

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and GEO Reentry Services, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Adult Day Reporting Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Exhibit E Form of Lease Agreement

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue from July 1, 2020 through June 30, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million Four Hundred Four Thousand Dollars (\$1,440,000.00) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 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: [Signature]
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: [Signature]
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS
JUN 24 2020

Date: _____

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: [Signature]
Deputy
JUN 24 2020

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: [Signature]
Deputy
JUN 24 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: [Signature]
Deputy

Date: 6/4/2020

INSURANCE REVIEW:

By: _____
Risk Management

Date: 6/2/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: 6/2/2020

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. Little 6/4/2020
DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2560

Line Item: 862189

Grant: Yes No

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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
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: Amdey Dumham
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: 6/4/2020

CARMEL J. ANGELO, Clerk of said Board

By: Amdey Dumham
Deputy
JUN 24 2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 6/2/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 6/2/2020

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: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to

CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from

any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges

prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Probation Department
589 Low Gap Road
Ukiah, CA 95482
Attn: Chief Probation Officer

To CONTRACTOR: GEO Reentry Services, LLC
PO Box 744547
Atlanta, GA 30374-4547
ATTN: Contracts Administration

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:
CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry,

national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in

writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Adult Day Reporting Services shall not exceed \$1,440,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous

understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2),

Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

CONTRACTOR shall operate a Day Reporting Center (DRC) as directed by the COUNTY.

Location:

Mendocino County will provide space for the DRC located in or near Ukiah, pursuant to a lease agreement separate from this Agreement, a form of which is attached hereto as Exhibit E. CONTRACTOR will provide anything needed to make the DRC space operational (i.e., furniture, equipment, office supplies, telephones, etc.).

Hours of Operation:

The Mendocino County DRC will be open Monday and Friday, from 8 a.m. to 5 p.m. and Tuesday through Thursday from 10 a.m. to 7 p.m., excluding holidays. The office will be closed for Case Staffing meetings Mondays between 12 p.m. – 2 p.m. The office will also be closed on those Fridays when Community Corrections Partnership meetings are scheduled between 12 p.m. – 1 p.m. to permit CONTRACTOR attendance at the meetings.

Programming:

CONTRACTOR's DRC model is built on evidence-based principles (EBP) distilled from "What Works" research. This research has identified the factors most strongly correlated to criminal behavior. These factors are called criminogenic risks and needs. The criminogenic risk and needs most strongly correlated with re-offending are called "The Central Eight". The top four identified in most studies are:

- Anti-social attitudes
- Anti-social associates
- Anti-social personality patterns (such as restless aggressive energy, egocentrism, a taste for risk, poor problem solving skills, and impulsivity)
- History of anti-social behavior

The other four factors are called "The Moderate Factors" and are:

- Problematic circumstances at home (such as low levels of affection, caring, and cohesiveness; poor parental supervision; neglect and abuse)
- Problematic circumstances at school or work (such as low levels of education and achievement, and unstable employment history)
- Problematic leisure circumstances (such as poor use of recreational time)
- Substance abuse

Assessments:

A risk/needs assessment tool identifies the specific factors contributing to an individual's criminal behavior. The assessment results may include information for the following areas: criminal history; education/employment; family/marital; accommodations; leisure/recreation; companions (anti-social associates); alcohol/drug problems; emotional/personal (behavioral characteristics); and attitudes/orientation (attitudes, values, and beliefs). With this information, case managers create an individualized Behavioral Change Plan targeted to the client's identified criminogenic risks and needs. Not only does this ensure maximum efficiency in the use of resources, but it also ensures that clients do not receive treatment that they don't need. Unneeded treatment can actually increase the likelihood of criminal behavior.

CONTRACTOR staff will perform the assessment. In the event Probation has already completed an assessment, they will provide the Static Risk and Offender Needs Guide (STRONG) assessment results to the CONTRACTOR case managers in order to develop Behavior Change Plans with clients.

Our proposed individual Behavioral Change Plans (BCP) seek to reduce the chance of future criminal behavior by changing the client's criminogenic needs. For example, to specifically address anti-social attitudes, a client's BCP may include Moral Recognition Therapy (MRT), which teaches clients how to replace anti-social attitudes with pro-social attitudes.

Behavior Change Plans:

Using the assessment results, the CONTRACTOR case manager identifies and ranks the client's specific criminogenic needs.

