

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Library

BOARD AGENDA: 6.B.8
AGENDA DATE: October 15, 2024

SUBJECT:
Approval to Close the Modesto Library for a Period of 20 Months for Renovation

BOARD ACTION AS FOLLOWS: **RESOLUTION NO. 2024-0590**

On motion of Supervisor Chiesa Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Withrow, C. Condit, and Chairman Grewal

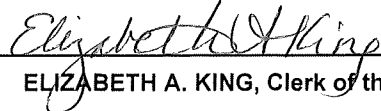
Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Library

BOARD AGENDA:6.B.8
AGENDA DATE: October 15, 2024

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Close the Modesto Library for a Period of 20 Months for Renovation

STAFF RECOMMENDATION:

1. Approve the closure of the Modesto Library for a period of 20 months for renovation beginning on November 30, 2024, and reopening Summer 2026.
2. Approve the Library's express location hours at 1002 10th Street, Modesto, effective November 1, 2024: Monday through Wednesday from 10:00 am to 6:00 pm, Thursday from 10:00 am to 7:00 pm, and Friday and Saturday from 10:00 am to 5:00 pm.

DISCUSSION:

The Modesto Library (Library) is the central hub of the Stanislaus County Library system and is the most utilized of the library branches. Constructed in downtown Modesto in 1971, the facility is in need of critical infrastructure renovations that will require closure of the facility. The Modesto Library Tenant Improvement Capital Project was approved on March 12, 2024 under Board Resolution 2024-0098 (Board Agenda Item) and is currently in the design phase.

Construction will close the Modesto Library for 20 months beginning on November 30, 2024, with a targeted reopening in Summer 2026. The majority of Modesto Library staff and the collection will be relocated to the Salida Library. A small number of staff will be temporarily relocated to the Turlock Library.

The Library's collection of physical materials will be moved to closed stacks at the Salida Library. Customers will be able to place holds on materials, which will be sent to the library of their choosing.

In an effort to continue to provide library services to the citizens of Modesto, the Library has entered into an Interagency Memorandum of Understanding (MOU) with the Stanislaus County General Services Agency for the lease of a location at 1010 Tenth Street Plaza, at 1002 10th Street (formerly known as Graffiti Dogs) for the purposes of establishing an express location. The 10th Street location is scheduled to open to the public on January 6th, 2025. Services available at this location will include holds pick up six days a week, print and scan services, and a small selection of books for check out. This site will be staffed by a rotation of staff during open hours: Monday through Wednesday from 10:00am to 6:00pm, Thursday from 10:00am to 7:00pm, and Friday and Saturday from 10:00am to 5:00pm. The term of the MOU is for 18 months,

commencing on November 1, 2024, and terminating on April 30, 2026. The maximum rental cost for the full 18-month duration of the MOU is \$40,195. The MOU is attached for reference.

To inform residents of the pending closure, the Library will prepare press releases for the Modesto Bee, Modesto Journal and other local newspaper and media sources upon approval by the Board of Supervisors of the closure. In addition, e-mail notices will be sent to all of the library's newsletter subscribers, and notices will be posted on the Library website, social media, and on the Library's monthly calendars. During the closure, an exterior book drop will remain available in the Library's parking lot for customers returning materials to the Library. Materials can also be returned to the 10th street express services location during business hours. Customers can access full library services by visiting any other Stanislaus County Library location. The Salida, Empire, and Riverbank Libraries are all within 10.5 miles of the Modesto Library location.

POLICY ISSUE:

Board approval is required for library closures and operational changes pursuant to Stanislaus County Code Title 2, Chapter 2.56, Section 2.56.010, which reads "All county offices shall be kept open for the transaction of business during such hours and on such days as may be prescribed by the board of supervisors by resolution."

FISCAL IMPACT:

Rental costs for placement of the Library express location at 1002 10th Street, in the amount of \$40,195, will be covered by library fund balance.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Promoting Lifelong Learning* by establishing alternate locations for continued library services and ensuring the Modesto Library renovates critical infrastructure needs for long term operation of the facility.

