

Attachment A



GA 609-3
 La Habra Library
 221 East La Habra Blvd.
 La Habra, CA 90631

LEASE

THIS IS A LEASE (“**Lease**”) made _____ 2026, (“**Effective Date**”), by and between the CITY OF LA HABRA, 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**”). The City and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

- I. The City is the owner of land located at 221 E. La Habra Blvd., La Habra (“**Property**”), which was subsequently improved, as noted below, and at which the County has operated a County Library facility since 1966.
- II. In 1965, the Parties agreed that the County would design and construct a library facility (“**Building**”) on a portion of the Property (“**Premises**”), and the City would allow the County to operate it as a County library.
- III. On December 4, 1980, the Parties entered into a lease whereby the City would lease the Premises to County, and the County would remodel and expand the Building in order to continue to provide free library services to the public for a fifty-five (55) year term, which is set to expire on December 3, 2035 (“**Prior Lease**”).
- IV. The Parties agree to enter into this new Lease, which replaces, restates and supersedes the Prior Lease as set forth herein, and updates or modifies certain terms and conditions, including but not limited to repair and maintenance obligations, some of which go into effect on January 1, 2036, as more fully set forth below, the term, and brings additional clauses up to County standard terms.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to this Lease, as of the Effective Date first written above as follows:

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 as the library located at 221 East La Habra Blvd., La Habra, California, 90631, located within the Premises.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, 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.

Attachment A

“**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 Manager**” means the City Manager of the City of La Habra.

“**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.

“**OC Public Libraries/Facilities Manager**” means the Manager, OC Public Libraries/Facilities Services, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Librarian.

2. PREMISES (1.1 SA)

City leases to County the Premises, including the improvements and Building thereon, described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 13,994 rentable square feet (“**RSF**”) in the Building, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, and common areas appurtenant to the Premises.

3. USE (1.2 SA)

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

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

4. PARKING (1.3 SA)

City shall operate, maintain, and provide parking area(s) for library patrons and the County, with sufficient free parking.

City shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act (“**ADA**”), Section 7102 of the California Uniform Building Code and the

Attachment A

applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA)

It is mutually agreed that as of the Effective Date this Lease shall terminate, replace and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises including that certain Prior Lease dated December 4, 1980, except for those terms relating to continuing obligations in the Prior Lease for events during the term of the Prior Lease between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by County pursuant to the terms of the Prior Lease or any other prior agreement between the Parties hereto shall remain the personal property of County, who shall have the right but not the obligation to remove same at the termination of this Lease.

6. TERM (1.5 NA)

The Term of this Lease shall commence on the Effective Date, and shall continue in effect until December 3, 2060 (“Term”).

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 30 (DEFAULTS AND REMEDIES), the Parties may mutually agree to extend the term of this Lease for two (2) five (5) year periods (each an “**Extension Term**”) approved and executed by the Chief Real Estate Officer and memorialized in subsequent amendments. Either Party may give notice of its desire to extend the Term no sooner than twelve (12) months, and no later than nine (9) months, prior to the Lease termination date. “Term” as used in this Lease shall mean the initial Term and any Extension Term(s) if mutually agreed by the Parties. Both Parties shall have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE) during any extension of this Lease.

8. OPTION TO TERMINATE LEASE (1.7 NA)

This Lease may be terminated at any time by either Party after December 4, 2045, by giving written notice to the other Party at least one hundred and eighty (180) days prior to said 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 any Extension Term(s) and shall continue to be rent-free as long as County uses the Premises to provide free public library services.

Attachment A**10. CONSTRUCTION (2.2 SA)**

Within one year of the Effective Date of this Lease, County shall complete, at County's sole cost, the Work consistent with, and as defined in the attached Exhibit D, which is attached hereto and by this reference made apart hereof (the "**Work**"). County shall perform the Work set forth in Exhibit D in a manner that complies with all applicable accessibility standards. The City may require that the County provide documentation that the Work completed meets the ADA (as defined below) building code requirements, and the County will provide such documentation upon request.

