

**MADERA COUNTY MASTER CONTRACT NO. 002**

(Lease of Real Property to County of Madera – Madera County Master Contract)

**AGREEMENT**

1. **ALTERATIONS AND FIXTURES.** COUNTY may make improvements or alterations to or install fixtures within the premises that are necessary for COUNTY's business operations, but must first obtain LANDLORD's written approval. In making any alterations or installing any fixtures COUNTY shall comply with the following:

- 1.01 The alterations shall not be commenced until five (5) days after LANDLORD has received notice from COUNTY that gives a date for starting work on the alterations so that LANDLORD can post and record an appropriate notice of responsibility.
- 1.02 The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.
- 1.03 COUNTY's contractor shall obtain and maintain insurance in an amount satisfactory to COUNTY Risk Manager before starting work and at all times during construction.
- 1.04 COUNTY shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this lease. COUNTY shall keep the building, other improvements, and land of which the premises are a part of free and clear of all mechanics' liens resulting from construction done by or for COUNTY. COUNTY's failure to comply with this covenant shall at LANDLORD's option be grounds for terminating this lease.
- 1.05 If any governmental authority or law, ordinance, or governmental regulation requires additions, alterations or improvements (as distinguished from repairs) in or to the premises during the term of the lease because of the use to which COUNTY puts the premises and not by reason of the premises' character or structure, COUNTY shall have the option of terminating the lease without further obligation to LANDLORD, or may, at its option and own expense, make the improvement or alteration.

1.06 It is further mutually understood and agreed that any equipment, fixtures or apparatus installed in or on the premises by COUNTY, with the permission of LANDLORD, shall continue to be the property of COUNTY and shall be removed by COUNTY without recourse at the expiration of tenancy.

2. **LIABILITY.** From and after the start of this Lease, COUNTY hereby agrees that LANDLORD shall not be liable for injury to COUNTY's business or loss of income there from or for loss of or damage to property of COUNTY, COUNTY's employees, agents, invitees, or individuals to whom COUNTY provides social services, or other persons in or about the premises except as to injury, loss or damage directly caused by LANDLORD's failure to keep the exterior walls, structural condition of interior bearing walls, structural support of the roof, and the foundation in good condition and repair, or arising from any remodeling done by LANDLORD before COUNTY's occupancy of the premises.

3. **TERMINATION; CONTINGENCY ON AVAILABILITY OF FUNDS.**

3.01 Either party may terminate this Lease without cause by giving the other party six (6) months' advance written notice.

3.02 The parties acknowledge and agree that COUNTY'S obligation to continue making payments to LANDLORD under this Lease Agreement may be contingent on the continued availability of funding from the state and/or federal government and/or program needs. In the event that funding COUNTY receives from the state or federal government ceases or is significantly decreased and/or COUNTY's program requirements mandate a changed environment, this Lease Agreement may be terminated or modified by COUNTY immediately upon delivery of written notice to LANDLORD. Such modification may include, but is not limited to, a temporary moratorium on scheduled increases of rent.

4. **INDEMNITY.** COUNTY shall indemnify, save, hold harmless and defend LANDLORD, its officers, agents, employees, and volunteers from any and all claims, suits, damages, losses, and expenses (including attorneys' fees) arising out of the occupancy and/or use of the premises by COUNTY. However, LANDLORD shall indemnify, save, hold harmless and defend COUNTY, its agents, officers, employees,

and volunteers from any and all claims, suits, damages, losses, and expenses (including attorneys' fees) arising directly or indirectly where caused by the active negligence, sole negligence, or willful misconduct of LANDLORD or its authorized representatives.

