

## LEASE AGREEMENT

THIS LEASE, entered into on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as Lessee, and Ukiah Imperial LLC, a California Limited Liability Company, hereinafter referred to as Lessor.

### WITNESSETH:

1. That on the terms and conditions hereinafter expressed, Lessor does hereby Lease to Lessee, and Lessee does hereby hire from Lessor, that certain real property located in Mendocino County, California, owned by Lessor, and located at 2550 N. State Street, California (approximately 9,349 square feet) in Suite B and parking as identified in Exhibit A.
2. The term of the Lease shall be for a period of ten (10) years, commencing February 1, 2018 (after Lessor's completion at Lessor's expense of the improvements referenced in Exhibit A and B) Commencement may begin sooner with mutual written agreement.
3. For the first five (5) years of this agreement, the rental shall be the sum of fourteen thousand dollars (\$14,000) per month. Beginning with the first payment of year six (6), the rental shall be the sum of fifteen thousand four hundred dollars (\$15,400). Rent shall be payable monthly in advance by the tenth (10th) day of each and every month.
4. This agreement may be amended by the parties hereto, and may be canceled by mutual written consent. This Lease agreement embodies the entire agreement between Lessor and Lessee, and may be amended only in writing executed by both Lessor and Lessee.
5. If Lessee shall not have been in default hereunder, Lessee shall have the option to extend this Lease for two (2) period(s) of five (5) years each, upon the same terms and conditions as set forth herein. The rent for the first optional extension shall be increased by 10% over the rent most previously paid. The rent for the second optional extension shall be increased 10% over the rent paid in the first optional extension. Said option shall be exercised by written notice thereof given to Lessor by Lessee by certified mail at any time between one hundred eighty (180) days and ninety (90) days prior to the expiration of the then current term of the Lease.
6. The following terms and conditions shall apply to the areas occupied by Lessee as a tenant:
  - a. Lessor shall be obligated to keep in repair said buildings, the sidewalks adjacent thereto, the heating plant, electrical service, and parking areas and all exterior building maintenance and landscaping. Lessee agrees to pay the expense of all heating, water, electricity, and utilities of every sort used, and provide for regular custodial service, to include any routine changing of light bulbs on the interior of building only, during the term of this Lease, and as the same may be extended, all at Lessee's sole cost and expense., and Lessee agrees to make provision for

the disposal of all refuse and garbage from said premises at Lessee's sole cost and expense. Lessor agrees to perform, at a minimum, commercial parking lot cleaning, sweeping biannually (twice yearly) that will include proper maintenance and cleaning of all storm water drains.

- b. Lessor shall satisfy requirements as may be established by the California Division of Industrial Safety, within thirty (30) days of such request.
- c. Lessor warrants at the commencement of the Lease agreement that the premises meets all applicable standards and provisions of state and federal law for occupancy. Lessor further warrants that the building is free of asbestos and lead paint. Failure of the premises to meet such standards shall constitute a material breach of this agreement. In the event of such breach, Lessee's sole option shall be termination of the agreement.
- d. Lessor shall submit a completed State of California Department of General Services (DGS) Accessibility Survey Checklist (ADA checklist) and correct deficiencies if any, prior to acceptance of space by Lessee.
- e. Lessor understands that the DGS will complete a Seismic Screening Checklist of the property as a condition for State of California personnel to occupy a portion of the Tenant space. Lessee shall have thirty (30) days following execution of this Lease to notify Lessor that it is not satisfied with respect to the seismic condition of the property and may, at its option, cancel this Lease. Failure by Lessee to notify Lessor that Lessee does not approve the seismic condition of the property shall constitute approval of same.
- f. Lessee may not make any change or addition or alteration in said premises without Lessor's consent in writing first had and obtained, which consent shall not be unreasonably withheld. All alterations or improvements permanently affixed to, or made upon said premises by either of the parties other than furniture/fixtures/equipment affixed because of functional necessity or seismic precautions, shall be and become property of Lessor and shall remain upon and be surrendered with the said premises as a part thereof upon the termination of the Lease. Those fixtures and improvements not permanently attached to the premises by Lessee may be removed by Lessee upon expiration or termination of this Lease.

