

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-4

Urgent

Routine

AGENDA DATE January 6, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Extend an Existing Lease of County Space at 1010 Tenth Street, Suite 5800 to Congressman Dennis Cardoza Until January 2, 2011

STAFF RECOMMENDATIONS:

Authorization for the Chief Executive Officer to execute an extension of the lease dated December 31, 2006 for office space at 1010 Tenth Street, Suite 5800, to Congressman Dennis Cardoza at the same terms through January 2, 2011.

FISCAL IMPACT:

The lease payment extended by this action will result in the collection of \$1,300.00 per month over two years ending January 2, 2011.

BOARD ACTION AS FOLLOWS:

No. 2009-33

On motion of Supervisor Grover, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Extend an Existing Lease of County Space at 1010 Tenth Street, Suite 5800 to Congressman Dennis Cardoza Until January 2, 2011

**DISCUSSION:**

Congressman Dennis Cardoza has requested that Stanislaus County consider an extension to a lease signed December 31, 2006 to provide approximately 800 square feet of space at Suite 5800 of 1010 Tenth Street, Modesto, California consistent with the constitutional term of the 111th Congress. The original lease was approved by the Board of Supervisors on November 21, 2006.

The space provides a District Office for the Congressman's staff, providing greater convenience to the public by collocating with Stanislaus County offices at Tenth Street Place.

Suite 5800 is currently occupied by Congressman Cardoza's office. No other terms of the original lease agreement are modified by this extension.

**POLICY ISSUES:**

This lease extension with Congressman Cardoza will facilitate and enhance the County's ongoing federal legislative program. It will result in improved communication between the Congressman, his staff, County officials and local residents, thus improving the efficient delivery of public services.

**STAFFING IMPACTS:**

The proposed lease extension continues the existing occupancy of space by Congressman Cardoza's office. There are no staffing impacts associated with this action.

U.S. House of Representatives  
**District Office Lease Extension**  
(Version 1.11)

1. The undersigned agree that a District Office Lease ("LEASE"), including the District Office Lease Attachment, to which they are parties, which is dated on or about December 31, 2006 provides for the lease of office space located at 1010 10th Street, suite 5800 in the city of Modesto, California.
2. The above referenced lease is extended through and including January 2, 2011. (This District Office Lease Extension Agreement may not provide for an extension beyond January 2, 2011, which is the end of the constitutional term of the 111th Congress.)
3. The District Office Lease Attachment, version 1.11 — available at <http://www.house.gov/leases/district-office-lease-attachment.pdf> or by calling 202-225-6969 — is incorporated into the LEASE if it was not previously made a part of the LEASE.
4. All provisions of the LEASE, including the District Office Lease Attachment, shall remain unchanged and in full effect, except that monthly rent shall now be \$1,300.00, and the following additional terms are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE".]

Exhibit "A", Description of Leased Premises, is amended as attached.

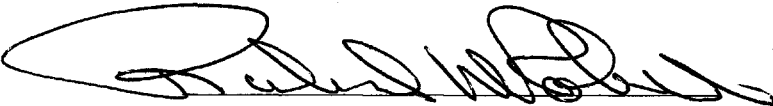
5. The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent.

COUNTY OF STANISLAUS, Richard W. Robinson, Chf. Exec. Ofcr.

Print Name (LESSOR/Landlord)

Dennis Cardozo

Print Name (LESSEE/Member of Congress)

  
LESSOR Signature

  
LESSEE Signature

1-7-09

(Date)

1-7-09

(Date)

From the Member's Office, who should be contacted with questions?

