

Attachment A



CEO/RFLS/OCCR-018-029
Laguna Woods / OC Public Library
24266 El Toro Road
Laguna Woods, CA 92637

LEASE

THIS IS A LEASE (hereinafter referred to as “**Lease**”) made _____, 2023, (“**Effective Date**”), by and between the CITY OF LAGUNA WOODS, a municipal corporation (hereinafter referred to as “**City**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”) without regard to number and gender. The City and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

1. DEFINITIONS (1.0 SA)

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known by the City as the City Public Library Building, 24266 El Toro Road in the City of Laguna Woods, CA 92637.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to City, such other entity as shall be designated by the County Executive Officer.

“**City Hall**” means the building commonly known as City Hall, 24264 El Toro Road in the City of Laguna Woods, CA 92637.

“**County Counsel**” means the County Counsel, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the Board of Supervisors.

“**County Librarian**” means the County Librarian, OC Public Libraries, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**City Manager**” means the City Manager of the City of Laguna Woods.

“**Risk Manager**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or such other person or entity as shall be designated by the County Officer or the Board of Supervisors.

2. PREMISES (1.1 SA)

Pursuant to the terms herein, City leases to County that certain property, including the improvements thereon, described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 1,074 rentable square feet (“**RSF**”) in the Building. The Building is shown and

Attachment A

defined on Exhibit B. The County shall also have the non-exclusive, in common use of the “**Outdoor Activity Room**” shown and defined on Exhibit B and the non-exclusive, in common use of shared space in City’s existing server room housing computer equipment, telephone equipment, and appurtenances, located within City’s City Hall, along with cable connection therefrom to the Building (“**Server Room**”). The County shall also have the non-exclusive, in common access to and use of parking areas, driveways for vehicle ingress and egress, pedestrian walkways, and other facilities and common areas surrounding the Building. Collectively, all such leased areas are referred to herein as the “**Premises**.”

No part of this Lease shall be interpreted as conveying any portion of the title to the Premises or the Building to County.

3. USE (1.2 N)

County shall use the Premises to provide free public library services as part of the Orange County Library System. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and shall not cause or permit a nuisance to be created or maintained therein.

City shall have authority over scheduling the use of the Outdoor Activity Room. City shall have first priority for the use of the Outdoor Activity Room and may approve, approve with conditions, or deny County’s request for use of the Outdoor Activity Room at its sole discretion (“**County Reservation**”). County may only use the Outdoor Activity Room for purposes related to the library use of the Premises, e.g., story times, book club meetings, and staff meetings. County may charge or accept donations from members of the public for activities or events occurring in the Outdoor Activity Room. City may, but County shall not, rent or in any way authorize third parties to use the Outdoor Activity Room for activities or events not related to County’s public library use of the Premises. County shall not store items or materials in the Outdoor Activity Room or its adjoining storage room without obtaining prior written consent from City. Any non-City-owned or non-City-rented items stored in the Outdoor Activity Room or its adjoining storage room are subject to removal and disposal by City without notice.

City shall be responsible for providing tables and chairs for the Outdoor Activity Room at its sole discretion. County shall not remove or alter any tables and chairs without obtaining prior written consent from City. County shall be responsible for setting up and putting away any tables and chairs before and after, respectively, its use of the Outdoor Activity Room consistent with the County Reservation. County shall be responsible for additional janitorial services, maintenance, and/or repair or replacement costs associated with said County Reservation deemed reasonably necessary by City for any tables and chairs due to damage caused by County’s use of tables and chairs (e.g., paint or other markings left on tables and chairs following art programs). However, reasonable wear and tear is expected and excepted from County’s duty to repair or replace.

County shall not attach or affix any item, including glass clings, suction cups, tape, posters, or window paint, to any glass surface, including glass portions of doors and windows, in and on the Premises without obtaining prior written consent from City, which consent shall not be unreasonably withheld, except that City shall not be obligated to consent to the attachment or affixing of any item to any exterior-facing glass surface. City may immediately remove and dispose of any item attached or affixed to any glass surface in or on the Premises, without notice to County, if County failed to obtain City approval. County shall be responsible for additional janitorial services, maintenance, and/or replacement costs deemed necessary by City due to attaching or affixing an item to a glass surface in violation of this provision.