In the event Lessee installs its own locks and/or bolts and removes the locks and/or bolts upon termination of the Lease, Lessee at Lessee's sole cost and expense shall replace its locks and/or bolts with the original hardware or alternate hardware satisfactory to Lessor and restore doors and door frames to their original condition.

Lessee has permission to install a burglar alarm and or other security systems and contract for alarm monitoring services. All equipment installed for the purpose of burglar or security systems will be removed by Lessee upon expiration or termination of this Lease.

- g. Lessee shall not assign or transfer this Lease, without written consent of Lessor. Lessee may sublet portions of the building, provided the use is consistent with applicable zoning.
  - h. Lessee shall and will peaceably and quietly surrender and yield up unto the Lessor on the last day of said term, or as the same may be extended, or other sooner termination of this Lease, the said premises and improvements thereon in as good a state or condition as they are now, or may be put into hereinafter, reasonable use and wear and damage by the elements excepted.
  - i. In the event that subject premises should be damaged or destroyed by fire, earthquake, or like calamity or by such event be rendered unfit for the purposes of Lessee, this Lease shall automatically cease and terminate, unless within thirty (30) days the parties agree to continue. No rent shall be due or be payable for the period during which the premises are thus rendered untenable for the purpose or use intended by the Lessee.
  - j. If any installment of rent be not promptly paid on or before its due date as above specified, or if default shall be made on any of the other covenants herein contained on the part or behalf of the Lessee to be paid, kept, or performed, then at its option Lessor may, twenty (20) or more days after notice of such default given and not cured, terminate this Lease. Said notice of default, however, shall not be effective unless it is in writing, and specifically mentions the covenants that are being violated, and is forwarded to the Purchasing Agent of Mendocino County by certified mail and addressed as follows: Purchasing Agent, Executive Office, County of Mendocino, 501 Low Gap Road, Room 1010, Ukiah, California, 95482.
7. In the event litigation arises between the parties hereto, in connection with this Lease, each party shall be responsible for their own costs and attorney fees relating to said dispute, including any lawsuit brought by either party.
8. Where Lessor fails to provide contracted maintenance, as stipulated in Section 6(a) above, within two weeks of notification by Lessee, Lessee shall have the authority to contract with an independent vendor, or have County staff perform such maintenance and to withhold the cost of repairs from Lessee's monthly payment to Lessor.
9. Lessor and Lessee agree that any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or painting, (excluding routine maintenance work, minor repainting and landscape maintenance), of the tenant space shall meet all federal, state and local requirements, and shall be subject to prevailing wage requirements. Work shall also be performed in accordance with the guidelines established in the Standard Clause for Staff Environmental Protection, which is attached as Exhibit C.
10. Lessor agrees to be subject to and sign the "Medi-Cal Data Privacy and Security Agreement" which is attached as Exhibit D
11. All the provisions of this Lease shall be binding upon, and inure to the benefit of, the respective parties hereto, their respective heirs, administrators, and assigns.

12. Lessee may terminate this Lease early upon ninety (90) days' prior written notice to Lessor; provided, in order to fairly compensate Lessor for improvements made to the premises and other economic concessions made for Lessee's benefit, if Lessee terminates the Lease during the initial term Lessee shall pay to Lessor a termination fee. The termination fee shall be equal to twenty-four (24) months' rent during the first five years of this agreement. Beginning the sixth year of this agreement, the termination fee shall be equal to the lessor of (i) twelve (12) months' rent or (ii) the rent which would otherwise be payable for the balance of the initial term as described in paragraph three (3).
13. Lessee is entitled to a proportionate share of signage allowed on the site based on square footage. Lessor agrees to allow the installation of any signage at Lessee's expense provided approvals are received in advance from any relevant permitting authority.
14. List of Exhibits attached to this Lease agreement;
  - Exhibit A: Floor Plan, Site Plan
  - Exhibit B: Specifications
  - Exhibit C: Standard Clause for Staff Environmental Protection
  - Exhibit D: Medi-Cal Data Privacy and Security Agreement

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

**LESSOR**

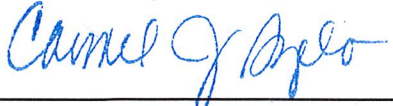
**Ukiah Imperial LLC, a California  
Limited Liability Corporation**