The case manager identifies the client's two or three highest criminogenic needs and uses DRC program services and local community resources to address those needs. For example, if one of the client's highest needs is alcohol/drug problems, the case manager may assign the client to the onsite Outpatient Substance Abuse Education and Outpatient Substance Abuse Treatment groups using the Cognitive Behavioral Interventions for Substance Abuse (CBI-SA) curriculum, require the client to attend an AA/NA group, and/or make other community referral(s).

The BCP also includes responsibility factors, which are barriers that may prevent the client from making progress and strengths that can support the client's successful achievement. Case managers take responsibility factors into account when determining which services and resources will best support the client in achieving program success.

Behavioral goals are stated in positive and supportive language using the acronym SMART (Specific, Measurable, Attainable, and Realistic with an appropriate Timeframe). For example, a behavioral goal may be "achieve and maintain sobriety for three months" and actions may be completing the Substance Abuse Carey Guide during individual cognitive behavioral therapy, attending several AA meetings and choose a program, finding an AA sponsor, etc.

Cognitive Behavioral Treatment:

CONTRACTOR has been providing cognitive behavioral, evidence-based programs for over 15 years, and already has the infrastructure to train, monitor, and support staff in the delivery of cognitive behavioral treatment.

Individual Cognitive Behavioral Therapy:

Each client will meet with his or her assigned case manager once per week for 30 minutes. The client fills out the Outcome Rating Scale (ORS), a self-report instrument that gives the case manager an indication of the client's individual functioning, interpersonal relationships, and social role performance (such as work adjustment). The case manager uses the results to monitor the client's progress, evaluate the effectiveness of treatment, determine if there is a need for further treatment, or investigate why the client is not making progress. Then they take a few minutes to discuss the client's answer to "What is one thing you learned this week in the program?"

In addition to tracking progress, case managers use Carey Guides. Developed by the Care Group, the Carey Guides help corrections professionals by translating evidence-based practices into a series of strategies and short exercises called "15-Minute Tools." One set of Carey Guides provide case managers with strategies for effective case management, and the other set provides short practical exercises for offenders.

At the end of the session, the client completes a Session Rating Scale (SRS). The SRS is a self-completed instrument that assesses the relational bond between the client and case manager, and the degree of agreement between the client and case manager on goals, methods, and overall approach of therapy. It helps the case manager make sure that the client is engaged and therapy is responsive to the client.

Group Cognitive Behavioral Therapy:

CONTRACTOR uses Moral Reconciliation Therapy (MRT) to provide cognitive behavioral therapy in a group setting. MRT is a step-by-step cognitive skills rehabilitation system designed to confront thinking errors. The intent of MRT is to develop moral decision-making strategies in individuals. The system is designed to positively alter how clients think; how they make judgments and decisions about the right and wrong thing to do in situations; and to promote actions and behaviors focused on changing negative relationships.

MRT teaches clients thinking and judgment skills in a systematic group process. Groups use a series of structured exercises and tasks to foster development of higher levels of reasoning, and also addresses other important treatment areas. A CONTRACTOR Case Manager leads this group, which uses the MRT workbook *How to Escape Your Prison*.

Computer-Based Cognitive Behavioral Therapy:

Computer-Based Cognitive Behavioral Therapy (CBT) ACCI will provide a unique treatment tool for offenders, presenting a series of interactive, multimedia programs that allow DRC participants to control the pace, direction, and even the nature of the

presentation. To comprehensively target each participant's needs and further supplement group sessions, we will continue to maintain and operate a CBT Lab with computers in the Mendocino County DRC. We propose to provide participants with access to the computer-based eLearning curriculum from the ACCI Cognitive Life Skills courses. ACCI develops and provides a variety of self-directed content and curriculum that places a strong focus on cognitive restructuring and is supported by published outcomes and research. DRC staff are always present during scheduled Lab times to supervise and assist participants in using DRC computers for assigned programming.

Daily Check-ins:

Each time a client arrives at the DRC, they first report to CONTRACTOR staff, which record the date and time of every check-in. As the client successfully progresses through the program, the number of required check-ins per week decreases. Typically, CONTRACTOR has clients report to the DRC in person five days per in Phase 1 and then decreases reporting based off progress and phase level.