STAFFING IMPACT:

Forty-Three (43) full-time and twenty-five (25) part-time Modesto Library staff will be relocated to the Salida and Turlock Libraries as well as the 10th Street express library location in downtown Modesto during the temporary closure. Library staff being relocated will continue to perform standard duties for their classifications. These duties include working the public service desk, material selection, passport acceptance, and adult & children's programming. Library Administration has notified SEIU and AFSCME of the staff relocation plan.

CONTACT PERSON:

Sarah Dentan, County Librarian

Telephone: 209-558-7801

ATTACHMENT(S):

1. Memorandum of Understanding

INTER AGENCY MEMORANDUM OF UNDERSTANDING

BETWEEN

Stanislaus County
c/o General Service Agency
1010 10th Street, Suite 5400
Modesto, CA 95354

AND

Stanislaus County Library
Main Address:
1500 I Street
Modesto, CA 95354

FOR THE LIBRARY'S USE OF APPROXIMATELY 1370 SQUARE FEET OF SPACE
AT 1010 10TH STREET, MODESTO, CA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) dated as of _____ (“Effective Date”), is entered into by and between Stanislaus County, a political subdivision of the State of California (“County”), and the Stanislaus County Library (“Library”). The following exhibits and attachments are incorporated into and made a part of this MOU: **Exhibit A** (Site Plan), **Exhibit B** (Base Rent, Operating Expenses), **Exhibit C** (Building Rules and Regulations).

RECITALS

A. The City-County Capital Improvements and Financing Agency, a Joint Powers Agency between the City of Modesto and Stanislaus County (“JPA”) owns the building located at 1010 10th Street, Modesto, California, containing approximately 254,448 square feet, more or less, including the basement, floors two through six, the building common area, and portions of the first floor (“JPA Parcel”).

B. Civic Partners Modesto, Inc., a private developer (“Civic Partners”), purchased, developed and rented to private parties the “Retail Airspace Parcel” containing approximately 28,608 square feet, more or less. In 2018, County purchased the Retail Airspace Parcel from Civic Partners.

C. Effective upon Commencement Date of this MOU (defined below), County wishes to grant permission to the Library to use the Premises for Library purposes, subject to the terms and conditions set forth herein.

MEMORANDUM OF UNDERSTANDING

1. Definitions.

“Alteration”: Alterations, modifications, additions, improvements, installation of cable reconstructions, removals or replacements of any of the improvements or equipment, both ordinary and extraordinary.

“Base Rent”: See **Exhibit B**.

“Building”: the Building located at 1010 10th Street, Modesto, CA 95354.

“JPA”: City County Capital Improvements and Financing Agency, a Joint Powers Agency between the City of Modesto and the County of Stanislaus.

“County”: County of Stanislaus.

“County Parties”: The County of Stanislaus, its Board of Supervisors, officers, employees, agents, and volunteers.

“Laws”: All applicable Federal, state and local statutes, codes, ordinances, orders, rules and regulations whether in effect now or later.

“Maintenance” or “maintain”: Inspection, servicing, maintenance, repair and/or replacement.

“Operating Expenses”: See **Exhibit B**.

“Premises”: 1002 J Street, Modesto, CA 95354 consisting of approximately 1370 rentable square feet of space located on the first floor within the Building, as shown on **Exhibit A**.

“Property Manager”: Graceada Partners, 1300 K St 2nd Floor, Modesto, CA 95354 ((209) 576-2240) or such other Property Manager as selected by County from time to time.

“Rent”: Base Rent, Operating Expenses as set forth in **Exhibit B** of this MOU, and other any amounts owed to County under this MOU.

“Permitted Use”: Library use.

“Property”: The Building at 1010 10th Street, the 10th Street Place Plaza and the parcel(s) of land on which they are located.

“Library”: Stanislaus County Library.

2. MOU Grant; Term.

(a) County, in consideration of the Rent to be paid under this MOU and the covenants and agreements to be performed and observed by the parties hereto, does hereby grant to the Library and the Library does hereby accept from the County the right to occupy the Premises for the Permitted Use, together with, as part of the Premises, all improvements located thereon.

(b) The term of this MOU is for a period of eighteen (18) months (“Term”), commencing on November 1, 2024 (the “Commencement Date”), and, unless terminated earlier in accordance with this MOU, terminating on April 30, 2026 (the “Termination Date”).