Upon request from City, County shall enact and enforce a prohibition on food and beverages, except plain water, being open or consumed on the Premises.

Attachment A

County shall not do, or permit anything to be done or altered, in or on the Premises that in any way may (i) increase the rate of insurance on the Premises; (ii) invalidate or conflict with the insurance policies on the Premises; or (iii) subject City to any liability for injury to persons or damage to property.

Notwithstanding the above, County shall prominently display public hearing, Environmental Impact Reports and National Environmental Policy Act documents available for public review provided by the City as well as event flyers and publications for public interest-related events within the Premises. Upon request by City, County shall remove such materials provided by the City. County shall not be responsible for additional janitorial services, maintenance, and/or replacement costs due to attaching or affixing the materials provided by the City.

City shall make available to County's employees a break room/lactation room inside City Hall.

City shall house County's server and telephone board in mutually agreed upon locations within the existing Server Room inside City Hall. City will provide County with keys and security alarm code access to the Server Room. County may access the Server Room at any time, although whenever possible access should be limited to times when City Hall is open to the public, and County must lock the Server Room and stairwell doors, and engage the security alarm (when City Hall is not open to the public), upon leaving the Server Room. City reserves the right to require the return of keys and security alarm codes issued to County, and limit County's access of the server room to times when City Hall is open to the public, in the event of any failure of County to lock the server room and stairwell doors, and engage the security alarm (when City Hall is not open to the public), upon leaving the server room. Restrooms within City Hall that are accessible to members of the public are also accessible to County and its employees, volunteers, and invitees whenever City Hall is open to the public.

County hereby covenants and warrants that County shall comply with all applicable laws, rules, regulations, building codes, statutes, including, without limitation, City's rules and regulations, in connection with its operations on the Premises and City's smoking regulations as codified in the Laguna Woods Municipal Code. Included in this provision is compliance with the Americans with Disabilities Act (the "ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE RSF IN THE BUILDING. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE THE RSF IN THE BUILDING.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County and library patrons shall have the nonexclusive right to the use of parking spaces located within the City Hall public parking lot as shown on Exhibit B. County's use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by City from time to time for the efficient operation of the parking areas for City Hall and provided to County in writing.

City shall provide parking for disabled persons ("ADA Spaces") in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by City where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

Attachment A

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) - *intentionally omitted*

6. TERM (1.5 NA)

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.

Upon expiration of the Term, or any earlier termination of this Lease, County shall surrender to City the Premises, including all alterations, improvements, and installations made by City or County, in good order, condition, and repair, reasonable wear and tear excepted. County shall also remove any furniture, equipment, supplies, and materials added by County to the Premises without any compensation due by City to County, unless City and County mutually agree, in writing, to alternate terms and conditions.

7. AGREEMENT TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 29 DEFAULTS AND REMEDIES), prior to the expiration of the Term or the first Extension Term, as appropriate, the Parties may mutually agree to the extension (the "**Extension**") of this Lease for two (2) five (5) year periods (each an "**Extension Term**") as approved and executed by the City Manager and Chief Real Estate Officer and memorialized in a written amendment. County may give notice to the City of its desire to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease expiration date. The Extension shall be personal to County and shall not be exercised by any assignee or sublessee of County. During the Extension Term(s), County shall continue to have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE).

8. OPTION TO TERMINATE LEASE (1.7 NA)

Unless earlier terminated as set forth herein, this Lease may be terminated at any time by either Party by giving written notice to the non-terminating Party at least one hundred and twenty (120) days prior to said termination date. Upon any such aforementioned termination, County shall surrender the Premises, in accordance with the provisions contained in this Lease, no later than the effective date of termination, and pay all outstanding costs and expenses (e.g., for janitorial services) to City, on a prorated basis, for each day leading up to the termination date.

