Statute 3) Lease Agreement 4) Memorandum from CAO		Execution of three (3) lease agreements is required. Please return all originals to Barbara Carter, Property Acquisition for forwarding on to the District Office for approval. MR 6/8/11	
COST:	N/A	**SOURCE (ACCT # & NAME):**	N/A
COMMENTS:	N/A	**AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)**	N/A

cc: Rodney Wade, Deputy County Attorney

Office of
MANATEE COUNTY
ATTORNEY

Tedd N. Williams, Jr., County Attorney

James A. Minix, Chief Deputy County Attorney
Maureen S. Sikora, Deputy County Attorney*
Robert M. Eschenfelder, Deputy County Attorney
Rodney C. Wade, Deputy County Attorney*
William E. Clague, Deputy County Attorney
James R. Cooney, Deputy County Attorney
Sarah A. Schenk, Deputy County Attorney*

MEMORANDUM

DATE: May 17, 2011

TO: Charlie H. Bishop, PMP, Director, Property Management Department

THROUGH: Tedd N. Williams, Jr., County Attorney 5/17/11

FROM: Rodney C. Wade, Deputy County Attorney

RE: **Lease of Office Space to Congressman Vern Buchanan**
RLS-11-182 Received May 11, 2011; CAO File 8003-091

You have requested that I review Resolution R-11-126, U.S. House of Representatives District Office Lease, and District Office Lease Attachment.

Resolution:

Resolution R-11-126 is substantially the same form as previously used in Resolution R-03-30, and said former Resolution is legally sufficient for consideration by the Board of County Commissioners, Manatee County.

District Office Lease:

The District Office Lease is a standard fill-in-the-blanks lease form, Version 1.12 authorized pursuant to 2 U.S.C § 57, and the Regulations of the Committee on House Administration as modified from time to time by Committee Orders relating to office space in home districts. The lease form is similar to the previous lease signed in January 2003 wherein the Board of County Commissioners of Manatee County leased office space to then-Congresswoman Katherine Harris. With the following exceptions, the lease form is legally acceptable for consideration by the Board of County Commissioners in the lease of County property to the United States as authorized by Florida Statutes § 125.38.

* Board Certified City, County & Local Government Law

1112 Manatee Avenue West, Suite 969, P.O. Box 1000, Bradenton, FL 34206
(941) 745-3750 • Fax (941) 749-3089

Exceptions:

1. One comment concerning the District Office Lease, paragraph 1 of the Lease Agreement has a check space for assigned or unassigned parking spaces to be included in the Lease. This District Office Lease presented has the "assigned" spaces checked. The terms concerning the assigned parking spaces, number, and location should be included in the Lease Agreement added in paragraph 8, "Additionally, the Lessor and Lessee agree." Currently, this is marked "n/a" but should contain particulars of the assigned parking spaces.

2. The signature block for the Chairman of the Board of County Commissioners as Lessor should be modified to conform to the standard signature block for the Chairman of the Board of County Commissioners, Manatee County.

District Office Lease Attachment:

The District Office Lease Attachment is a standard U.S. House of Representatives District Office Lease Attachment, Version 1.12, which accompanies the Lease Agreement. The District Office Lease Attachment is substantially similarly to the District Office Lease Attachment of January 2003 executed by the Chairman of the Board of County Commissioners in association with the lease of the same date with the exception that Items 18, 19, and 20 have been added to the Lease Attachment. These three items do not substantially alter the terms of the Lease Agreement and therefore, the Lease Attachment is of sufficient legal form for consideration by the Board of County Commissioners in association with the execution of the Lease Agreement with the following exception.

Exception:

1. The signature block of the Lease Attachment should be in conformance with the standard signature block for the Chairman of the Board of County Commissioners, Manatee County.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

RCW/slm
cc: Ed Hunzeker, County Administrator
Joaquin Servia, Manager, Property Acquisition Division
S:\rwade\RLS\2011\BishopC_LeaseOfcSpaceCongressmanBuchanan_11-182.doc