By: See Page 5A

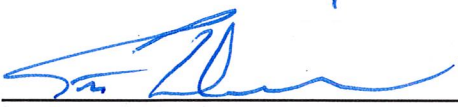
**CRAIG METZ,**  
MANAGER  
FEDERAL TAX ID: 47-5407471

**LESSEE**

**COUNTY OF MENDOCINO**

By:   
**Carmel J. Angelo**  
Chief Executive Officer


**RECOMMENDED BY:**

By:   
Department Head

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
**JOHN MCCOWEN, Chair**  
BOARD OF SUPERVISORS

**FACILITY INSPECTED AND APPROVED  
BY RISK:**


By:   
**Alan D. Flora**  
Assistant CEO/Risk Manager

**ATTEST:**

**CARMEL J. ANGELO, Clerk of said Board**

By: \_\_\_\_\_  
Deputy

**FACILITY APPROVED AS TO CONDITION:**


By:   
Facility and Fleet Division Manager

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

**CARMEL J. ANGELO, Clerk of said Board**

By: \_\_\_\_\_  
Deputy

**FISCAL REVIEW:**

By:   
Deputy CEO/Fiscal

**APPROVED AS TO FORM:**

By:   
**Katharine L. Elliott**  
County Counsel

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

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**Ukiah Imperial LLC, a California  
Limited Liability Corporation**

By: \_\_\_\_\_  
**CRAIG METZ,**  
MANAGER  
FEDERAL TAX ID: 47-5407471

**LESSEE**

**COUNTY OF MENDOCINO**

By: See Page 5  
**Carmel J. Angelo**  
Chief Executive Officer

**COUNTY OF MENDOCINO**

By: : See Page 5  
**JOHN MCCOWEN, Chair**  
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Assistant CEO/Risk Manager

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Facility and Fleet Division Manager