Breathe Alcohol Testing:

For safety reasons, and to ensure a therapeutic environment, CONTRACTOR requires all clients to take a breath alcohol test every time they report to the DRC. If a test is positive for alcohol:

A CONTRACTOR staff member will immediately notify a pre-designated County contact and follow the pre-specified procedure approved by Mendocino County. No further client activity in terms of group or program participation is permitted for the day. If the alcohol level is high enough, the client may be detained and referred to the appropriate law enforcement agency.

CONTRACTOR staff records the administration and results of all alcohol tests in AccuTrax. If a client refuses to provide a breath sample, that fact is also documented and reported.

Random Drug Testing:

Clients are also subject to a random drug testing. Clients are assigned a word during intake – for example, a client may be given the word “community”. When clients check-in, their assigned word determines if they are required to provide a urine sample that day. If “community” is the designated word when that client reports on a specific day, then that client must provide a urine sample. CONTRACTOR staff can also conduct a urinalysis test at any time at the request of the County. If the drug test detects an illicit substance, a CONTRACTOR staff member will immediately notify the County, and follow pre-established procedures to administer consequences. CONTRACTOR staff records the administration of all drug tests and the results in AccuTrax. If a client refuses to provide a urine sample, that fact is also documented and reported.

Cognitive Behavioral Interventions for Substance Abuse (CBI-SA)

Our staffing includes a dedicated Substance Abuse Counselor within the Mendocino DRC. Our Substance Abuse Counselor facilitates onsite Outpatient Substance Abuse

Education and Outpatient Substance Abuse Treatment groups using the CBI-SA curriculum from the University of Cincinnati. The CBI-SA curriculum was developed for individuals with moderate to high needs for substance abuse treatment—and is especially well-suited for criminal justice populations. CBI-SA is informed by the National Institute of Corrections principles of effective intervention and incorporates a cognitive behavioral approach. The table below outlines the modules within the CBI-SA curriculum:

Table 7. Overview of CBI-SA Curriculum	
CBI-SA Module	Key Objectives
Module 1: Motivational Enhancement	<ul style="list-style-type: none"> • Increase motivation • Explore personal values, goals, and resistance
Module 2: Cognitive Restructuring	<ul style="list-style-type: none"> • Recognize risky thoughts and situations • Examine the connection between thoughts, feelings, and actions • Restructure thinking patterns
Module 3: Emotional Regulation	<ul style="list-style-type: none"> • Learn to understand, manage, and control feelings • Recognize cravings and urges as emotions • Practice regulation of emotions
Module 4: Social Skills	<ul style="list-style-type: none"> • Social learning / practice receiving feedback and modeling • Social skills training and supporting self-efficacy • Learn about assertiveness and responses to risky situations
Module 5: Problem Solving	<ul style="list-style-type: none"> • Develop cognitive and behavioral problem-solving skills • Learn and practice the eight steps of effective problem-solving
Module 6: Success Planning	<ul style="list-style-type: none"> • Create individualized plan based on risky situations • Integrate the behavior chain • Discuss coping options, lifestyle factors, and support systems

CBI-SA is designed for small group settings. This helps create an action-oriented environment conducive to intensive interactions between group members and skill development through use of roleplay, behavioral practice, and other activities.

Immediate Notification:

As part of the office closing procedure every day, a DRC staff member will email all Mendocino County Probation Officers who have a client assigned to the DRC. The

email will include that day's starting and ending active client count; the number of intakes, readmits, clients reactivated from authorized leave; clients placed on authorized leave; clients placed in aftercare; and clients discharged that day. It will also list the names of all clients who did not show up for a scheduled check-in, and clients with a positive breathalyzer and/or drug test.

In addition, DRC staff will notify officers regarding client violations as specified by each officer. For example, if an officer requests immediate notification by phone in the event of a positive drug screen, then a staff member will follow that procedure for clients supervised by that officer. Officers are also involved in any graduated sanctions that may be applied to a client, and are also welcome at the DRC's weekly staffings. Case managers will also communicate frequently with officers by phone and by email on an individual basis.

Referral Services:

The CONTRACTOR's case managers will work with local organizations and community service providers to develop Memoranda of Understanding that specify philosophy, approach, and delivery of evidenced based practices. Based on a client's Behavior Change Plan, the case manager will refer the client to the appropriate community service, and will track the delivery of these services. Clients will be responsible for any charges or fees required for community services.

