

RESOLUTION NO. 6506-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL
APPROVING AND ADOPTING THE AMENDMENT TO 7140 BODEGA AVENUE LEASE AGREEMENT
AMENDMENT NUMBER 1

WHEREAS, the CITY OF SEBASTOPOL, a municipal corporation, hereinafter called CITY, and the SONOMA COUNTY LIBRARY, hereinafter called LESSEE, has an existing agreement for operation and management the Sebastopol Library; and

WHEREAS, the City of Sebastopol and Lessee agree to Amend the current agreement listed as Attachment A (Amendment 1).

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sebastopol, approval of the Amendment Number 1 to the Agreement with SONOMA COUNTY LIBRARY.

PASSED AND ADOPTED, by the CITY COUNCIL of THE CITY OF SEBASTOPOL, COUNTY OF SONOMA, of STATE OF CALIFORNIA on this 17th day of January 2023.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes: Councilmembers Maurer, McLewis, Zollman, Vice Mayor Rich and Mayor Hinton

Noes: None

Absent: None

Abstain: None

APPROVED: 
Mayor Neysa Hinton

ATTEST: 
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 
Larry McLaughlin, City Attorney

LEASE AGREEMENT

LEASE made and entered into the 1st day of January 2023, between the CITY OF SEBASTOPOL, a Municipal Corporation, as Lessor, and the SONOMA COUNTY LIBRARY, as Lessee.

IT IS AGREED between the parties as follows:

DESCRIPTION OF PREMISES. The Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the exclusive use of Lessee, on the terms and conditions hereinafter set forth, those certain premises with appurtenances, situated in the City of Sebastopol, County of Sonoma, State of California, and described as follows:

7140 Bodega Avenue

TERM. The term of the lease shall commence on the first (1st) day of January 2023 and shall remain in full force and effect for a period of thirteen (13) years and terminating on the thirty first (31st) day of December 2036 unless cancelled by either party by notice in writing to the other party at least eighteen months in advance.

CONSIDERATION. No monetary rent shall be paid for the premises. The material consideration for this lease is the benefit accruing to the City of Sebastopol through the provision of library service by the Sonoma County Library.

USE. The premises are leased to the Lessee for the purpose of conducting thereon and therein a branch of the Sonoma County Library.

ALTERATIONS. Lessee shall not make, or suffer to be made, any structural alterations of the said premises, or any part thereof, without the written consent of the Lessor first sought and obtained, provided, however, that Lessee may install, build and maintain in or on said premises such shelving, counters or other fixtures or furnishings as may be necessary for the use of said premises as a branch of the Sonoma County Library and upon the termination of this lease said Lessee is hereby granted the right to remove such fixtures or furnishings as may have been installed by Lessee during the term of said lease, provided that the Lessee shall repair or replace any areas damaged by such installation or removal to its original conditions, subject to reasonable wear and tear only.

UTILITIES, JANITORIAL SERVICE, LANDSCAPE MAINTENANCE. Lessee shall pay for all gas, electricity and water consumed, and any sewer service charges incurred, in the operation of the premises. Lessee shall provide at its own expense such janitorial service as may be needed. Lessor shall maintain at its own expense any landscaping which is integral to, and associated

with, the subject building.

REPAIRS. Lessee, at its own cost and expense, will maintain the premises and appurtenances and every part thereof in good and sanitary order, condition, and repair throughout its occupation of the premises under this Lease, and shall furnish at its own cost all necessary materials and supplies, including light bulbs, and replacement of fixtures, as may be necessary to keep the premises in good operating order for its intended purposes. Lessee's obligation to maintain includes the obligation to service, maintain and repair all electrical and mechanical equipment installed in the building, except that Lessor shall be responsible for the replacement of any major components of mechanical and electrical equipment, including the equipment itself, which shall become inoperative or non-functional. Lessor shall be responsible for the replacement of carpeting due to excessive wear. Lessor shall maintain and repair as necessary, the building shell including *its* walls, roofs, ceilings, doors, and major structural members. This obligation of the Lessor does not include any obligation, however, to maintain the interior surfaces of the building structure, such as interior walls, ceilings and floor surfaces in clean and sanitary conditions, and Lessor shall not be responsible for any necessary or desirable cleaning, washing, decorative painting, or painting or other similar treatment intended to maintain cleanliness and sightliness in the interior of the building.

TERMINATION. In the event Lessor elects to terminate its participation *in* this agreement, Lessor agrees to enter into a new agreement with Lessee for the joint operation of library services from said premises, for the mutual benefit of residents of the city and of the surrounding unincorporated area, under terms which are mutually agreeable to Lessor and Lessee.

ENTRY BY OWNER. Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated or for the purpose of making repairs, alterations, or additions to any other portion of said building.

INSURANCE. LESSEE shall procure and maintain during the life of this Agreement, Insurance as listed in Exhibit A. Lessee will obtain and keep in force liability insurance and fire and hazard insurance covering the furniture, fixtures, materials and operations conducted on the premises under this lease, in policy form and amounts the same or substantially the same as carried by the Lessee in conducting its operations throughout and in the several locations of Sonoma County in which it provides library services, as shall be determined in the exercise of good discretion and judgment by the governing board of Lessee. Lessee shall transmit copies of certificates of such insurance policies to Lessor upon demand of Lessor. Lessee shall hold Lessor free and harmless from, and shall indemnify Lessor against, any and all costs, claims, liabilities, expenses, attorney fees, and other obligations and detriments which may arise out of the operations of Lessee under this lease, whether the same shall be caused by the death or personal injury of any person or persons or damage or loss to property, or otherwise. Lessor shall be responsible for fire and hazard insurance only on the structure.

BINDING ON SUCCESSORS. The covenants and conditions herein contained shall apply to and bind the successors and assigns of all of the parties hereto.

ADDITIONAL TERMS AND CONDITIONS: USE OF FORUM ROOM. Lessee shall give Lessor first priority in reserving the use of the Forum Room for the purpose of public meetings of the Sebastopol City Council, Sebastopol Planning Commission and other City boards and commissions. Lessee shall make no charge to Lessor for the use of the Forum Room for public meetings. Lessee shall provide 3 sets of keys to Lessor. to the Forum Room and other rooms of the Library, for the purpose of assuring emergency service access. Lessor shall assure that only authorized City personnel use said keys.

ASSIGNMENT OF LEASE TO OTHERS. Lessee shall not assign this lease to any other public agency nor person or private party without first securing the consent of the Lessor.

CITY OF SEBASTOPOL



Mayor Neysa Hinton

ATTEST:



City Clerk

SONOMA COUNTY LIBRARY

By: 

INTERIM LIBRARY DIRECTOR

ATTEST:



Clerk

Exhibit A
CITY of Sebastopol
Insurance Requirements for LESSEE

LESSEE shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with LESSEE'S operation and use of the leased premises.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **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 \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if LESSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to LESSEEs with employees).
4. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the LESSEE maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The **CITY of Sebastopol, its officers, officials, employees, and volunteers** are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the LESSEE's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days prior notice to the CITY.

Waiver of Subrogation

LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the LESSEE shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the LESSEE shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

Verification of Coverage

LESSEE shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the LESSEE's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

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.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer.

SCL-City of Sebastopol Lease Update 2022

Final Audit Report

2023-01-10

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