

# RESOLUTION TITLE: TO APPROVE LEASE AGREEMENT WITH CONGRESSMAN JEFF JACKSON, U.S. HOUSE OF REPRESENTATIVES, FOR A DISTRICT OFFICE IN THE COUNTY ADMINISTRATION BUILDING

- WHEREAS, the County of Gaston owns the Gaston County Administration Building located at 128 W. Main Avenue, Gastonia, NC, 28052; and,
- WHEREAS, Congressman Jeff Jackson, a Member of the U.S. House of Representatives, 14<sup>th</sup> District, wishes to lease approximately 450 square feet of office space, and approximately 3,785 square feet of shared common area space, in the Gaston County Administration Building; and.
- WHEREAS, the County of Gaston and the U.S. House of Representatives have agreed upon a lease, under which Congressman Jackson will hold the leased premises for the period beginning February 1, 2023 and ending January 31, 2024; and,
- WHEREAS, in consideration of leasing the County's office space, the lessee agrees to a monthly rent payment of \$1,750.00; and,
- WHEREAS, North Carolina General Statute § 160A-274 authorizes the County to enter into leases for real or personal property with other governmental units upon resolution of the County Commission adopted at a regular meeting.
- NOW, THEREFORE, BE IT RESOLVED that the Gaston County Board of Commissioners hereby approves the lease of the County property as described above, for the period beginning February 1, 2023, and ending January 31, 2024.
- BE IT FURTHER RESOLVED that the County Manager/Designee is authorized to execute any instruments necessary to the lease.

#### DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of actio taken by the Board of Commissioners as follows:									
NO.	DATE	M1	M2	CBrown	CCloninger	AFraley	BHovis	KJohnson TKeigner RWorley	Vote
2023-031	01/24/2023	вн	TK	Α	Α	Α	Α	A A A	U
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### District Office Lease — Instructions

## NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.

- The Member/Member-Elect is required to personally sign the documents.
- Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118<sup>th</sup> Congress ("Attachment"), to the Office of Administrative Counsel ("Administrative Counsel") via email in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.
- The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee's sole responsibility and are not reimbursable from the Member's Representational Allowance.

Instructions for completing the District Office Lease ("Lease"):

- Preamble Insert:
  - o Landlord's name; Landlord's address; and Member/Member-Elect's name
- Section 1 Insert:
  - o Square footage of the leased office (if known)
  - o Street address including city, state, and ZIP of the leased office
- Section 3 Insert:
  - o Date lease begins (must be on or after January 3, 2023)
  - o Date lease ends (must be on or before January 2, 2025)
- Section 4 Insert the amount of monthly rent. If there is no rent, insert "\$0.00". If rent is not constant over the lease term, insert "See Section 11" and note any rent variations in Section 11.
- Section 5 Insert the number of days' notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter "N/A" in this blank.
- Section 11 Insert any additional lease provisions.

**Note:** Sections 1-9, other than filling in the blanks, may not be altered or deleted.

## U.S. House of Representatives

Washington, D.C. 20515

## **District Office Lease**

(Page 1 of 3 - 118th Congress)

modif	fied from time to time by Committee	Regulations of the Committee on House Administration (as the Order) relating to office space in home districts, Gaston
Cour		128 W. Main Avenue, Gastonia, NC 28052 (Landlord's street address, city, state, ZIP code)
/cc <b>r</b>	(Landlord's name)	
	sor"), and Jeff Jackson	, a Member/Member-Elect of the U.S. House of
Repre	esentatives ("Lessee"), agree as followers	OWS;
1.	<b>Location.</b> Lessor shall lease to 128 W. Main Avenue	Lessee square feet of office space located at
		(Office street address)
	in the city, state and ZIP code of	Gastonia, NC 28052
	•	(Office city, state and ZIP)
2.		be entitled to receive and Lessor shall be required to provide the of the District Office Lease Attachment ("Attachment")
3.	2023 and ending January 31 may not exceed two (2) years an	Id the leased premises for the period beginning February 1, 2024. The term of this District Office Lease ("Lease") d may not extend beyond January 2, 2025, which is the end of ngress to which the Member is elected.
4.	<b>Rent.</b> The monthly rent shall be last day of each calendar month. for any fraction of a month of or	\$1,750 , and is payable in arrears on or before the Rent payable under this Lease shall be prorated on a daily basis cupancy.
5.	written notice to the other party.	may be terminated by either party giving 30 days' prior. The commencement date of such termination notice shall be the if mailed, the date such notice is postmarked.
6.		his Lease, rent payments under <u>Section 4</u> of this Lease shall be ief Administrative Officer of the U.S. House of Representatives ssee.
7.	attached hereto is incorporated h	ent for 118th Congress. The District Office Lease Attachment erein by reference, and this Lease shall have no force or effect an executed District Office Lease Attachment for the 118th
8.		be executed in any number of counterparts and by facsimile med to be an original but all of which together shall be deemed nt.