(c) Parking rights are not included in this MOU. Parking is provided by the City of Modesto, and not County. Library shall pay its pro-rata share of parking fees and costs paid by County to the City of Modesto associated with the 1010th Street Retail Airspace Parcel.

3. “As Is”; Possession.

(a) County shall, through its licensed contractor at County’s expense, cause the following work (“County’s Work”) to be performed: County will ensure all mechanical systems are in good working order, cap any utility connects from prior tenant; remove any “trip and fall” hazards, have the space cleaned prior to occupancy, replace any missing ceiling tiles, remove/replace dirty fixtures (light covers specifically and ceiling tile in the former janitorial area). GSA will be responsible for correcting exterior door operations.

(b) Upon completion of the County’s Work, the Premises shall be accepted by Library in “As Is” condition and configuration without any representations or warranties by County.

4. Rent. Library shall pay County, without any setoff, deduction, or right of recoupment, unless expressly set forth in this MOU, all Base Rent, Library's Share of Operating Expenses as set forth in **Exhibit B**. Base Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable within 30 days after billing by County. Rent shall be made payable to the County, and sent to the Property Manager or such other person or entity that County designates and shall be made by good and sufficient check or by other means acceptable to County.

5. Building Utility and Services.

(a) As of the Commencement Date, the Premises are served by certain common utilities and services to the Building. Library shall pay for all utilities to the Premises which are separately metered to the Premises. Library shall place all separately metered utility services in its own name or reimburse County for the costs associated with separately metered utilities (if paid by the County).

(b) If utilities are not separately metered, Library shall pay its proportionate share of the cost of such utilities as part of the Library's Share of Operating Expenses set forth in Exhibit B. Library agrees to pay for additional utility or water charges to equitably reflect any disproportionate consumption of utilities or water.

(c) Library shall arrange for and pay for its own janitorial services. Library may utilize GSA janitorial services at Library's cost.

6. Improvements. All fixtures in and to the Premises, including the County's Work, the HVAC system, Alterations and any improvements (collectively, the "Improvements") shall remain upon the Premises at the end of the Term of the MOU. Library will be entitled to remove its furnishings and personal property at the end of the Term of the MOU.

7. Repairs and Alterations.

(a) Library shall, at its sole cost and expense, perform all maintenance to the Premises that are not County's or the JPA's express responsibility under this MOU, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Library's repair, maintenance and replacement obligations include, without limitation, (a) repairs to floor covering; (b) wall partitions; (c) doors and windows; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Library (collectively, "Cable"); (f) equipment, vents, hot water heaters, plumbing, electrical facilities, lighting and similar facilities; (g) fire/life safety systems serving the Premises (h) Library's Alterations.

(b) Library may utilize GSA maintenance services. Library shall open a work order requesting service and shall pay for maintenance work requested.

(c) The County will maintain the HVAC system serving the Premises, including the heat pumps.

(d) Library shall reimburse County for the cost of repairing damage to the Building caused by the acts of Library, Parties and their respective contractors except to the extent covered by any policy of insurance maintained by County.

(e) Library shall not make Alterations without first obtaining the written consent of County and, when Alterations affect portions of the Building owned by the JPA, the JPA, which consent may be withheld in County's or the JPA's sole discretion.

(f) For any Alterations performed by Library over \$1,000.00, Library shall comply with all applicable Labor Code and Prevailing Wage laws and regulations.

8. Entry by County. County's employees, contractors, representatives, and the Property Manager, may enter the Premises for any reasonable purpose.

9. Assignment and Subletting. Library shall not assign, sublease, transfer or encumber any interest in this MOU (collectively or individually, a "Transfer") without the prior written consent of County, which consent may be withheld in its sole discretion.

10. Casualty Damage. If all or any portion of the Premises becomes untenable by fire or other casualty to the Premises (collectively a "Casualty"), County or Library may terminate this MOU upon 30 days' written notice.

11. Permitted Use; Compliance with Law. The Premises shall be used for the Permitted Use and for no other use. Library shall comply with all applicable Laws regarding the operation of Library's business and the use, condition, configuration and occupancy of the Premises. Library shall comply with the County's rules and regulations attached as **Exhibit C** and such other reasonable rules and regulations adopted by County from time to time.

