

FOR IMMEDIATE RELEASE

Aug. 23, 2017

# Greene County signs lease to open temporary jail in November

Greene County Commissioners finalized a lease Friday, Aug. 17, that would allow a temporary jail to be built next to the existing jail.

Through this agreement with Seymour, Missouri, company All Detainment Solutions, the County will lease six temporary metal structures outfitted with beds, utilities, bathrooms, guard stations and more to house up to 108 inmates.

"Our jail has a capacity for 601 inmates. We have exceeded that every day for several years now with state and federal inmates," said Greene Presiding Commissioner Bob Cirtin. "Our costs are rising and other county jails are running out of room. At some point, the levee will break. The question now is how to stem that until we can find permanent solutions to expand the jail and address the systemic criminal justice issues we face."

The temporary structures will be placed in a parking lot just east of the jail at 933 N. Robberson Avenue and will be surrounded by 10-foot-tall fencing with razor wire affixed to the top.

The decision comes after officials have seen the rising inmate population wreak havoc on the County's budget, with an expected \$2.2 million to be spent housing inmates in outside jail facilities in 2017 alone. The Greene County Sheriff's Office transports inmates to Cedar, Henry, Johnson, Miller and Pettis counties.

"This is a temporary solution to get us into the next few months," said Sheriff Jim Arnott. "The continuing rise of jail population will put us in a critical situation. We are housing 157 inmates out of the county."

The County guarantees use of the temporary jail for the first two years at \$873,153 per year. Thereafter, the lease will be considered for potential renewal based on continued jail needs. If renewed, years three, four and five will cost \$833,727 per year, and \$794,313 in year six.

The County expects to open the temporary jail by early November 2017. See attached for the lease.

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For more information, contact Trysta Herzog, Greene County Director of Communications, at 417.868.4140 or therzog@greenecountymo.gov.

## TEMPORARY DETENTION FACILITY EQUIPMENT LEASE AGREEMENT

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This Equipment Lease Agreement ("Agreement" or "Lease") is entered into effective on the <u>17</u><sup>th</sup> day of August, 2017 (the "Effective Date"), by and between All Detainment Solutions, LLC, a Missouri limited liability company ("Lessor"), and Greene County, Missouri ("Lessee").

1. Equipment Lease. Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, as of the Effective Date, in accordance with the terms, provisions and conditions of this Lease, the items of equipment listed in Exhibit "A", attached hereto and incorporated by reference herein (collectively the "Equipment"). Lessor will, at its sole cost and expense, deliver the Equipment to Lessee's selected site for use located generally at 933 N. Robberson, Springfield, Missouri, and as specifically depicted in Exhibit "B" (hereinafter the "Premises"). Lessor will deliver the Equipment to the Premises no later than ten (10) days prior to commencement of the Lease Term and will configure same on the Premises in the manner depicted in Exhibit "C" attached hereto and incorporated by reference herein; provided however, Lessor may begin delivery of the Equipment to the Premises at least twenty (20) days prior to the Commencement Date (as defined below). Lessor will provide Lessee at least forty-eight (48) hours advance notice as to the date and approximate time of day that the Equipment will be delivered to the Premises. Lessee shall have the Premises completely free of obstructions at the time the Equipment is delivered to the Premises, and will cooperate with Lessor to provide any necessary traffic control in order to allow delivery and placement of the Equipment as provided for herein. Lessee will have onsite, at Lessee's expense, and ready for placement forty-eight (48) 3' x 3' x 3' concrete blocks which Lessor will utilize to anchor the Equipment as Lessor may deem appropriate. Lessee will have at least one authorized representative present during delivery and placement of the Equipment in order to monitor same and respond to any questions or

concerns which Lessor may have with respect to delivery and placement of the Equipment. Upon final delivery and placement of the Equipment, Lessee shall cause a removable temporary concrete barrier to be placed around the exterior perimeter of the Premises at its expense as generally depicted in Exhibit "C" and same shall remain in place during the Lease Term unless removal thereof be necessary to allow Lessor access to the Equipment for maintenance or removal. Lessee may install any other perimeter barriers or other security measures it deems appropriate so long as same do not impair or impede Lessor's access to, or removal of, the Equipment as provided for in this Lease.