5. **INSURANCE**. LANDLORD acknowledges that COUNTY is a self-insured public entity, and agrees to such self-insured coverage for the duration of the lease, provided that COUNTY shall provide LANDLORD with proof of self-insurance and property-damage insurance (including plate glass insurance for its portion of the premises at the full insurable value thereof on all exterior plate glass), and that COUNTY shall list LANDLORD and its officers, volunteers and employees as additional insureds and submit proof of such additional designation to LANDLORD. LANDLORD shall maintain its own insurance for the Premises (including property damage) and shall submit proof of such insurance to COUNTY (c/o Risk Manager, 200 West Fourth Street, Madera, CA 93637), and shall also list COUNTY and COUNTY's officers, volunteers and employees as additional insureds and shall submit proof of such additional designation to COUNTY.

6. **ASSIGNMENT/SUBLETTING**. COUNTY shall not voluntarily assign or encumber its interest in this Lease or in the premises, or sub-lease all or any of the premises, or allow any other person or entity (except COUNTY'S authorized representatives) to occupy or use all or any part to the premises, without first obtaining LANDLORD's written consent. Any assignment, encumbrance, or sub-lease without LANDLORD's written consent shall be voidable, and at LANDLORD's election, shall constitute a default. No consent to any assignment, encumbrance, or sub-lease shall constitute a further waiver of the provisions of this paragraph. COUNTY agrees it will not file during the term hereof a petition in bankruptcy or for extension of arrangement of his debts or composition with his creditors nor make an assignment for the benefit of his creditors, nor permit his interest in the demised premises to become subject to any proceeding, whether in federal or state courts, wherein a receiver, custodian, conservator, or other officer is appointed to hold, conserve, manage or operate COUNTY's business and any assignment by operation of law or the filing of any petition in bankruptcy or for extension or arrangement of his debts or composition with his creditors, whether voluntary or involuntary or the appointment of any receiver, custodian or other officer in any proceeding in any court wherein the possession, management or

control of premises herein demised is in any person other than COUNTY, shall terminate this lease and any and all rights which COUNTY may have by reason hereof, and LANDLORD shall be entitled to recover, in addition to possession of the premises, damages in sum equal to all expenses to which LANDLORD may be put in regaining possession of said premises and the amount of the rent reserved for the remainder of the term hereof, less the fair rental value for the remainder of said term.

7. **DEFAULT.**

7.01 The occurrence of any of the following shall constitute a default by COUNTY:

7.01.1 Failure to pay rent when due, if failure continues for five (5) days after written notice to pay rent has been given to COUNTY.

7.01.2 Abandonment and vacation of the premises (failure to occupy and operate the premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).

7.01.3 Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice of the failure to perform has been given to COUNTY. If the default cannot be reasonably cured within thirty (30) days COUNTY shall not be in default of this Lease if COUNTY commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

7.02 Notices given under this paragraph shall specify the alleged default and the applicable Lease provisions, and shall demand that COUNTY perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or termination of this Lease unless LANDLORD so elects in the notice. If COUNTY fails to pay rent or any other amount due under the terms of this lease as herein provided, or if COUNTY breaches any other condition, term, or covenant contained herein that is the responsibility of COUNTY, LANDLORD may at his option, after five (5) days after written notice to COUNTY to cure the breach, terminate the lease and thereupon re-enter and take possession thereof, ousting all persons therefrom, or elect not to terminate COUNTY's

possession of the premises hereunder, and enforce all of his rights and remedies including, without limitation, the right to recover rent as it becomes due. Efforts by LANDLORD to mitigate the damages caused by COUNTY's breach of this lease do not waive LANDLORD's right to recover damages under this section. Nothing in this section affects the right of LANDLORD to indemnification for liability arising prior to the termination of this lease for personal injuries or property damage as provided in Section 4 above. Any re-entry by LANDLORD as herein permitted shall be construed to be under COUNTY's direction and COUNTY agrees to hold LANDLORD harmless from all claim or damage to property or injury to persons caused thereby.

7.03 In the event of reentry by LANDLORD as a result of COUNTY's breach, any property that belongs to COUNTY or any person holding by, through or under COUNTY, or that is otherwise found upon the premises, may be removed from the premises and stored in any public warehouse at COUNTY's sole expense. If COUNTY abandons, vacates or surrenders said premises or be dispossessed by processes of law, any personal property left upon said premises shall be deemed abandoned at the option of LANDLORD.