9. RENT (1.8 NA)

In exchange for the valuable consideration of providing free public library services, County's use of the Premises shall be rent-free throughout the Term of this Lease or the Extension Term(s) and shall continue to be rent-free as long as County uses the Premises to provide free public library services.

10. RENT ADJUSTMENT (1.9 SA) - *intentionally omitted*

11. ADJUSTMENT FOR COST OF CITY SERVICES (2.0 SA) - *intentionally omitted*

12. RIGHT OF FIRST OFFER (2.1 SA) - *intentionally omitted*

13. CONSTRUCTION (2.2 SA) - *intentionally omitted*

Attachment A

14. PAINTING BY CITY (2.3 SA) - *intentionally omitted*

15. CARPETING BY CITY (2.4 SA) - *intentionally omitted*

16. IMPROVEMENTS AND CHANGES (2.5 NA)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by County, upon approval by City. City's approval shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 34 (COUNTY PROPERTY), which shall have the right and the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted. City shall not be responsible for any ADA violations resulting from such County improvements and changes.

17. IMPROVEMENTS BY CITY (2.6 NA) – *intentionally omitted*

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 NA)

City agrees that County may install, at County's sole cost and expense, telecommunication devices and a security card access system in, on, or around the Premises and/or Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (IMPROVEMENTS AND CHANGES), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, City shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County subcontractors have the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and its service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County, provided that such removal does not result in any unrepaired damage to the Premises and/or Building. When the Lease is terminated, County reserves all rights to remove, at its discretion, any such telecommunication improvements from the Premises and/or Building, provided that such removal does not result in any unrepaired damage to the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 NA)

A. County Services. County shall be responsible for repairing all damage to the 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 to timely notify local law enforcement of the intrusion ("**County Damage**").

B. City Services. City shall provide janitorial services to the Premises, including any services for the Outdoor Activity Room that arise in connection with County Reservation(s). City shall 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 the City for said janitorial services.

With the exception of repairing County Damage, City shall provide, at its sole cost and expense (except as otherwise provided in this Lease), any and all necessary repair, maintenance and replacement for the Premises, Building (and City-installed or City-provided systems therein), and parking lot in good order, condition and

Attachment A

repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“HVAC”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the “Services”). City, at its sole expense, agrees to maintain all painted and carpeted surfaces within the Building; all landscaping immediately surrounding the Premises; and the parking lot.

C. Warranties. In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 (“Regulation 5142”), and as it may be subsequently amended, City shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and City shall retain such records for at least five (5) years. City shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. City acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties solely as a result of City’s failure to provide said records to County in a timely manner and as set forth herein, City shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice.

D. HVAC System. City will ensure that air conditioning is supplied to cause the temperature in the Premises and Building to be at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 19(E), provided, however, that adjustments may be made during flex alerts or other times when local electrical or other utilities require or recommend temperature settings using less power, because of demands on the overall grid or applicable utility system. City shall not be responsible for actions by County or its employees, volunteers, or invitees, including changing setting on a thermostat, that lead to the temperature in the Premises and Building to be outside of the range specified herein. Notwithstanding the utilities provided during Normal Business Hours, City shall provide HVAC services prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours.

E. Normal Business Hours. County agrees to keep the Premises and Building open the minimum hours determined by County (“Normal Business Hours”). County agrees that it will confer and consult with City at least ninety (90) days prior to any alteration of Normal Business Hours by County, for example, to comply with the law or any changes thereto. The Parties agree that the Normal Business Hours of operation, shall be within the business hours that City Hall is open to the public.

F. Emergency Services. If County requires same day emergency repairs and/or services to prevent imminent damage to persons or property (“Emergency Services”), County shall first contact City to provide such services to address the emergency as City, in its discretion, deems appropriate. If County requires same day emergency repairs and/or services to prevent imminent damage to persons or property (“Emergency Services”), County shall first vacate the Building and the Premises and require its employees, volunteers, and invitees to also vacate the Building and Premises. County shall then contact City to discuss options for addressing the emergency and determining responsibility according to the provisions in this Lease. County shall document all efforts made to contact City for any such Emergency Services and shall provide such documentation to City upon request. Any inability or refusal by City to provide Emergency Services shall be confirmed in writing by City.