Name Lisa Montano Phone 202-225-7194 e-mail lisa.montano@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)

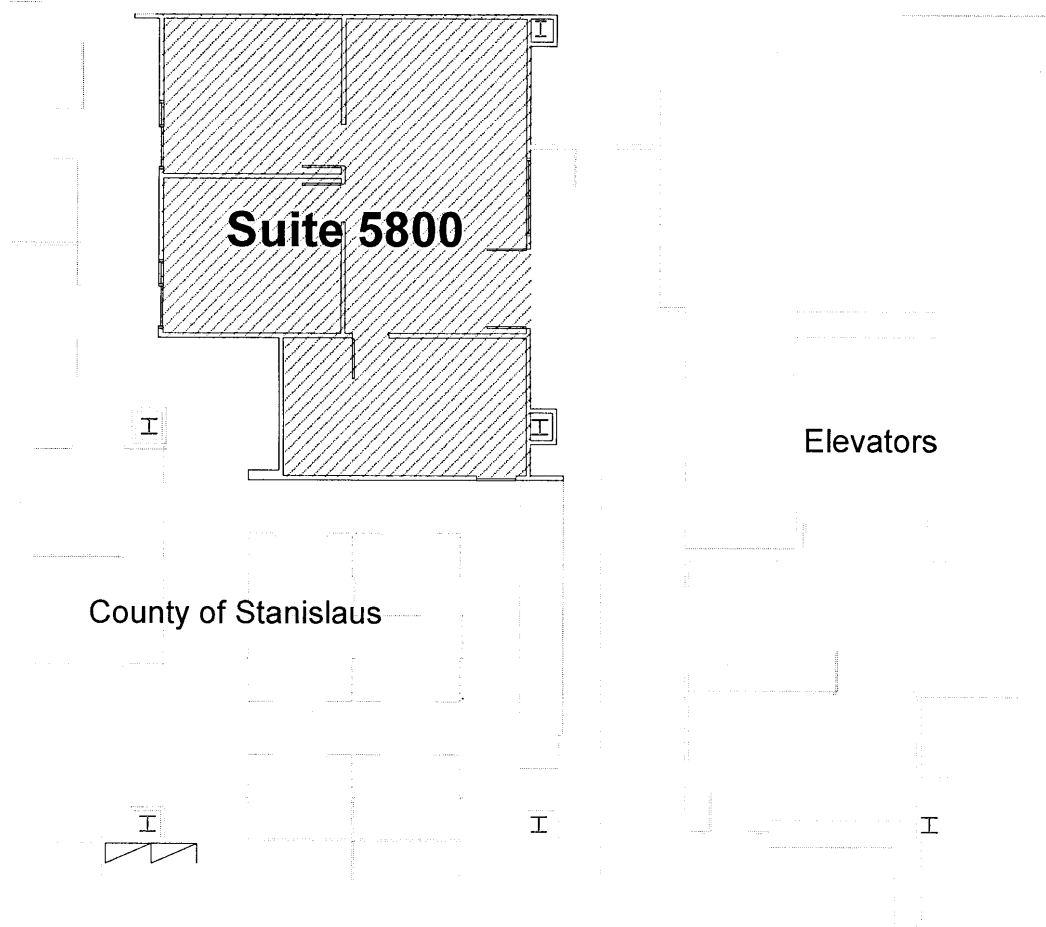
Send completed form to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999

JAN - 8 P 12:59

**Congressman Dennis Cardoza**  
**District Office**  
*1010 Tenth Street, Suite 5800, Modesto, California*

Exhibit A

City of Modesto



**LEASE BETWEEN THE COUNTY OF STANISLAUS  
AND CONGRESSMAN DENNIS CARDOZA  
AT TENTH STREET PLACE**

1. BASIC LEASE PROVISIONS:

- 1.1. PARTIES: This lease ("Lease"), dated as of December 31, 2006, is made by and between the County of Stanislaus and Congressman Dennis Cardoza (herein called "Tenant").
- 1.2. PREMISES: The Premises are approximately 780 square feet on the fifth floor of 1010 10<sup>th</sup> Street, Suite 5800, Modesto, California, 95354 (the "Premises"), more particularly described on Exhibit "A".
- 1.3. USE: The Premises shall be used for general office purposes and for no other purposes.
- 1.4. TERM: The term of this Lease begin on December 31, 2006 and shall terminate at the end of the constitutional term of the congress to which Tenant has been elected, unless such term is extended by holdover or mutual agreement.
- 1.5. RENT: Tenant shall pay to Landlord monthly rent in the amount of One Thousand Three Hundred Dollars (\$1,300.00), payable on the 1<sup>st</sup> day of each month throughout the term of this lease, and any holdover periods.
- 1.6. DISTRICT OFFICE LEASE ATTACHMENT. The U.S. House of Representatives District Office Lease Attachment is attached hereto as Exhibit "B" and incorporated herein by this reference.

