

EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of August 22, 2006

AGENDA TITLE: Assignment & Amendment of Airport Land Use Lease #498-L0611

DEPARTMENT: General Services

DEPT SIGNOFF:

CAO USE ONLY: C

CONTACT: Richard Collier/Marla H. Bordges

DATE: 8/8/2006

PHONE: 6051/5845

Sentini 8-14-06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Department of General Services recommends the Board of Supervisors:

1. Approve the Assignment and Amendment of Land Use Lease #498-L0611, at the Placerville Airport, for hangar space H-33 from James Robinson (Assignor) to James Robinson and Tim Sullivan (Assignee) and;
2. Authorize the Chairman to execute said Assignment and Amendment.

CAO RECOMMENDATIONS:

*Recommend approval. Laura A. Hill
8/14/06*

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Total Est. Cost

Funding

Budgeted _____

New Funding _____

Savings _____

Other _____

Total Funding _____

Change in Net County Cost

Other:

CAO Office Use Only:

4/5's Vote Required () Yes (X) No

Change in Policy () Yes (X) No

New Personnel () Yes (X) No

CONCURRENCES:

Risk Management *yes*

County Counsel *yes*

Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

George W. Sanders, Deputy Director

Location: 345 Fair Lane, Placerville, CA

Mailing: 360 Fair Lane, Placerville, CA 95667

Phone (530) 621-5846 Fax (530) 295-2538

August 8, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Assignment & Amendment of Airport Land Use Lease #498-L0611

Dear Board Members:

RECOMMENDATION:

The Department of General Services recommends the Board of Supervisors:

1. Approve the Assignment and Amendment of Land Use Lease #498-L0611, at the Placerville Airport, for hangar space H-33 from James Robinson (Assignor) to James Robinson and Tim Sullivan (Assignee) and;
2. Authorize the Chairman to execute said Assignment and Amendment.

REASON FOR RECOMMENDATION:

The Department is requesting approval of the assignment of land use lease for aircraft storage hangars located at the Placerville Airport. The lease assignment is necessary because the current lessee has incorporated a new owner in his hangar and the new hangar owners must enter into land use lease with the County.

The County officer or employee with responsibility for administering this lease is Joanne M. Narloch, Director, General Services Department, or successor.

County Counsel and Risk Management have approved the lease, and a copy is on file in the Board Clerk's Office.

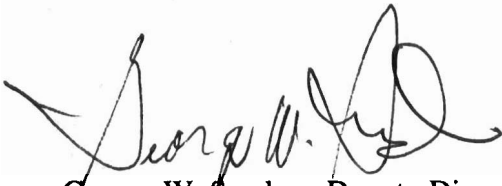
FISCAL IMPACT:

There is no financial impact related to this assignment and amendment.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1. Board Clerk to forward executed Assignment to General Services for distribution.
2. General Services will forward the original copy of the Assignment and Amendment of Airport Land Use Lease to the proposed Assignee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George W. Sanders", is written over a light blue rectangular background.

George W. Sanders, Deputy Director
General Services Department

GWS: mhb

Cc: Lease file

CONTRACT ROUTING SHEET

Date Prepared: 7/6/06Need Date: 7/17/06**PROCESSING DEPARTMENT:**

Department: General Services
 Dept. Contact: Deb Lane/Jordan Postlewait
 Phone #: 5933/5671
 Department: [Signature]
 Head Signature: Joanne Narloch
 Interim Director

CONTRACTOR:

Name: James Robinson & Tim Sullivan
 Address: 3100 Degolia Street
Placerville, CA 95667
 Phone: 642-4177

CONTRACTING DEPARTMENT: General Services Department

Service Requested: Assignment & Amendment of Airport Land Use Lease #498-L0611
 Contract Term: 2/1/92 - 1/31/08 Contract/Amendment Value: _____
 Compliance with Human Resources requirements? Yes: _____ No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: 7/19/06 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT: 7/14/2006
 DATE: 7/14/2006
 ATTORNEY: Rebecca S
 DEPT. INDEX NO.: 145320
 BY: [Signature]

The Robinson needs to sign in 2 places, but has only signed in 1 place.
Thanks! (Red)
corrected 8/1/06

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
 Approved: [Signature] Disapproved: _____ Date: 7/25/06 By: [Signature]
 Approved: _____ Disapproved: _____ Date: _____ By: _____

JUL 21 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGNMENT AND AMENDMENT OF AIRPORT LAND USE LEASE
#498-L0611

THIS AGREEMENT is made this _____ day of _____, 2006 in Placerville, El Dorado County, between James Robinson, (herein after referred to as "Assignor"), and James Robinson and Tim Sullivan, 3100 Degolia St., Placerville, Ca 95567, (herein after collectively called "Assignee").