11. ALTERATIONS (2.5 SA)

County may make any interior 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 the County that may be required in connection with its provision of free public library services, in its discretion. 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 but not 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. To the extent that the County desires to perform any work that would involve modifications or upgrades to the buildings systems or structural components of the Building, such work shall only be performed with the prior written approval of the City, and upon receipt of any applicable permits or approvals from the City.

12. 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 Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), 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, after consultation with and upon written approval from City, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove any such telecommunication improvements from the Premises and/or Building after consultation with and upon written approval from City.

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

A. County shall provide, at its own cost and expense, all repair, maintenance and janitorial services inside the Building until December 31, 2035, unless otherwise stated herein. City shall provide, at its own cost and expense, all repair, and maintenance outside of the Building and Premises, including but not limited to the parking lot and landscaping.

B. Commencing on January 1, 2036 ("**Maintenance Commencement Date**"), the allocation of the repair, and maintenance, including the Heating, Ventilation, Air Conditioning ("**HVAC**") system,

Attachment A

between the Parties for the Building and Premises are as set forth below, and as further detailed in Exhibit C, which is attached hereto and by reference made a part hereof.

1. County Services. County shall provide, at its own cost and expense, except as otherwise provided in this Lease or as otherwise directed by City: (1) all janitorial supplies and services to the Premises, including the supplying of restroom expendables and replacement of light bulbs and Light Emitting Diode (LED) lamps; (2) any and all necessary repair, maintenance and replacement of all equipment and personal property within the Premises; (3) the cleaning and refinishing of interior furniture and shelving and repair of all damage to the Building or Premises caused by County's patrons' use and/or misuse of the Premises, (4) carpet and painting within the Premises, and (5) the services contained within Exhibit C.

2. City Services. 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 systems therein), and parking lot in good order, condition and 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 HVAC system, the plumbing, electrical and mechanical systems, roof, paving, exterior pest control, and landscaping, including the services contained within Exhibit C. City shall not be responsible for any damage caused by County's patrons' use and/or misuse of the Premises by the County, its employees, agents or invitees.

If either Party fails to provide satisfactory repair and maintenance to the Premises as provided in this Lease, the other Party may give written notice of same wherein the Party shall instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions within a reasonable time.

C. Emergency Repairs. County may request City make emergency repairs to the Building if such repairs are necessary for County's use and operation of the library. If City or City's representative cannot be contacted by County for emergency repairs, County may, at its option, have the necessary repairs made and/or provide services to remedy the emergency condition and request reimbursement from City. Any County request for reimbursement is subject to review and approval, as deemed necessary by City, and in the event that there is a dispute related to the cost of emergency repairs conducted by the County, the Parties shall meet and confer to resolve the dispute. Notwithstanding the above, County may communicate a notice of a deficiency to City by telephone and confirming facsimile or email. The date and time stamped on the facsimile/email confirmation page shall determine the date and time notice was first given to City.

D. Normal Business Hours. The "**Resource Deployment Formula**" determines the days and hours of operations for libraries based on weighing factors which include, but are not limited to, population, taxes and circulation of library materials. Pursuant to and consistent with the Resource Deployment Formula, the County agrees to keep the Premises and Building open the minimum hours determined ("**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.

14. UTILITIES (2.9 N)

County shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises.

Attachment A**15. BUILDING AND SAFETY REQUIREMENTS (3.0 SA)**

During the Term and Extension Term(s) of this Lease, City, at City's sole 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 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 or the placement of County's furniture, fixtures or equipment by County.

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 necessary within the Premises or Building to comply with such Acts for which City is responsible and City agrees to take such steps necessary to repair or maintain the Premises or Building. 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 agrees to 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, County may, notwithstanding any other termination provisions contained herein: thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the City.

16. ASSIGNING AND SUBLETTING (3.1 SA)

County shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of City. Any subleases executed by County without City's written consent shall be null and void. However, both Parties agree that the County has the right to enter into a license agreement with the Friends of the Library, without the prior written consent of the City. This Lease serves as notice to the City of said license agreement between the County and Friends of the Library.

17. INSURANCE (3.2 N)

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, County agrees to amend, supplement or endorse the policies to do so.

Attachment A

Without limiting the indemnity provisions of the lease agreement, the County shall procure and maintain in full force and effect during the term of the agreement, the following policies of insurance.

