

AGREEMENT NO. __ - __
(Agreement for the Lease of Real Property)

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of July, 2022, by and between the County of Yolo, a political subdivision of the State of California (“Lessee”) and the Friends of the Clarksburg Public Library, Inc., a California not-for-profit public benefit corporation (“Lessor”).

WITNESSETH

RECITALS:

WHEREAS, the Lessee is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the Lessor purchased certain real property that contains the leased property in 1964/65 to be used as a Library in lieu of bookmobile services; and

WHEREAS, the Lessor is the owner of the leased property commonly known as 52915 Netherlands Ave., Clarksburg, California 95612, more particularly described as all of lots 5 and 6, block K of Holland Land Co., Subdivision No. 10-A, and the building located thereon. That portion of the said building that includes the main room, the adult bookstack area, the remodeled kitchen, the restroom and the back room and excludes the southerly portion of the aforesaid building shall hereinafter be referred to as “the leased property.” Said leased property contains 1,850 square feet of usable interior space; and

WHEREAS, the Lessee presently leases the leased property under Agreement No. 17-206, which expires on June 30, 2022; and

WHEREAS, the Lessee desires to continue to lease the leased property from the Lessor for a period of years; and

WHEREAS, the Lessor understands that the Lessee is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the Lessee and the Lessor agree as follows:

AGREEMENTS:

I. BASIC SERVICES

- A. Leased Property.** Lessor leases to Lessee and Lessee leases from Lessor the leased property as described in the Recitals above.
- B. Access.** Lessee shall have full and unimpaired access to the leased property at all times.

- C. Common Areas.** Lessee shall have full and unimpaired access to all common areas of the property on which the leased property is located. Common areas include, without limitation, pedestrian walkways and patios, landscaped areas, sidewalks, service corridors, restrooms, stairways, decorative walls, plazas, malls, throughways, loading areas, parking lot and road. Lessee's right of access to said common areas shall be non-exclusive and shall be shared with the other tenants, if any, of Lessor. Lessor shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the management, use and operation of the common room.
- D. Condition of Premises.** Lessor covenants that on the commencement of the lease the leased property shall be in good condition, fully accessible to the public, and in compliance with all applicable laws and regulations, or is taking the necessary steps to ensure that the property is in compliance, and will keep the Lessee fully advised of the steps to be taken and the timeline for completing any changes the Lessor may make to the building. Lessee taking possession of the property on the commencement of the term shall constitute Lessee's acknowledgement that the property is in good condition, except as to latent defects of which Lessee has no actual or constructive knowledge.
- E. Use of Leased Property.** Lessee shall use the premises for County programs and for no other use without Lessor's written consent. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent property or other tenants on the property in which the leased property is located. Lessee shall not use the premises for sleeping, washing clothes, or the preparation, manufacture, or mixing of anything that might emit any odor or objectionable noises or lights onto adjacent properties or into the property in which the leased property is located.
- F. Maintenance by Lessor.**
1. Lessor, at its sole cost, shall keep and maintain in good condition, in a manner which makes the following fully accessible to the public, and in compliance with all applicable laws and regulations, or is taking the necessary steps to ensure that the following are in compliance with all laws and regulations, the following:
 - (a) The structural parts of the building and other improvements that are a part of the leased property, which structural parts include the foundation, bearing and exterior walls, subflooring, ceiling and roof;
 - (b) The unexposed electrical, plumbing and sewage systems, including, without limitation, those portions of the system lying outside the leased property;
 - (c) Plate glass, exterior windows, window frames, gutters and downspouts on the building and other improvements that are a part of the leased property;
 - (d) Landscaping;
 - (e) Parking areas, including resurfacing and restriping as necessary;
 - (f) All doorways, entrances, and all other points of access to and egress from the building and all parts thereof; and
 - (g) All common areas.
 2. Lessor is put on notice that Lessee will use office furniture, electrical, electronic, data processing and other forms of equipment in its operations at Lessor's site, that can be damaged by water, fire, smoke, or extreme heat and/or cold. Therefore, the Lessor shall be responsible for the cost of any repair or replacement of Lessee's property which is damaged, destroyed, or lost as a result of a lack of proper repair, upkeep, or maintenance of the items at Lessor's site listed in Subparagraph 1 immediately above.