7.04 The commencement of any action for any remedy herein reserved to LANDLORD and the prosecution thereof to judgment shall not be deemed an election on the part of LANDLORD unless and until said judgment is fully satisfied and discharged.

8. **WAIVER**. Time is agreed to be of the essence of this agreement and any waiver by the parties of the prompt and punctual performance of any term, condition or covenant hereof, shall not be construed to be a waiver of the prompt and punctual performance of the same or any other term, condition or covenant subsequently when due.

9. **SIGNS**. COUNTY at its cost shall have the right to place, construct, and maintain an exterior sign on the door and any building monument signage, in accordance with all applicable state and local laws governing signs and with LANDLORD's approval.

10. **ATTORNEY'S FEES.** If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements on which the premises is located, by reason of any act or omission of any other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees and costs incurred by it in the litigation. If either party commences an act against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

11. **SALE OF PROPERTY.** Any sale of the premises by LANDLORD during the term of this lease agreement shall be subject to this agreement.

12. **ENTIRE AGREEMENT.** This Lease Agreement and Master Contract Cover Sheet, and any exhibits specified in the Master Contract Cover Sheet attached thereto and incorporated by reference, shall constitute the entire agreement between LANDLORD and COUNTY, and contains all the material terms and conditions agreed upon by the parties hereto and no other agreements, negotiations, proposals, commitments, or understandings of any nature whatsoever, oral or otherwise, regarding the subject matter of this Lease, shall be deemed to exist or to bind either of the parties hereto unless expressly included in this Lease. Any matters of this Lease may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

13. **USE OF PREMISES.** The premises are to be used only for the purpose of conducting governmental business. No other use shall be permitted of the premises without LANDLORD's written permission. COUNTY shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

13.01 Will increase the existing rates for, or cause cancellation of, any fire, casualty, liability, or other policy insuring the building or its contents;

13.02 Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises or the building;

13.03 Obstructs or interferes with the rights of other tenants or occupants of the premises or injures or annoys them; or

13.04 Constitutes the commission of waste on the premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

14. **COMPLIANCE WITH LAW.** COUNTY agrees that it will not use or permit the premises to be used for any unlawful or improper purpose, nor will it disturb the other tenants of such building or neighborhood, and it will, at its own expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements of federal, state, county and city governments, or other lawful governmental bodies, or any of their departments, bureaus or officers, and will effect all alterations or other requirements exacted, directed or deemed necessary on account of COUNTY's use of the premises, and agrees to pay, at its own cost and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of, the failure of COUNTY to comply with this covenant, and will save LANDLORD harmless from any damage, injury, loss or claim, lawfully imposed or recovered by reason of any breach of this Agreement. The commencement or pendency in any Court, whether state or federal, of any abatement proceedings affecting the use of the premises shall, at the option of LANDLORD, be deemed a breach of this lease.

15. **CONDITION OF PREMISES AT START AND FINISH OF OCCUPANCY.** COUNTY hereby acknowledges that the premises and all improvements on the premises, including any and all buildings on and appurtenances to the premises, including carpet and blinds, are in good order, repair and condition as of the date that COUNTY occupies the premises under this lease. On the last day of the term of this lease, or on any sooner termination of this lease, COUNTY will peaceably surrender the premises to LANDLORD with all appurtenances and fixtures in good order, condition, and repair, reasonable use, wear, tear, and damage of and by the elements expected, and in this behalf COUNTY waives the provisions of sections 1941 and 1942 of the Civil Code of the State of California.

16. **REPAIRS.**

16.01 **LANDLORD's Obligations.** LANDLORD shall, at its sole cost and expense, maintain in good order, condition and repair throughout the term of this lease, the exterior walls, roof, foundations and all exterior parts of the building of which these premises are a part, as well as the air conditioning and the electrical, gas and plumbing services to and from the building, provided, however, LANDLORD shall not be obligated to repair any damage thereto caused by any acts or negligence of COUNTY or COUNTY's employees, agents, invitees, licensees or contractors. LANDLORD shall also be responsible (financially and otherwise) for the abatement of mold or mildew on the premises if such mold or mildew existed before COUNTY takes possession, or if such mold or mildew is recurring and caused by structural defects of the premises.