**APPROVED AS TO FORM:**

By: : See Page 5  
**Katharine L. Elliott**  
County Counsel

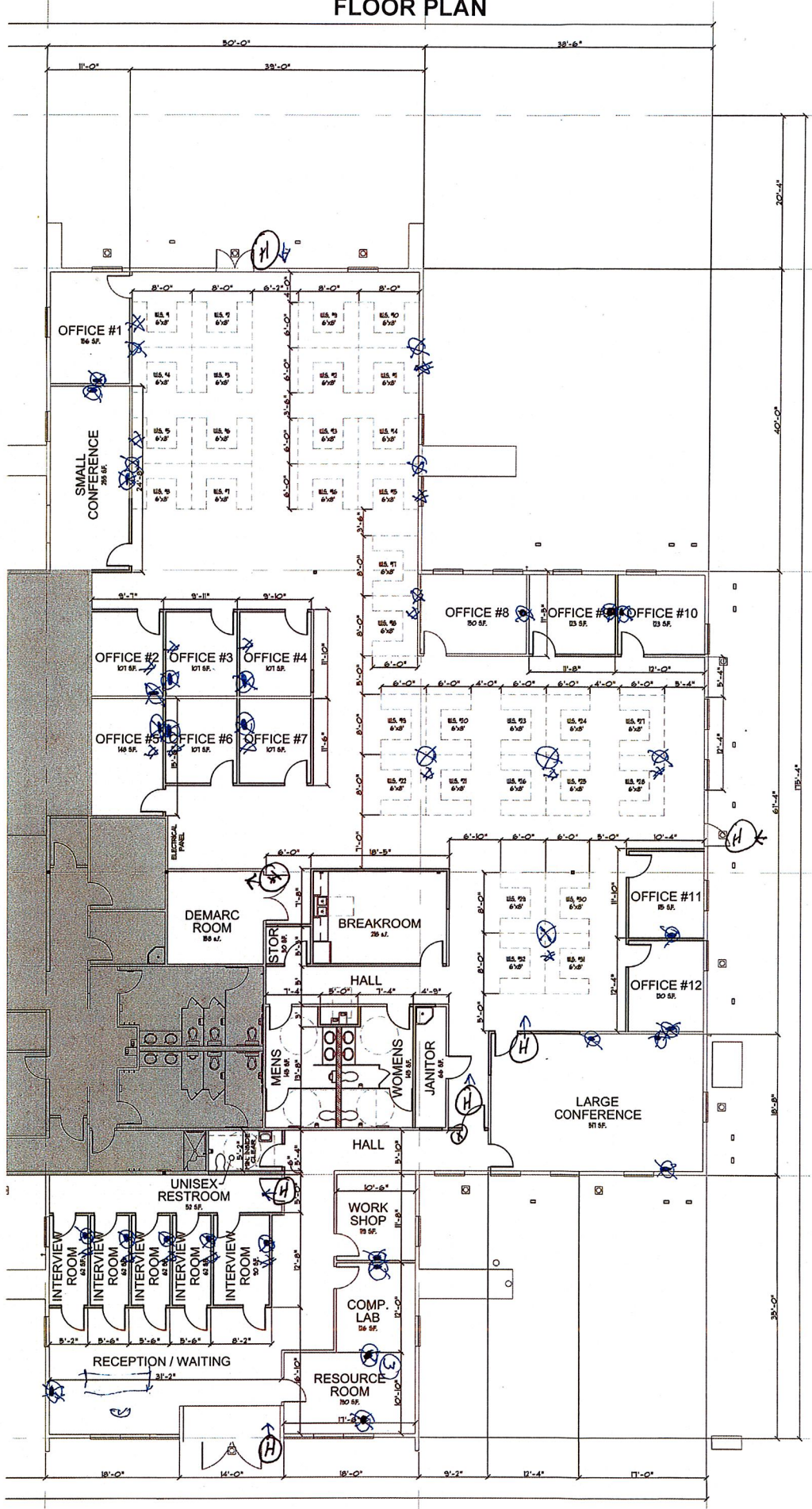
# EXHIBIT A FLOOR PLAN

(X) = 2 CAT 5 or 6  
 (F) = Hirsch. Door control

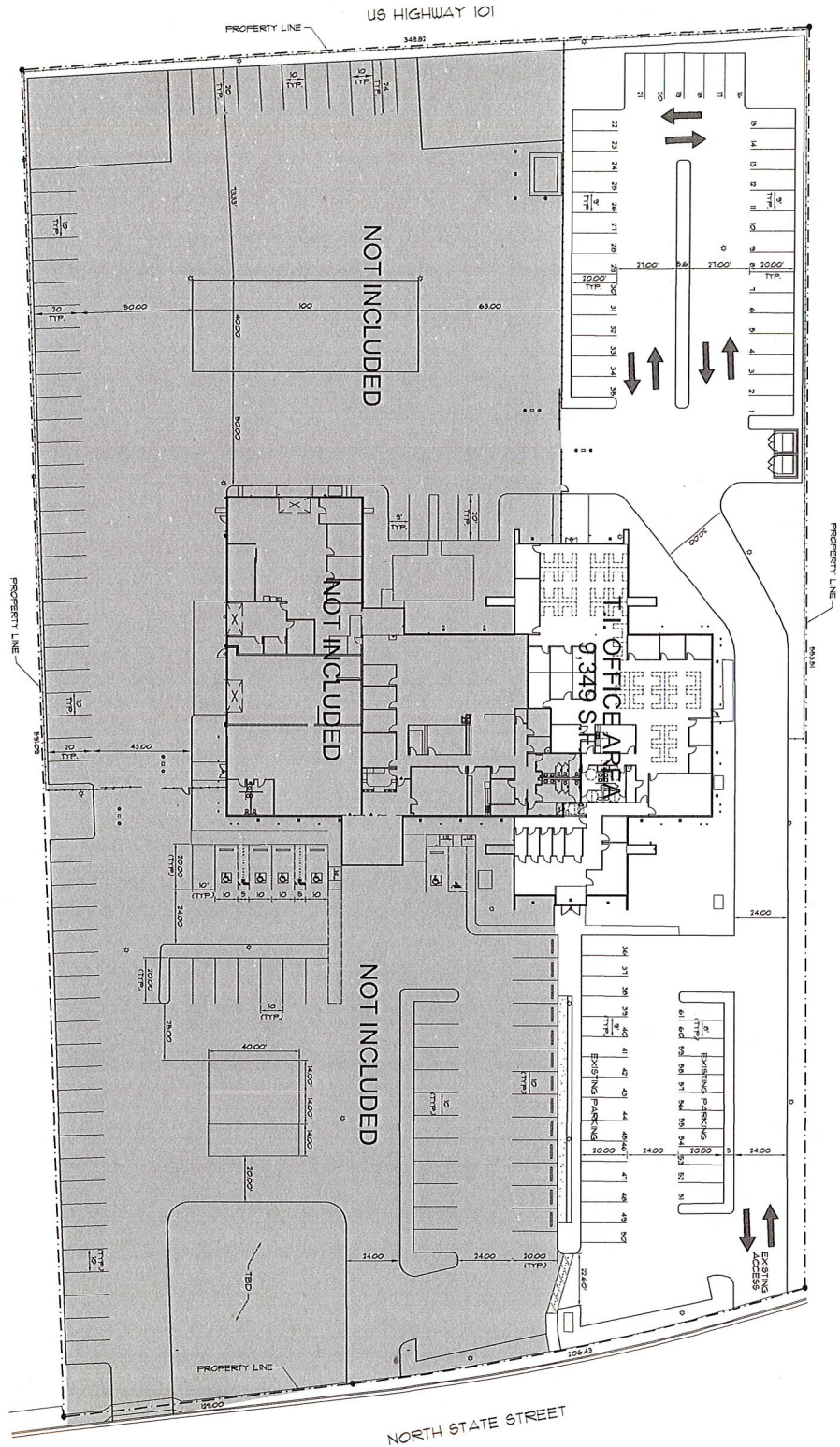


power

Power in All Interview Rooms



# SITE PLAN




**PROPOSED SITE PLAN**

3448 S.E.  
 SCALE: 1" = 20'-0"

3448 S.E.  
 SCALE: 1" = 20'-0"  
**A102**

PROPOSED SITE PLAN

NO.	DATE	DESCRIPTION

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**ARCHITECT**  
 RON MAZZEO LLC & ASSOCIATES  
 1000 W. STATE STREET, SUITE 200  
 UKIAH, CA 95482  
 (707) 461-1111

**UKIAH IMPERIAL LLC**  
 TENANT IMPROVEMENT  
 2550 NORTH STATE STREET  
 UKIAH, CA 95482





**EXHIBIT B**  
**SPECIFICATIONS**

2550 N. State Street, Ukiah, CA  
Specifications for Mendocino County leased space

1. All wall space to be taped and textured drywall with a level 3 finish and painted.
2. Bathrooms to be ADA compliant and have porcelain tile floor, cove base, and stainless partitions.
3. Breakroom to have marmoleum flooring and solid surface countertop. Cabinetry to be laminate.
4. Ceilings to be 9 feet and have 2x4 ceiling tiles and new LED fixtures throughout.
5. Interior doors to be stained solid core wood. Door frames to be Timely manufacturing. All doors to have automatic closers except individual offices.
6. All windows to have Hunter Douglas roller shades.
7. Tenant to be provided with color board for approval for interior colors, materials and finishes.
8. New carpet throughout.
9. Approximately 250 linear feet of new interior walls as specified in Exhibit A.
10. Re-routing of HVAC ducting to accommodate new offices in floor plan as illustrated in Exhibit A.
11. New outlets for perimeter walls and office. Data outlets and conduit or smurf tube to ceiling shall be installed. Landlord shall not install data wiring. All existing data wiring shall be left in ceiling, walls, or power poles. Power will also be installed to workstation as specified in Exhibit A or per any written agreement between Lessor and Lessee.