Attachment A

20. UTILITIES (2.9 N)

City shall be responsible for and pay directly to the utility provider, prior to the delinquency date, all charges and costs for electricity, gas, water, and sewer utilities to the Premises. County shall be responsible for and pay directly to the utility provider, prior to the delinquency date, all charges for other utilities supplied to the Premises for County, including internet services, telephone services, other data or telecommunications services, and other utilities not specifically identified in this Clause 20 that may be supplied at County's request.

21. BUILDING AND SAFETY REQUIREMENTS (3.0 SA)

During the Term and Extension Term(s) of this Lease, City, at City's cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, City shall not be responsible for any ADA violations resulting from alterations made by County, County's operations on the Premises, or the placement of County's furniture, fixtures or equipment by County or its employees, volunteers, or invitees.

City and County shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code §§ 6300 *et seq.*) and the Federal Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*). County agrees to notify City of any repair or maintenance County believes is necessary within the Premises or Building to comply with such Acts for which City is responsible. City shall, if it agrees with County's notice, take appropriate steps necessary to repair or maintain the Premises or Building. In the event City disagrees with County's notice, City shall so inform County in writing within thirty (30) days, specifying the grounds upon which City disagrees, with reference to the applicable Act, as appropriate. Should the Parties continue to disagree on the necessity for the repairs or maintenance provided in County's original notice, they shall meet and confer for not less than ten (10) days in good faith to resolve any differences. In the event that such repair or maintenance is necessary and is the result of County's acts or omissions, provided that County approves a work order with associated expense estimate, City agrees to perform such repair or maintenance and County shall reimburse City within thirty (30) days.

In the event City neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to City providing notice of such neglect or failure or refusal, and if the parties are at impasse on the necessity for the repairs or maintenance included in County's original notice, County may, notwithstanding any other termination provisions contained herein terminate this Lease with thirty (30) days' written notice to the City.

22. ASSIGNMENT AND SUBLETTING (3.1 NA)

County shall not assign or mortgage County's interest in this Lease, or sublet the Premises or any part thereof, without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion.

Attachment A

In the case of any such subletting or assignment approved by City, County shall remain fully obligated to City for the performance of all terms and conditions of this Lease.

23. INSURANCE (3.2 N)

City shall obtain and keep in force during the term of this Lease a program of self-insurance or commercial general liability insurance to cover City's liability arising from City's performance of its obligations hereunder with limits no less than two million dollars (\$2,000,000.00) and a policy or policies of commercial property insurance written on an "All Risks" or "Special Form" basis, or a substitute form providing coverage at least as broad, to cover the loss or damage to the Premises to the full insurable value of all improvements and fixtures owned by City, at least in the amount of the full replacement cost thereof.

City agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. City further agrees to include in the policies required hereunder an Additional Insured endorsement and Primary Non-contributory endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as an additional insured.

County shall obtain, maintain, and keep in full force and effect during the life of this Lease insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the County's operation and use of the Premises. The cost of such insurance or a program of self-insurance shall be borne by the County. County shall designate the City as an Indemnified Party under its program of self-insurance.

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **Two Million Dollars (\$2,000,000.00)** per occurrence.
- b. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **One Million Dollars (\$1,000,000.00)** per accident for bodily injury or disease.
- c. **Commercial property** insurance covering the Premises, fixtures, equipment, building, all property situated in, on, or constituting a part of the Premises and any improvements. Coverage shall be approved of in writing by City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. City shall be included as a loss payee on any such insurance. City shall not be liable for any business income or other consequential loss sustained by County. City shall not be liable for any loss of County's personal property even if such loss is caused by negligence of City, City's employees, or agents.

