

Before the Board of Supervisors

County of San Joaquin, State of California

GS-09B-02547

10-470

MOTION: **Bestolarides/Ornellas/5**^{B-} _____
APPROVAL OF AIRPORT OFFICE USE LEASE AGREEMENT WITH
GENERAL SERVICES ADMINISTRATION AT
STOCKTON METROPOLITAN AIRPORT

THIS BOARD OF SUPERVISORS DOES HEREBY approve the Airport Office Use Lease Agreement between County of San Joaquin and General Services Administration (GSA) for general and corporate office uses at Stockton Metropolitan Airport; and

FURTHER, THIS BOARD OF SUPERVISORS DOES HEREBY authorize the Chairman of the Board of Supervisors to sign the agreement on behalf of the County of San Joaquin.

I HEREBY CERTIFY that the above order was passed and adopted on 5/4/10 by the following vote of the Board of Supervisors, to wit:

AYES: **Bestolarides, Vogel, Ruhstaller, Ornellas, Villapudua**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California



COUNTY OF SAN JOAQUIN
Department of Aviation
OFFICE USE
LEASE AGREEMENT

STOCKTON METROPOLITAN AIRPORT AGREEMENT
(San Joaquin County Ordinance Code Section 4169)

This Airport Lease Agreement is made effective as of June 1, 2011, by and between the **County of San Joaquin**, hereinafter referred to as LESSOR, and **General Services Administration (GSA)**, hereinafter referred to as LESSEE.

1. **PREMISES** - LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a portion of the Airport premises described as follows:

Terminal Building Office Suite No. 102, Units 14 A and B (approximately 1,020 square feet) as depicted on **Exhibit "A"** for general and corporate office uses.

2. **TERM** - The term of this Agreement shall be for five (5) years, ending on May 31, 2016, thereafter it shall be month-to-month and may be terminated by either party upon thirty (30) days advanced written notice to the other.

3. **RENT** - LESSEE shall make rental payments to LESSOR throughout the lease term and any extensions thereof for the use of the PREMISES, and for the rights, services and privileges granted hereunder in the amount of One Thousand Nine Hundred Ninety-Two Dollars and 06/100 (\$1,992.06) per month payable in arrears. During the terms of this Lease Agreement and dependant upon availability, LESSOR may lease additional space to LESSEE by provision of an Addendum agreed upon and signed by LESSEE and LESSOR.

4. **UTILITIES** - LESSEE, at its own cost and expense, may arrange for all required telephone services. All monthly service charges for such services shall be borne by LESSEE. Other utilities and services defined as consisting of gas, electricity, water, garbage, janitorial and sewage will be provided by the LESSOR at no cost to the LESSEE.

5. **PERMITS & LICENSES** - LESSEE shall obtain all necessary permits and licenses from appropriate Federal, State and local agencies.

6. **MAINTENANCE & REPAIRS** - LESSEE accepts the PREMISES in its present condition ("as is") with the understanding that the PREMISES will be cleared of all furniture and equipment. LESSEE acknowledges that all fixed leasehold improvements are the property of LESSOR.

LESSEE shall obtain the prior written approval of the Airport Director before making or causing to be made any structural changes in and additions to the PREMISES, the cost of which exceed Five Thousand Dollars (\$5,000).

At all times during the life of this LEASE, at LESSEE'S own cost and expense, LESSEE shall keep and maintain the PREMISES and all improvements located in or on said PREMISES in good order and repair, in a clean, sanitary, sightly and neat condition free of rubbish.

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the PREMISES without the prior written consent of LESSOR which may, at its discretion, condition such consent upon the obligation of LESSEE to replace the same by reasonable improvements specified in such consent.

7. **USE OF PREMISES** - The PREMISES are leased to LESSEE for the sole purpose of general office use and related activities and services and for no other purpose, and LESSEE agrees that it will use the PREMISES in such a manner as is consistent with this use. LESSEE agrees not to use or permit the PREMISES to be used in violation of any law, ordinance or regulation of any governmental authority. LESSEE agrees that, at its own cost and expense, it will comply with and conform to all laws and ordinances and any and all lawful requirements or orders of any properly constituted governmental authority, relating in any way to the use or occupancy of the PREMISES. LESSOR will provide LESSEE with keys to PREMISES. LESSEE may access PREMISES as needed when the Terminal Building is closed.

8. **ADDITIONAL RIGHTS GRANTED** – LESSEE may use all available conference and meeting space in Airport Terminal Building at no additional charge. No other rights will be granted without prior written approval from the Airport Director.

9. **BINDING AFFECT** - This LEASE, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. **DEFINITION OF COMMON AREA** - The term "Common Area" as used herein shall mean all areas and facilities within the Airport not appropriated to the exclusive occupancy of tenants, including all parking areas, roadways, sidewalks, pedestrian ways, driveways, signs, service delivery facilities, common utility facilities, restrooms, and all other areas in the Airport established by LESSOR for non-exclusive use.

