



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: October 10, 2001

BOARD MEETING DATE: October 23, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager

SUBJECT: First Amendment to Lease Agreement with West Valley Flying Club for the Mary Griffin Ramseur Terminal Building, San Carlos Airport (Lease No. 5284)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a First Amendment to Lease Agreement with West Valley Flying Club for office space at 620 Airport Boulevard, San Carlos, California.

Background

West Valley Flying Club has been located at the San Carlos Airport for approximately six years. In May, your Board approved a lease agreement for West Valley, which relocated their offices from 701 Skyway Road to the Terminal Building at 620 Airport Boulevard.

Discussion

The proposed adjoining tenant of West Valley Flying Club, Hertz has expressed interest in leasing an additional 100 square feet of space to accommodate its offices. West Valley Flying Club has agreed to provide Hertz with the additional 100 feet of office space in exchange for Hertz constructing, at its sole expense, a pass-through hallway for West Valley's offices.

The First Amendment to Lease Agreement presented for your approval provides for the reduction in square footage from 954 square feet to 854 square feet and a corresponding reduction in monthly rent from \$963.00 per month to \$862.00 per month.

The Office of County Counsel has reviewed and approved the First Amendment. The Director of Public Works concurs with our recommendation. West Valley Flying Club complies with the County's Equal Benefits Ordinance.

Fiscal Impact

There is no fiscal impact associated with the First Amendment of Lease as Hertz, the new tenant, will be occupying and paying rent for the area previously occupied by West Valley Flying Club.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
LEASE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WEST
VALLEY FLYING CLUB FOR THE LEASE OF OFFICE SPACE AT THE MARY
GRIFFIN RAMSEUR TERMINAL BUILDING, 620 AIRPORT DRIVE, SAN CARLOS
(LEASE NO. 5284)**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, on May 1, 2001 the County of San Mateo and West Valley Flying Club
entered into an agreement whereby the County of San Mateo shall lease to West Valley Flying
Club, a portion of that certain building at 620 Airport Drive, San Carlos, known as the Mary
Griffin Ramseur Terminal Building, in accordance with the terms and conditions contained in
said Lease Agreement; and

WHEREAS, the parties now wish to amend that agreement, and

WHEREAS, this Board has been presented with a form of such First Amendment to
Lease and said Board having examined and approved the amendment as to both form and
content, desire to enter into the First Amendment; and

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED:

1. That the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said First Amendment to Lease for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature hereto.

2. That the Assistant County Manager is hereby authorized to accept or execute on behalf of the County, any and all notices and documents in connection with this First Amendment to Lease

* * * * *

**FIRST AMENDMENT TO LEASE AGREEMENT
SAN CARLOS AIRPORT, 620 AIRPORT DRIVE
WEST VALLEY FLYING CLUB
Lease No. 5284**

This First Amendment, dated, for reference purposes only, this _____ day of _____, 2001, between the COUNTY OF SAN MATEO, a political subdivision of the State of California "Landlord", and WEST VALLEY FLYING CLUB, "Tenant", who mutually agree as follows:

WHEREAS, on May 1, 2001 this Board of Supervisors adopted Resolution No. 64415, in which County granted permission to Tenant to operate a flight training school, aircraft leasing and other aviation related activities at 620 Airport Blvd., San Carlos, California, and

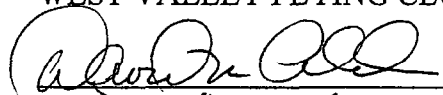
WHEREAS, it is now the mutual desire of the parties to amend that agreement, and

NOW, THEREFORE THE PARTIES AGREE THAT LEASE NO. 5284, DATED MARCH 1, 2001, IS AMENDED AS FOLLOWS:

1. In consideration of the parties ongoing relationship and Landlord's anticipated agreement with Hertz, which would require Hertz to make certain improvements to the Premises, Section 3 (Premises) is hereby amended to modify premises as shown in Exhibit "A", resulting in a reduction of rentable area from 954 square feet to 854 square feet. Tenant shall not be responsible for the cost to construct the leasehold improvements ("Improvements") identified in Exhibit "A".
2. Section 5 (Monthly Rental) is hereby amended to reduce the current monthly rent from \$963.00 per month to \$862.00 per month.
3. This amendment shall be effective on the date that Landlord enters into a valid lease agreement with Hertz Local Edition Corporation for the premises identified in Exhibit "A" as the "Hertz premises," which agreement will require Hertz, at its sole expense, to construct a pass through hallway for West Valley's benefit. Any construction contemplated by Landlord's agreement with Hertz shall be completed within sixty day after the effective date of this Amendment. Tenant agrees to cooperate with Landlord or its designee in the coordination of construction of the Improvements without any additional reduction or offset of rent. Landlord or its designee is hereby authorized to enter upon the Premises during normal business hours, or during such other times that are mutually acceptable and with prior notice to Tenant for the purpose of completing the Improvements.
4. The following shall be added to Section 39 (Non-Discrimination) "With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse."

Except as set forth in this First Amendment, all the other provisions of the Agreement shall remain unchanged and in full force and effect.

