



TOWN OF APPLE VALLEY TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** December 11, 2012
From: Frank W. Robinson, Town Manager **Item No:** 21
Subject: APPROVAL OF PROPOSED OFFICE SPACE LEASE BETWEEN THE TOWN OF APPLE VALLEY AND U.S. CONGRESSMAN-ELECT PAUL COOK FOR ESTABLISHMENT OF THE 8TH CONGRESSIONAL DISTRICT OFFICE AT TOWN HALL

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

1. Approve the proposed Town Hall office space lease between the Town of Apple Valley and U.S. Congressman-elect Paul Cook.
2. Authorize the Town Manager to execute said proposed lease upon approval by the U.S. House of Representatives Administrative Counsel and receipt of signed agreement from Congressman-elect Cook.

SUMMARY:

On 11/19/12, the Town Manager's office was contacted by Mr. Matt Knox, District Director for Congressman-elect Paul Cook, to discuss the possibility of leasing office space in Town Hall for the purposes of establishing the newly-elected Congressman's 8th U.S. Congressional District Office. Subsequently, the Town Manager met with Mr. Knox, and provided a tour of both the Town Hall and Development Services building offices. Mr. Knox indicated his interest in space options located in Town Hall and asked the Town Manager to provide pricing and terms for a 2-year lease of existing office space.

On 11/30/12, a Special Meeting of the Town Council convened in order to formally authorize the Town Manager to negotiate price and terms for an office space lease with Congressman-elect Cook and/or his representative.

Subsequent to the Special Meeting held 11/30/12, the Town Manager proceeded to negotiate an office space lease with District Director, Matt Knox. "Attachment A" is the proposed lease which has been accepted by Congressman-elect Cook with regard to price and terms. The proposed lease is for 1,302 sq. ft. of Town Hall office space at \$690 per month; lease term is for 24 months and will commence on or about January 3, 2013.

The proposed lease is now subject to review and approval by the U.S. House of Representatives Administrative Counsel. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and regulations, the Administrative Counsel will notify Member-elect Cook that he may proceed with the execution of the lease.

FISCAL IMPACT:

Pursuant to the terms and conditions of the Lease, the Town will receive lease payments equal to \$690 per month or \$8,280 per annum. These funds will be deposited into the General Fund. The initial term of the lease is for two years after which time the terms of the lease may or may not be renegotiated or renewed. Lease pricing covers the Town's approximate operating and maintenance expenses on a per square foot basis (e.g utilities and custodial services) attributed to the proposed leased office space area.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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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, Frank W. Robinson, Town Manager, Town of Apple Valley

(Landlord's name) (Landlord's street address, city, state, ZIP code) ("Lessor"), and Paul Cook, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. Location. Lessor shall lease to Lessee 1,302 square feet of office space located at 14975 Dale Evans Parkway in the city, state and ZIP code of Apple Valley, CA 92307.

- 2. Parking. The Lease includes (please check any and all that apply): [x] 2 parking spaces that are assigned [x] 12 parking spaces that are unassigned [x] General off-street parking on an as available basis [] No off-street parking

3. Term. Lessee shall have and hold the leased premises for the period beginning January 3, 2013 and ending January 2, 2015. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2015, which is the end of the constitutional term of the Congress to which the Member is elected.

4. Rent. The monthly rent shall be \$690.00, 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.

5. Early Termination. This Lease may be terminated by either party giving 30 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.

6. Payments. During the term of this Lease, rent payments under Section 4 shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives ("CAO") on behalf of the Lessee.

7. District Office Lease Attachment for 113th Congress. 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 for the 113th Congress.

8. Counterparts. This Lease 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.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

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

Frank W. Robinson

Print Name (Lessor/Landlord)

Print Name (Lessee)

Lessor Signature

Lessee Signature

December 3, 2012

Date

Date

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

District Office Lease Attachment

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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
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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.

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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.]

District Office Lease Attachment
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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.

Frank W. Robinson

Print Name (Lessor)

Print Name (Lessee)

Lessor Signature

Lessee Signature

December 3, 2012

Date

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