WHEREAS, a lease was executed on March 22, 1992, between the County of El Dorado as Lessor, and James Robinson as Lessee, by the terms of which the property generally described as hangar space H-33 at the Placerville Airport and described more specifically in said Lease, a copy of which is attached hereto and by reference incorporated herein, was leased to Assignor as Lessee for a term of five (5) years commencing on February 1, 1992, and expires on January 31, 1997 with two (2) five (5) year options. Upon expiration of the foregoing terms, Lessee shall have the right of first refusal to an additional Lease not to exceed ten (10) years under such terms and conditions as may be available at such time.

WHEREAS, assignor now desires to assign the Lease to Assignee and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, for valuable consideration receipt of which is hereby acknowledged and agreement of Assignee as hereinafter set forth, Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in and to the lease hereinabove described, and Assignee hereby agrees to and does accept the assignment and assumes the burdens and obligations of, and agrees to keep, perform and fulfill all of the terms, conditions, and obligations, required to be kept, performed and fulfilled by Assignor as Lessee thereunder.

Lessor, Assignor and Assignee further agree to amend the aforesaid lease as set forth below.

1. Paragraph referencing assignment shall be modified to read:

"Lessee shall not transfer, assign or sublet to any other person this lease, the lease premises or any portion thereof except as provided herein. It is the understanding and intent of the parties that in the event of sale of the hangar or sublease assignment, or other transfer of the interest hereunder, only the balance of the term of this Agreement may be transferred or assigned to a successor in interest and that such transfer or assignment requires permission of the County to be first obtained. Such consent may be withheld by County for any commercially reasonable objection, including where such

activity” as described in paragraph 10 above”. Prior to sale of hangar and assignment of lease, prospective buyer must provide proof of aircraft ownership.

1. Paragraphs referencing insurance requirements shall be amended as follows:

Lessee shall provide proof of a policy of insurance satisfactory to the County and documentation evidencing that Lessee maintains insurance that meets the following requirements.

- A. General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Or Aircraft Liability Insurance in the amount of \$1,000,000 per occurrence for aircraft operated on Lessor’s premises with Liability coverage extended to the hangar premises.
- B. In the event Lessee can not provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- C. Lessee shall furnish a certificate of insurance satisfactory to County as evidence that the insurance as required above is being maintained.
- D. The insurance shall be issued by an insurance company satisfactory to the County or be provided through partial or total self-insurance likewise acceptable to County.
- E. Lessee agrees that the insurance required above shall be in full force and effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Lease or for a period not less than one (1) year. New certificates of insurance are subject to the approval of County and Lessee agrees that the Lessee shall not commence operations prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times the insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.
- F. The certificate of insurance must include a provision stating that:
 1. The insurer will not cancel the insured’s coverage without 30 days prior written notice, and;

2. The County of El Dorado, its officers, officials, employee's and volunteers are included as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to all liability policies except Worker's Compensation.
- G. The lessee's insurance shall be primary insurance as respects the County, its officers, officials employee's and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- H. Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either the insurer shall reduce or eliminate such deductibles or self-insured retention as respect the County, it Officers, Officials, employees; or Lessee shall procure and maintain a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials, or employees for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Lessee's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this lease.
- L. The certificate of Insurance shall meet additional standards as may be determined by County, either independently or in consultation with the County's Risk Manager, as essential for protection of the County.
- This amended Agreement shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

Dated: _____

ASSIGNOR: _____

James Robinson

Dated: 4-15-06

ASSIGNEE: _____

James Robinson

Tim Sullivan

CONSENT OF LESSOR

The Lessor hereby consents to reference and approve assignment and amendment described in the foregoing assignment and hereby consents to this assignment of the lease to James Robinson and Tim Sullivan with the release of Assignor as Lessee from any further liability or obligation under the terms of this Lease. All other terms and conditions remain unchanged and in full force.

COUNTY OF EL DORADO

Dated: _____

By: _____

Chairman

**Board of Supervisors
"COUNTY"**

ATTEST:

Cindy Keck

Clerk of the Board

By _____
Deputy Clerk