12. New fire sprinkler lines and heads.
13. Two inch conduit shall be installed from "Demarc Room" to roof with weather head.

## EXHIBIT C

### STANDARD CLAUSE FOR STAFF ENVIRONMENTAL PROTECTION

1. The Mendocino County Department of Social Services is committed to providing a safe working environment for its employees. Various products used in construction or remodeling have resulted in staff concerns over possible ill effects.
2. Every attempt shall be made to separate construction activities from staff work areas. This may include sealing a separation between areas of construction and where existing staff continue to function, if deemed necessary for the building occupants' health and safety. It may also include the disconnection of HVAC systems which might carry fumes into staff work areas.
3. Material Safety Data Sheets (MSDS) shall be provided to the Mendocino County Department of Social Services prior to construction.
4. There shall be advance notification of construction activities, materials involved, and proposed construction schedule. There shall be corrected or adjusted notification of the construction schedule when there are changes to the schedule.
5. Offensive material will not be utilized during period of primary staff occupancy. This may require construction activities to take place after 5:00 p.m. or during weekends.
6. Construction activities will be suspended and rescheduled when requested by the Mendocino County Department of Social Services (in response to a major staff reaction to some material).
7. As an alternate to steps 2-6 listed above, landlord shall give a five business day notification of construction activities to insure that relocation of staff can occur with a minimum of disruption to the program's schedule. In this event, Social Services will provide alternate work space during any phase of the construction Social Services determines to be of inconvenience or hazardous to employees.