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.

9.

## **District Office Lease**

(Page 2 of 3 - 118th Congress)

- **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.
- Other. Additionally, the Lessor and the Lessee agree to the following:
  Lessor and Lessee agree that common space is available for use including restrooms, waiting areas and break rooms. Larger meeting spaces are available on a first-come, first served basis subject to use by County departments within the building.

[Signature page follows.]

## **District Office Lease**

(Page 3 of 3 - 118th Congress)

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.

Gaston County Government			
Print Name of Lessor/Landlord/Company	Print Name of Lessee		
By: Pay Mull			
Lessor Signature Name: Roy Maxwell Title: Infrastructure & Asset Manager	Lessee Signature		
Name: They Maxwell			
Title: Infrastructure & Asket Marager			
1/13/23			
Date	Date		

## District Office Lease Attachment-Instructions

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

## THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- The Member/Member-elect is required to personally sign the documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee's sole responsibility and are not reimbursable from the Members' Representational Allowance.
- Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

## **District Office Lease Attachment**

(Page 1 of 5 - 118th Congress)

#### SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

į	* Interior Wiring CAT 5e or Better within Leased Space.
To be co	mpleted by the Lessor (optional amenities):
	Amenities are separately listed elsewhere in the Lease.  The below checklist can be left blank if the above box is checked.)
The Leas	se includes (please check and complete all that apply):
į	Lockable Space for Networking Equipment.
Ι	☐ <u>Telephone Service Available</u> .
į	Parking. Assigned Parking Spaces
	Unassigned Parking Spaces
	☐ General Off-Street Parking on an As-Available Basis
ď	<u>Utilities</u> . Includes: water, sewer, electric, area lights, natural gas
Ė	Janitorial Services. Frequency: Daily
Ę	<u>Trash Removal</u> . Frequency: Daily from offices, weekly dumpster service
į	Carpet Cleaning. Frequency: Vacuum daily
	☐ Window Washing. ☐ Window Treatments.
į	Tenant Alterations Included In Rental Rate.
į	After Hours Building Access.
	Office Furnishings. Includes:
	☐ <u>Cable TV Accessible</u> . If checked, Included in Rental Rate: ☐ Yes ☐ No
į	Building Manager. ☐ Onsite ☐ On Call Contact Name: Dan Ziehm, PE

#### **District Office Lease Attachment**

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## SECTION B (Additional Lease Terms)

- 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 (the "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 (the "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 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 the last page of this Attachment.
- **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, U.S. House of Representatives, 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

#### District Office Lease Attachment

(Page 3 of 5 - 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

- 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 118th 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, Attn: Kellie Wilson, via e-mail at <a href="FCLeasePayments@mail.house.gov">FCLeasePayments@mail.house.gov</a>, and with the Administrative Counsel by e-mail at <a href="leases@mail.house.gov">leases@mail.house.gov</a>.
- 11. Assignments. Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at <a href="leases@mail.house.gov">lease</a> and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
- 12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at <a href="leases@mail.house.gov">leases@mail.house.gov</a>.
- 13. Bankruptcy and Foreclosure. In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at <a href="fcleasePayments@mail.house.gov">fcleasePayments@mail.house.gov</a>, and with Administrative Counsel by e-mail at leases@mail.house.gov.
- 14. 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 require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at <a href="mailto:leases@mail.house.gov">leases@mail.house.gov</a>.
- 15. 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.
- 16. 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

### **District Office Lease Attachment**

(Page 4 of 5 - 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

- 17. 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 <u>Sections 15</u> and <u>16</u>.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- **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.
- 23. 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.
- 24. 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.
- **25. 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.
- 26. 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).
- **District Certification.** The Lessee certifies that the office space that is the subject of the Lesse is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

