

# Attachment C

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## REAL PROPERTY LEASE AGREEMENT



THIS LEASE ("Lease") is made by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, ("LESSOR") and **Jimmy Panetta, 20<sup>th</sup> District Congressman, a Member of the United States House of Representatives**, a public agency ("LESSEE"), sometimes collectively referred to as "the Parties" and is effective as of the last date set forth beneath the respective signatures below.

### RECITALS

**WHEREAS**, LESSEE is a public agency serving the needs of constituents of the 20<sup>th</sup> Congressional District of the United States House of Representatives which includes all of Monterey and San Benito Counties, and parts of Santa Clara and Santa Cruz Counties.

**WHEREAS**, the main purpose of this Lease is to provide LESSEE with administrative office space to effectively serve the constituents of the 20<sup>th</sup> Congressional District of the United States House of Representatives which serves a public purpose.

**NOW THEREFORE**, in mutual consideration of the covenants, terms, and conditions set forth in this Lease, LESSOR and LESSEE hereby agree as follows:

1. **DESCRIPTION OF PREMISES:** LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, a portion of that certain real property and its appurtenances, situated at **142 West Alisal Street, East Wing, Salinas, California 93905** (hereinafter, "the Building") and described as follows: General office space consisting of the *exclusive use* of approximately **2,390** square feet of office space, located on the **first floor** of the Building, identified as **Room E-116**, and *permissive use* of approximately **180** square feet of storage space identified as **Room E-114** as designated in **Exhibit A – DESCRIPTION OF PREMISES** attached and incorporated by this reference (hereinafter, "the Premises"). Tenant Improvements to be installed at the Premises which shall be paid for by the LESSEE are set forth in **Exhibit A.1 – TENANT IMPROVEMENTS – LESSEE'S COSTS**, attached and incorporated by this reference. As a condition precedent to taking possession of the Premises, LESSEE has requested that certain improvements be made to the Premises by LESSOR at LESSOR's cost. Agreed upon Tenant Improvements, to be installed by LESSOR, at LESSOR's cost, are set forth in **Exhibit A.2 – TENANT IMPROVEMENTS – LESSOR'S COST**, attached and incorporated by this reference.

In addition to the Premises, LESSEE shall also have the *non-exclusive right* to use, in common with other tenants and occupants of the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, common walkways and sidewalks necessary for access to the Premises, *and a non-exclusive right to use Room E-118 as a common area*

*Conference Room, subject to availability.* Room E-118 is depicted in **Exhibit A – DESCRIPTION OF PREMISES** to show the location of said common area Conference Room.

2. **TERM:** The term of this Lease shall commence *retroactively with a commencement date of three (3) months prior to the effective date of this Lease* and continue through and including **January 2, 2021**, unless otherwise terminated sooner pursuant to the terms of this Lease. For purposes of this Lease, “effective date” is defined as the last date set forth beneath the respective signatures below. The Parties understand and agree that the Premises has been held for LESSEE by LESSOR since on or about **January 2019** and that LESSOR shall install TENANT IMPROVEMENTS as set forth in **Exhibit A.2.** at LESSOR’s cost; therefore, in order to offset LESSOR’s cost for LESSEE requested TENANT IMPROVEMENTS, the parties understand and agree that the term of this Lease shall commence *retroactively with a commencement date of three (3) months prior to the effective date of this Lease* and continue through and including **January 2, 2021**, unless otherwise terminated sooner pursuant to the terms of this Lease. Further, the Parties understand and agree that LESSEE will continue renting the Premises from LESSOR conditioned upon LESSEE’s reelection to Congress. Any holding over by the LESSEE after the expiration of the term will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease.

3. **RENT:** LESSEE shall pay LESSOR as monthly rent the sum of **Two Thousand Four Hundred Dollars (\$2,400.00)** payable on or before the end of each calendar month pursuant to paragraph 5, of SECTION B (Additional Terms and Conditions) of the U. S. House of Representatives District Office Lease Attachment set forth in **Exhibit B – District Office Lease Attachment**, attached and incorporated by this reference. This is a “**modified gross full service**” rent amount which includes utilities, trash collection and other services noted in **Exhibit C – SUMMARY OF SERVICES AND UTILITIES.** If the rent commencement date is other than the first day of a calendar month, then rent for that month shall be prorated on a daily basis. Rent shall be payable to LESSOR at the address specified in Paragraph 16 (Notices) or at such other address as LESSOR may from time to time designate in writing. *The parties understand and agree that rent shall be due retroactively with a commencement date of three (3) months prior to the effective date of this Lease*

LESSOR reserves the right to renegotiate the monthly rent for LESSEE’s occupancy of the Premises after January 2, 2021 to reflect up to the then current market rent for commercial real estate office space in the Salinas California area.