**EXHIBIT D**  
**MEDI-CAL DATA PRIVACY AND SECURITY AGREEMENT**  
**LEASE AGREEMENT**  
**2550 N. State Street, Ukiah**

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The California Department of Health Care Services (DHCS) and the County of Mendocino Health and Human Services Agency (MC-HHSA) have entered into a Medi-Cal Data Privacy and Security Agreement in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

Medi-Cal PII is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining Medi-Cal eligibility or conducting IHSS operations, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic or paper.

County and Lessee mutually acknowledge that Lessee is not a Contractor of County and Lessee has not been hired or engaged by County to perform an administrative function on behalf of Medi-Cal. County and Lessee further acknowledge that the premises leased to Lessee by County are located in proximity to programs and/or facilities that are or will be engaged in operations involving PII. Therefore, Lessee agrees to be bound by the privacy and security regulations relating to Contractors, as set forth in this addendum, **to the extent that such regulations are or may be applicable to Lessee.**

**AGREEMENTS**

**NOW THEREFORE**, County and Lessee mutually agree as follows:

**I. Privacy and Confidentiality**

- A. Contractors may use or disclose Medi-Cal PII only to perform functions, activities or services directly related to the administration of the Medi-Cal program in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq, or as required by law.

Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. Contractor shall not duplicate, disseminate, or disclose Medi-Cal PII except as allowed in the Agreement.

- B. Access to Medi-Cal PII shall be restricted to only contractor personnel who need the Medi-Cal PII to perform their official duties in connection with the administration of the Medi-Cal program.
- C. Contractor and/or their personnel, who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil

and criminal sanctions contained in applicable Federal and State statutes.

## **II. Employee Training and Discipline**

Contractor agrees to advise its personnel who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws. Contractor shall:

- A. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by their personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII; and take corrective action against such personnel who intentionally violate any provisions of this Agreement, up to and including by termination of employment. New employees will receive privacy and security awareness training from Contractor within 30 days of employment and receive regular reminders throughout their employment. This information will be recorded in employee records with dates of each training/reminder. These records are to be retained and available for inspection for a period of three years after completion of the training/reminders.

## **III. Management Oversight and Monitoring**

The Contractor agrees to:

- A. Establish and maintain ongoing management oversight and quality assurance for monitoring workforce compliance with the privacy and security safeguards in this Agreement when using or disclosing Medi-Cal PII and ensure that ongoing management oversight includes periodic self-assessments.

## **IV. Confidentiality Statement**

Contractor agrees to ensure that all contractor personnel who assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII sign a confidentiality statement. The statement shall include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the Contractor and their personnel prior to access to Medi-Cal PII.

## **V. Physical Security**

Contractor shall ensure that Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working hours. Contractor agrees to safeguard Medi-Cal PII from loss, theft or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of Contractor facilities where personnel assist in the administration of the Medi-Cal program and use or disclose Medi-Cal PII. The Contractor shall ensure that these secure areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or access authorization; and access to premises is by official identification.
- B. Ensure that there are security guards or a monitored alarm system with or without security cameras 24 hours a day, 7 days a week at Contractor facilities and leased facilities where a large volume of Medi-Cal PII is stored.

- C. Issue Contractor personnel who assist in the administration of the Medi-Cal program identification badges and require County Workers to wear the identification badges at facilities where Medi-Cal PII is stored or used.
- D. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices in facilities which are multi-use (meaning that there are personnel other than contractor personnel using common areas that are not securely segregated from each other.) The contractor shall have policies which indicate that Contractor and their personnel are not to leave records with Medi-Cal PII unattended at any time in vehicles or airplanes and not to check such records in baggage on commercial airlines.
- E. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing Medi-Cal PII.

