

## LEASE AGREEMENT

THIS LEASE, entered into on the 23<sup>rd</sup> day of <sup>2024</sup>~~January 2023~~, is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as Lessee, and Round Valley Friends of the Library, hereinafter referred to as Lessor.

### WITNESSETH:

1. That on the terms and conditions hereinafter expressed, Lessor does hereby lease to Lessee, and Lessee does hereby hire from Lessor, that certain real property located in Mendocino County, California, owned by Lessor, and located at 23925 Howard St. Covelo, California (approximately 3,000 square feet).
2. Lessor shall additionally grant to Lessee a license for the use of the shared "joint use" spaces marked in the map "Exhibit A", such as hall, restrooms, utility room, and Community Room. Lessor shall give Library events preference for the use of the Community Room over other events.
3. The term of the lease shall be for a period of three (3) years, commencing November 6<sup>th</sup>, 2023.
4. The rent shall be the sum of \$7,960 per quarter or \$31,840 per year, payable monthly in advance by the twentieth (20<sup>th</sup>) day of the first month of each quarter, commencing on November 20<sup>th</sup> with the first quarter pro-rated. This amount covers both the lease of the Library space and the license for the "joint use" spaces.
5. Said rent shall be increased on each anniversary date of the lease by the percentage increase of the Consumer Price Index, West Region for the previous year (by using the annual percentage listed for the previous January) with a 3% annual cap, until termination of the lease or until otherwise agreed to by the parties in writing.
6. This agreement may be amended by the parties hereto and may be canceled by mutual written consent. This lease agreement embodies the entire agreement between Lessor and Lessee and may be amended only in writing executed by both Lessor and Lessee.
7. Lessee may, at its sole discretion, upon State legislation or local budgetary directives effecting changes in funding or manning tables of County programs resulting in elimination or decrease in space requirements, relinquish space, and shall be entitled to resultant proportionate decrease in rental payments, or full cancellation of this Lease Agreement.
8. If Lessee shall not have been in default hereunder, Lessee shall have the option to extend this lease for three (3) period(s) of three (3) year(s) each, upon the same terms and conditions as set forth herein, except that Lessor shall be permitted to request an increase in rent paid by Lessee. The agreement shall not be extended if the parties cannot agree to the yearly amount of rent to be paid to Lessor.

9. The following terms and conditions shall apply to the areas occupied by Lessee as a tenant:
- a. Lessor shall be obligated to keep in repair said buildings, the sidewalks adjacent thereto, the heating plant, electrical service, and parking areas. Lessor agrees to pay the expense of all heating, water, electricity, and utilities of every sort used, and maintenance work, to include any routine changing of light bulbs, in and on the said premises during the term of this lease, and as the same may be extended, with reimbursement for the Lessee's share included as part of the agreed upon lease amount. Lessee agrees to make provision for the disposal of library refuse and garbage from said premises at Lessee's sole cost and expense.
  - b. Lessor shall satisfy requirements as may be established by the California Department of Industrial Relations, including, but not limited to, the Division of Occupational Safety and Health, to the extent such requirements are required to be made on office buildings throughout the State of California, within thirty (30) days of such request or other such period of time as permitted by law or the Department.
  - c. Lessor warrants at the commencement of the lease agreement that the premises meet all applicable standards and provisions of state and federal law for occupancy. Failure of the premises to meet such standards shall constitute a material breach of this agreement. In the event of such breach, Lessee's sole option shall be termination of the agreement within the first 90 days following execution.
  - d. Lessee may not make any change, addition, or alteration in said premises without obtaining Lessor's consent in writing first, which consent shall not be unreasonably withheld. All locks or bolts, alterations or improvements permanently affixed to, or made upon said premises by either of the parties other than furniture/fixtures affixed because of seismic precautions, shall be and become property of Lessor and shall remain upon and be surrendered with the said premises as a part thereof upon the termination of the lease. Those fixtures and improvements not permanently attached to the premises by Lessee may be removed by Lessee upon expiration or termination of this lease. In the event Lessee installs its own locks and/or bolts and removes the locks and/or bolts upon termination of the lease, Lessee at Lessee's sole cost and expense shall replace its locks and/or bolts with the original hardware or alternate hardware satisfactory to Lessor and restore doors and door frames to their original condition. Lessee has permission to install a burglar alarm and or other security systems and contract for alarm monitoring services. All equipment installed for the purpose of burglar or security systems will be removed by Lessee upon expiration or termination of this lease.
  - e. Lessee shall not assign or transfer this lease, nor sublet the whole or any part of said premises without written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld.
  - f. Lessee shall peaceably and quietly surrender and yield up unto the Lessor on the last day of said term, or as the same may be extended, or other sooner