If City or County maintains broader coverage and/or higher limits than the minimums shown above, the other Party shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance

Attachment A

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the other Party.

Endorsements. County's program of self-insurance shall contain the following provisions:

a. Indemnified Party Status. The City of Laguna Woods and its elected and appointed boards, officers, officials, agents, employees, and volunteers are to be covered as an Indemnified Party on the County's program of self-insurance with respect to liability arising out of work or operations performed by or on behalf of the County of Orange including materials, parts, or equipment furnished in connection with such work or operations.

b. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, suspended, voided, nor the coverage or limited reduced, except with thirty (30) days written notice to the City.

Upon approval by City, the required endorsements set forth herein may be satisfied by County's Certificate of Self-insurance.

Waiver of Subrogation. County and City hereby waive all rights of subrogation.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

County and City shall provide Certificates of Insurance with required endorsements, or a Certificate of Self-insurance to comply with the insurance requirements stated herein prior to the Commencement Date.

Special Risks or Circumstances. City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances; however, said modifications must be mutually agreed upon by both Parties.

In the event any self-insurance or policy of insurance required under this Lease does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by County. In the alternative, City may terminate this Lease.

24. INDEMNIFICATION (3.3 N)

To the fullest extent permitted by law, 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 (collectively, the "City Representatives"), from and against any and all claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines, or penalties of any kind, and costs including consultant and expert fees, court costs, and attorneys' fees) or liabilities (any of the foregoing, a "Claim") from any cause arising out of or relating (directly or indirectly) to County's use or occupancy of the Premises, the conduct of County's operations, or from any activity, work, or thing done, permitted or suffered by County in or about the Premises (including any activity, work, or thing done by any visitors, patrons, guests, invitees, or member of the public), and shall further defend, indemnify, and hold harmless City and the City Representatives against and from any and all Claims arising from any breach or default in the performance of any obligation on County's part to be performed hereunder,

Attachment A

or arising from any act or negligence or misconduct of County, or of its agents, employees, visitors, patrons, guests, invitees, licensees, or vendors in or about the Premises or the Building. Notwithstanding the foregoing, County shall not be liable for damage or injury occasioned by the gross negligence or willful misconduct of City or City Representatives. County's indemnification obligation specifically extends to any and all Claims arising from any activity or thing done by County, or any of its agents, employees, visitors, patrons, guests, invitees, licensees, or vendors, or any member of the public on computers or other electronic devices, located on the Premises, including accessing, downloading, uploading, or viewing material or information regardless of whether such activity or thing done is legal. County's obligation to indemnify shall include County's payment of reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities incurred or suffered by City from City's receipt of the first notice that any Claim is to be made or may be made. County's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease until all Claims against City involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitation.

To the fullest extent permitted by law, City shall, at City's sole expense and with counsel reasonably acceptable to County, defend, indemnify, and hold harmless County and its elected and appointed officials, officers, members, employees, agents, volunteers and representatives (collectively, the "County Representatives"), from and against any and all Claims (including demands, losses, actions, causes of action, damages, liabilities, expenses, charges, assessments, fines, or penalties of any kind, and costs including consultant and expert fees, court costs, and attorneys' fees) or liabilities from any cause arising out of or relating (directly or indirectly) to City's ownership or maintenance (or lack of maintenance) of the Premises or the Building, including any activity, work, or thing done, permitted to be done or requested by City to be done or posted in or about the Premises, except for liability arising out of the sole negligence or willful misconduct of County or County Representatives. City shall also defend, indemnify, and hold harmless County and County Representatives against and from any and all Claims arising from any breach or default in the performance of any obligation on City's part to be performed hereunder, or arising from any act or negligence or misconduct of City, or of its agents, employees, visitors, patrons, guests, invitees, licensees, or vendors in or about the Premises or the Building. City's obligation to indemnify shall include City's payment of reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities incurred or suffered by County from County's receipt of the first notice that any Claim is to be made or may be made. City's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease until all Claims against County involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitation.