## **VI. Computer Security Safeguards**

The Contractor agrees to comply with the general computer security safeguards, system security controls, and audit controls in this section. In order to comply with the following general computer security safeguards, the Contractor agrees to:

- A. Encrypt portable computer devices, such as laptops and notebook computers that process and/or store Medi-Cal PII, with a solution using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution. One source of recommended solutions is specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware.html](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware.html). The Contractor shall use an encryption solution that is full-disk unless otherwise approved by DHCS.
- B. Encrypt workstations where Medi-Cal PII is stored using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- C. Ensure that only the minimum necessary amount of Medi-Cal PII is downloaded to a laptop or hard drive when absolutely necessary for current business purposes.
- D. Encrypt all electronic files that contain Medi-Cal PII when the file is stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, etc.) using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Ensure that all emails sent outside the Contractor's e-mail environment that include Medi-Cal PII are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have a commercial third-party anti-virus software solution and are updated when a new anti-virus definition/software release is available.

- G. Ensure that all workstations, laptops and other systems that process and/or store Medi-Cal PII have current security patches applied and up-to-date.
- H. Ensure that all Medi-Cal PII is wiped from systems when the data is no longer legally required. The Contractor shall ensure that the wipe method conforms to Department of Defense standards for data destruction.
- I. Ensure that any remote access to Medi-Cal PII is established over an encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI. The Contractor shall ensure that all remote access is limited to minimum necessary and least privilege principles.

## **VII. System Security Controls**

In order to comply with the following system security controls, the Contractor agrees to:

- A. Ensure that all Contractor systems containing Medi-Cal PII provide an automatic timeout after no more than 20 minutes of inactivity.
- B. Ensure that all Contractor systems containing Medi-Cal PII display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.
- C. Ensure that all Contractor systems containing Medi-Cal PII log successes and failures of user authentication and authorizations granted. The system shall log all data changes and system accesses conducted by all users (including all levels of users, system administrators, developers, and auditors). The system shall have the capability to record data access for specified users when requested by authorized management personnel. A log of all system changes shall be maintained and be available for review by authorized management personnel.
- D. Ensure that all Contractor systems containing Medi-Cal PII use role based access controls for all user authentication, enforcing the principle of least privilege.
- E. Ensure that all Contractor data transmissions over networks outside of the Contractor's control are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI, when transmitting Medi-Cal PII. The Contractor shall encrypt Medi-Cal PII at the minimum of 128 bit AES or 3DES (Triple DES) if AES is unavailable.
- F. Ensure that all Contractor systems that are accessible via the Internet or store Medi-Cal PII actively use either a comprehensive third-party real-time host based intrusion detection and prevention program or be protected at the perimeter by a network based IDS/IPS solution.

### **VIII. Audit Controls**

- A. Contractor agrees to an annual system security review by the County to assure that systems processing and/or storing Medi-Cal PII are secure. This includes audits and keeping records for a period of at least three (3) years. A routine procedure for system review to catch unauthorized access to Medi-Cal PII shall be established by the Contractor.

### **IX. Paper Document Controls**

In order to comply with the following paper document controls, the Contractor agrees to:

- A. Dispose of Medi-Cal PII in paper form through confidential means, such as cross cut shredding and pulverizing.
- B. Not remove Medi-Cal PII from the premises of the Contractor except for identified routine business purposes or with express written permission of DHCS.
- C. Not leave faxes containing Medi-Cal PII unattended and keep fax machines in secure areas. The Contractor shall ensure that faxes contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Contractor personnel shall verify fax numbers with the intended recipient before sending.
- D. Use a secure, bonded courier with signature of receipt when sending large volumes of Medi-Cal PII. The Contractor shall ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.

### **X. Notification and Investigation of Breaches**

The Contractor agrees to:

- A. Notify John Martire, Chief Welfare Investigator, at 467-5856.

### **XI. Assessments and Reviews**

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to inspections of its facilities, systems, books and records, with reasonable notice from the County, in order to perform assessments and reviews.

### **XII. Assistance in Litigation or Administrative Proceedings**

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations, the Contractor shall make all reasonable effort to make itself and its personnel who assist in the administration of the Medi-Cal program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses.

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**Craig Metz,**  
Manager  
Ukiah Imperial LLC

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Date Signed