2. THE PREMISES, CONFERENCE ROOM; PARKING:

- 2.1. PREMISES: Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord, subject to all of the terms and conditions set forth herein.
- 2.2. USE OF CONFERENCE ROOM: Tenant shall be entitled to the use of the conference room described on Exhibit "A" in accordance with scheduling procedures mutually agreed upon by Landlord and Tenant.
- 2.3. VEHICLE PARKING: So long as Tenant is not in default, and subject to the reasonable rules and regulations established by Landlord from time to time, Tenant shall be issued a parking pass for 4 parking spaces in the Tenth Street

Place Garage or the 9<sup>th</sup> Street Garage, as designated by Landlord, at no additional charge. Such spaces are not dedicated, and will be available on a first-come, first-served basis. This agreement does not create a license in the parking garage and is not intended to dedicate parking spaces to Tenant.

3. TERM: The term of the Lease is as set forth in paragraph 1.4 of the Basic Lease Provisions.
4. RENT: Tenant shall pay to Landlord the rent for the Premises as set forth in Paragraph 1.5 of the Basic Lease Provisions, without offset or deduction. Rent for any period during the term hereof which is for less than one month shall be prorated based upon the actual number of days of the calendar month involved. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.
5. UTILITIES. Landlord shall provide and pay for electricity, gas, water, and sewer service. Tenant shall reimburse the County for the cost of data and telecommunications services.
6. USE: The Premises shall be used and occupied only for the purposes set forth in paragraph 1.3 of the Basic Lease Provisions or any other use which is reasonably comparable to that use and for no other purpose. Tenant shall, at Tenant's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter become in effect. Tenant shall conduct its business in a lawful manner and shall not use or permit the use of the Premises in any manner that will tend to create waste or nuisance or tend to disturb other occupants of the 10<sup>th</sup> Street Place Project.
7. CONDITION OF PREMISES: Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date.
8. "AS IS" CONDITION: Except as otherwise provided in this Lease, Tenant hereby accepts the Premises in the condition existing as of the date that Tenant takes possession of the Premises, in an "as is" condition, and subject to all applicable laws and regulations, ordinances and regulations governing the use of the Building, and easements, covenants and restrictions of record. Tenant acknowledges that it has satisfied itself by its own independent investigation that the Premises are suitable for its intended use, and that neither Landlord nor Landlord's representatives or agents have made any representation or warranty as to the present or future suitability of the Premises for the Tenant's intended purposes.
9. POLICIES AND PROCEDURES. Tenant shall abide by the policies and procedures and the rules and regulations established from time to time by the County or the 10<sup>th</sup> Street Place Management Committee, including safety procedures, security procedures and

evacuation drills. Tenant shall be responsible for keeping the Premises in a good and clean condition, normal wear and tear excepted.

