

LEASE AGREEMENT

This Lease, made this 1st day of July, 2020, is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as "Lessor", and GEO Reentry Services, LLC, 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 County property (hereinafter "the Leased Premises") from Lessor for the purpose of operate a Day Reporting Center (DRC).

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 hire from Lessor the Leased Premises located at 559 Low Gap Road, Ukiah , including a non-exclusive right of access hereto, as more particularly depicted and described in the attached Exhibit A, which is incorporated herein.
2. **Term.** The term of this Lease shall commence on July 1, 2020, and shall continue in effect for a period of one (1) years, expiring on June 30, 2021. Lessee shall have the option to extend the lease term for an additional three (3), one (1) year periods by providing 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. If term is fully extended the expiration of this agreement will be June 30, 2024 and will run congruent with BOS Agreement # _____ attached to this lease as Exhibit B.
3. **Rent.**
 - 3.1 **Amount.** Lessee shall pay Lessor rent in the amount of \$1,300 per month/year.
 - 3.2 **Payment Arrangement.** Rent shall be deducted from monthly services cost paid by Lessor as provided in BOS Agreement # _____.
 - 3.3 **Payment of Taxes and Assessments.** Lessee shall also pay any real property, possessory interest or personal property taxes and assessments imposed on the Leased Premises, property located on or affixed to the Leased Premises, or as a result of the lease, use or ownership of the Leased Premises.
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 as a Day Reporting Center. Lessee will also ensure the facility housing the DRC is secure by providing adequate supervision during hours of operation. Lessee shall be responsible for providing all personal property needed to make the DRC space operational (i.e., furniture, equipment, office supplies, adequate storage space, telephones, computers, etc.)
- 4.3 **Construction of Improvements.** Lessee shall construct on the Leased Premises entirely at its own expense all required improvements.
- 4.4 **Ownership of Improvements.** All improvements constructed by Lessee shall immediately become the property of Lessor.
- 4.5 **Improvements and Modifications.** After its initial construction, Lessee shall not make structural changes to the exterior of the Improvements, construct additional structures on the Leased Premises, or change the use of the Leased Premises without the prior written approval of Lessor.
- 4.6 **Maintenance and Repair.** Lessee shall keep the Leased Premises in good repair and order, and in a neat, clean and sanitary condition. Lessor will provide general facility maintenance on an as requested basis with requests being routed through the Probation Department's Administrative Services Manager.
- 4.7 **Janitorial Service.** LESSOR agrees to provide basic janitorial services of trash/recycling collection and restroom cleaning to the Leased Premises, as required to maintain a clean/healthy building environment at a minimum of once per week, including the furnishing of supplies necessary to perform such services. Lessee shall designate a location for a Lessor-supplied custodial supply cabinet, that will be accessible to custodial staff at all times.
- 4.8 **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.
- 4.9 **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.
- 4.10 **Utilities.** Lessor shall furnish at its sole expense all utilities necessary for use of the Leased Premises, including, but not limited to, water, sewer service, electricity, natural gas, and garbage collection. Lessee will pay for telephone and internet connectivity, including on-going operational costs.
- 4.11 **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.

- 4.12 **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. Consent by the Lessor to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of the Lessor, or an assignment or subletting by operation of law, shall be void and shall, at the option of the Lessor, terminate this lease. Lessor consent shall not be unreasonably withheld.
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. **Expiration.** At the expiration of this Agreement, Lessee shall promptly quit and surrender the DRC space 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.. If all or any portion of the DRC space is not vacated at the end of the applicable term as described in this Agreement, Lessor shall be and is hereby

authorized to remove from the DRC space and store, at the expense of the Lessee, all goods, wares, merchandise and property of any kind or description (collectively, the "Goods") which may be then occupying all or any portion of the DRC space. All removal and/or storage charges must be paid to Lessor by Lessee before the Goods will be released to the Lessee. In any event, The Lessor may dispose of any the Goods as it sees fit after the expiration of thirty (30) calendar days from the end of the applicable term. The Lessor shall not be liable for any damage to or loss of the Goods sustained either during the removal, storage and/or disposal of same and Lessor is hereby expressly released from any and all claims for any such loss or damage. This section shall survive expiration or earlier termination of this Agreement.

9. **Termination.** 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.

Lessor may terminate this Lease upon 90 days written notice to the Lessee; provided, however, that if Lessor terminates BOS Agreement # _____, this Lease shall terminate within 30 days of the termination date of such BOS Agreement.

Lessor and Lessee agree that, at the discretion of Lessor, the space provided by Lessor to Lessee may be changed during the term of this Lease to a reasonably comparable space. Costs incurred by Lessee to relocate Lessee to another Lessor provided space will be borne by Lessor. Costs will include relocation of phones and internet; Lessor, upon request of Lessee, will provide, at Lessor's discretion, either: a) Lessor personnel to relocate Lessee's personal property from the Leased Premises; or b) the lesser of the actual cost of or \$1,500 towards the costs of a move performed by an independent, outside service provider.

Upon termination of this Lease, Lessee shall remove from the Leased Premises all of Lessee's personal property and, if Lessor notifies Lessee to do so within thirty (30) days after the termination date, restore the Leased Premises to the condition it was in before the effective date of this Lease.

10. **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.
11. **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.
12. **Attorneys' Fees.** 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.
13. **Time of Essence.** Time is of the essence of this Agreement.

14. **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.

15. **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: Executive Office/Purchasing Agent

501 Low Gap Road, Room 1010

Ukiah, CA 95482

LESSEE:

GEO Reentry Services, LLC

PO Box 744547

Atlanta, GA 30374-4547

ATTN: Contracts Administration

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.

16. **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.

17. **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.

18. **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 governed by the laws of the State of California, and is to be performed in the County of Mendocino, State of California.

19. **Duplicate Originals.** This Lease may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Lease.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

J. Potts 6/4/2020
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2560

Line Item: 862189

Grant: Yes No

Grant No.: AB 109 - Community Corrections

CONTRACTOR/COMPANY NAME

By: Derrick D. Schofield
Derrick D. Schofield
Date: 6/8/2020

NAME AND ADDRESS OF CONTRACTOR:

GEO Reentry Services, LLC

PO Box 744547

Atlanta, CA 30374-4547

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: JUN 24 2020

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

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amberly Dunham
Deputy
JUN 24 2020

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Brina Blanton
Deputy

Date: 6/3/2020

CARMEL J. ANGELO, Clerk of said Board

By: Amberly Dunham
Deputy
JUN 24 2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management
Date: 6/3/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO
Date: 5/28/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

J. Sotter 6/4/2020
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2560

Line Item: 862189

Grant: Yes No

Grant No.: AB 109 – Community Corrections

CONTRACTOR/COMPANY NAME

By: _____
Derrick D. Schofield
Date: _____

NAME AND ADDRESS OF CONTRACTOR:

GEO Reentry Services, LLC

PO Box 744547

Atlanta, CA 30374-4547

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

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:

CHRISTIAN M. CURTIS,
Acting County Counsel

Brina Blanton
By: _____
Deputy

6/3/2020
Date: _____

INSURANCE REVIEW:

Carmel J. Angelo
By: _____
Risk Management

6/3/2020
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

[Signature]
By: _____
Deputy CEO

5/28/2020
Date: _____

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

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____