11. **MAINTENANCE AND REPAIR OF COMMON AREAS** - LESSOR shall, throughout the original and any renewal term of this Lease, maintain in good order, condition and repair (ordinary wear and tear, damage due to casualty and condemnation or taking excepted) all Common Areas. LESSOR may, at any time, delegate such maintenance, or any portion thereof, to any other third party, affiliated or non-affiliated, upon such terms and conditions as LESSOR deems compensatory, necessary or appropriate. Any use of the Common Area shall be subject to such rules and regulations as LESSOR may from time to time or at any time promulgate.

12. **NON-EXCLUSIVE RIGHTS IN COMMON AREA; RULES AND REGULATIONS**- Subject to the terms and conditions of this Lease, and such rules and regulations as LESSOR may from time to time promulgate, LESSOR hereby grants to LESSEE, and its invitees and licensees, the non-exclusive right to use the Common Area during the original and any renewal term for ingress and egress to and from the PREMISES. LESSEE and its invitees and

licensees shall observe all reasonable rules and regulations which LESSOR may from time to time or at any time promulgate with respect to the use, operation and maintenance of the Common Area, or any other portion of the Airport. Any such rules and regulations shall be binding upon LESSEE and its licensees and invitees upon LESSOR's delivery of a copy thereof to LESSEE. LESSEE shall not use the Common Area, or any other portion of the Airport, for any purpose, or allow therein any use, other than that specifically allowed hereunder any rules and regulation promulgated by LESSOR hereunder. LESSOR will preserve the site configuration around the LESSEE's PREMISES for the entire original and any renewal term of this Lease, except in the event that a revision is mandated by an entity outside of the LESSOR's control such as a state or governmental agency or an ADA requirement.

13. **SEVERABILITY** - If any one or more of the provisions of this Lease shall be held invalid or unenforceable, it is the specific intent of the parties that such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all the other provisions of this Lease and all other applications of such provisions shall not be affected thereby.

14. **COUNTERPARTS** - This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

15. **ADJUSTMENT FOR VACANT PREMISES** - The LESSEE reserves the right to terminate the lease with sixty (60) days written notice to the LESSOR at any point during the term of the Lease, including the firm term, should the Airport become de-federalized.

16. **NOTICES; CONSENT** - All notices or other documents, which either party hereto is required or may desire to give to the other shall be in writing and may be given by delivering the same personally or by sending the same by certified or registered mail, postage paid, to the addresses which are written below the signatures of the parties or to such other place as may from time to time be designated by a written notice. Any notice or other document mailed as aforesaid shall be deemed sufficiently served or given at the time of mailing thereof.

17. **INTEGRATED AGREEMENT** - This Lease constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and there are no leases, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for. This Lease may not be changed orally but only by written document signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

18. **RELATIONSHIP OF THE PARTIES** - Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between LESSOR and any other person or entity (including, without limitation, LESSEE) or as causing either party to be responsible in any way for the debts or obligations of such other person or entity.

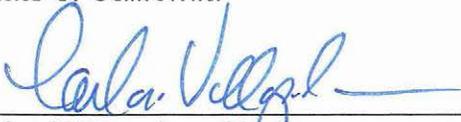
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19. **ATTACHMENTS** – The following attachments are incorporated into this Lease by this reference. Exhibit A – a drawing of the Lower Level of the Stockton Metropolitan Airport, Terminal Building Floor, Exhibit B – Defederalization Clause and Seismic Safety for Existing Construction, Exhibit C – General Clauses, GSA Form 3518A, GSA Form 3517A .

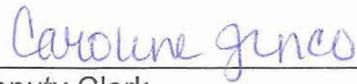
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

"LESSOR"

COUNTY OF SAN JOAQUIN,
a political subdivision of
the State of California

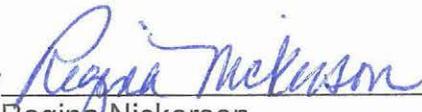
By 
Carlos Villapudua, Chairman
Board of Supervisors

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By  (seal)
Deputy Clerk

"LESSEE"

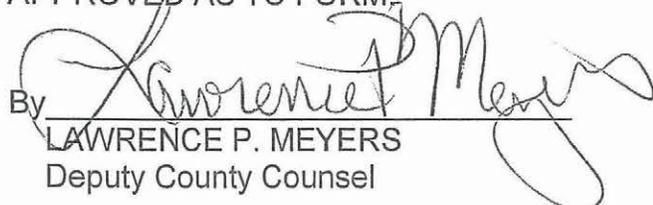
United States of America
General Services Administration

By  6/7/2010
Regina Nickerson
Contracting Officer, GSA, PBS
San Francisco Service Center

APPROVED AS TO CONTENT:


Susan L. Palmeri
Airport Director

APPROVED AS TO FORM:

By 
LAWRENCE P. MEYERS
Deputy County Counsel