16.02 **COUNTY's Obligations.** COUNTY shall, at its sole cost and expense, maintain in good order, condition and repair the premises, excluding the exterior walls, roof, foundations and all exterior parts of the building of which these premises are a part, as well as the air conditioning and the electrical, gas and plumbing services to and from the building, excepting therefrom the repair of all damages caused by fire, the elements and all hazards normally insured against under a standard fire insurance policy with extended coverage endorsement and wear and tear, provided that COUNTY shall not be obligated to repair any damage caused by any acts or negligence of LANDLORD or LANDLORD's employees, agents, invitees, licensees or contractors. COUNTY's failure to do so will constitute a breach of this agreement. If such repairs are made by LANDLORD, the amount of such repairs shall be added to the next due rental payment of COUNTY and shall also bear interest at the rate of ten percent (10%) per annum until paid.

17. **SUCCESSION.** This lease and each of its terms, subject to the provisions relating to assignments, shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto and all parties hereto shall be jointly and severally liable hereunder.



18. **QUIET ENJOYMENT.** LANDLORD covenants with COUNTY that upon COUNTY's entry into said premises and his performance of each of the terms of the lease, on its part to be performed, COUNTY shall have full freedom and use of the premises in accordance with the terms hereof and quietly enjoy the same without lawful claim on the part of any person.

19. **HOLDING OVER.** Any holding over after the expiration of the term hereof with the express or implied consent of LANDLORD shall be a tenancy from month to month, terminable only upon thirty (30) days written notice from either party to the other, upon each and every one of the other terms, conditions, and covenants herein insofar as the same may be applicable, and COUNTY shall pay its proportional share of utilities as provided in Section 27 below.

20. **NOTICES.** Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by certified mail with return receipt requested, addressed to:

**COUNTY**

(See address on cover sheet)

**LANDLORD**

(See address on cover sheet)

**With copy to**

Tanna G. Boyd, Chief Clerk  
Madera County Board of Supervisors  
200 West 4<sup>th</sup> Street  
Madera, CA 93637

21. **MERGER.** The voluntary or other surrender of this lease by COUNTY, or a mutual cancellation hereof, shall not work a merger and shall at the option of LANDLORD terminate all or any existing sub-lease or sub-tenancies or shall operate as an assignment to him of such sub-lease or sub-tenancies.

22. **RIGHT OF ENTRY.**

22.01 LANDLORD, or LANDLORD's representatives, shall have the right to enter the Premises within business hours at any time during the term of this lease to protect, inspect, exercise or investigate all rights of LANDLORD herein reserved; to inspect the premises or to post notices of non-responsibility, or to place thereon at any time "For Sale" signs and within thirty (30) days prior to the expiration hereof the usual ordinary "To Let" or "To Lease" signs, all without rebate of rent to COUNTY.

LANDLORD may enter said premises for the purpose of making any alteration, repair or improvement to said building, or the premises, which he deems convenient (or the maintenance or reservation thereof.

22.02 COUNTY expressly waives any damage resulting from such entry or from the performance of such alterations or repairs, and expressly waives any damage resulting from such entry or from the performance of such alterations or repairs, and such entry shall not be cause for any rebate of rent herein reserved, provided always that the ingress and egress of COUNTY of his customer shall not be unnecessarily hindered, nor shall COUNTY's occupancy be otherwise unnecessarily inconvenienced.

22.03 LANDLORD must give COUNTY at least twenty-four (24) hours' advance notice before making any inspection or visit under this Section. Any person designated by LANDLORD to inspect or visit the Premises pursuant to this Section shall be escorted by COUNTY personnel during the visit.