4. **DELIVERY OF PREMISES:** LESSOR agrees to deliver to the LESSEE physical possession of the Premises upon the effective date of this Lease, subject to the installation and completion of the agreed upon Tenant Improvements set

forth in EXHIBIT A.1 and EXHIBIT A.2, whichever date or event occurs later, and free and clear of all tenants and occupants, but subject to the non-exclusive rights of other tenants and occupants of the Building. If any conflict between this Paragraph 4. **DELIVERY OF PREMISES** and Paragraph 2. **TERM** exists, the terms of Paragraph 2. **TERM** shall prevail.

5. **TERMINATION**: LESSOR and LESSEE shall have the right to terminate this Lease for any reason, or for no reason, upon no less than thirty (30) days prior written notice to the other party.

Upon termination of this Lease, LESSEE shall return the Premises in the same condition as when delivered, reasonable wear and tear, and damage by casualty or condemnation, and alterations approved by LESSOR, excepted.

In the event the LESSEE defaults in the payment of rent when due, the LESSOR shall forward notice in writing of such default to the LESSEE, and failure of the LESSEE to cure such default within thirty (30) days after the receipt of such notice shall, at the option of the LESSOR, constitute a default and allow for the termination of the Lease with three (3) days written notice to LESSEE.

If the Premises are destroyed by fire or other casualty, either in whole or in part, either party may terminate this Lease by giving three (3) days written notice.

If any part of the Premises is taken or condemned for a public or quasi-public use by an entity other than LESSOR, then this Lease shall terminate as of the date title shall vest in the condemning entity, if no earlier notice is given, as provided in this Lease. LESSOR shall have no responsibility for any relocation benefits as the result of such condemnation. LESSEE expressly disclaims all rights and interests in the Lease or its value in the event of condemnation; all such rights, interests and entitlement to compensation shall accrue to LESSOR.

6. **USE**: The Premises shall be used by the LESSEE for general office purposes.

LESSEE'S use of the Premises, as provided in this Lease shall be in accordance with the following:

- a) LESSEE shall not use the Premises for any private commercial gain such as, but not limited to, rental activities or commercial sales.
- b) LESSEE shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.
- c) LESSEE shall comply with any and all laws and regulations concerning the Premises and/or LESSEE'S use of the Premises.

- d) LESSEE shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties or other occupants of the Building.
  - e) LESSEE shall not use or permit the use of Hazardous Substances on the Premises. As used herein, "Hazardous Substances" means hazardous or toxic substances such as asbestos, leads, toxic mold spores, PCBs or volatile organic chemicals.
  - f) LESSEE shall not install any major appliances, such as vending machines, refrigerators, stoves or other machinery larger than a microwave and/or personal computer.
  - g) LESSEE shall not modify the Premises, or undertake any construction on the Premises, without the written consent of LESSOR, which consent may be refused, but will not be unreasonably withheld, in the sole discretion of LESSOR.
  - h) LESSOR shall have the right to establish and enforce reasonable rules and regulations applicable to the management, maintenance, use and operation of the Building. LESSEE shall comply with said rules and regulations applicable to the management, maintenance, use and operation of the Building as may be established by LESSOR and as may be amended by LESSOR from time to time.
  - i) LESSEE to contact Public Works Facilities at 831-755-4744 to be processed for access key card(s) to the Building with photo identification, and exclusive and non-exclusive parking permits prior to occupancy. All access point privileges and any exclusive and non-exclusive parking spaces shall be subject to LESSOR'S approval. **LESSOR to provide LESSEE with ten (10) keys to the Premises. Access security equipment other than keys to the Premises to be the responsibility of the LESSEE. In the event rekeying is necessary, it shall be paid for by LESSEE.**
7. **LESSOR'S ENTRY ON PREMISES:** LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times with reasonable advance notice (except in cases of emergency), for any reasonable purpose including but not limited to the following:
- a) To determine whether the Premises are in good condition and whether LESSEE is complying with its obligations under this Lease.
  - b) To do any necessary maintenance and to make any restoration to the Premises that LESSOR has the right or obligation to perform.
8. **SERVICES AND UTILITIES:** LESSOR will provide LESSEE with a fair share portion of the facility services, including electricity, sewer, heating, water, janitorial services and trash disposal, as shown on the matrix attached as **Exhibit C – SUMMARY OF SERVICES AND UTILITIES** attached hereto and

incorporated by this reference. The cost of these services are included in the “**modified gross full service**” rental amount.