## **District Office Lease Attachment**

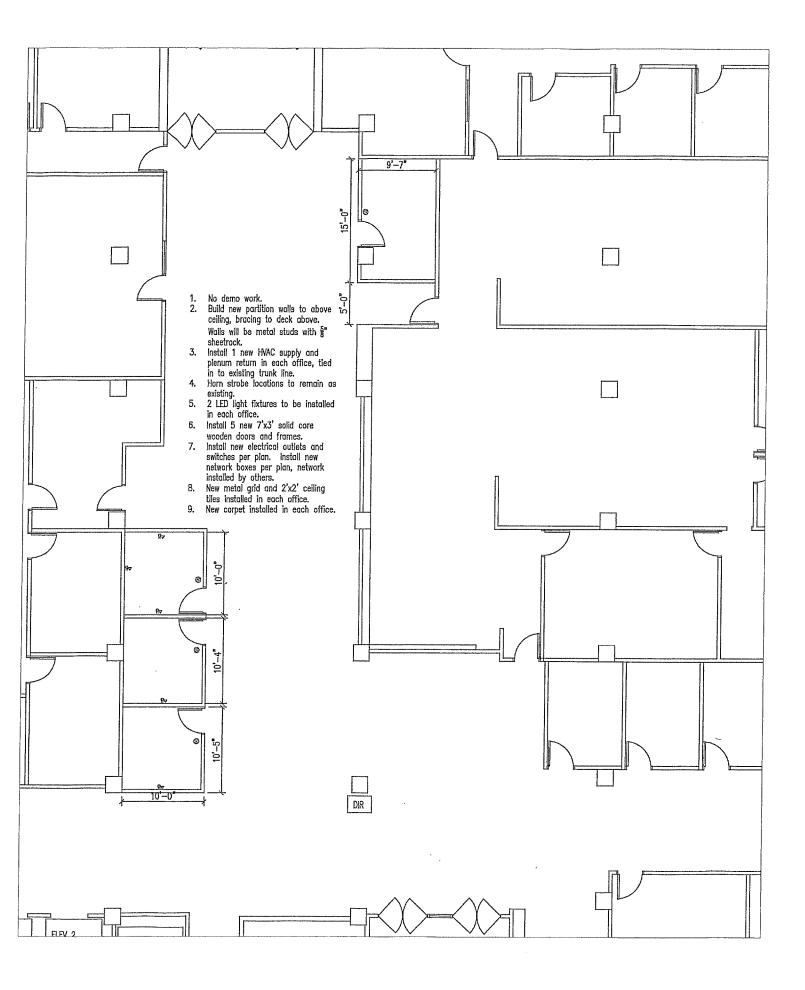
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- **28. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **Section Headings.** 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.

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.

Gaston County Government

Prin	t Name of Lessor/Landlord	$I^{\cdot}$	Print Name of Lessee		
Ву: _	Ray None				
	Lessor Signature		Lessee Signature		
]	Name: Ray Macwell				
,	Name: Ray Macwell Fitle: It is tructure & Asset Manager				
	1/13/23				
	Date		Date		
From the Member	's Office, who is the point of contact	for questions?			
Name	Phone ()	E-mail	@mail.house.gov		
	ffice Lease Attachment and the uant to Regulations of the Com		ent have been reviewed and are tion.		
Signed		Date	, 20		
	(Administrative Couns	el)			





## **Gaston County**

Gaston County Board of Commissioners www.gastongov.com

# Public Works Board Action

File #: 23-015

Commissioners Brown & Hovis - Public Works - To Approve Lease Agreement with Congressman Jeff Jackson, U.S. House of Representatives, for a District Office in the County Administration Building

#### STAFF CONTACT

Dan Ziehm - Public Works Director

#### **BUDGET IMPACT**

N/A

#### **BUDGET ORDINANCE IMPACT**

N/A

#### **BACKGROUND**

Congressman Jeff Jackson, 14<sup>th</sup> District, U.S. House of Representatives, has requested to lease office space for a district office totaling approximately 450 square feet on the first floor of the Gaston County Administration Building, 128 W. Main Avenue, Gastonia, NC.

#### **POLICY IMPACT**

N/A

#### **ATTACHMENTS**

Laserfiche Users

**Resolution & Agreement** 

DO NOT TYPE BELOW THIS LINE I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows: KJohnson **RWorley** Vote **BHovis CCloninger AFraley** DATE M2 **CBrown** NO. Α U Α Α Α 01/24/2023 BH TK Α 2023-031 **DISTRIBUTION:**