12. Construction-Related Accessibility Standards. County states that the Premises have not been inspected by a Certified Access Specialist. This notice is provided by County pursuant to Civil Code Section 1938:

"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 subject 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. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of the construction-related accessibility standards within the Premises."

Notwithstanding anything to the contrary in California law, including Civil Code Section 1938, and notwithstanding anything to the contrary in the MOU, the Library shall be solely responsible for the cost of obtaining a CASp inspection of the Premises, and Library shall correct any violations of construction-related accessibility standards to and within the Premises.

13. Remedies. Upon the occurrence of any default or disagreement under this MOU, County or Library shall refer the matter to the County’s Chief Executive Officer, who shall have authority to make a determination relating to the default or disagreement in his sole discretion.

14. Hold Over. Any holding over by Library after the expiration of the term of this MOU, with the consent of County, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice, and upon the same terms and conditions as exist during the last year of the term hereof.

15. Notices. All demands, approvals, consents or notices (collectively referred to as a “notice”) shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party’s respective Notice Address(es) set forth below.

To County: County of Stanislaus
c/o Graceada Partners
1300 K Street, 2nd Floor
Modesto, CA 95354

With a copy to: Stanislaus County attn.: Andy Johnson
Director GSA/Purchasing
1010 10th Street, Suite 5400
Modesto, CA 95354

To Library: Stanislaus County Library attn: Sarah Dentan
1500 I Street
Modesto, CA 95354

16. Surrender of Premises. At the termination of this MOU or end of the Term, Library’s right of possession, Library shall remove Library’s personal Property from the Premises, and quit and surrender the Premises to County, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which County is obligated to repair hereunder excepted.

17. Miscellaneous.

(a) Severability. If any term or provision of this MOU shall to any extent be void or unenforceable, the remainder of this MOU shall not be affected.


(b) Notices. Notices to any one person or entity shall be deemed to have been given to all persons and entities.


(c) Counterparts; Electronic Signature. This MOU may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. The parties contemplate that they may be executing counterparts of this MOU transmitted electronically or by facsimile and agree and intend that an electronic signature or a signature by facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

IN WITNESS WHEREOF, this MOU is effective as of the Commencement Date set forth above.

Stanislaus County GSA

Stanislaus County Library

By: 
Andy Johnson
GSA Director/Purchasing Agent

By: 
Sarah Dentan
County Library Director

Dated: 9.5.24

Dated: 9.4.24

Approved as to Form:

Stanislaus County Counsel
Thomas E. Boze

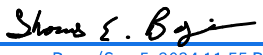
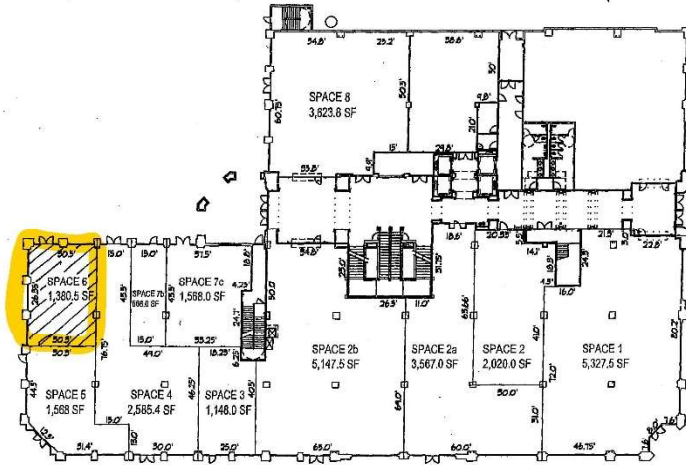
By: 
Thomas Boze (Sep 5, 2024 11:55 PDT)

EXHIBIT A SITE PLAN



SQUARE FEET SHOWN FROM EXTERIOR SIDE OF EXTERIOR WALLS & GLASS
AND TO MIDDLE OF DEMISING WALL & SHAFTS
DIMENSIONS SHOWN ARE TO APPROXIMATE INSIDE FACE OF WALL
AND WILL DIFFER FROM CALCULATED SQUARE FOOTAGES

**LEASE PLAN - 1010 10th STREET
FIRST FLOOR**

SCALE: 1"=40'-0"