9. **TELEPHONE, VIDEO SURVEILLANCE AND SIGNAGE:** LESSEE shall provide for and pay for all telephone services and installations, including fax services and computer-related data line services and installations for the Premises. **LESSEE shall provide and pay for video surveillance installation, equipment and services for the Premises above and beyond what is currently in and around the Building. LESSEE shall provide and pay for LESSEE specific signage for the Premises and Building. Said signage shall be approved by LESSOR prior to installation.**

10. **MAINTENANCE:** LESSEE shall be responsible for all costs to repair or correct any damage or damages to the Building or Premises caused by its employees, contractors or invitees. LESSEE shall immediately notify LESSOR of any damage or damages to the Building or Premises caused by its employees, contractors or invites. Repair and maintenance of the Premises for reasonable wear and tear shall be provided by the LESSOR.

11. **LESSOR LIABILITY:**

LESSOR shall not be liable to LESSEE, for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Premises or the Building, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise; provided that LESSOR shall not be relieved from any of its obligations for maintenance and repair as otherwise set forth in this Lease.

12. **LESSEE INSURANCE:**

The United States Government acts as a self-insurer pursuant to the terms of the Federal Tort Claims Act as may be amended from time to time. See Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2401(b), 2671-2680 as may be amended from time to time which is incorporated by this reference.

13. **LIENS:** LESSEE agrees to keep the Premises free from liens of every character, and in the event any liens for labor or materials should arise during the term thereof on account of any act or omission by LESSEE, LESSEE agrees forthwith to discharge and pay the same.

14. **ABANDONMENT:** If LESSEE abandons the Premises, or ceases the provision of services described in Paragraph 6 (USE), for a period of thirty (30) days or more, LESSOR may terminate the Lease with three (3) days written notice to LESSEE.

15. **WAIVER:** The waiver, of LESSOR or LESSEE, of any covenant or condition herein, shall not vitiate the same or any other covenant or condition contained herein, and terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.
16. **NOTICES:** Any notice which either party desires or is required to give to the other party shall be in writing and either served personally or sent by registered or certified mail, at the address set forth below:

| <b>LESSOR:</b>  | <b>LESSEE:</b>   |
|---|--|
| COUNTY OF MONTEREY  | Jimmy Panetta<br>20 <sup>th</sup> District Congressman   |
| Attention: Real Property Specialist<br>1441 Schilling Place, South, 2 <sup>nd</sup> Floor<br>Salinas, California 93901<br>Phone: 831-755-4800<br>Fax: 831-755-4958<br>Email: <a href="mailto:salcidog@co.monterey.ca.us">salcidog@co.monterey.ca.us</a> | <p><i>Current:</i><br/>Attention: Kathleen Lee, District Director<br/>Office of Congressman Jimmy Panetta (CA-20)<br/>100 W. Alisal Street<br/>Salinas, California 93901<br/>Phone: 831-424-2229<br/>Fax: 831-424-7099<br/>Email: <a href="mailto:kathleen.lee@mail.house.gov">kathleen.lee@mail.house.gov</a></p> <p><i>Premises:</i><br/>Attention: Kathleen Lee, District Director<br/>142 West Alisal Street, East Wing, 1st Floor<br/>Salinas, California 93905<br/>Phone: 831-424-2229<br/>Fax: 831-424-7099<br/>Email: <a href="mailto:kathleen.lee@mail.house.gov">kathleen.lee@mail.house.gov</a></p> |

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after notice is mailed. Correspondence other than notices may be given by phone, regular mail, email or facsimile. Any correspondence sent by facsimile shall also be sent by United States mail if requested by either party. By written notice to the other, either party may change its mailing address or correspondence information.

17. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign or sublet all or any portion of the Premises without the prior written consent of LESSOR, which consent may be withheld in LESSOR'S complete discretion.
18. **SUCCESSORS AND ASSIGNS:** Subject to the restriction on assignment hereinabove written, this Lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall inure to the benefits of their heirs, legal representatives, successors and assigns of the respective parties hereto.



19. **WAIVERS OF SUBROGATION:** LESSOR and LESSEE each hereby waive any right of recovery against the other due to loss or damage to the property of either LESSOR or LESSEE when such loss of or damage to property arises out of the acts of God or any commercial property perils whether or not such perils have been insured, self-insured or non-insured.
20. **NO AMENDMENTS:** No oral amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.
21. **DESIGNATION OF AUTHORITY:** The Deputy Director of Public Works and Facilities is hereby authorized to deliver approvals or consents as are required by this Lease, on behalf of the LESSOR upon the terms specified above. Any consents or approvals required under this Lease shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. LESSOR agrees to give reasonable consideration to requests by LESSEE for extensions of any time deadlines imposed under this Lease, provided that it is determined that the overall feasibility of the objectives of this Lease is not in jeopardy.
22. **INVALIDITY:** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
23. **WARRANTY OF AUTHORITY:** Any individual executing this Lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.
24. **TIME IS OF THE ESSENCE:** Time is of the essence of each term and provision of this Lease.
25. **EVIDENCE OF SEISMIC ADEQUACY:** The building containing the Premises underwent a complete remodel after January 1, 1973, as evidenced by official documentation from the City of Salinas Building Department as shown in **Exhibit D – EVIDENCE OF SEISMIC ADEQUACY** attached hereto and incorporated by this reference.
26. **UNITED STATES HOUSE OF REPRESENTATIVES DISTRICT OFFICE LEASE ATTACHMENT FOR 116<sup>TH</sup> CONGRESS:** This Lease shall be subject to the provisions outlined in **Exhibit B – DISTRICT OFFICE LEASE ATTACHMENT** attached hereto and incorporated by this reference.
27. **EXHIBITS:** In the event of any conflict between this Lease and **Exhibits A, A.1, A.2, C and D** attached hereto, the provisions of this Lease shall control. In the

event of any conflict between this Lease and **Exhibit B** attached hereto, the provisions of **Exhibit B** shall control.

28. **LESSOR'S STATEMENT REGARDING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT:**

Pursuant to California Civil Code Section 1938 (a), LESSOR represents that the Premises [ ] has [X ] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of LESSOR's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of the Lease Agreement which have impacted the subject premises' compliance with construction related accessibility standards, LESSOR shall provide, prior to execution of the Lease Agreement, a copy of any report prepared by the CASp with an agreement from LESSEE that information in the report shall remain confidential, except as necessary for the LESSEE to complete repairs and corrections of violations of construction related accessibility standards that the LESSEE agrees to make.

Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the LESSOR, unless otherwise mutually agreed upon by LESSOR and LESSEE. LESSEE shall have the opportunity to review any CASp report prior to execution of the Lease. If the report is not provided to the LESSEE at least 48 hours prior to execution of the Lease Agreement, LESSEE shall have the right to rescind the Lease, based upon the information contained in the report, for 72 hours after execution of the Lease Agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, LESSOR shall provide a copy of the current disability access inspection certificate and any inspection report to LESSEE not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the Lease Agreement.


Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, LESSOR shall state the following on the Lease Agreement:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease which is effective as of the last date set forth beneath the respective signatures below.

**LESSOR: County of Monterey**

By:   
Michael R. Derr

Title: Contracts/Purchasing Officer

Date: 10-30-19

**APPROVED AS TO FORM & LEGALITY:**

Office of the County Counsel-Risk Management

Leslie J. Girard, County Counsel-Risk Manager

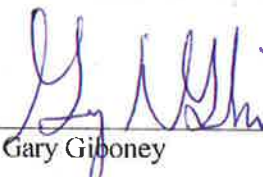
By:   
Mary Grace Perry

Title: Deputy County Counsel

Date: 10-25-2019

**APPROVED AS TO FISCAL PROVISIONS:**

Auditor-Controller

By:   
Gary Giboney


Title: Chief Deputy Auditor-Controller

Date: 10-25-19

**APPROVED AS TO INDEMNIFICATION AND INSURANCE PROVISIONS:**

Office of the County Counsel-Risk Management

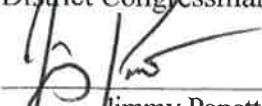
Leslie J. Girard, County Counsel-Risk Manager

