

RESOLUTION NO. 2116-07

**A RESOLUTION OF THE WINDSOR TOWN COUNCIL
APPROVING AMENDMENT NO. 1 TO THE WINDSOR
REGIONAL LIBRARY LEASE AGREEMENT**

WHEREAS, the Town of Windsor ("Town") and Sonoma County Library ("County") entered into a Lease Agreement dated May 2, 1996, for the use of premises with appurtenances known as the Windsor Regional Library, situated at 9291 Old Redwood Highway, Building 100, in the Town of Windsor; and

WHEREAS, the Town owns the subject property and needs to access said premises at any time when an emergency exists and/or to immediately repair or maintain the premises when necessary; and

WHEREAS, upon availability, the Town desires to continue to reserve and utilize the restrooms, lobby and community Forum Room, referred to as the "Sub-area"; and

WHEREAS, the Town and County wish to amend the Lease Agreement to reflect these matters; and

WHEREAS, the Sonoma County Library Commission approved the Lease Amendment No. 1 on June 19, 2007;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Windsor hereby approve Amendment No. 1 to the Windsor Regional Library Lease Agreement between the Town of Windsor and the Sonoma County Library and authorizes the Town Manager to execute said Lease Amendment No 1 attached hereto as Exhibit A.

PASSED, APPROVED AND ADOPTED this 15th day of August 2007, by the following vote:

**AYES: COUNCILMEMBERS ALLEN, FUDGE, GOBLE, SALMON AND
MAYOR PARKER**

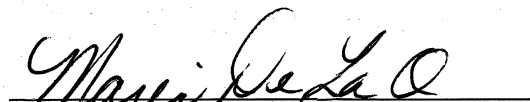
NOES: NONE

ABSTAIN: NONE

ABSENT: NONE


WARIN J. PARKER, MAYOR

ATTEST:


MARIA DE LA O, TOWN CLERK

Attachments: Exhibit A and B

AMENDMENT NO. 1 TO LEASE AGREEMENT

WHEREAS, the Town of Windsor, a municipal corporation, hereinafter called "Town" and the Sonoma County Library, hereinafter called "Lessee" entered into a Lease Agreement dated May 2, 1996, for the use of Lessee of that certain premises with appurtenances situated at 9291 Old Redwood Highway, Building 100, in the Town of Windsor and more particularly described in Exhibit A of original Lease ("Premises);

WHEREAS, Town sees a need to be able to enter said Premises at any time when an emergency exists and/or to immediately repair or maintain the premises when necessary;

WHEREAS, Town further desires to have available for public use the restrooms and community forum room ("Sub-area"), more specifically described in Exhibit B, located in the front area of the Premises during or for public events upon notice to the Lessee;

WHEREAS, Lessee is agreeable to such arrangements;

THEREFORE, it is agreed that the Lease Agreement shall be amended as follows:

Section 4 of the Lease Agreement shall be amended to add the following language:

"Town, upon seven (7) days notice and consent of the Lessee, with said consent not unreasonably being withheld, may reserve the Sub-area, more specifically described on Exhibit B, to be used for Town business (meetings) or use by the public during or for community events.

Town shall take all steps necessary to ensure that the Sub-area is left in the same condition after Town's use as it was before such use.

Section 9 of the Lease Agreement shall be amended to add the following language:

"Town shall have the right to enter the entire Premises (as described in Exhibit A to the original Lease) at any time, without notice to the Lessee, to repair, maintain, or take any other necessary corrective actions to preserve the Premises as the result of emergency or sudden unexpected occurrences. Notwithstanding the above, the Town will use its best efforts to notify the Lessee as soon as possible regarding the need for such entry."

"This Section is not intended nor shall it be deemed to modify or eliminate any of the obligations and responsibilities of the Lessee under other provisions of the Lease."

Section 10 of the Lease Agreement shall be amended to add the following:

"During the use of the Sub-area for Town business (meetings) or use by the public during or for community events as authorized by Section 4, Town 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 conjunction with the use of the Sub-area as authorized under Section 4 of the Lease. The cost of such coverage or insurance shall be borne by the Town."

Section 11 of the Lease Agreement shall be amended as follows:

"Town shall indemnify, hold harmless and defend Lessee, and all of its officers, agents and employees from and against all claims, damages, losses, expenses, including reasonable attorney's fees arising out of or resulting from Town's activities in the performance of this Lease or use by the public of Sub-area as authorized by this Amendment to the Lease."

"Lessee shall indemnify, hold harmless and defend Town and all of its officers, agents and employees from and against all claims, damages, losses, and expenses, including reasonable costs and attorney's fees arising out of or resulting from Lessee's activities in the performance of this Lease."

The effective date of this Amendment No. 1 to Lease shall be _____, 2007.

TOWN OF WINDSOR

SONOMA COUNTY LIBRARY

By _____
J. Matthew Mullan
Town Manager

By Joseph Murphy
Joseph Murphy, Chair
Sonoma County Library Commission

Recommended for Approval:

By _____
Donna Legge
Community Services Director

By _____
James McAdler
Administrative Services Director

Approved as to Form:

By _____
Richard R. Rudnansky
Town Attorney

Windsor Library Floor Plan

□ = "Sub-Area"