COUNTY INSURANCE:

County shall obtain, maintain, and keep in full force and effect during the life of this Lease, insurance or 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 born by the County.

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 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 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 employees, or agents.
- d. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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.

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 the City will be promptly reimbursed by County. In the alternative, City may terminate this Lease.

Attachment A

If the County 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 higher limits maintained by the lessee.

City reserves the right to review industry standards and a comparison of similar buildings in the area and impose a reasonable increase of the insurance limits every three (3) years from the Effective Date of this lease.

ENDORSEMENTS

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(b) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(c) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Lessee.

Attachment A

(2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(d) Workers' Compensation

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

The Insurance obligations under this lease agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the County; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the County under this lease agreement.

CITY INSURANCE:

Commercial Property Insurance: City shall obtain and keep in force during the term of this Lease a policy or policies of commercial property insurance written on an "All Risks" or "Special Form" basis, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by City) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

City agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents by the insurance company issuing said policy or policies. City shall provide the County with a Certificate of Insurance as evidence of compliance with these requirements.

Commercial General Liability Insurance: City shall obtain and keep in force during the term of this Lease a program of self-insurance or commercial insurance To cover City's liability arising from City's performance of its obligations hereunder with limits no less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate The 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. If commercially insured the policy evidencing such insurance shall provide the following:

a) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and

Attachment A

agents as an additional insured, or provide blanket coverage which will state As Required by Written Contract.

- b) A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the City's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- c) City shall provide thirty (30) days prior written notice to County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to the non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation or non-renewal may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.
- d) The policy shall be written on an occurrence basis and shall provide a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate and shall include broad form contractual liability coverage.
- e) The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

Prior to the Commencement Date of this Lease and upon renewal of such policies, City shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If City fails to procure and maintain the insurance required to be procured by City under this Lease, County may, but shall not be required to, order such insurance, and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

18. INDEMNIFICATION (3.3 N)

County hereby agrees to indemnify, hold harmless, and defend City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising in connection with County's use and occupation of the Premises and their maintenance obligations under this Lease, except for liability arising out of the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

City hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and volunteers against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising out of the City's maintenance obligations under this Lease, except for liability arising out of the sole negligence or willful misconduct of County, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

Attachment A

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.

19. 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 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.

20. DEFAULTS AND REMEDIES (3.8 N)

- A. 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**”).
- B. 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

Attachment A

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**”).

- C. **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.
- D. **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.

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately 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. Upon termination of this Lease, County may remove all County-owned property and equipment from the Premises in a timely manner.

21. 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 Maintenance Commencement Date 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 pay or cause its contractors and/or subcontractors to pay 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/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. As required by applicable law, City shall cause to be posted 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 or its contractors and/or subcontractors, shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, City shall cause payroll records to be maintained 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. Upon request City shall provide the OC Public Libraries/Facilities Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Attachment A

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.

To the extent County makes any improvements to the Building or Premises, County shall be subject to the same requirements in this Clause 21.

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

In accordance with the United States Immigration Reform and Control Act of 1986, *as applicable*, City shall require its employees that directly or indirectly service the Premises or the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. City shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, City shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. City shall require and verify that all its contractors or other persons servicing the Premises on behalf of the City also pay their employees no less than the greater of the Federal or California Minimum Wage.

City shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, City, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

To the extent County makes any improvements to the Building or Premises, County shall be subject to the same requirements in this Clause 22.

23. 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.

Attachment A**24. CITY'S RIGHT OF ENTRY AND ACCESS TO THE PREMISES (4.4 N)**

City shall have the right to enter the Premises at any time, with or without notice to County. City and County shall each have full access to the entire Premises, with the exception of each Party's server room. Access to each Party's server room shall be limited to that Party and its officers, agents, employees, and volunteers, unless such Party permits access to the other Party.

25. SIGNAGE (4.5 SA)

County shall not erect, install or maintain any sign or display upon or in front of the Premises and/or Building without prior written approval from City. However, County may hang up to two banners and/or flags at each entrance to the Building for special events without prior City approval. Such banners and flags shall be removed promptly after the conclusion of such special events. All signage shall comply with all applicable laws and zoning and site plan requirements.