termination of this lease, the said premises, and improvements thereon in as good a state or condition as they are now, or may be put into hereinafter, reasonable use, wear, and damage by the elements excepted.

- g. If subject premises should be damaged to the extent it is untenable or destroyed by fire, earthquake, or like calamity or by such event be rendered unfit for the purposes of Lessee, this lease shall cease and terminate upon mutual agreement of Lessee and Lessor. No rent shall be due or be payable for the period during which the premises are thus rendered untenable for the purpose or use intended by the Lessee. If premises are untenable for a period of longer than 12 months, or sooner upon agreement of both parties, then either party may terminate this Lease Agreement.
  - h. If any installment of rent should not promptly be paid on or before its due date as above specified, or if default shall be made on any of the other covenants herein contained on the part or behalf of the Lessee to be paid, kept, or performed, then at its option Lessor may, twenty (20) or more days after notice of such default given and not cured, terminate this lease. Said notice of default, however, shall not be effective unless it is in writing, and specifically mentions the covenants that are being violated, and is sent to the Lessee by certified mail to the address Purchasing Agent of Mendocino County by certified mail and addressed as follows: Purchasing Agent, County of Mendocino, 841 Low Gap Road, Ukiah, California, 95482.
- 9. In the event litigation arises between the parties hereto, in connection with this lease, each party shall be responsible for their own costs and attorney fees relating to said dispute, including any lawsuit brought by either party.
- 10. Where Lessor fails to provide contracted maintenance, as stipulated in Section 8(a) above, within two weeks of notification by Lessee, Lessee shall have the authority to contract with an independent vendor for such maintenance and to withhold the cost of repairs from Lessee's next monthly payment to Lessor.
- 11. Lessor and Lessee agree that any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or painting, (excluding routine maintenance work, minor repainting, and landscape maintenance), of the facility shall meet all federal, state, and local requirements. Lessor shall require any party performing any work that constitutes a public works project as defined by California law, including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of the facility to comply with all provisions of California law regarding construction that constitutes a public works project. Lessor shall indemnify and hold Lessee harmless from and defend Lessee against any and all claims of liability for any failure by Lessor arising in whole or in part from Lessor's or its agents,' contractors' or employees' failure to comply with the duties proscribed by this Section.
- 12. All notices, requests, demands, or other communications under this agreement shall be in writing. Notices shall be given for all purposes as follows:



Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective ten (10) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/ DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Scanned transmission: When sent by scan to the email address of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To Lessee: COUNTY OF MENDOCINO  
Purchasing Agent, General Services  
841 Low Gap Road  
Ukiah, CA 95482

To Lessor: Friends of the Round Valley Branch Library  
PO Box 620  
Covelo, CA 95428

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this agreement.

13. All the provisions of this lease shall be binding upon, and inure to the benefit of, the respective parties hereto, their respective heirs, administrators, and assignees.
14. Each party to this lease shall have the right to cancel the lease upon ninety (90) days' written notice to the other party.
15. If Lessee should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this agreement, or

other means of performing the same functions of such products, Lessee may unilaterally terminate this agreement only upon thirty (30) days written notice to Lessor. Upon termination, Lessee shall remit payment for all rent owed to Lessor up to the date of termination.

