

## FIFTH AMENDMENT TO REVOCABLE LICENSE AGREEMENT

This Fifth Amendment ("Fifth Amendment"), dated as of \_\_\_\_\_ ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter the "County"), and **U.S. CONGRESSMAN MIKE THOMPSON, CALIFORNIA 5<sup>th</sup> CONGRESSIONAL DISTRICT** ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

### R E C I T A L S

WHEREAS, Licensee and Licensor entered into that certain Revocable License Agreement dated February 3, 2013 ("Original Agreement"), for use of a portion of the building commonly known as the La Plaza West Building ("Building") and being further described as APN 180-260-055, 2300 County Center Drive, in the city of Santa Rosa, California; and

WHEREAS, Licensee and Licensor entered into that certain First Amendment to Revocable License Agreement dated January 13, 2015 ("First Amendment"), that certain Second Amendment to Revocable License Agreement dated January 3, 2017 ("Second Amendment"), that certain Third Amendment to Revocable License Agreement dated January 3, 2019 ("Third Amendment"), and that certain Fourth Amendment to Revocable License Agreement dated December 15, 2020 ("Fourth Amendment"), each amendment to extend the term and revise the consideration; and

WHEREAS, the Original Agreement as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment is hereafter referred to as the "Agreement"; and

WHEREAS, the Agreement expires on January 2, 2023; and Licensee and Licensor desire to further amend the Agreement in order to: 1) extend the term, 2) specify consideration; and 3) provide for certain other terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the continued use of the Premises, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

### A G R E E M E N T

1. The foregoing recitals are true and correct and are hereby incorporated and made a part of this Fifth Amendment.

2. Effective as of the Effective Date of this Fifth Amendment, the Agreement is modified as follows:

A. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4. Term. The term of this Agreement ("Term") shall commence on **January 3, 2023** ("Commencement Date"), and shall expire at midnight on **January 2, 2025**,

unless earlier terminated in accordance with Section 23 below.”

B. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“5. Consideration. In consideration of this Agreement, Licensee agrees to pay to County the following: For the period of January 3, 2023 through January 2, 2024, the sum of Nine Hundred Eighty-Three and 45/100 Dollars (\$983.45) per month. For the period of January 2, 2024 through January 2, 2025, the sum of One Thousand Twelve and 96/100 Dollars (\$1,012.96) per month. All fees due hereunder shall be paid by Licensee on the 20<sup>th</sup> day of each calendar month in arrears, without notice, demand or offset to the County of Sonoma, General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, California, or at such other place or places as may from time to time be designated by County.”

C. Exhibit D-4 is hereby replaced with Exhibit D-5 (the District Office Lease Attachment for the 118<sup>th</sup> Congress), attached hereto and by this reference made a part hereof.

3. Except to the extent the Agreement is specially amended or supplemented hereby, the Agreement and the attached District Office Lease Attachment for the 116<sup>th</sup> Congress, together with exhibits, is, and shall continue to be, in full force and effect, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any right of Licensee arising thereunder.

4. This Fifth Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Fifth Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS FIFTH AMENDMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date.

Licensors: **U.S. CONGRESSMAN MIKE THOMPSON  
CALIFORNIA 5<sup>th</sup> CONGRESSIONAL  
DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Licensee: **COUNTY OF SONOMA**, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Johannes J. Hoevertsz, Director  
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director is authorized to execute this Fifth Amendment, pursuant to the Board of Supervisors' Summary Action dated \_\_\_\_\_, 2023.

APPROVED AS TO FORM  
FOR LICENSEE:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
C. Warren Sattler  
Real Estate Manager

Evidence of insurance on file with Department:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit D-5**

[District Office Lease Attachment for the 118<sup>th</sup> Congress]

# 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](mailto: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](mailto: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 assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).



## **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.
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, 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

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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 [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
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 [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee 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 [leases@mail.house.gov](mailto: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 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 [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto: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 [leases@mail.house.gov](mailto:leases@mail.house.gov).
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



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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.
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.

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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.
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.

\_\_\_\_\_  
*Print Name of Lessor/Landlord*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

From the Member's Office, who is the point of contact for questions?

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_@mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)