1-10-2003



**CIVIC PARTNERS
TENTH STREET PLACE
MODESTO, CA**

TIM MARTIN
LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES
241 FRANK WEST CIRCLE, SUITE 300
STOCKTON, CA 95206
(209) 985-1111

EXHIBIT A: Site Plan

EXHIBIT B
BASE RENT, OPERATING EXPENSES AND TAXES

1. Base Rent. Monthly Base Rent shall be as set forth below:

<u>Period</u>	<u>Monthly Base Rent</u>
November 1, 2024 to April 30, 2026	\$1,575.50

2. Operating Expenses.

(a) The JPA provides certain services to the JPA Parcel, the 10th Street Place Plaza and the Retail Airspace Parcel pursuant to a budget and work program established annually by the JPA. The operating expense budget includes professional services and personnel, security fire alarm contractor, audit, contracted services, water treatment, County’s insurance, janitorial services, landscaping, maintenance/structures and ground; window washing; office supplies, storage facilities, security, common utilities, common solid waste service, data-communication services; and reserves (collectively “JPA Expenses” or “Operating Expenses”). The County is required to pay the JPA its share costs assessed by the JPA for JPA Expenses. Library, in turn, is required to reimburse its prorata share of JPA Expenses to the County.

(b) For FY/25, the JPA assesses the County by square foot x \$.48. The operating expenses to be charged to the Library under this MOU are \$657.60 monthly. Library acknowledges that the Operating Expenses may change from time to time.

EXHIBIT C
BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises and the Building, the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the MOU, the remainder of the terms of the MOU shall control. Capitalized terms have the same meaning as defined in the MOU.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Library or used by Library for any purpose other than ingress and egress to and from the Premises, except as otherwise approved by the Purchasing Agent. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Library permit Library's employees to loiter in Common Areas or elsewhere about the Building or the Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by County. All tenant identification and suite numbers at the entrance to the Premises shall be installed by County, at Library's cost and expense, using the standard graphics for the Building, except as otherwise approved by the Purchasing Agent. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without County's prior approval, which approval shall not be unreasonably withheld.
4. Library shall not place any lock(s) on any door in the Premises or Building without County's prior written consent, which consent shall not be unreasonably withheld, and County shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. All keys shall be returned to County at the expiration or early termination of the MOU.
5. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to County's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with County's standard rules, regulations, policies and procedures, which may be revised from time to time.
6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Library of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by County. Library shall obtain County's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by County, the activity shall be under the supervision of County and performed in the manner required by County. Library shall assume all risk for damage to articles moved and injury to any persons

resulting from the activity. If equipment, property, or personnel of County or of any other party is damaged or injured as a result of or in connection with the activity, Library shall be solely liable for any resulting damage, loss or injury.

7. County shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Library's Property shall be repaired at Library's sole expense.
8. Corridor doors (if any), when not in use, shall be kept closed.
9. Library shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in County's sole opinion, constitute a nuisance. Library shall not allow nuisances on or about the Property. If nuisances arise, Library shall install ventilation or other mechanical devices or systems to minimize odors and keep them out of shared air circulating systems. Library shall implement measures to prevent and control nuisances and loitering, and shall appropriately dispose of waste products.
10. No animals, except those assisting persons with disabilities, shall be brought into the Building or kept in or about the Premises.
11. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Library in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Library in a safe manner and in accordance with all applicable Laws. Library shall not, without County's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental law which may now or later be in effect. Library shall comply with all Laws pertaining to and governing the use of these materials by Library and shall remain solely liable for the costs of abatement and removal.
12. Library shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Library shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.
13. Library shall not take any action which would violate County's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with County's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Library shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of County, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until County gives its written consent for the work to resume. Library

shall have no claim for damages against County or any of the County Parties nor shall the Commencement Date of the Term be extended as a result of the above actions.

14. Library shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by County. Library shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without County's prior written consent. Library shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
15. Library shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Library's employees and invitees within the Premises.
16. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by County.
17. County may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Library, its agents, employees, contractors, guests and invitees shall comply with County's systems and procedures.
18. Smoking is prohibited in the Premises, the Building, and the Property, with the exception of such portion of the Common Areas as have been declared a designated smoking area by County. "Smoking", as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products.
19. County shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Library shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
20. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by County. Library shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.