

LEASE SUMMARY

COUNTY

County of Orange

LESSOR

City of Laguna Woods

PREMISES

Approximately 1,074 rentable square feet in a one-story building located at 24266 El Toro Rd., City Hall Laguna Woods

PARKING

Parking is open to the general public, City and OCPL staff.

USE

The County shall use the premises for free public library purposes or any other lawful use.

TERM

This Lease shall commence upon the date of City’s notice to County that the Building is available for County occupancy (“Commencement Date”) and shall continue in effect for ten (10) years (“Term”), unless earlier terminated as provided herein. Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

OPTION TO EXTEND TERM

County shall have the right to extend the Lease for two additional periods of five years each, as approved and executed by the City Manager and Chief Real Estate Officer, no sooner than twelve (12) months and not later than nine (9) months prior to the Lease expiration date.

OPTION TO TERMINATE LEASE

If, Lease may be terminated at any time by either Party by giving written notice to the non-terminating Party at least (120) days prior to said termination date.

RENT

In consideration of providing free library services, County’s use of the premises is rent-free.

ALTERATIONS

County may make improvements and changes to the premises including fixtures, partitions, counters, shelving, and equipment upon approval by City.

COUNTY TELECOMMUNICATIONS NETWORK

City agrees County may install, at County's sole cost and expense, telecommunications devices and a security card access system in, on, or around the Premises.

REPAIR AND MAINTENANCE

Provided by County

County shall be responsible for repairing all damage to Premises caused by (i) the negligence or misconduct of County or its employees, volunteers, or invitees, or (ii) by an intruder whose presence was not timely detected due to misuse or a failure of the County's security alarm system.

Provided by City

City shall provide janitorial services to the Premises, including any services for Outdoor Activity Room that arise in connection with County Reservation(s). City will invoice the County for the actual costs of said janitorial services once per quarter. County shall have sixty (60) days upon receipt of the City's invoice to reimburse City for said janitorial services. City shall provide, at its sole cost and expense, all other repair and maintenance, including repair and maintenance of the HVAC system.

If County is forced to shut down the library due to the City's failure to provide services, City shall be responsible for the cost of the shutdown.

UTILITIES

City shall be responsible for the cost of all utilities supplied to the premises. County shall be responsible for and pay directly to the utility provider, all charges for other utilities supplied to the Premises for County.

BUILDING AND SAFETY REQUIREMENTS

City shall maintain the premises in compliance with all laws, rules, regulations, building code, statutes and orders. Included is compliance with the Americans with Disabilities Act (ADA). City shall also maintain the premises as a safe place of employment.

If the City fails to maintain the premises in accordance with the Lease, the County may either Terminate the Lease or cure the default and bill the City for the cost.

INSURANCE

City shall maintain property, fire and liability insurance with limits no less than two million dollars (\$2,000,000.00)

INDEMNIFICATION

County shall, at County's sole expense and with counsel reasonably acceptable to City, defend, indemnify, and hold harmless City and City's officials, officers, members, employees, agents, and representatives, from and against any and all claims or liabilities from any cause arising out of or relating to County's use or occupancy of the Premises.

TOXIC MATERIALS

County and City warrant that each will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter. Each party will be responsible for cleanup of their own contamination.

DEFAULTS AND REMEDIES

Failure to make any monetary payment or failure to comply with the terms and conditions of the lease constitute a default. Each party shall notify the other of a monetary or non-monetary default and the other party shall have 15 days in which to initiate action to cure the default.

LABOR CODE COMPLIANCE

City agrees that all work performed on the premises shall comply with the Labor Code of California.

SIGNAGE

County shall not erect, install or maintain any sign or display upon or outside of the Premises without prior written approval from City.

HOLDING OVER

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.