"TENANT"
WEST VALLEY FLYING CLUB


By: DAVID M. AIDEN

DATE: Oct 10, 2001

ATTEST:

Clerk of the Board

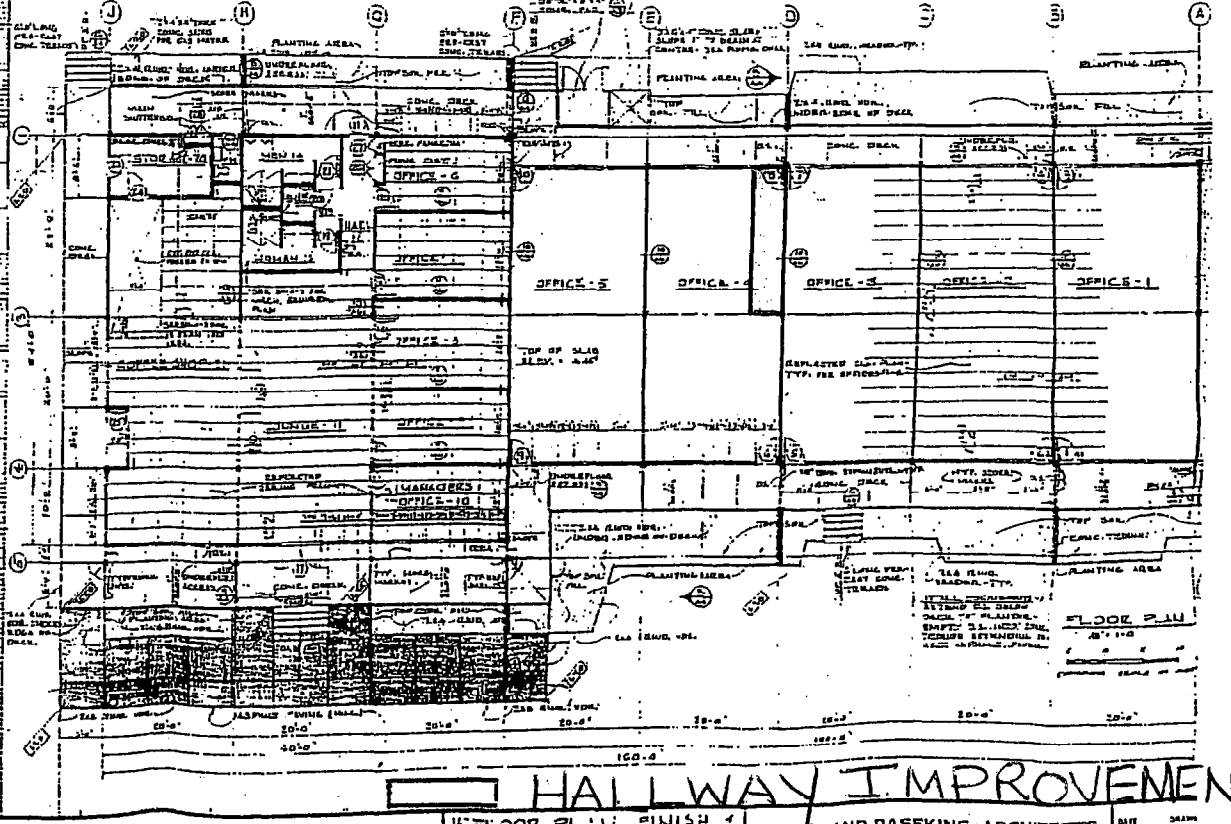
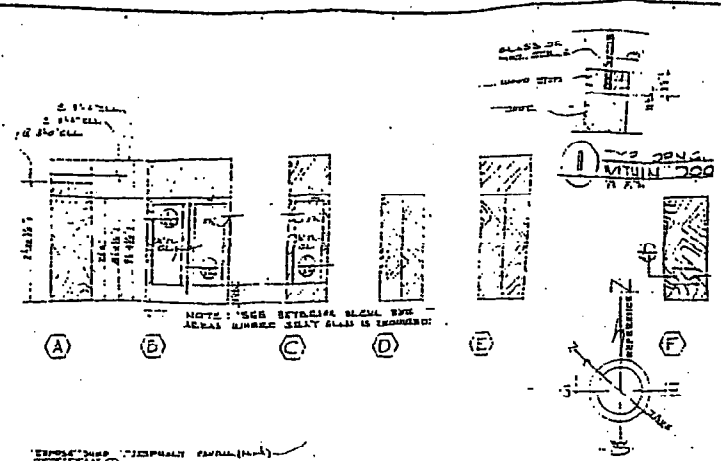
"COUNTY"
COUNTY OF SAN MATEO

President, Board of Supervisors

DATE: _____

RESOLUTION NO. _____

NO.	MATERIAL FINISH	VAL.	CEILING	DOOR		FLOOR	FINISH	REMARKS
				TYPE	FRAME			
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HALLWAY IMPROVEMENT

Director of Buildings Construction
& General Services
SAN MATEO COUNTY, CALIFORNIA

OFFICE ADMINISTRATION BUILDING
SAN CARLOS AIRPORT
SAN CARLOS, CALIFORNIA

FLOOR PLAN FINISH & DOOR SCHEDULES

KELLER AND DASEKING - ARCHITECTS
WALTER L. KELLER A.S.A.
WILLIAM H. DASEKING A.S.A.
488 OAK GROVE AVENUE
MENLO PARK, CALIFORNIA

EXHIBIT A