By:   
Mary Grace Perry

Title: Deputy County Counsel

Date: 10-25-2019

**LESSEE: Jimmy Panetta**  
20<sup>th</sup> District Congressman

By:   
Jimmy Panetta

Title: 20<sup>th</sup> District Congressman

Date: 11/8/19

**APPROVED AS TO FORM & LEGALITY:**

By:   
Cecilia Daly

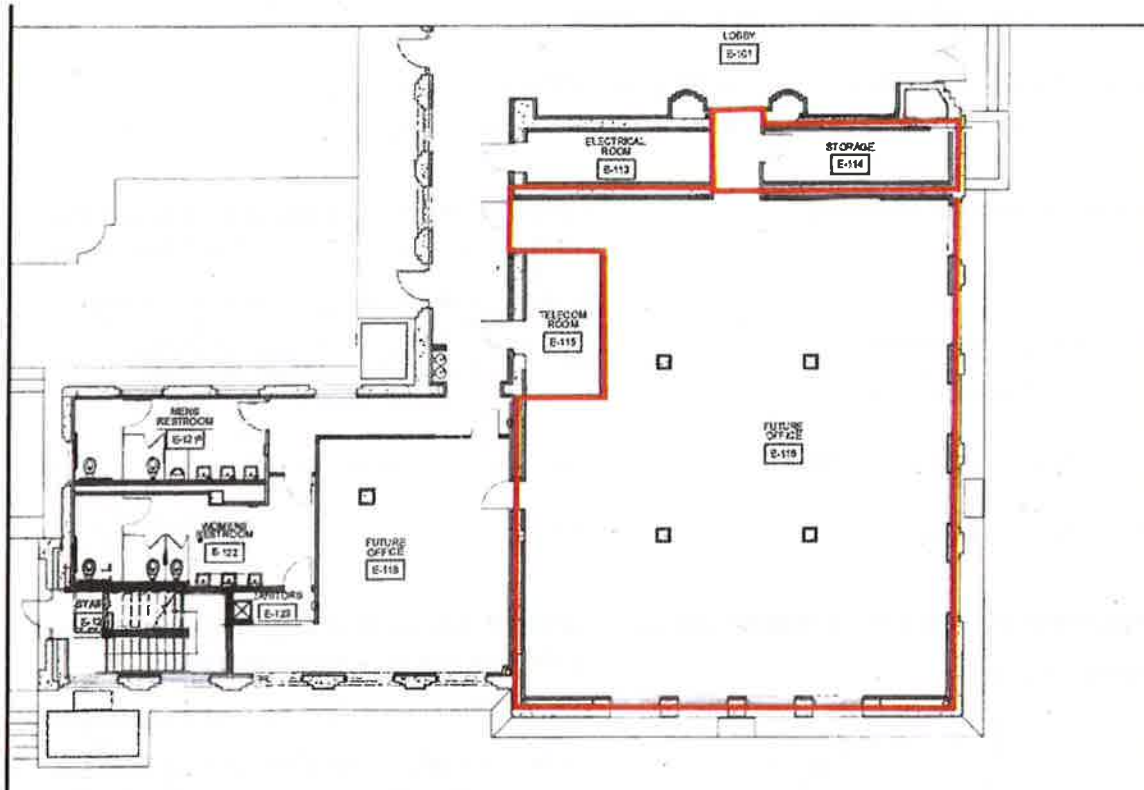
Title: Associate Administrative Counsel

Date: Nov 13, 2019



# Exhibit A

## DESCRIPTION OF PREMISES



**Exhibit A.1**  
**TENANT IMPROVEMENTS – FEDERAL FUNDS**

- Directional Signs
- New furniture purchase
- Disassemble, move, and reassemble existing furniture
- Data and electrical for workstations
- Additional security measures such as controlled access card reader system and panic buttons

**Exhibit A.2**  
**TENANT IMPROVEMENTS – LESSOR'S COST**

- Office layout and design and project management
- Surplus office furniture donation

## **Exhibit B**

### **DISTRICT OFFICE LEASE ATTACHMENT**

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A

(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and 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 Member/Member-elect:

- Checked box: The leased space will serve as my flagship (primary) District Office.
Unchecked box: The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- Checked box: Amenities are separately listed elsewhere in the Lease. (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply): (Items marked with an asterisk and in bold are required for ALL district offices for the 116th Congress.)

