

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:

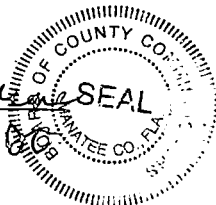
1. Manatee County does not currently have a need for approximately 956 square feet on the 3rd floor of the old MSO located in the Manatee County Judicial Center, and that such office space is required for use as a Manatee County District Office by Congressman Vern Buchanan.
2. Congressman Buchanan has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


The Florida Senate

2010 Florida Statutes (including Special Session A)

<p><u>TITLE XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS</p>	<p><u>CHAPTER 125</u> COUNTY GOVERNMENT</p>	<p><u>VIEW</u> <u>ENTIRE</u> <u>CHAPTER</u></p>
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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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U.S. House of Representatives
Washington, D.C. 20515

District Office Lease

(version 1.12)

Pursuant to 2 U.S.C. § 57, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, Board of County Commissioners of Manatee County, 1112 Manatee Avenue West, Bradenton, FL 34205

(Landlord's name) (Landlord's street address, city, state, zip code)
("LESSOR"), and Hon. Vern Buchanan, a Member/ Member Elect of the U.S. House of Representatives ("LESSEE"), agree as follows:

- LESSOR shall lease to LESSEE 956 square feet of office space located at 1051 Manatee Ave. West, 3rd Floor in the city and state of Bradenton, FL 34205. Zero 4
 assigned or unassigned (please check one) parking spaces are included in the Lease.
- LESSEE shall have and hold the leased premises for the period beginning June 15, 2011 and ending January 2, 2013. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2013, which is the end of the constitutional term of the Congress to which the Member is elected.
- The monthly rent shall be \$1,275.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this LEASE shall be prorated on a daily basis for any fraction of a month of occupancy.
- This LEASE may be terminated by either party giving 60 days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
- During the effective term of this LEASE, rent payments under paragraph 3 shall be remitted to the LESSOR by the Chief Administrative Officer of the U.S. House of Representatives ("CAO") on behalf of the LESSEE.
- The District Office Lease Attachment attached hereto is incorporated herein by reference, and this LEASE shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment.
- Any amendments, additions or modifications to this LEASE inconsistent with paragraphs 1 through 6 above shall have no force or effect to the extent of such inconsistency.
- Additionally, the LESSOR and the LESSEE agree to 4 assigned parking spaces at 615 12th St W

COUNTY OF MANATEE, FLORIDA
by and through its BOARD OF
COUNTY COMMISSIONERS

By: _____
Chairman 6/7/11

Hon. Vern Buchanan

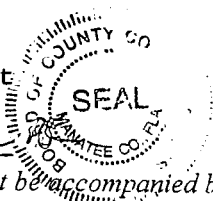
Print Name (LESSEE)

LESSEE Signature

(Date)

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

By: Susan P. Romine



This District Office Lease must be accompanied by an executed District Office Lease Attachment.

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

District Office Lease Attachment

(Page 1 of 3 – version 1.12)

1. 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”) to which it is attached.
2. 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. 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 approve any amendment to the LEASE prior to its execution.
4. 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 3.
5. The LEASE is a fixed term lease with monthly installments for which payment is due at 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. 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. The parties agree that any charges 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.
7. In the event LESSEE dies, resigns, or is removed from office during the term of this LEASE, the Clerk of the HOUSE may, at his or her sole option, either: (a) terminate this 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 3 – version 1.12)

8. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected. Should the Member-Elect not take office and serve as a Member of the 112th Congress, the lease will be considered null and void.
9. 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, 241 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.
10. 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, 241 Longworth House Office Building, Washington, D.C. 20515.
11. 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, carpets, elevators, escalators, entryways, exits, alleys, and other like areas. LESSOR also agrees to maintain, repair in good order, 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, carpets, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment serving the premises. 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 this paragraph.
12. 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.
13. 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.
14. 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).
15. 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.
16. 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.

District Office Lease Attachment

(Page 3 of 3 – version 1.12)

- 17. Should any provision of this ATTACHMENT be inconsistent with any provision of the attached LEASE (or with any subsequent or additional amendments thereto), the provisions of this ATTACHMENT shall control, and those inconsistent provisions of the LEASE (or any subsequent or additional amendments thereto), shall have no force and effect to the extent of such inconsistency.
- 18. 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.
- 19. This lease 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).
- 20. The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

COUNTY OF MANATEE, FLORIDA
by and through its BOARD OF
COUNTY COMMISSIONERS

Hon. Vern Buchanan

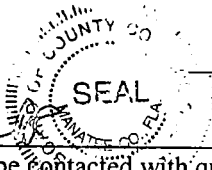
Print Name (LESSEE)

by: 
Chairman

LESSEE Signature

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

By: 



(Date)

From the Member's Office, who should be contacted with questions?			
Name	John E. Ross	Phone	(202) 544-2614
E-mail	johnross		@mail.house.gov

This District Office Lease Attachment and the attached LEASE 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.