In the event judgment is entered against County and City because of the concurrent active negligence of County and City, their officers, agents, or employees, the Parties agree that an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

25. TAX EXEMPTION (3.4 SA) – *intentionally omitted*

26. TOXIC MATERIALS (3.5 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "**Toxic Materials**"). County shall be responsible for and shall indemnify and hold City, its elected officials, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by

Attachment A

County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

City hereby warrants and represents that City has in the past and will hereafter comply with all applicable laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by City results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), City shall promptly take any and all action necessary to clean up such contamination.

27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.6 SA) - *intentionally omitted*

28. ESTOPPEL CERTIFICATE (3.7 SA) - *intentionally omitted*

29. DEFAULTS AND REMEDIES (3.8 N)

County Default:

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "County Default").

City Default:

City shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, City fails within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "City Default").

County Remedies:

County's remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

City Remedies:

City's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

Attachment A

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may terminate this Lease. Such termination shall be deemed effective thirty (30) days after the non-defaulting party provides written notice to the defaulting party that it is terminating this Lease pursuant to this Clause 29. Such termination shall be handled in the same manner as the terminations described in Clause 8 (OPTION TO TERMINATE LEASE), except that written notice shall be thirty (30) days instead of at least one hundred and twenty (120) days.

30. DEBT LIMIT (3.9 SA) - *intentionally omitted*

31. LABOR CODE COMPLIANCE (4.0 SA)

City acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any such future improvements or modifications performed by City at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, City shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/oprl.mail.htm> from the Director of the State Department of Industrial Relations. As required by applicable law, City shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. As applicable, City shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, City shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for City to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

32. RIGHT TO WORK AND MINIMUM WAGE LAWS (4.1 SA)

City shall comply with the United States Immigration Reform and Control Act of 1986 and the United States of America Fair Labor Standard Act of 1938, as amended. Notwithstanding the minimum wage requirements provided for in this Clause 32, City, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

33. COMMISSION (4.2 SA) - *intentionally omitted*

Attachment A

34. COUNTY PROPERTY (4.3 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the City, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and City shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of City's negligence or willful misconduct and not otherwise waived pursuant to Clause 35 (CITY'S RIGHT OF ENTRY) below. City hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that City may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

35. CITY'S RIGHT OF ENTRY AND ACCESS TO THE PREMISES (4.4 N)

City shall have the right to access, enter, inspect, and/or perform work within the Premises at any time, with reasonable notice to County. The right extends to City officials, employees, contractors, licensees, vendors, and invitees. City shall make best efforts to avoid unreasonably interfering or interrupting County programming and operations within the Premises. In the event of an emergency, City shall have a separate right to access, enter, and inspect the Premises to provide or investigate the need for Emergency Services, as described in Clause 19(F). Routine maintenance and janitorial work that the City causes to be performed on or about the Premises or Building shall not require notice to County.

36. SIGNAGE (4.5 N)

County shall not erect, install or maintain any sign or display upon or outside of the Premises and/or Building without prior written approval from City. All such signage shall be consistent with City's municipal sign ordinances and codes, all applicable laws and zoning and site plan requirements, unless specifically waived by City. The name of the library on the Premises shall be the "Laguna Woods OC Public Library."

37. SECURITY SERVICES (4.6 SA)

At its sole cost and expense, County shall be responsible for installing and maintaining a security alarm system with a feature notifying local law enforcement of any intrusions or alarm triggers. At its sole cost and expense, County shall also be responsible for installing door access systems, surveillance systems, and any other security system deemed necessary by County. County's security alarm system and security systems shall provide security services solely within the Premises. When installed in a manner that would puncture City-owned surfaces, or be attached or affixed to any glass surface in or on the Premises, County's security alarm system and security systems shall be subject to the provisions of Clause 16 (IMPROVEMENTS AND CHANGES).

38. AUTHORITY (4.7 SA)

The persons executing the Lease below on behalf of County or City warrant that they have the power and authority to bind County or City to this Lease.