- Checked box: \* Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.). (Check broadband status by entering the leased space address at https://broadbandmap.fcc.gov. The parties should also directly discuss broadband status.)

- Checked box: \* Interior Wiring CAT 5e or Better within Leased Space.

- Unchecked boxes: Lockable Space for Networking Equipment, Telephone Service Available, Parking, Assigned/Unassigned/General Off-Street Parking Spaces

- Unchecked boxes: Utilities, Janitorial Services, Trash Removal, Carpet Cleaning, Window Washing/Treatments, Tenant Alterations, After Hours Building Access, Office Furnishings, Cable TV Accessible, Building Manager, Onsite/On Call, Contact Name, Phone Number, Email Address

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



## **District Office Lease Attachment**

(Page 2 of 5 – 116th Congress)

### **SECTION B** **(Additional Terms and Conditions)**

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 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 the last page 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)

## **District Office Lease Attachment**

(Page 3 of 5 – 116th Congress)

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.

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 116th 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, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
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 the Administrative Counsel by e-mail at leases@mail.house.gov.
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 promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the 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 the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

## **District Office Lease Attachment**

(Page 4 of 5 – 116th Congress)

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 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 Sections 15 and 16.
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.
22. **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.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.*

*Copies may also be faxed to 202-225-6999.*

### District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

- 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).
- 27. **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.
- 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.
- 29. **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.

APPROVED AS TO FORM  
BY: *[Signature]*  
MONTEREY COUNTY COUNSEL  
Deputy

County of Monterey  
*Print Name of Lessor/Landlord*

Jimmy Panetta, Congressman  
*Print Name of Lessee*

By: *[Signature]*  
*Lessor Signature*  
Name: *Michael P. Derr*  
Title: *Contracts/Purchasing officer*

*[Signature]*  
*Lessee Signature*

*10-20-19*  
Date

*11/8/19*  
Date

From the Member's Office, who is the point of contact for questions?  
Name Kathleen Lee 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 *[Signature]* Date *Nov 13*, 20 *19*  
(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.

## Exhibit C

### SUMMARY OF SERVICES AND UTILITIES

The following is a summary of services and utilities responsibilities of LESSOR and LESSEE for the proposed use of the Premises:

|   | N/A | LESSOR | LESSEE |
|---|-----|--------|--------|
| Provide adequate paper supplies, dispensers, and waste and recycling containers for the tenants Premises  |     | X      |        |
| Provide adequate custodial service for interior of the Premises (dust, waste removal, recycling removal, vacuum, mop and general cleaning)  |     | X      |        |
| Provide adequate custodial service for exterior of the Premises and common areas  |     | X      |        |
| Professionally clean interior Premises' carpets, rugs, tile and linoleum flooring as deemed necessary   |     | X      |        |
| Professionally clean existing drapes, blinds, and window shades as deemed necessary   |     | X      |        |
| Professionally clean interior windows as deemed necessary   |     | X      |        |
| Professionally clean exterior windows as deemed necessary   |     | X      |        |
| Provide adequate pest control for the interior of the Premises  |     | X      |        |
| Provide adequate pest control for exterior of Premises  |     | X      |        |
| Provide adequate landscape maintenance and gardening (including landscape irrigation system and associated water supply and service)  |     | X      |        |
| Provide adequate parking lot area sweeping  |     | X      |        |
| Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum) disposal and pick up service of interior Premises  |     | X      |        |
| Provide adequate fire sprinkler systems testing   |     | X      |        |
| Provide adequate fire alarm systems monitoring  |     | X      |        |
| Provide adequate intrusion/security alarm systems monitoring of Building. <b>Intrusion/security alarm systems monitoring of the Premises is the responsibility of the LESSEE.</b> |     | X      |        |
| Provide adequate patrolled security guard service to the Building only  |     | X      |        |
| Provide adequate heating, ventilation & air conditioning (HVAC) systems filter replacements, unit inspections and unit lubrications   |     | X      |        |
| Provide adequate servicing of uninterrupted power source (UPS)  |     | X      |        |
| Provide adequate servicing of power back up generator (excludes any power back up generator provided by LESSEE)   |     | X      |        |
| Provide adequate gas utility service  |     | X      |        |
| Provide adequate electric utility service   |     | X      |        |
| Provide adequate water utility service  |     | X      |        |
| Provide adequate telephone and data service (including connection charges and installations)  |     |        | X      |
| OTHER:  |     |        |        |