3. Lessor shall provide all landscape maintenance, pest control, trash collection and janitorial services to the leased property at Lessor's sole cost and expense, except that upon quarterly submission of a claim and supporting documentation for each cost being claimed, in a form acceptable to Lessee and upon approval by Lessee, Lessee shall reimburse Lessor for actual and reasonable costs of landscape maintenance, pest control, trash collection and janitorial services provided to the leased property up to a maximum amount of ten thousand and no/100 dollars (\$10,000) per year.

G. Photocopier Machine. Lessee hereby licenses and provides the floor space for a photocopier machine to be installed by Lessor. The photocopier machine is to be maintained at Lessor's sole expense and readily available at all times for use by the employees and patrons of Lessee's branch library. All proceeds therefrom are to be collected and retained by Lessor.

H. Maintenance by Lessee. Lessee, at its sole cost, shall maintain in good condition the interior of the leased property, including, without limitation, all Lessee's personal property, signs, light bulbs, fluorescent light tubes and starters, heating, ventilating and air conditioning systems serving the leased property, interior windows and storefronts. Lessee shall be responsible for carpet cleaning in the leased property.

I. Alterations.

1. Lessee shall not make any structural or exterior alterations to the leased property without Lessor's written consent.
2. Lessee, at its sole cost, shall have the right to make, without Lessor's written consent, non-structural alterations to, and install fixtures in, the interior of the leased property that Lessee requires in order to conduct its business on the property. In making any alterations that Lessee has a right to make, Lessee shall supply Lessor with reasonably detailed final plans and specifications of the proposed alteration and the name of its contractor, if any, at least ten (10) days before the date it intends to commence the alterations.
3. Upon the expiration of this lease, at Lessee's option, Lessee shall either remove the alterations and fixtures and restore the leased property to its original condition, or leave the alterations and fixtures on the premises for the use of the Lessor.

J. Utilities.

1. Lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas and electricity, water and sewer service, and telephone service (including line charges for the library telecommunications network).
2. Lessor shall pay all utilities that serve the portion of the above described premises excepted from this lease.

K. Destruction. If, during the term of this lease, the leased property is totally or partially destroyed from any cause, rendering the leased property totally or partially inaccessible or unusable, Lessor shall restore the leased property to substantially the same condition as it was immediately prior to the destruction. Lessor shall use due diligence in achieving such restoration. If restoration of the leased property is not made within ninety (90) days, Lessee may, at its option, begin negotiations with Lessor to determine whether or not it may be necessary to terminate this lease. In the event of a partial or total destruction of the leased property, Lessee shall be entitled to an abatement of rent during the period during which the leased property is partially or totally inaccessible or unusable. The amount of the

abatement shall be the sum that bears the same proportion to the total rent otherwise payable as the portion of the leased property which is inaccessible or unusable bears to the totality of the leased property.

- L. Condemnation.** If the leased property is totally taken by condemnation, this lease shall terminate on the date of taking. If the leased property is partially taken by condemnation, this lease shall continue in full force and effect, except that Lessee shall be entitled to a partial abatement of the rent in the amount which bears the same proportion to the total rent otherwise payable as the amount of the leased property which was taken bears to the totality of the leased property.
- M. Assignment.** Lessee shall not assign or encumber its interest in the leased property without the written consent of Lessor. A change in the department of Lessee that is the primary occupant and user of the leased property shall not constitute an assignment. This lease shall be binding on the successors and permitted assigns of both parties to this lease.
- N. Entry Onto Premises.** Lessor and its authorized representatives shall have the right to enter the leased property at all reasonable times and upon reasonable notice for any of the following purposes:
 - 1. To determine whether the property is in good condition and whether Lessee is complying with its obligations under this lease;
 - 2. To do any necessary maintenance and to make any restoration of the leased property which the Lessor has the right or obligation to perform;
 - 3. To serve, post or keep posted any notices required or permitted under the provisions of this lease;
 - 4. To post "for sale" signs at any time during the term of this lease and to show the premises to prospective brokers, agents, buyers, or persons interested in an exchange;
 - 5. To post "for rent" or "for lease" signs or to show the leased property to any prospective tenants during the last thirty (30) days of the term of this lease or during any period in which Lessee is in default;
 - 6. To shore the foundations, footings, and walls of the leased property and to erect scaffolding and protective barriers around and about the premises, but not so far as to prevent entry to the premises and to do any other act or thing necessary for the safety or preservation of the leased property.
- O. Consent.** Wherever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- P.** In the event of any conflict between any of the provisions of this Agreement, the provision that requires the highest level of performance from Lessor for the Lessee's benefit shall prevail.

II. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. Rent.** The rent for the leased property shall be two hundred fifty-one and no/100 dollars (\$251.00) per month. The rent shall be due and payable quarterly on the last day of each calendar quarter.
- B.** Lessor shall not be entitled to reimbursement for any expenses except as specifically set forth in this Paragraph:

1. Upon quarterly submission of a claim and supporting documentation for each cost being claimed, in a form acceptable to Lessee and upon approval by Lessee, Lessee shall reimburse Lessor for actual and reasonable costs of landscape maintenance, pest control, trash collection and janitorial services provided to the leased property up to a maximum amount of ten thousand and no/100 dollars (\$10,000) per year.
 2. Within thirty (30) days after presentation of evidence satisfactory to Lessee showing payment in full of insurance premiums for required coverage as discussed in Paragraph VIII(B), Lessee shall pay to Lessor its proportionate share of the costs of annual premiums for the required coverage. Lessee's proportionate share is the ratio that the square footage of the leased property (1,850) bears to the square footage of the entire building (3,800), or 48.68%. In the event that Lessor receives a rebate on its insurance premiums, Lessor will share with Lessee its proportionate share.
- C. Other Payments.** The rent obligation set forth in Paragraph A above and the reimbursement obligations for maintenance and insurance set forth in Paragraph B above shall be the Lessee's sole monetary obligations to the Lessor.

III. RECORDS, ACCESS, AND RETENTION

Lessor shall retain and make available for review by the Lessee and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Lessor shall make such records available for inspection and copying by the Lessee and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, Lessor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the Lessee for further retention.

IV. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to the Lessor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to the Lessor, the Lessor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Lessor's position. In connection with any appeal proceeding under this paragraph, the Lessor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, the Lessor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

V. TERM AND TERMINATION

- A. Term.** The term of this Agreement shall be from July 1, 2022 through June 30, 2025, unless sooner terminated as hereinafter provided.
- B. Extension.** The Lessor hereby grants to the Lessee an option to renew this lease for an additional 24 months on sixty (60) days' notice. All the terms and conditions of this lease apply to the option term, except that the payment terms in Paragraph II(A) (Rent) and Paragraph II(B)(1) (Maintenance) may be renegotiated at that time.
- C. Default.** Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.
1. The occurrence of either of the following shall constitute a default by Lessee:
 - (a) Failure to pay rent when due, if the failure to pay continues for thirty (30) days after notice has been given to Lessee.
 - (b) Failure by Lessee to perform any other provision of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Lessee. If the default cannot reasonably be cured within thirty (30) days, Lessee shall not be in default of this lease if Lessee commences to cure default within the thirty (30) day period and diligently and in good faith continues to cure the default.
 2. In the event that Lessor shall be in default of any obligation under this lease, Lessee shall give written notice to Lessor that he has defaulted on his obligation. Lessor shall have thirty (30) days after notice from Lessee to commence to perform its obligations under this lease, except that Lessor shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If Lessor does not perform its obligations within the time limits in this paragraph, Lessee may perform the obligations itself and shall have the right to be reimbursed for the sum it actually expends in the performance of Lessor's obligations. If Lessor does not reimburse Lessee within ten (10) days after demand of Lessee, Lessee shall have the right to withhold from future rent the sum Lessee has expended until Lessee is reimbursed in full. In addition, Lessee is entitled to a partial abatement of rent equal to the reduced value of the leased property during the time in which Lessor's default exceeds the time limits in this paragraph. Notices given under this paragraph shall specify the alleged default and applicable lease provisions and shall demand that Lessee or Lessor perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless the Lessor so elects in the notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- D. Termination Due to Non-Funding.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Lessor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the Lessee may terminate this Agreement by giving

thirty (30) days advance written notice thereof to the Lessor, in which event the Lessee shall have no obligation to pay the Lessor any further funds or provide other consideration and the Lessor shall have no obligation to provide any further services pursuant this Agreement. If the Lessee terminates the Agreement pursuant to this paragraph, the Lessee will pay the Lessor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law, and Lessee will satisfy all other obligations to return the property at Lessee's expense in the same condition as when leased, ordinary wear and tear excepted.

- E. Vacation/Termination/Holding Over.** Within ten (10) days after the termination of the term of this lease, Lessee shall surrender to Lessor the leased property in as good a condition as it was at the commencement of the term of this lease, reasonable wear and tear excepted. If Lessee fails to surrender the leased property to Lessor within ten (10) days after termination of this leased as required by this paragraph, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the premises. If Lessee, with Lessor's consent or acquiescence, remains in possession of the premises after the termination of the term of this lease, such possession by Lessee shall be deemed a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During such month-to-month tenancy, Lessee shall pay all rent required by this lease on or before the fifth (5th) day of each month. All provisions of this lease, except those pertaining to term, shall apply to month-to-month tenancy.