26. SECURITY SERVICES (4.6 SA)

County may provide security services within the Premises. City may provide security services for the exterior of the Premises.

As part of the Work set forth on Exhibit D, attached hereto, the County and City shall coordinate to ensure that the Building alarm system notifications are wired such that City's Police and Fire Departments are notified when the Building alarm system activated.

27. 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.

28. 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.

29. 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.

30. DESTRUCTION OF OR DAMAGE TO PREMISES (5.0 NA)

“**Partial Destruction**” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than 25 percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

Attachment A

“**Total Destruction**” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, City shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by City, at City’s sole cost, within one hundred eighty (180) days of the occurrence of said Partial Destruction or within an extended time frame as may be mutually agreed. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County’s employees, agents or invitees. The Partial Destruction of the Premises shall in no way render this Lease null and void. Should City fail to complete necessary repairs, for any reason, within one hundred eighty days (180), or other time frame as may be mutually agreed, County may, at County’s sole option, terminate the Lease.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease shall in no way be rendered null and void and City shall immediately initiate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County’s employees, agents or invitees. In the event City refuses to diligently pursue or is unable to restore the Premises to a condition suitable for being occupied (including replacement of all tenant improvements) within one hundred and eighty (180) days of the occurrence of said destruction or within an extended time frame as may be mutually agreed, County may, at County’s sole option, terminate this Lease.

31. 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 signed by both Parties.

32. PARTIAL INVALIDITY (5.2 SA) – *Intentionally Omitted***33. 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.

34. 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.

Attachment A**35. 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.

36. 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.

37. 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. County confirms that all seismic safety regulations will be complied with in performing the Work set forth in Exhibit D.

38. 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.

39. 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.

40. 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.

41. TIME (6.2 SA)

Time is of the essence of this Lease.

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

Attachment A

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 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. If requested, the Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and shall split equally the costs related to the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

43. 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, 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.

44. 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 profitably 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.

45. 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.

Attachment A

46. 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.

47. NOTICES (6.8 SA)

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 La Habra
110 East La Habra Blvd
La Habra, CA 90631
Attention: City Manager

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

With a copy to:

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

48. 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
- Exhibit C - City Maintenance Schedule
- Exhibit D - The Work

49. COUNTERPARTS (N)

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.

Attachment A**50. CITY TERMINATION COST (N)**

If the City terminates this Lease or withdraws from the Orange County Library System prior to December 4, 2045, the City shall, as a condition of such termination and withdrawal, pay a termination fee to County equal to the value of the Work being completed by the County pursuant to Clause 10 (CONSTRUCTION) of this Lease, currently estimated to be \$6,100,000, depreciated on a day-to-day basis from the Effective Date to the date of the termination of this Lease, with the fee on December 4, 2045 being \$0.00 (“**Termination Cost**”). Upon completion of the Work, County shall provide to City a final accounting of the cost of the Work with supporting documentation, which will then establish the initial Termination Cost as of the Effective Date of this Lease, and will be memorialized by the Director, OC Community Resources and the City Manager upon agreement. The Termination Cost shall be calculated at the time of termination based on the Effective Date divided by the number of days between the Effective Date and December 4, 2045, multiplied by the number of days between the termination date and December 4, 2045.

The City shall provide County with at least six months’ written notice prior to termination of the Lease or withdrawal from the Orange County Public Library System.

In the event that a Termination Cost is not agreed to by the Director, OC Community Resources and the City Manager, as required above, the Termination Cost shall be the fair market value of the County’s Work on the Premises based on a real estate appraisal made by an independent appraiser mutually satisfactory to both City and County, neither of which’s consent shall be unreasonably withheld.

The value of County’s Work shall be determined by the appraiser by calculating the total dollar amount of County’s Work to the Premises, less depreciation over time. The appraiser shall not consider the value of the property in its appraisal. In any event, the appraiser’s opinion of value of County’s Work shall not be less than the reproduction cost new of the Work, less accrued straight-line depreciation. Any and all actual costs of such appraisal shall be borne by City.