Community Connections:

The Community Connections program works to match clients with needed services. Local faith-based organizations, service providers, and other community-based organizations visit the facility on a regular basis to present information about food, housing, mentoring, health services, support groups (NA, AA, etc.), education, employment, legal help, drug treatment, and vocational training. Clients also learn about specific job seeking and retention skills, key behaviors for successful reentry and relapse prevention behaviors. After these presentations, there is a question and answer period, and clients can also sign up for services, talk with the providers individually, and set up appointments.

When making referrals to community resources, case managers call the provider contact and set up the initial appointment for the client. The case manager prints out a form for the client that includes the name of the provider, the date and time of the appointment, and directions to the provider. For clients that need transportation, the case manager will provide bus tokens. Case managers also follow up with service providers to confirm that clients attended their appointments and to ensure seamless service delivery.

In addition to referring clients to resources to help address their criminogenic needs, case managers assess clients for basic needs such as food, shelter, and medical attention. The facility has a list of the options available in the community to meet the basic needs a client might have. Our experience shows that when basic needs are met, clients are more likely to remain in compliance with program requirements. Case

managers also determine if their clients meet the criteria for any entitlements; (i.e. SSI, welfare, grants, etc.) and will assist clients in obtaining and completing appropriate applications.

GEO Reentry Connect Website—a value-added service:

GEO strives to deliver innovative and future-driven solutions to changing behavior and changing lives. In addition to the connections and referrals made by local staff, the Mendocino DRC will use www.georeentryconnect.com to assist justice involved individuals nationwide. The site is designed to offer a comprehensive suite of valuable tools to assist reentrants post-release. Available 24/7, the key features include a national resource database, employment toolbox, education and vocational information, and general tips and guidance to reduce the frustration of searching for information. The site is interactive, compatible with all desktop, tablet, and mobile devices, and features printer-friendly webpages and downloadable content.

Data Collection/Quality Assurance:

CONTRACTOR is committed to using collected outcomes to better enhance our program operations. By analyzing outcome measurements, CONTRACTOR can examine both the immediate results of program activities as well as long-term program implications, and then strengthen effective program elements and change ineffective ones. Tracking and reporting outcomes also allows CONTRACTOR to provide performance feedback to DRC staff, which helps our offices stay focused on the ultimate goal of reducing recidivism. In addition, CONTRACTOR provides continuous feedback to clients on progress, program attendance, skills acquisition, etc. and celebrates these achievements with positive reinforcements. Providing clients with information on their progress builds accountability, enhances motivation, and improves outcomes.

Accurate and detailed documentation is crucial to tracking program performance and outcomes. Therefore, for each program, CONTRACTOR establishes data collection procedures to ensure that staff collect and enter the required data. When a client goes through intake, the client works with staff to fill out the intake paperwork, which includes providing the required data. Not only is the required data part of the forms that the client fills out, staff enters the data into the electronic database, and the CONTRACTOR's Program Manager reviews that client's electronic case file after intake to verify that staff collected and entered the required data. The CONTRACTOR's Program Manager also performs monthly audits on randomly selected case files to monitor the accurate and complete collection of required data on an ongoing basis. In addition, National Compliance Specialists from the CONTRACTOR's corporate office conduct annual audits of the data stored in electronic and hardcopy formats to verify that required program data is collected and correct.

Client and program data is entered and stored in CONTRACTOR's proprietary case management system GEOtrack. GEOtrack is a secure, web-based system that tracks metrics and gives authorized users a real-time view of a client's status and progress in the program. DRC staff enter attendance data, alcohol and drug test results,

assessment scores, and case notes for each client. GEOtrack includes numerous pre-defined reports that staff can use to produce statistical reports on one or all clients. CONTRACTOR will provide authorized Mendocino County staff secure access to GEOtrack.

Throughout the DRC's operation, CONTRACTOR's case managers collect a variety of basic program metrics called Key Performance Indicators (KPIs). KPIs include data for each client (such as the number of incident reports and infractions, program and group attendance, alcohol and drug test results, etc.), and all KPI data for the DRC is compiled on a weekly basis and then reviewed each week by the program manager, area manager, and regional manager. This level of review further ensures the validity of the program's collected data.

