

LEASE AGREEMENT

THIS LEASE, entered into on the [REDACTED] day of [REDACTED], 20[REDACTED], is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as Lessee, and Alan G. Vogel, hereinafter referred to as Lessor.

WITNESSETH:

1. That on the terms and conditions hereinafter expressed, Lessor does hereby lease to Lessee, and Lessee does hereby hire from Lessor, that certain real property located in Mendocino County, California, owned by Lessor, and located at 145 Wabash Avenue, Ukiah, California (approximately 2,745 square feet).
2. The term of the lease shall be for a period of three (3) years, commencing July 14, 2026.
3. The rental shall be the sum of \$2,300.00 per month, payable monthly in advance by the fifteenth (15th) day of each and every month.
4. This agreement may be amended by the parties hereto, and may be canceled by mutual written consent. This lease agreement embodies the entire agreement between Lessor and Lessee, and may be amended only in writing executed by both Lessor and Lessee.
5. Lessee may, at its sole discretion, upon State legislation or local budgetary directives effecting changes in funding or manning tables of County programs resulting in elimination or decrease in space requirements, relinquish space and shall be entitled to resultant proportionate decrease in rental payments, or full cancellation of this Lease Agreement.
6. If Lessee shall not have been in default hereunder, Lessee shall have the option to extend this lease for one (1) period of three (3) year(s), upon the same terms and conditions as set forth herein; provided, however, that Lessor does not commit himself to the same rent, nor does Lessee, and that it will be necessary for the parties hereto to agree upon the rental figure. Said option shall be exercised by written notice thereof given to Lessor by Lessee by certified mail at any time ninety (90) days prior to the expiration of the then current term of the lease.
7. The following terms and conditions shall apply to the areas occupied by Lessee as a tenant:

- a. Lessor shall be obligated to keep in repair said buildings, the sidewalks adjacent thereto, the heating plant, electrical service, and parking areas. Lessee agrees to pay the expense of all heating, water, electricity, and utilities of every sort used, and janitorial work, to include any routine changing of light bulbs, in and on the said premises during the term of this lease, and as the same may be extended, all at Lessee's sole cost and expense, and Lessee agrees to make provision for the disposal of all refuse and garbage from said premises at Lessee's sole cost and expense.
- b. Lessor warrants at the commencement of the lease agreement that the premises meets all applicable standards and provisions of state and federal law for occupancy. Failure of the premises to meet such standards shall constitute a material breach of this agreement. In the event of such breach, Lessee's sole option shall be termination of the agreement.
- c. Lessee may not make any change or addition or alteration in said premises without Lessor's consent in writing first had and obtained, which consent shall not be unreasonably withheld. All locks or bolts, alterations or improvements permanently affixed to, or made upon said premises by either of the parties other than furniture/fixtures affixed because of seismic precautions, shall be and become property of Lessor and shall remain upon and be surrendered with the said premises as a part thereof upon the termination of the lease. Those fixtures and improvements not permanently attached to the premises by Lessee may be removed by Lessee upon expiration or termination of this lease. In the event Lessee installs its own locks and/or bolts and removes the locks and/or bolts upon termination of the lease, Lessee at Lessee's sole cost and expense shall replace its locks and/or bolts with the original hardware or alternate hardware satisfactory to Lessor and restore doors and door frames to their original condition. Lessee has permission to install a burglar alarm and or other security systems and contract for alarm monitoring services. All equipment installed for the purpose of burglar or security systems will be removed by Lessee upon expiration or termination of this lease.
- d. Lessee shall not assign or transfer this lease, nor sublet the whole or any part of said premises without written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld.
- e. Lessee shall and will peaceably and quietly surrender and yield up unto the Lessor on the last day of said term, or as the same may be extended, or other sooner termination of this lease, the said premises and improvements thereon in as good a state or condition as they are now, or may be put into hereinafter, reasonable use and wear and damage by the elements excepted.

- f. In the event that subject premises should be damaged or destroyed by fire, earthquake, or like calamity or by such event be rendered unfit for the purposes of Lessee, this lease shall automatically cease and terminate, unless within thirty (30) days the parties agree to continue. No rent shall be due or be payable for the period during which the premises are thus rendered untenable for the purpose or use intended by the Lessee.
 - g. If any installment of rent be not promptly paid on or before its due date as above specified, or if default shall be made on any of the other covenants herein contained on the part or behalf of the Lessee to be paid, kept, or performed, then at its option Lessor may, twenty (20) or more days after notice of such default given and not cured, terminate this lease. Said notice of default, however, shall not be effective unless it is in writing, and specifically mentions the covenants that are being violated, and is forwarded to the Purchasing Agent of Mendocino County by certified mail and addressed as follows: Purchasing Agent, County of Mendocino, 841 Low Gap Road, Ukiah, California, 95482.
8. 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.
 9. Where Lessor fails to provide contracted maintenance, as stipulated in Section 7(a) above, within two weeks of notification by Lessee, Lessee shall have the authority to contract with an independent vendor for such maintenance and to withhold the cost of repairs from Lessee's next monthly payment to Lessor.
 10. Lessor and Lessee agree that any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or painting, (excluding routine maintenance work, minor repainting and landscape maintenance), of the facility shall meet all federal, state and local requirements, and shall be subject to prevailing wage requirements.
 11. All the provisions of this lease shall be binding upon, and insure to the benefit of, the respective parties hereto, their respective heirs, administrators, and assigns.
 12. Each party to this lease shall have the right to cancel the lease upon ninety (90) days' written notice to the other party.

The parties hereto have executed these presents in duplicate original the day and year first above written.

LESSEE

DARCIE ANTLE, Chief Executive Officer

By: *Sara Per*
PURCHASING AGENT

Budgeted: Yes No
Budget Unit: 0466
Line Item: 862210
Grant: Yes No
Grant No.:

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, 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.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: *Darcie Antle*
Risk Management

Date: 05/19/2026

LESSOR

By: *[Signature]*

Date: 5/21/26

NAME AND ADDRESS OF LESSOR:

Alan G. Vogel
P.O. Box 1237
Ukiah, CA 95482

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
By: *[Signature]*
County Counsel

Date: 05/19/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Sara Per*
Deputy CEO or Designee

Date: 05/19/2026