

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20041717

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve lease with the Honorable Connie Mack, a Member of the U.S. House of Representatives, for 1,888 square feet of space at the Justice Center Annex (former SunTrust Plaza), on the 3<sup>rd</sup> floor, suite #303. Lease will be for 2 years and correspond with the term of the office, which ends on January 2, 2007. Rental cost received will be at \$17.00 per square foot or \$32,096.04 per year.

**WHY ACTION IS NECESSARY:** Board must approve all lease agreements.

**WHAT ACTION ACCOMPLISHES:** Allows the Honorable Connie Mack to establish his office in Fort Myers.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #: 2**

*C2A*

**3. MEETING DATE:**

*01-18-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-1*
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT *Construction & Design*
- C. DIVISION *Facilities Management*
- BY: *Richard Beck, Director*

**7. BACKGROUND:**

In November, 2004, Facilities Management was approached to negotiate a lease with the Honorable Connie Mack for space in a county-owned building. Space for this office was found on the 3<sup>rd</sup> floor of the Justice Center Annex (former SunTrust Building), suite #303, which was being vacated by Congressman Porter Goss.

**LEASE REVENUE WILL BE DEPOSITED IN THE FOLLOWING ACCOUNT STRING:  
GC5000030100.362000.9814  
Non-Departmental Revenues/Capital Improvement Fund/SunTrust Building Leases**

Attachments: 2 Original Lease Documents

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services, <i>Admin 1/6/05</i>				G County Manager
					OA	OM	Risk	GC	
<i>J. J. ... 1-3-05</i>	<i>N/A</i>			<i>[Signature] 1/2/05</i>	<i>[Signature] 1/5/05</i>	<i>[Signature] 1/5/05</i>	<i>[Signature] 1/5/05</i>	<i>[Signature] 1/5/05</i>	<i>[Signature] 1-3-05</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *1/4/05*  
Time: *2:25*  
Forwarded To: *[Signature]*  
*1/5/05*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*1/5/05*  
*[Signature]*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*1/5/05*  
*[Signature]*

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

**District Office Lease**  
(version 1.09)

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, **Lee County Board of County Commissioners**, a political subdivision and Charter County of the State of Florida, PO Box 398, Fort Myers, Florida 33902, ("LESSOR"), and the Honorable **Connie Mack**, a Member of the U.S. House of Representatives ("LESSEE"), agree as follows:

1. LESSOR shall lease to LESSEE 1,888 square feet of office space located at Justice Center Annex, 2000 West Main Street, Suite 303 in the city of Fort Myers, Florida 33901.
2. LESSEE shall have and hold the leased premises for the period beginning January 2, 2005 and ending January 2, 2007. The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2007, which is the end of the constitutional term of the Congress to which the Member is elected.
3. The monthly rent shall be \$2,674.67 and is payable 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.
4. This LEASE may be terminated by either party giving 60 days 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.
5. During the effective term of this LEASE, rent payments under paragraph 3 shall be remitted to the LESSOR by the Chief Administrative Office of the U.S. House of Representatives ("CAO") on behalf of the LESSEE.
6. 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.
7. 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.
8. This LEASE is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction.
9. The Federal Tort Claims Act will govern this district office lease for any injuries or losses of property.
10. LESSOR, at LESSOR's cost, agrees to repaint Suite 303, install a bi-fold door between the reception area and copy room, and install new carpet in the suite.
11. LESSOR shall provide LESSEE 1 covered and 4 uncovered parking spaces at no additional cost to LESSEE.

**District Office Lease**

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LESSOR:

\_\_\_\_\_  
Charlie Green, Clerk


\_\_\_\_\_  
Chairman, Lee County Board of County  
Commissioners

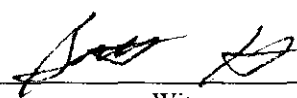
\_\_\_\_\_  
By: Deputy Clerk

\_\_\_\_\_  
Approved as to Legal Form by County  
Attorney's Office

\_\_\_\_\_  
Date

LESSEE

  
\_\_\_\_\_  
Honorable Connie Mack, a Member of the U.S.  
House of Representatives

  
\_\_\_\_\_  
Witness

12-30-04  
\_\_\_\_\_  
Date

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

**District Office Lease Attachment**

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1. LESSOR (Landlord) and LESSEE (Member of Congress) agree that this District Office Lease Attachment ("ATTACHMENT") is incorporated into and made part of the District Office 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 U.S. House of Representatives -- 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.
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 for the CAO ("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 below. LESSOR and LESSEE also understand and acknowledge that the Administrative Counsel must review and approve any substantive amendments to the LEASE.
5. The LEASE is a fixed term lease with equal 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. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected.
7. 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, elevator clause, escalator clause, or any other adjustment or measure during the term of the LEASE shall have no force or effect.
8. 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, 331 Ford 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.

## District Office Lease Attachment (cont.)

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9. 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.
10. 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.
11. LESSOR agrees that neither LESSEE nor the HOUSE or any of the HOUSE's officers or employees will indemnify 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.
12. 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, 263 Cannon House Office Building, Washington, D.C. 20515.
13. 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).
14. If LESSOR permits the LESSEE to holdover, *all* terms of the LEASE (including the monthly rent) shall continue unaltered during any period of such holdover tenancy. Thereafter, after any such holdover tenancy begins, the LEASE may be terminated by either party giving 30 days 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.
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 (cont.)**  
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- 17. The parties agree that any charges for default, early termination, or cancellation of the LEASE, which result from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE.
  
- 18. 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 sole option, either (a) terminate this LEASE by giving thirty (30) days written notice to LESSOR, or (b) assume the obligations of the LEASE and continue to occupy the premises for a period not to exceed sixty (60) days following the election of 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 or, if mailed, the date on which such notice is postmarked.
  
- 19. 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.
  
- 20. 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.
  
- 21. This lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction.

\_\_\_\_\_  
 Print Name (LESSOR / Landlord)

\_\_\_\_\_  
 LESSOR Signature

\_\_\_\_\_, 200\_\_\_\_  
 (Date)

*Connie Mack*  
 \_\_\_\_\_  
 Print Name (LESSEE / Member of Congress)

*Connie Mack*  
 \_\_\_\_\_  
 LESSEE Signature

*12/22*, 200*4*  
 (Date)

**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 \_\_\_\_\_, 200\_\_\_\_  
 (Administrative Council)

From the Member's Office, who should be contacted with questions?			
Name _____	Phone ( _____ ) _____	e-mail _____	@mail.house.gov