

C.A.

CITY OF PETALUMA

LEASE AGREEMENT WITH SONOMA COUNTY LIBRARY

LEASE made the 27th day of January, 1978 between THE CITY OF PETALUMA, a municipal corporation in the County of Sonoma, State of California as Lessor, and the SONOMA COUNTY LIBRARY, a public corporate entity under the laws of California, as Lessee.

The parties agree as follows:

1. Description of Premises. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, for the exclusive use of Lessee in the conduct of public library services, on the terms and conditions set forth in this instrument, those certain premises together with the Library Building presently located thereon in the City of Petaluma, Sonoma County, State of California, described as:

"Beginning at the most southerly corner of the intersection of East Washington Street and Fairgrounds Drive, thence Southeasterly along the bank edge of the existing sidewalk 260 feet more or less to a point; thence at right angles Southwesterly 225 feet more or less to a point; thence at right angles Northwesterly 260 feet more or less to the back edge of the sidewalk paralleling East Washington Street; thence Northeasterly along the back edge of said sidewalk 225 feet more or less to the point of beginning."

The Leased premises are delineated on the sketch marked Exhibit A, attached hereto and made a part hereof by reference.

2. Term. The term of this lease is fifty-five (55) years from the date first written above, pursuant to Section 718 of the Civil Code of California, but subject to termination by either party on the thirtieth day of June in any year, on condition that notice of cancellation be given in writing on or before the first day of the month of January preceding.

3. Consideration. No monetary rent shall be paid under this Lease. The consideration for this Lease consists of the obligations herein undertaken by the Lessee to provide public library services at the leased premises and to

maintain the premises throughout the term of the Lease for such purposes. By accepting this Lease the Lessee undertakes to utilize the premises exclusively for the purpose set out in that certain contract dated January 27, 1975, and entitled "Joint Powers Agreement for Consolidation of Public Library Facilities Among Cities in the County of Sonoma and the County-Wide Provision of Library Services by the Sonoma County Library," which contract was entered into by and between Sonoma County and inter alia, the City of Petaluma.

4. Exclusive Use. The use of the premises for public library is the intended exclusive use of the premises, and Lessor acknowledges that in the execution of the agreements contained herein the Lessee operates pursuant to the Joint Powers Agreement mentioned in Paragraph 3.

5. Condition of Premises. Lessee acknowledges that it has inspected the premises and by execution of this instrument it takes the premises in present condition, with no obligation upon Lessor to make further inspection or to make repairs, alterations, or additions of any kind. Lessee agrees to keep the premises in good order and condition at all times, to keep the same safe, and that upon termination of this Lease it will surrender the premises in as good order and condition as received, reasonable wear and tear excepted.

6. Insurance. Lessee agrees to obtain and keep in force at all times liability insurance to protect itself and the Lessor against claims for personal injury and property damage for which either party may become liable under law on account of the occupation and use of the leased premises. The limits of such insurance shall be in reasonable amounts, considering the intensity of the use of the building and the number of persons entering and leaving, considering the value of money from time to time and the experience of public agencies generally in the settlement of damage claims. Lessor has the right at all times to consult with and to offer advice to Lessee on the amount of insurance so covered. This provision shall not be interpreted as diminishing in any way, whatsoever, the right of either party to cancel this Lease unilaterally by termination upon notice as provided above. Lessor shall also obtain and keep in force at its own expense fire and extended coverage insurance on the building, and Lessee shall obtain and keep in force fire and extended coverage on the building's contents, at all times at its own expense, in policy form customarily written for public or institutional property, always in

insuring amounts sufficient to satisfy any co-insurance clause contained in the contract or contracts. If convenient, the parties may participate in a single policy of insurance, with premiums to be shared on a basis mutually agreed upon. Each party shall be insured as its interest may appear, but in no event shall the interest of Lessee in the building be deemed greater than the reasonable rental value of the building, segregated from the land, for the balance of the unexpired term of the Lease as if notice of termination were given by the City of Petaluma on the date of loss. In the event of serious loss or damage to the building or its contents by reason of any hazard, whether or not covered by insurance, either party may terminate by written notice within twenty (20) days of the date the damage occurs if it deems continuance of operation unfeasible, but if the right of termination is not exercised then the proceeds of any available insurance shall be used directly for repair or restoration of the loss or damage. Lessee shall promptly transmit to Lessor full and true copies of all insurance contracts carried hereunder, including all endorsements thereon, and Lessee shall obtain in all such contracts the agreement of the insuring company or companies that modification or cancellation of policies shall not occur without prior written notice to the Lessor.