Within six (6) months after City has provided its notice, or of the date of the appraisal, whichever occurs first, City shall pay to the County the Termination Cost. Upon receipt of payment of said Termination Cost, County shall deliver to City a properly executed quitclaim deed conveying all of County’s appropriate rights, title, and interest in the Premises to City. All personal property belonging to County shall remain the sole property of County, unless the Parties agree otherwise.

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Attachment A

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

CITY

City of La Habra, a municipal corporation

Signed by:
By Jim Sadro 5/26/2026
88EB572D0F1546B...
Jim Sadro, City Manager

APPROVED AS TO FORM:

DocuSigned by:
By Keith P. Collins 5/22/2026
35D0B7A7FB214D4...
Keith Collins, City Attorney

ATTEST:

Signed by:
By Rhonda J Barone 5/26/2026
71A30248DA66410...
Rhonda Barone, City Clerk

Attachment A

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

COUNTY

County of Orange, a political subdivision of
the State of California

BY:

BY:

Chair of the Board of Supervisors
Orange County, California

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

DocuSigned by:
Lauren Kramer
By _____
5CE9F49926D24E3...
Deputy

Date: 5/26/2026

RECOMMENDED FOR APPROVAL

OC Public Libraries:

Signed by:
Samantha Smith
By _____
228947EFA2D14AD...
County Librarian

County Executive Office:

Signed by:
Steven K Miller
By _____
C8ABE20CE0FF49E...
Administrative Manager
Real Estate Services

Attachment A

EXHIBIT A

LEASE DESCRIPTION

PROJECT NO: GA 609-3
PROJECT: La Habra Main Library

DATE: July 9, 2025
VERIFIED BY: Julie Oakley

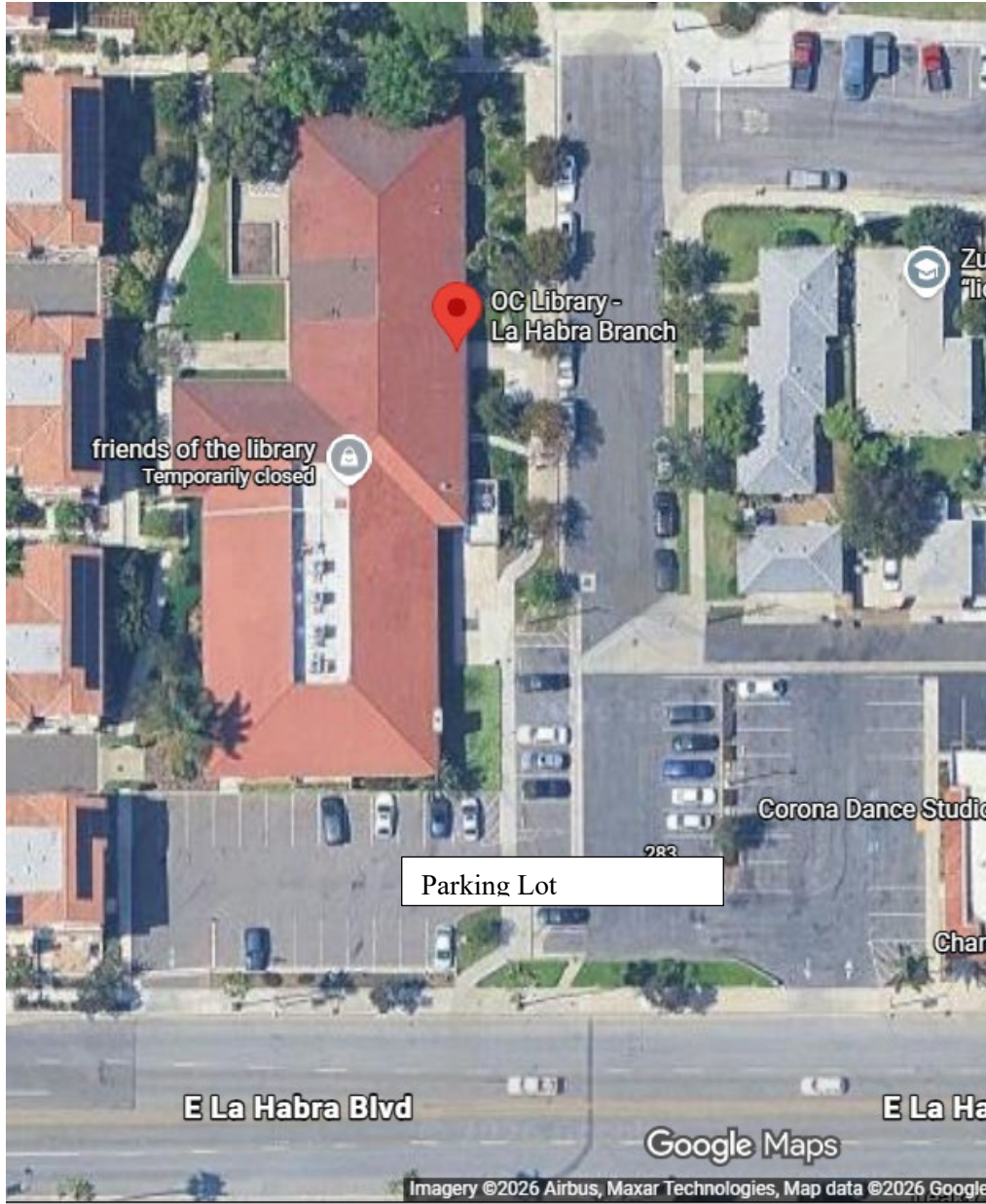
All the Premises shown in Exhibit B, attached hereto and made a part hereof, located at 221 East La Habra Blvd., City of La Habra, County of Orange, State of California, comprising approximately 13,994 rentable square feet.