39. LEASE ORGANIZATION (4.8 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

Attachment A

40. SUCCESSORS IN INTEREST (4.9 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

41. DESTRUCTION OF OR DAMAGE TO PREMISES (5.0 NA) – *Intentionally Omitted*

42. AMENDMENT (5.1 SA)

This Lease sets forth the entire agreement between City and County and any modification must be in the form of a written amendment.

43. PARTIAL INVALIDITY (5.2 SA)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

44. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (5.3 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined below in Clause 55 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

45. STATE AUDIT (5.4 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), City shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to City under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

46. WAIVER OF RIGHTS (5.5 SA)

The failure of City or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that City or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

47. HOLDING OVER (5.6 SA)

In the event County shall continue in possession of the Premises after the Term or any Extension 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.

Attachment A

48. EARTHQUAKE SAFETY (5.7 SA)

City hereby confirms that to the best of City's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

49. QUIET ENJOYMENT (5.8 SA)

City agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

50. ADMINISTRATIVE COSTS (5.9 SA) - *intentionally omitted*

51. GOVERNING LAW AND VENUE (6.0 SA)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

52. ATTORNEYS' FEES (6.1 SA)

In the event of a dispute between City and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

53. TIME (6.2 SA)

Time is of the essence of this Lease.

54. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (6.3 SA)

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code section 1938, City hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, City shall correct such non-compliance at City's cost.

Attachment A

55. FORCE MAJEURE (6.4 SA)

For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, epidemic, pandemic, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “**Best Efforts**” includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. City and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

56. CONDEMNATION (6.5 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “**Condemnation**”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County’s option, to be exercised in writing within ten (10) days after City shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. City shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on City’s ability to operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. County hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

57. CONSENT OR APPROVAL (6.6 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

58. UNENFORCEABLE PROVISIONS (6.7 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable by a court of competent jurisdiction, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

59. NOTICES (6.8 SA)

Attachment A

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: City
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637
Attention: City Manager

To: County of Orange
Orange County Public Library
1501 E. St. Andrew Place
Santa Ana, CA 92705
Attention: County Librarian

With a copy to:

Alisha Patterson
City Attorney, City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

With a copy to:

County of Orange, CEO Real Estate
400 Civic Center Drive West, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

60. ATTACHMENTS (6.9 SA)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A - Description of Premises
Exhibit B - Depiction of Premises

61. NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries under this Lease, and no such third parties shall have any rights or obligations hereunder.

62. SIGNATURES IN COUNTERPARTS

This Lease may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature, but all of which together will constitute one and the same instrument.


[SIGNATURES ON NEXT PAGE]

Attachment A

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By  _____
Deputy

Date: 3-22-23

RECOMMENDED FOR APPROVAL

OC Public Libraries

By  _____
County Librarian

COUNTY EXECUTIVE OFFICE

By  _____
Administrative Manager
Real Estate Services

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD OF SUPERVISORS
PER GC § 25103, RESO. 79-1535

BY: _____
ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

CITY

City of Laguna Woods, a municipal corporation

By _____
Cynthia S. Conners, Mayor

APPROVED AS TO FORM:

By _____
Alisha Patterson, City Attorney

COUNTY

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors
Orange County, California

Attachment A

EXHIBIT A

LEASE DESCRIPTION (10.1 S)

PROJECT NO: CEO/RFLS/OCCR-018-029
PROJECT: Laguna Woods Library

DATE:3/9/2023
VERIFIED BY:
Julie Oakley

That certain property including the improvements thereon, shown in hatch markings on Exhibit B, of approximately 1,074 RSF in the Building.

The County shall also have the non-exclusive, in common use of the Outdoor Activity Room shown and defined on Exhibit B and the non-exclusive, in common use of Server Room. The County shall also have the non-exclusive, in common access to and use of parking areas, driveways for vehicle ingress and egress, pedestrian walkways, and other facilities and common areas surrounding the Building.

NOT TO BE RECORDED

Attachment A

EXHIBIT B

DEPICTION OF PREMISES