23. **REIMBURSEMENT.** In the event COUNTY fails, neglects or refuses to perform any covenant, agreement or condition in this lease provided by him to be done, kept or performed, at the time when the same is herein provided by him to be so done, LANDLORD may perform such covenant, condition or agreement and any money expended thereon shall be charged to the account of the COUNTY, payable on demand, with interest thereon at the legal rate, and the failure of COUNTY to so repay LANDLORD for any money so paid out and expended shall constitute a default under this lease.

24. **SUBORDINATION OF LEASE.** COUNTY agrees that this lease is and shall be subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed upon said premises or the land or building of which they are a part, by LANDLORD, and such subordination is hereby effective without any further act by COUNTY; however, if requested, COUNTY will sign any documentation necessary to acknowledge such subordinate position.

25. **EMINENT DOMAIN.** If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such

proceeding and all rentals shall be paid up to that date and COUNTY shall have no claim against LANDLORD for the value of any unexpired term of lease.

If the whole of the common parking areas in the premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding, unless LANDLORD shall take immediate steps to provide other parking facilities that are located in a reasonable alternative location and that substantially equal to the previously existing ratio between the common parking areas and the leased premises. Such substantially equal parking facilities shall be provided by LANDLORD at its own expense within ninety (90) days from the date of acquisition. In the event that LANDLORD shall provide such other substantially equal parking facilities, the Lease shall continue in full force and effect. In any event, COUNTY shall have no claim for the value of any unexpired term of this lease.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of COUNTY, then the term of this lease shall cease and terminate as of the date of this lease. In the event proceeding and Lease shall have no claim against LANDLORD for the value of any unexpired term of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of COUNTY, then LANDLORD shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, COUNTY shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and LANDLORD is to receive the full amount of such award, COUNTY hereby expressly waiving any right or claim to any part thereof.

Although all damages in the event of any condemnation are to belong to LANDLORD, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, COUNTY shall have the right to claim and recover from the condemning authority, but not from LANDLORD, such compensation as may be separately awarded or recoverable by COUNTY in COUNTY's own right on account of any and all damage to COUNTY's business by

reason of the condemnation and for or on account of any cost or loss to which COUNTY might be put in removing COUNTY's furniture, fixtures, leasehold improvements and equipment.

26. **TAXES.** The responsibilities for payment of taxes shall be divided as follows:

26.01 LANDLORD will be responsible for all real property taxes and assessments.

26.02 COUNTY shall pay before delinquency all taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against COUNTY's personal property installed or located in or on the premises and that become payable during the term of this Lease. On demand by LANDLORD, COUNTY shall furnish LANDLORD with satisfactory evidence of these payments.

If any taxes on COUNTY's personal property are levied against LANDLORD or LANDLORD's property, or the assessed value of the building and other improvements in which the leased premise are located is increased by the inclusion of a value placed on COUNTY's personal property, and if any such taxes are levied against LANDLORD or LANDLORD's property directly or indirectly, and if LANDLORD pays the same, which LANDLORD shall have the right to do regardless of the validity of such levy, COUNTY, upon demand, shall repay to LANDLORD the taxes so paid by LANDLORD on COUNTY's account.

27. **UTILITY CHARGES.** COUNTY shall make all arrangements and agrees to pay all fees charged against the premises during the term of this lease for provision of utility services, including electricity, water, telephone, gas, sewer, garbage collection, and all connection charges. Payment shall be on a pro rata basis based on the amount of square footage used by COUNTY.

28. **DESTRUCTION.** If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered uninhabitable in whole or in part, LANDLORD shall at its own expense cause such damage to be repaired, and the rent shall not be abated.

If the premises shall be rendered wholly uninhabitable by reason of such occurrence LANDLORD shall, at its own expense, cause such damage to be repaired and the fixed minimum rent meanwhile shall be abated in whole to the extent only of

proceeds received by LANDLORD from rent insurance for which the premium have been paid by COUNTY, except that LANDLORD shall have the right to be exercised by notice in writing delivered to COUNTY within sixty (60) days from and after said occurrence to elect not to reconstruct the destroyed premises and in such event this lease and the tenancy hereby created shall cease as of the date of the said occurrence the rent to be adjusted as of such date.