10. PROHIBITED USES: Tenant and its invitees shall not utilize the Premises in a manner which would violate the any rules or regulations relating to the 10<sup>th</sup> Street Place Project; including but not limited to operating or permitting the operation of any equipment or machinery in the Premises that could materially damage the Premises; blocking, impairing or impeding the efficient operation of the Building's heating, ventilation or air conditioning systems; overloading or otherwise placing an undue strain on the Building's electrical and mechanical systems; or damaging, overloading or corroding the Building's sanitary sewer system. Tenant shall not commit any waste in or around the Premises.
11. ALTERATIONS AND FIXTURES: Tenant shall not modify any portion of the Premises or make any new utility or data connections without the prior written consent of Landlord's Maintenance Director. The Maintenance Director may impose certain conditions to the approval of any alterations including but not limited to approval of plans and specifications. Alterations or any other equipment installed in the Premises by Tenant shall remain the property of Tenant and may be removed at the expiration of the Lease Term or any extension, provided that any damage to the Premises caused by the removal of fixtures or equipment shall be reasonably repaired by Tenant, and further provided that Landlord shall have the right to keep any fixtures or equipment that Tenant otherwise elects to abandon. Any fixtures that are not removed from the Premises by Tenant after the expiration of the Lease Term shall be deemed abandoned by Tenant and shall become the property of Landlord.
12. HAZARDOUS SUBSTANCES: Tenant agrees that any and all handling, transportation, storage, treatment, disposal or use of any hazardous substances shall fully be in accordance with all applicable laws and regulations.
13. ASSIGNMENT AND SUBLETTING: Except as otherwise approved in writing by Landlord, Tenant shall not voluntarily, involuntarily, or by operation of law, without the prior written consent of Landlord, sublet all or any part of the Premises or allow it to be sublet, occupied, or used by any person or entity other than Tenant; assign Tenant's interest in this Lease; mortgage or encumber the Lease, or otherwise use the Lease as a security device in any manner; or amend or modify an assignment, sublease, or other transfer that has been previously approved by Landlord.
14. DEFAULT: Each of the following shall constitute an event of default under this Lease: (i) Any party's failure to make any payment required under this Lease when due; (ii) the failure of any party to perform any of the covenants, conditions, or provisions of this Lease, where this failure continues for a period of thirty (30) days after written notice to the nonperforming party except the requirement to make payments to Landlord under this Lease; or (iii) the vacation or abandonment of the Premises by Tenant. Upon the

occurrence of an event of default, Landlord may avail itself of any rights and remedies available in law or equity.

15. ENTIRE AGREEMENT, INTERPRETATION: This Lease constitutes the entire agreement between Landlord and Tenant, and there are no agreements or representations between the parties except as expressed in this Lease. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect unimpaired. Time is of the essence under this Lease. No provision of this Lease shall be interpreted against a party by virtue of that party having drafted it.
16. WAIVER: No waiver by Landlord or Tenant of any provisions in this Lease shall be deemed a waiver of any other provision of this Lease. A party's consent to or approval of any act by the other party shall not waive the necessity for that party's consent to or approval of any subsequent act by the other party. Landlord's acceptance of Rent shall not be a waiver of any preceding breach of Tenant, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of the rent.
17. ENTRY: Landlord and its agents may enter the Premises at any reasonable time, and immediately in the case of emergency, for the purpose of inspecting the Premises; supplying any service to be provided by Landlord to Tenant; making necessary alterations, additions, or repairs; performing Tenant's obligations when Tenant has failed to do so after written notice from Landlord; placing on the Premises for sale or for lease signs; and responding to an emergency. Landlord shall have the right to use any means Landlord deems necessary and proper to enter the Premises in an emergency. Any entry into the Premises obtained by Landlord in accordance with this Paragraph shall not be a forcible or unlawful entry into the Premises, or an eviction, actual or constructive, of Tenant from the Premises.
18. EXHIBITS: The exhibits enumerated in this paragraph and attached to this Lease are incorporated herein by this reference and are to be construed as a part of this Lease.

Exhibit "A" -Description of Premises and Conference Room  
Exhibit "B" -District Office Lease Attachment

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:  
COUNTY OF STANISLAUS



Richard Robinson, Chief Executive Officer



Approved as to form:

M.H. Krausnick  
Michael H. Krausnick, Stanislaus County Counsel

TENANT.

By: [Signature]  
Congressman Dennis Cardoza

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

**District Office Lease Attachment**

(Page 1 of 3 - version 1.09)

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.

<u>Richard W. Robinson</u> Print Name (LESSOR / Landlord)	<u>Dennis Cardoza</u> Print Name (LESSEE / Member of Congress)
<u>[Signature]</u> LESSOR Signature	<u>[Signature]</u> LESSEE Signature
<u>12/31</u> , 200 <u>6</u> (Date)	<u>12/31/04</u> , 200 <u>6</u> (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 Counsel)

From the Member's Office, who should be contacted with questions?  
Name Lisa Mantavro Phone (209) 527-1914 e-mail lisa.mantavro@mail.house.gov