

LEASE AGREEMENT
1120 South Dora Street Ukiah, CA 95482

This Lease, made this 19TH day of JUNE, 2018, is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as "Lessor", and Mendocino Community Health Clinic, hereinafter referred to as "Lessee".

RECITALS:

1. Lessor has the authority contained in Government Code Section 25521 to lease County property, and determines that the use of certain property owned by Lessor is not required for its use at this time and is available for lease.
2. Lessee intends to lease from Lessor twelve (12) parking spaces (hereinafter "the Leased Premises") in the northeast portion parking lot of 1120 South Dora Street, Ukiah, CA, Parcel Number (APN 003-126-07-00), to Mendocino Community Health Clinic for use during working hours by CLINIC employees, working out of 1165 South Dora Street. Said spaces are adjacent to Dora Street in the Northeast portion of the property.
3. Leased Premises map attached in Exhibit A.

AGREEMENT:

1. **Lease.** The parties hereto agree that on the terms and conditions hereinafter expressed, Lessor does hereby let to Lessee and Lessee does hereby request from Lessor the use of Leased Premises located 1120 South Dora Street, Ukiah, CA 95482.
2. **Term.** The term of this Lease shall commence on June 1, 2018, and shall continue in effect for a period of one (1) years, expiring on May 31, 2019. Lessee shall have the option to extend the Lease for two (2) period(s) of one (1) year each, upon the same terms and conditions as set forth herein. Lessee must provide Lessor with written notice of its intent to exercise the option not less than ninety (90) days prior to the expiration of the initial term.
3. **Rent.**
 - 3.1 **Amount.** Lessee shall pay Lessor rent in the amount of \$1.00 per year.
4. **Use and Improvements.**
 - 4.1 **Condition of the Leased Premises.** Lessee hereby agrees to accept the use of the Leased Premises in "as-is" condition, understanding that Lessor makes no representations as to the condition of the premises or its suitability for the uses contemplated by Lessee. Lessee represents that it has made a thorough inspection of the premises and has undertaken to repair or adequately warn of

any conditions on the premises that might constitute a hazard or danger to persons using or present on the Leased Premises.

- 4.2 **Use of Leased Premises.** Lessee shall use the Leased Premises exclusively for the use of twelve (12) parking spaces.
- 4.3 **Use and Responsibility.** Lessee agrees to:
 - a. Oversee all arrangements for the operations of parking spaces, including specifying the terms of use with the Mendocino Community Health Clinic employees.
- 4.4 **Ownership of Improvements.** All improvements constructed by Lessee shall immediately become the property of Lessor.
- 4.5 **Improvements and Modifications.** Lessee shall not construct any improvements on the Leased Premises without the prior written approval of Lessor.
- 4.6 **Maintenance and Repair.** Lessee agrees to keep the premises and all improvements in good repair and order and to bear the full cost for all maintenance and repair of the Leased Premises and all Lessee-installed improvements.
- 4.7 **Permits.** Prior to engaging in any activity requiring a permit, Lessee shall acquire any necessary or required permits from the appropriate regulating body for the use of the Leased Premises.
- 4.8 **Compliance with Laws.** Lessee shall ensure that no alcoholic beverages are possessed or consumed on the Leased Premises at any time. Lessee shall not use or permit the Leased Premises to be used except in full compliance with all rules, regulations, laws and ordinances of the County of Mendocino, the State of California, and the United States of America.
- 4.9 **Maintenance of a Nuisance.** Lessee shall not allow the use of the Leased Premises, including access to the Leased Premises, to become a public or private nuisance or unreasonably interfere with the use of adjacent property by other lessees of the County of Mendocino or private property owners.
- 4.10 **Condition of Leased Premises Upon Lease Termination.** Upon termination of this Lease or any abandonment of the Leased Premises by Lessee, Lessee shall leave the Leased Premises, or any groundwater or property affected by the use of the Leased Premises, completely free of any contamination by toxic or hazardous substances resulting from Lessee's use of the Leased Premises.
5. **Assignment.** Lessee shall not assign this Lease or any interest therein or sublease the Leased Premises without the prior written approval of Lessor.
6. **Indemnification and Insurance.**
 - 6.1 **Indemnification.** Lessor shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from any use of the

premises by Lessee, including any activities by third parties who use the Leased Premises during the term of this Lease, with or without the permission of Lessee, or any defective condition or faulty construction of the Leased Premises existing at the time of letting or arising thereafter. Lessee covenants and agrees to indemnify and hold harmless Lessor, its officers, agents and employees, from and against any and all claims, liability, loss, costs, or other obligations, including reasonable attorneys' fees, the fees of experts, consultants, or investigators, and the costs of completely abating or cleaning up any contamination of the Leased Premises, waters of the State of California, or other properties, on account of or arising out of Lessee's use of the Leased Premises or improvements thereon.