NOT TO BE RECORDED

Attachment A

EXHIBIT B

DEPICTION OF PREMISES



Attachment A

EXHIBIT C

**MAINTENANCE SCHEDULE
(commencing on January 1, 2036)**

CITY MAINTENANCE SCHEDULE:

Starting on January 1, 2036, City is responsible for providing, at its own cost and expense, the City Services set forth in Clause 13, above and:

- Respond to HVAC repair and maintenance issues as they arise
- Inspect all HVAC systems at least twice a year
- Inspect all HVAC support structures, and provide documentation of maintenance and repairs
- Inspect all HVAC moving parts or components, investigate noises; belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers' specifications.
- Perform HVAC air-handling unit maintenance including replacing air filters, as needed.
- Perform walkthroughs of HVAC systems for preventative maintenance work requests, as necessary
- Repair plumbing infrastructure and exterior fixtures, if any
- Repair electrical infrastructure

LA HABRA LIBRARY LANDSCAPE MAINTENANCE BY CITY STAFF OR CONTRACTOR:

- Maintain landscape surrounding the Building in alignment with City standards for public parks, including irrigation, maintenance, and trimming for turf, shrubs and trees

Attachment A

COUNTY MAINTENANCE SCHEDULE:

Starting in January 1, 2036, County is responsible for providing, at its own cost and expense, the County Service set forth in Clause 13, above and:

- Janitorial
- Light Bulbs
- Cleaning and refinishing of interior surfaces, repainting, etc.
- Repair/replacement of carpet
- Interior plumbing and electrical fixtures
- Recharge fire extinguishers
- Cleaning of windows

Attachment A**EXHIBIT D****THE WORK**

County shall complete the following work defined as replacement, upgrade, or repair of the following systems as appropriate (the “**Work**”):

Electrical & Lighting

- Arc flash mitigation
- Electrical panels
- Switchgear & motor control center
- Interior lighting
- Exit signs and emergency lighting
- Fire alarm panel and life safety equipment
- Data wiring

Mechanical & HVAC

- HVAC controls, BAS, and lighting controls

Accessibility (ADA)

- ADA compliance improvements (interior only)
- Includes public and staff restrooms
- Exterior path of travel from the ADA parking to the main entrance
- Includes the exterior patio program area

Interior Finishes

- Carpeting and vinyl flooring
- Ceiling
- Interior paint and carpet
- Cabinets and countertops
- Furniture, fixtures, and equipment (FFE)

Building Envelope & Structural

- Install new roof
- Door hardware

Plumbing

- General plumbing improvements
- Includes restrooms and program room kitchenette