# Exhibit D

## EVIDENCE OF SEISMIC ADEQUACY

### County of Monterey Building Services Department Inspection Card

Permit No. 16CP02075

Revision: \_\_\_\_\_

Office (831) 755-5025  
www.co.monterey.ca.us/building



ALL PLAN REVISIONS MUST BE APPROVED BY THE COUNTY BEFORE PROCEEDING WITH THE CHANGE

| POUR NO CONCRETE UNTIL ALL GROUND WORK IS SIGNED OFF |      |         | DO NOT COVER INTERIOR UNTIL ALL ITEMS ARE SIGNED OFF BELOW |      |         | DO NOT COVER WORK UNTIL INSPECTED AND SIGNED OFF |      |      |
|--|------|---------|--|------|---------|--|------|------|
| Type   | Insp | Date    | Type   | Insp | Date    | Type   | Insp | Date |
| <b>GROUND WORK</b>                                   |      |         | <b>FRAMING</b>   |      |         | <b>MASONRY FIREPLACES</b>                        |      |      |
| 110 Settlement                                       |      |         | 242 Rough Sprinkler  |      |         | 210 Foundation                                   |      |      |
| 111 Foundation/Footings                              | JH   | 4/22/18 | 180 Rough Framing  | mrc  | 5/30/18 | 211 Throat/Damper                                |      |      |
| 112 Hold downs                                       |      |         | 181 Rough Plumbing   |      |         | 212 Fire Box                                     |      |      |
| 113 Stemwalls  |      |         | 182 Rough Mechanical                                       |      |         | 213 1 <sup>st</sup> Lift - Fireplace             |      |      |
| 114 Caissons   |      |         | 163 Rough Electrical                                       |      |         | 214 2 <sup>nd</sup> Lift - Fireplace             |      |      |
| 115 Slab   | mrc  | 4/28/18 | 184 Rough Gas  |      |         | 215 Chimney/Flue                                 |      |      |
| 116 Slab - Garage                                    |      |         | 165 T-Bar Ceiling  |      |         | 218 Final Lift - Fireplace                       |      |      |
| 117 Piers  |      |         | 166 Hydronic Tubing  |      |         | 219 Seismic Straps                               |      |      |
| 118 Grade Beams                                      |      |         | <b>INSULATION</b>  |      |         | 221 Hearth                                       |      |      |
| 119 Concrete Encased Electrode Ground                |      |         | 170 Wall Insulation  |      |         | <b>MISC. INSPECTIONS</b>                         |      |      |
| <b>MASONRY CMU</b>                                   |      |         | 171 Ceiling Insulation                                     |      |         | 260 Struct. Observation                          |      |      |
| 120 1 <sup>st</sup> Lift - CMU                       |      |         | 172 Roof Insulation  |      |         | 265 Special Inspection                           |      |      |
| 121 2 <sup>nd</sup> Lift - CMU                       |      |         | 173 Insulation Certificate                                 |      |         | 270 Miscellaneous                                |      |      |
| 122 3 <sup>rd</sup> Lift - CMU                       |      |         | <b>WALL COVERING</b>                                       |      |         | 272 Progress                                     |      |      |
| 123 Final LIR - CMU                                  |      |         | 160 Sheet Rock   | mrc  | 6/29/18 | 421 Excavation                                   |      |      |
| <b>W/IDER FLOOR/SLAB</b>                             |      |         | 181 Fire Separation  |      |         | 422 Fills  |      |      |
| 130 Framing  |      |         | 182 Ext. Lath  | mrc  | 5/31/18 | 425 Retaining Walls                              |      |      |
| 131 Shear Transfer                                   |      |         | 183 Ext. Scratch   |      |         | <b>UTILITIES</b>                                 |      |      |
| 132 Plumbing   |      |         | 184 Shower/Tub Lath  |      |         | 250 Temp Elec. Auth.                             |      |      |
| 133 Mechanical                                       |      |         | <b>SWIMMING POOL</b>                                       |      |         | 252 Perm Elec. Auth.                             |      |      |
| 134 Insulation                                       |      |         | 200 Setbacks   |      |         | 253 PG&E Called Elec.                            |      |      |
| 135 Gas Test   |      |         | 201 Prod Sheet/Pre-Guniting                                |      |         | 254 Gas Meter Auth.                              |      |      |
| 136 Electrical                                       |      |         | 202 Electrical Bonding                                     |      |         | 255 PG&E Called Gas                              |      |      |
| <b>ROOF</b>  |      |         | 203 Pre-deck   |      |         | 256 LPG Connect Auth.                            |      |      |
| 140 Roof Sheathing                                   |      |         | 204 Plumbing (Pool)  |      |         | 194 Propane Tank                                 |      |      |
| 143 Shear Transfer                                   |      |         | 205 Electrical (Pool)                                      |      |         | <b>NOTES:</b>                                    |      |      |
| <b>SHEAR</b>   |      |         | 206 Gas Test (Pool)  |      |         |  |      |      |
| 150 Interior Shear                                   |      |         | <b>ENVIRONMENTAL SERVICES</b>                              |      |         |  |      |      |
| 151 Exterior Shear                                   |      |         | 300 Initial Inspection                                     |      |         |  |      |      |
|  |      |         | 305 Active Construction                                    |      |         |  |      |      |
|  |      |         | 315 ASBS Inspection  |      |         |  |      |      |
|  |      |         | 439 Grading Final  |      |         |  |      |      |