Program Fidelity:

CONTRACTOR uses local and national quality assurance processes to ensure program fidelity as well as intermediate outcomes reports to show positive program impact. In the area of quality assurance, each program manager reviews assessments, treatment plans, case files, and group facilitation to ensure adherence to EBP and program design. The program manager also reviews each office for fidelity to EBP and program design. For intermediate outcomes, we measure program attendance, changes in assessment scores, change in employment, sobriety, housing, and connections to community resources. In addition, CONTRACTOR uses monthly internal quality assurance processes and annual audits to ensure the adherence to program design. Each CONTRACTOR DRC is required to follow the monthly quality assurance process which includes monthly staff meetings and reviews of client assessments, treatment plans, case files, and group facilitations.

CONTRACTOR also has two National Program Compliance Specialists who visit every CONTRACTOR DRC program annually to measure program compliance to contract requirements. These onsite visits include an audit of hardcopy case files of active and terminated clients for all required paperwork, and an audit of electronic case files for all required data. The Program Compliance Specialist also ensures that the monthly internal quality assurance processes are being completed as required.

The Program Compliance Specialist then provides a written report of the results to the appropriate customer representatives and makes recommendations, if needed, to address any identified deficit. This report is also provided to the Area Manager, the Regional Director, and the VP of Reentry and Supervision Services . This team works together and designs Corrective Action Plans to address any deficit area of the reviewed program. Items within the Corrective Action Plan receive ongoing measurement until concerns are resolved.

Reports:

As an integral part of DRC reporting, staff electronically enters all assessment, personal, and program data for each referred client into our GEOtrack case management database. Staff consistently updates this information to reflect individual client progress through the program. This includes assessment results; breathalyzer and urinalysis results; appearance for scheduled activities (check-ins, groups, individual meetings, etc.); case notes, including significant events and staff observations; participation and progress in treatment groups; employment and education status; and the number of community referrals made. Our comprehensive data collection allows CONTRACTOR staff to provide the County with a variety of reports about the client population, intakes/discharges by type, and changes in assessment scores, etc.

At midnight every day, GEOtrack generates the scheduled services for the new day and generates violations for required services that were not completed the previous day. Each day, CONTRACTOR staff review the previous day's violations and either confirm or dismiss the violation. Confirmed violations are handled per County direction, and CONTRACTOR staff records the actions taken for all violations. County staff can also use the GEOtrack system to view the contacts CONTRACTOR has had with a specified client, as well as any written violations for that client.

Staffing/Management Plan:

CONTRACTOR will maintain operating hours of 8:00 a.m. to 5:00 p.m. on Monday and Friday, and 10:00 a.m. to 7:00 p.m. Tuesday through Thursday. This allows clients to check-in to the DRC five days a week, which is especially important in the beginning stages of DRC programming as new clients are often confused, overwhelmed, angry, and/or defensive. One of the most common times for a client to stop attending programming is between the first and second appointments. Therefore daily check-ins are a key component of client engagement. The office will be closed for Case Staffing meetings Mondays between 12 p.m. – 2 p.m. The office will also be closed on those Fridays when Community Corrections Partnership meetings are scheduled between 12 p.m. – 1 p.m. to permit CONTRACTOR attendance at the meetings.

When providing DRC services, extra care will be taken to ensure that clients receive a high enough dosage of services that support positive behavior change. Our experience has shown that cognitive behavioral therapy and other treatment services yield the best results when accompanied by regular check-ins with program staff. Without this additional dosage, we have seen decreased client attendance and participation, as well as higher client turnover.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

1 – 50 Participants	\$31,300 per month
(Less Monthly Rent to County for Value of Premises being Leased)	(\$1,300 per month)
Net Cost	\$30,000 per month

Contractor shall submit an invoice to the County for payment not less than quarterly. Invoices shall be submitted to:

Mendocino County Probation Department
Attention: Administrative Services Manager
589 Low Gap Road
Ukiah, CA 95482

Payment shall be processed within 30 days of receipt of the invoice and will be mailed to:

GEO Reentry Services, LLC
PO Box 744547
Atlanta, GA 30374-4547

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- 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.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

EXHIBIT E

FORM OF LEASE AGREEMENT

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:**

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: 2560

Line Item: 862189

Grant: Yes No

Grant No.: AB 109 – Community Corrections

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

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____
Derrick D. Schofield

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

GEO Reentry Services, LLC

PO Box 744547

Atlanta, CA 30374-4547

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

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

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: _____