15. This agreement, including all attachments, exhibits, and any other documents specifically incorporated into this agreement, shall constitute the entire agreement between Lessee and Lessor relating to the subject matter of this agreement. As used herein, agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this agreement and any of the exhibits, the provisions in the body of this agreement shall control.
16. Lessor shall have the right to enter the premises with 24-hour notice to the Lessee for the purpose of inspecting the same or making such repairs and alterations as are needed at the sole discretion of the Lessor. Lessor shall further have the right to inspect the premises to insure that: Lessee has conformed to all the terms and conditions of this agreement.
17. Upon termination of this agreement, the County will surrender to Lessor the items inventoried in "Exhibit B."
18. Lessor may retain any discarded circulation materials from Lessee's collection to do with as they see fit.

The parties hereto have executed this Agreement in duplicate the day and year first written above.

**DEPARTMENT FISCAL REVIEW:**

See page 6A

DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_

Budgeted: ☒ Yes ☐ NoBudget Unit: **6110**Line Item: **862210 LBM5A**Grant: ☐ Yes ☒ No

Grant No.: N/A

**COUNTY OF MENDOCINO**By: Maureen MulherenMaureen Mulheren ~~GLENN McCOURTY~~, Chair  
BOARD OF SUPERVISORSDate: 01/23/2024**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 01/23/2024I hereby certify that according to the provisions  
of Government Code section 25103, delivery  
of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle  
Deputy 01/23/2024**INSURANCE REVIEW:**By: Darcie Antle  
Risk ManagementDate: 12/07/2023**CONTRACTOR/COMPANY NAME:**

By: See page 6A

NAME AND ADDRESS OF  
CONTRACTOR:

Friends of the Round Valley Branch Library

PO Box 620

Covelo, CA 95428

By signing above, signatory warrants and  
represents that he/she executed this Agreement  
in his/her authorized capacity and that by  
his/her signature on this Agreement, he/she or  
the entity upon behalf of which he/she acted,  
executed this Agreement**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County CounselBy: Christian M. Curtis  
DeputyDate: 12/07/2023**EXECUTIVE OFFICE/FISCAL REVIEW:**By: [Signature]  
Deputy CEO or DesigneeDate: 12/07/2023



DEPARTMENT FISCAL REVIEW:

Berk Chyng Dec 7, 2023

DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 6110

Line Item: 862210 LBM5A

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: See page 6  
GLENN McGOURTY, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: See page 6  
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: See page 6  
Deputy

INSURANCE REVIEW:

By: Darcie Antle  
Risk Management

Date: 12/07/2023

CONTRACTOR/COMPANY NAME:

Edmund TePas DEC. 10, 2023

By: PRESIDENT FRVPL  
Edmund TePas

NAME AND ADDRESS OF  
CONTRACTOR:

Friends of the Round Valley Branch Library

PO Box 620

Covelo, CA 95428

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Christian M. Curtis  
Deputy