By initialing below I acknowledge that I have received, understand and am in agreement with the following:

- Inspections associated with validated complaints of your project not being in conformance with approved permits will require additional inspection fees.
- All outstanding inspection fees shall be paid prior to final inspection.
- During the rainy season, October 15<sup>th</sup> through April 15<sup>th</sup>, active construction sites in the Carmel Bay Area of Special Biological Significance Watershed Protection Area are required to be inspected weekly. All outstanding inspection fees shall be paid prior to final inspection.

**THE INSPECTION CARD AND APPROVED PLANS MUST BE AVAILABLE ON JOB SITE FOR EACH INSPECTION**



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|  |   |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>County of Monterey</b>   |   |
| 2 Business name/disregarded entity name, if different from above   |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner, unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small><br><input checked="" type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>168 W. Alisal Street, Third Floor</b>  | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Sallnas, CA 93901</b>  |   |
| 7 List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|   |  |
|---|--|
| Social security number                  |  |
| [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] |  |
| or                                      |  |
| Employer identification number          |  |
| 9 4 - 6 0 0 0 5 2 4                     |  |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |   |                            |
|------------------|---|----------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ <i>Michael L. Miller</i> | Date ▶ <i>June 7, 2018</i> |
|------------------|---|----------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## CONTRACTS/PURCHASING DIVISION SURPLUS TRANSFER RECORD

Surplus Transfers/Viewing must be arranged by **APPOINTMENT ONLY**.  
To schedule an appointment, contact the Surplus Department at:  
119-PurchasingEveryone@co.monterey.ca.us.  
Appointments are available Monday through Friday from 9:00 AM to 4:00 PM

| Item # | Description of Item  | Quantity In | Quantity Out | Condition of Item(s) |
|--------|--|-------------|--------------|----------------------|
| 1      | Lateral Files  | 18          |              | used                 |
| 2      | Bookcases  | 7           |              | used                 |
| 3      | Work Tables  | 6           |              | used                 |
| 4      | 36 W Base T's  | 18          |              | used                 |
| 5      | Table chairs   | 16          |              | used                 |
|        | * TO be picked up and transported to<br>142 West Alisal, Room E-114 + E116<br>Salinas, CA by 20th Congressional District<br>When site is made ready for occupancy. |             |              |                      |
|        |  |             |              |                      |
|        |  |             |              |                      |
|        |  |             |              |                      |

All transactions require approval by an authorized Purchasing Agent in accordance with Monterey County Code, Section 2.32.100.

The undersigned certifies that he/she is authorized by his/her department for this surplus transfer.

CAO / Contracts Purch  
From Department

20th Congressional District of US House of Representatives  
Congressman Jimmy Panetta  
To Department

Jaime Ayala X7047  
Employee Name Ext.

Jimmy Panetta  
Employee Name Ext.

[Signature] 8-21-19  
Signature Date

[Signature] 11/8/19  
Signature Date