7. Indemnity. Lessee agrees that all insurance carried pursuant to the provisions immediately above shall be primary insurance, and that to the extent of coverage the Lessor will not be called upon to contribute to or participate in any way, by itself, or through its own insurance carriers, in the payment of any claim or loss, or judgment. To the extent that losses and damages asserted against Lessor by reason of the use and occupation of the premises during the term of this Lease are not covered by and defended by policies of liability insurance carried by the parties, Lessee agrees that it will save Lessor free and harmless from the same, and that it will indemnify and defend Lessor against the same at all times and save it free and harmless from any and all claims, demands, expenses, costs, attorney fees, litigation expenses, judgments, and any and all detriment whatsoever on account of the same. Lessor agrees that it shall be responsible for loss and damages asserted by reason of Lessor's negligent acts.

8. Utilities, Janitorial Service, Landscape Maintenance. Lessee shall pay for all telephone, gas, electricity, garbage service and water consumed, and any sewer service charges incurred, in the operation of the premises. Lessee shall maintain at its own expense the premises, including, but not

limited to, the parking lot, walkways, refuse collection area and any landscaping which is integral to and associated with said premises, which shall include any and all lawns, shrubbery, ground cover, or other landscaping features.

9. Alterations. Lessee shall not make, or allow to be made, any structural alterations, additions, changes or improvements to the building or any part thereof without the prior written consent of the Lessor. However, Lessee may, without such prior consent, install and maintain in the building, shelving, counters and other fixtures and furnishings as are necessary and customarily used for library purposes. As to such fixtures and furnishings the same shall remain the property of the Lessee, providing that they are capable of being detached from the premises without damage to the building. Upon termination of this Lease Lessee shall remove such fixtures and improvements, unless it received the consent of Lessor in writing to abandon the same to the premises. If Lessee fails to remove fixtures or furnishings in compliance with these provisions, Lessor may remove and dispose of the same and charge the expense of such removal and disposition to the Lessee, and recover such expense in an action at law if necessary, subject to credit to Lessee for the net of any proceeds received upon disposition of the property. Lessee shall take particular care, when quitting the premises, that nothing is removed from the building that was contained in it or built into it prior to its initial occupancy by Lessee, including books previously owned by the City of Petaluma and which have been the subject of any agreement or agreements, whenever made for eventual return to the City of Petaluma, particularly including rare books and books of historical interest to the City.

10. Repairs. Lessee at its own sole cost will maintain the premises and appurtenances thereof in good and sanitary order and condition throughout this Lease, and shall furnish at its own expense all supplies and materials, including lightbulbs, and fixture replacements, as may be necessary to keep the premises in good and safe, and clean, operating condition. Lessee at its sole expense shall provide necessary service and maintenance to the electrical and mechanical equipment installed in the building, except that Lessor shall bear the responsibility for the replacement of any major component of mechanical and electrical equipment, including the total equipment, in the event that the same shall become inoperable or non-functional by reason of obsolescence or other

causes not caused by Lessee. Lessor shall maintain the surface of the parking lot in good condition at its own expense, and maintenance includes the painting and repainting of striping as may be necessary or convenient to direct traffic and indicate the location of parking spaces. Lessor shall maintain and keep in good repair the major structural elements of the building, including the walls, roofs and foundations. This obligation of Lessor does not include the obligation to maintain or decorate any interior surface of the building, except damage which may result from structural failures or damage, or to do any cleaning, washing or painting of such surfaces, nor does it require Lessor to replace interior glass breakage or the breakage of any electrical or plumbing fixtures installed on the interior side of the interior surfaces of the building. Repair or replacement of exterior doors and windows, plumbing and electrical facilities installed within or between the walls or beneath the floors or above the ceilings shall be the responsibility of Lessor.

11. Lessor's Consent to Redecoration. In maintaining and redecorating the building Lessee shall not change in any substantial manner the appearance of its interior surfaces by change in color, wallpapering, or by other means, without the written consent of Lessor.

12. Assignment. Lessee shall not assign its interest under this Lease, nor sub-let the premises or any portion thereof, or convey or attempt to convey any interest therein, without prior written consent of Lessor, and any transaction in violation of this provision shall be null and void.