- 6.2 **Liability Insurance.** Lessee shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property, including the Leased Premises, which may arise from or in connection with its use of the Leased Premises pursuant to this Lease.

Lessee shall furnish to COUNTY certificates of insurance with General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
 - b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.
7. **Amendments.** This agreement may be amended by the parties hereto, upon mutual written consent of both parties.
8. **Termination.** Failure to comply with any other provision of this Lease within a period of fifteen (15) days following receipt of a written notice of noncompliance from Lessor, shall constitute a material breach of the Lease and furnish grounds for termination of this Lease.

Lessor may terminate this Lease upon ten (10) days' prior written notice delivered to Lessee based on Lessee's failure to comply with the insurance requirements of Paragraph 6.2.

Any action taken or suffered by Lessee as a debtor under any insolvency or bankruptcy laws, including the filing of a voluntary or involuntary petition in the United States bankruptcy court, and any assignment for the benefit of creditors or the appointment of a receiver shall constitute a breach of this Lease. In such event, Lessor shall have the right to terminate this Lease and retake possession of the Leased Premises and any Improvements.

Either party may terminate this agreement upon 90-days written notice to the other party.

Upon termination of this Lease, if Lessor notifies Lessee to do so within thirty (30) days after the termination date, Lessee shall restore the Lease Premises to the condition it was in before the effective date of the lease.

9. **Holding Over.** Holding over by Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Leased Premises.
10. **Inspection.** Lessor and its authorized representatives shall have the right, at any reasonable time during the term of this Lease, with or without prior notice to Lessee, to enter upon the Leased Premises, or any part thereof, to inspect the same, and all buildings and other improvements erected and placed thereon.
11. **Attorneys' Fees.** In any legal action to enforce any of the terms of this Lease, the prevailing party shall pay the other party its reasonable costs, expenses, and attorneys' fees.
12. **Time of Essence.** Time is of the essence of this Agreement.
13. **Waiver.** Lessor's waiver of any default in Lessee's performance of any condition of this Lease, including the obligation to pay rent, shall not constitute a waiver of remedies available for a subsequent breach of the same or a different condition of this Lease. Acceptance of subsequent rental payments from Lessee or its assignees shall not constitute a waiver of the failure of Lessee to pay rent or obtain prior approval to an assignment of this Lease.
14. **Notices.** Except as otherwise expressly provided herein, any written notice required by this Lease shall be deemed given and received when personally served or 48 hours after being placed in the United States mail, with proper first-class postage prepaid, and addressed as follows:

LESSOR:

County of Mendocino

Attn: Lease Administration
501 Low Gap Road, RM 1010
Ukiah, CA 95482

LESSEE:

Mendocino Community Health
Clinic

Attn: Carole Press
333 Laws Ave
Ukiah, CA 95482

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

15. **Paragraph Headings.** Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Lease.
16. **Previous Agreements.** Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by the terms of this Lease, and such prior agreements, statements or understandings shall have no further force or effect.
17. **Binding Effect; Choice of Law.** Subject to the provisions herein restricting voluntary assignment or subletting, this Lease shall apply to and bind the parties, their personal representatives, successors and assigns. This Lease shall be

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

Anne Molgaard
Anne Molgaard, Acting HHSA Director

Date: 5/1/18

Budgeted: ☐ Yes ☐ No

Budget Unit:

Line Item:

Org/Object Code:

Grant: ☐ Yes ☐ No

COUNTY OF MENDOCINO

By: Dan Hamburg

DAN HAMBURG, Chair
BOARD OF SUPERVISORS

JUN 20 2018

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla VantHagen

Deputy

JUN 20 2018

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: Karla VantHagen

Deputy

JUN 20 2018

INSURANCE REVIEW:

By: Carmel J. Angelo

Risk Management

Date: 5-23-18

CONTRACTOR/COMPANY NAME

By: Carole Press

Carole Press, CEO

Date: 5/30/2018

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Community Health Clinics, Inc.

333 Laws Ave.

Ukiah, CA 95482

cpress@mcchcinc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: Charlotte Scott

Deputy

Date: 5-1-18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jonelle Ravn

Deputy CEO

Date: 5-23-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)

Exhibit A

Parking Lot Map