In the event that fifty percent (50%) or more of the rentable area of the premises shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, LANDLORD shall have the right (to be exercised by notice in writing delivered to COUNTY within sixty (60) days from and after said occurrence) to elect to cancel and terminate this lease. Upon the giving of such notice to COUNTY, the term of this lease shall expire by lapse of time upon the third day after such notice is given, and COUNTY shall vacate the leased premises and surrender the same to LANDLORD.

29. **BINDING EFFECT.** Under no circumstance will this lease be binding upon the parties until it has been signed by both parties and signed copies delivered to both parties.

30. **COMMENCEMENT OF TERM; POSSESSION.** The term of this lease, and COUNTY's obligation to pay rent, shall commence on the earlier of the following dates:

30.01 The date which is fifteen (15) days after the LANDLORD, or the LANDLORD's supervising architect or other agent so authorized in writing by LANDLORD, notifies the COUNTY in writing, that the premises are ready for occupancy, or

30.02 The date on which COUNTY shall open the leased premises for business to the public, whichever shall first occur.

In the event that the expiration of the said fifteen (15) day period does not occur on the first day of the month, or COUNTY shall have opened the leased premises for business to the public on a day other than the first day of a month, then the term hereunder shall commence on the first day of the month next succeeding the expiration of said fifteen (15) day period or next succeeding the opening of the lease premises for business. In such event, however, COUNTY shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first day of

the month when the term hereunder commences, and thereafter rent shall be paid in equal monthly installments on the first day of each and every month in advance. If for any reason whatsoever LANDLORD cannot deliver possession of said premises to COUNTY at the commencement hereof, this lease shall not be void or voidable, nor shall LANDLORD be liable for any loss or damage resulting therefrom, provided always that a proportionate reduction of rent shall be made therefor.

31. **OPTION TO EXTEND TERM.** COUNTY shall have the option to extend and/or renew this Lease for an additional period of five (5) years under the same terms and conditions, provided that COUNTY is not in default at the time the option is exercised. Such option shall be exercised only in writing and no later than six (6) months from the scheduled expiration of this Lease.

32. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and interpreted under the laws of the State of California. Venue for all disputes shall be only in the Madera County Superior Court. CONTRACTOR waives all rights under section 394 of the California Code of Civil Procedure.

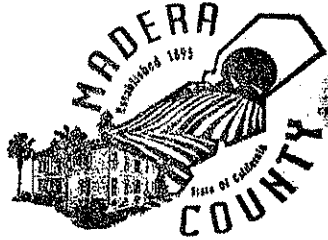
33. **CONFIDENTIALITY.** The business operations of COUNTY on the Premises may include activities that are protected by federal and state statutes and regulations governing confidentiality, including, but not limited to, the processing and storage of individual persons' protected health information, information concerning individual persons' treatment for mental illness and substance abuse, and information concerning application for and receipt of welfare and other government benefits. Such information may be in paper or electronic form. By entering into this Lease, LANDLORD agrees to comply with all relevant federal and state statutes and regulations concerning confidentiality of COUNTY's records and information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

///  
///  
///  
///  
///  
///  
///  
///  
///

\* \* \* \* \*

IN WITNESS WHEREOF, the foregoing Agreement is executed on the day and year first above-written.

COUNTY OF MADERA



*Frank Bejlaw*  
Chairman, Board of Supervisors

11-22-2011

ATTEST:

*Bonnie S. Boyd*  
Clerk, Board of Supervisors

Approved as to Form:  
RISK MANAGEMENT

By: *D. McLean*

Approved as to Legal Form:  
COUNTY COUNSEL

By: *Wendy W. McLean*

ACCOUNT NUMBER(S)

\_\_\_\_\_  
\_\_\_\_\_