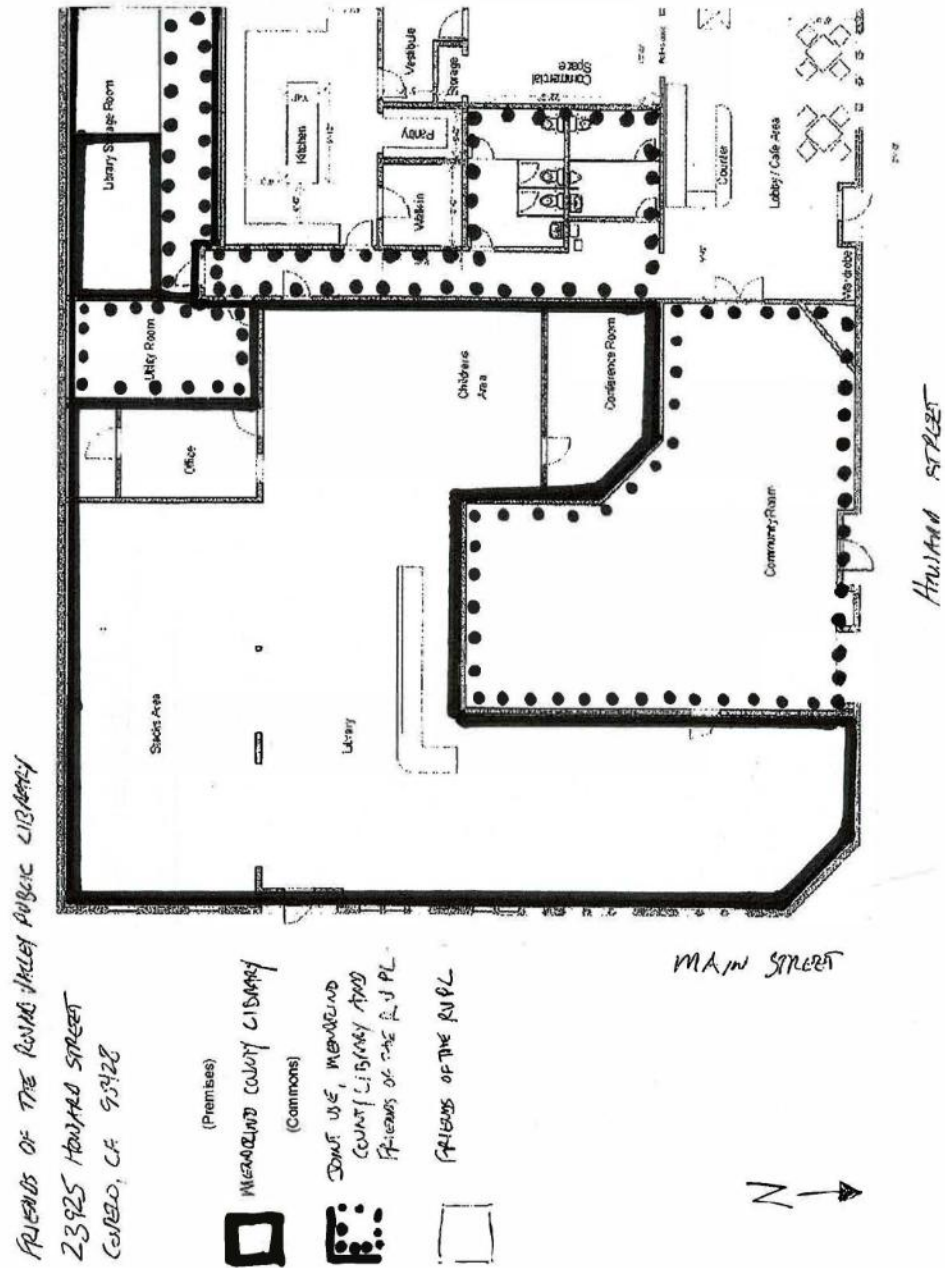
Date: 12/07/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 12/07/2023

Exhibit A





## EXHIBIT B

Equipment and furnishings owned by the Friends of the Round Valley Public Library in the area leased by the County of Mendocino:

1. glass display cases (2)
2. wooden flat file with drawers for maps
3. oak tables, square (2)
4. oak chairs (30)
5. leather chairs (4)
6. computer station tables (2)
7. periodical reading tables (2)
8. circulation desk and chairs
9. book shelving (all)
10. card/seed catalog
11. DVD wall display (2)
12. air purifiers (2)
13. conference room table
14. Mac computers (3)
15. orange metal book cart
16. signage, graphics, displayed art
17. children's area furniture and carpets
18. community room equipment and furniture (all)
19. office shelving and chairs
20. office counter work surfaces