13. Mechanics' Liens. In procuring work, labor, materials or other things of value to the premises Lessee will notify its contractors and suppliers that the property is publicly owned and is not subject to mechanics' lines, and will further notify such persons that the City of Petaluma shall have no responsibility for the payment of related claims except by written consent entered into by the City pursuant to law.

14. Surrender upon Termination. Upon termination of this Lease, or upon its eventual expiration, Lessee will surrender the premises and remove from the same peaceably without expense or detriment to Lessor. If Lessor is put to any action at law or in equity for violation of this provision it shall be entitled to reasonable attorney fees in addition to any costs and damages allowed by judgment of the Court.

15. Notices. Any notice which is required hereunder, or which either Lessor or Lessee may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally or when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to Lessor:

City of Petaluma
Attention City Manager
P. O. Box 61
Petaluma, CA 94952

or addressed to the Lessee:

Sonoma County Library
Third and E Streets
Santa Rosa, CA 95404

16. Compliance with Laws. Lessee acknowledges that its obligation to comply with all laws which apply to its use and occupation of the premises includes the obligation to comply with the ordinances and municipal regulations of the City of Petaluma.

17. Joint Powers Agreement. In the event that there is a conflict between the terms of this agreement and the terms of that certain agreement entitled "Joint Powers Agreement for Consolidation of Public Library Facilities among Cities in the County of Sonoma and the County-Wide Provision of Library Services by the Sonoma County Library" by and among the County of Sonoma, City of Santa Rosa, City of Healdsburg, City of Petaluma, and the City of Sonoma, dated January 27, 1975, the terms of the latter shall control.

18. Lessor's Right to Perform. In the event that Lessee fails or neglects to do or perform any act or thing required of it under this Lease and its default shall continue for a period of ten (10) days after written notice from Lessor specifying the nature of the act or thing to be done or performed Lessor may, but shall not be required to, perform or cause to be done or performed the act or thing required, and shall be entitled to charge the expense of such doing or performance to the Lessee, and to have and recover its expense from the Lessee. Lessor shall not be held liable in any way or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account thereof. Any act or thing done by Lessor pursuant to this

paragraph shall not be construed as a waiver of any such default by Lessee, or as a waiver of any term or condition of this Lease, or as a waiver of any subsequent default.

19. Waiver. The waiver by Lessor, or failure by Lessor to take action with respect to any default by Lessee hereunder shall not be deemed a waiver of the defaulted term or condition, or a waiver of any subsequent breach of the same.

20. Section Captions. The captions appearing at the beginning of each section of this Lease are for convenience only and are not a part of the Lease and are not intended in any way to limit or enlarge the terms and provisions of this instrument.

21. Lessor's Right to Enter. Lessor, through its agents and employees, has the right to enter the premises at all reasonable times for the purpose of inspection. For the temporary exclusive use of a portion of the facilities of the library, such as the use of meeting rooms, board room or similar community facilities, Lessee shall accord to the City government of Petaluma reasonable preferences and priorities.

IN WITNESS WHEREOF, the parties have executed this instrument.

CITY OF PETALUMA, A Municipal Corporation,

By: Hele Petnam
Mayor

Attest: Margaret J. Nelson
City Clerk

Approved as to form:

Lawrence Klose
P. Lawrence Klose, City Attorney

SONOMA COUNTY LIBRARY,

By: Randolph Newman
Chairman

Attest: _____
Clerk

Pursuant to:

Sonoma County
Library Commission
Resolution No. 141

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF INSTRUMENT
HEREIN DESCRIBED.

IT IS RESOLVED by the Sonoma County Library Commission
that the instrument attached to this resolution entitled

CITY OF PETALUMA

LEASE AGREEMENT WITH SONOMA COUNTY LIBRARY

a copy of which is attached hereto and by reference incorporated
herein, be and the same is hereby approved.

IT IS FURTHER RESOLVED that the Chairman be and he is
hereby authorized and directed to execute such instrument for and
on behalf of the Sonoma County Library Commission for the intent
and purposes specified therein.

DULY PASSED this 17th day of January, 1978

AYES: 6

NOES: 0

ABSENT: 0

VACANCY: 1

APPROVED: *Randolph Newman*

Chairman

ATTEST: *Sue J. ...*

Clerk