VI. APPLICABLE LAWS

- A.** In the performance of the services required by this Agreement, the Lessor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the Lessee by the Federal or State government.
- B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Lessor waives any removal rights it might have under State or Federal law.
- C.** The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

VII. INDEMNIFICATION

- A.** With the exception that this section shall in no event be construed to require indemnification by Lessor to a greater extent than permitted under the public policy of the State of California, Lessor shall indemnify, defend and hold harmless the Lessee, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from any person, firm, or corporation who may be injured in

using the leased property, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Lessor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Lessor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

- B.** With the exception that this section shall in no event be construed to require indemnification by Lessee to a greater extent than permitted under the public policy of the State of California, Lessee shall indemnify, defend and hold harmless the Lessor, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from any person, firm, or corporation who may be injured in using the leased property, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Lessee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Lessee's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.
- C.** The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

VIII. INSURANCE

- A.** Lessee is insured for liability through the Yolo County Public Agency Risk Management Insurance Authority, a joint powers agency.
- B.** Lessor shall, at its sole cost, maintain on the building and other improvements that are a part of the leased property, policies of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsement, to the extent of the full value of the leased property. Said policies shall remain in force through the life of this Agreement.
- C.** During the term of this Agreement, Lessor shall furnish the Lessee with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Lessee's request, Lessor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Lessee reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Within thirty (30) days after presentation of evidence satisfactory to Lessee showing payment in full of insurance premiums for the above-required coverage, Lessee shall pay to Lessor its proportionate share of the costs of annual premiums for the required coverage. Lessee's proportionate share is the ratio that the square footage of the leased property

(1,850) bears to the square footage of the entire building (3,800), or 48.68%. In the event that Lessor receives a rebate on its insurance premiums, Lessor will share with Lessee its proportionate share.

IX. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Lessee and Lessor at their respective addresses as follows:

Lessor:

Friends of the Clarksburg Library, Inc.
P.O. Box 441
Clarksburg, CA 95612

Lessee:

Clerk of the Board of Supervisors
Attn: General Services
625 Court Street, Room 204
Woodland, CA 95695

- B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

X. CONFLICT OF INTEREST

- A. Lessor shall comply with the laws and regulations of the State of California and Lessee regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Lessor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Lessor's obligations and responsibilities hereunder. This covenant shall remain in force through the life of this Agreement.
- C. Lessor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Lessor will immediately inform the Lessee and provide all information needed for resolution of the question.

XI. AMENDMENT

This Agreement may be amended only by written instrument signed by the Lessee and Lessor.

XII. WAIVER

The waiver by the Lessee or any of its officers, agents or employees or the failure of the Lessee or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. No delay or omission in the exercise of any right or remedy of either party shall impair the exercise of such right or be construed as a waiver, except that the acceptance of delinquent rent shall be construed as a waiver of said default by Lessee.

XIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of the Lessor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of the Lessor and to bind the Lessor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of the Lessor and the Lessor understand that the Lessee is relying on this representation in entering into this Agreement.

XIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XV. ADDITIONAL PROVISIONS

- A.** Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the Lessee choose to excuse any given failure of Lessor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often Lessee may choose to excuse a failure to perform them.
- B.** Except where specifically stated otherwise in this document, the promises in this document benefit the Lessee and Lessor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which

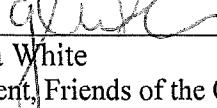
might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Lessee and Lessor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

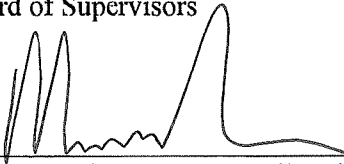
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

LESSOR:

By 
Gloria White
President, Friends of the Clarksburg Library

LESSEE:

By _____
Angel Barajas, Chair
Board of Supervisors

By 
Mark Fink, County Librarian & Chief
Archivist

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

Philip J. Pogledich Digitally signed by Philip J. Pogledich
DN: cn=Philip J. Pogledich, o=County of Yolo, ou=County
Counsel, email=philip.pogledich@yolocounty.org, c=US
Date: 2022.06.14 14:46:30 -0700

Phil Pogledich, County Counsel