2. Lease Term. The term of the Lease (the "Lease Term") shall be for a period of twenty-four (24) consecutive months (hereinafter referred to as the "Primary Term"), commencing on the date selected by Lessee upon twenty (20) days' written notice to Lessor (the "Commencement Notice") or November 1, 2017, whichever date is earlier (the "Commencement Date") and terminating at midnight on the twenty-four (24) month anniversary of the Commencement Date, subject however, to the right of Lessee to extend the Lease Term for four (4) additional consecutive periods (herein called the "Extended Term(s)") as provided in paragraph 4 hereof. Any Commencement Notice must state a date prior to November 1, 2017 which Lessee desires for the Commencement Date and which date can be no earlier than twentyone (21) days following the issuance of such Commencement Notice. If a Commencement Notice is issued by Lessee, same shall be deemed a part of this Lease and incorporated by reference. If no Commencement Notice is issued by Lessee, the Commencement Date shall be November 1, 2017. The phrase "Lease Term" shall be deemed to include, where appropriate, the primary term and the Extended Terms. As used in this Lease, the term "Lease Year" means a period of twelve (12) full, consecutive calendar months, commencing as of the Commencement

Date. Notwithstanding any other term or provision hereof, Lessee may terminate this Lease as follows:

- a. at any time, upon at least ninety (90) days' written notice to Lessor; provided however, any termination by Lessee during the Primary Term when there has been no uncured default by Lessor as set forth in paragraph 12(b) below shall require payment by Lessee to Lessor of an early termination fee in an amount equal to one-half of the rent for the unexpired portion of the Primary Term [Example: Termination at conclusion of month 14 would require termination fee of \$363,813.75 (\$72,762.75 x 10 x 50%)].
- b. Notwithstanding the provisions of subparagraph a. hereof, a reserve fund will be established by an Order of the Greene County Commission in an amount equal to the total of 9 months of lease payments for 2019 (or 10 months should the Commencement Date be November 1, 2017) to be set aside exclusively for disbursement to the Lessor in monthly installments for the Equipment provided to Lessee in accordance with the terms of this Lease Agreement (the "Reserve Fund"). The establishment of the Reserve Fund is in lieu of any future appropriations of funds for this lease Agreement by the County Commission in subsequent annual budgets during the Primary Term of this Lease. Lessee represents and warrants to Lessor that: (1) the Reserve Fund has been established; (2) a budget adjustment equal to 3 months of lease payments (or 2 months should the Commencement Date be November 1, 2017) has been approved for payments due under this Lease in 2017; and (3) it has approved an appropriation of 12 months of lease payments under this Lease for the 2018 budget year.

3. <u>Rent</u>. During the Lease Term, Lessee agrees to pay Lessor, without any prior demand, abatement, deduction or offset, the following rent, which shall be due and payable in advance on the first day of each month during the Lease Term:

- a. During the Primary Term, the sum of \$72,762.75 per month;
- b. During the First Extended Term, the sum of \$69,477.25 per month;
- c. During the Second Extended Term, the sum of \$69,477.75 per month;
- d. During the Third Extended Term, the sum of \$69,477.75 per month; and
- e. During the Fourth Extended Term, the sum of \$66,192.75 per month.

The rent shall be payable monthly, in advance, commencing as of the Commencement Date and on the first day of each and every month thereafter during the Lease Term. If the Lease Term shall commence other than the first day of a calendar month, the rent payable during such initial fractional months shall be prorated based on the actual number of days in such initial fractional month. All payments of rent will be tendered to Lessor by check made payable to Lessor, and mailed to Lessor's address shown on the signature page hereof.

4. <u>Extended Terms</u>. Provided that Lessee is not in default of its obligations under this Lease beyond any applicable cure period either at the time of Lessee's exercise of an option, Lessee shall have the option to extend the Lease Term for four (4) additional consecutive terms (the "Extended Terms") as hereinafter provided. Except as hereinafter provided, all terms and conditions that apply during the Primary Term of this lease shall also apply during each Extended Term. The Extended Terms are as follows:

a. <u>First Extended Term</u>. Lessee may by written notice furnished to Lessor no later than forty-five (45) days prior to the expiration of the Primary Term, extend the Lease Term for a First Extended Term of twelve (12) months, commencing at the

expiration of the Primary Term. If such notice is timely given, this Lease and the Lease Term shall be extended for such twelve (12) month period and shall remain in full force and effect during such period upon the same terms and conditions as those applicable during the Primary Term, except that the rent payable during the First Extended Term shall be as set forth in paragraph 3(b) above.

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b. <u>Second Extended Term</u>. If Lessee has extended the Lease Term for the First Extended Term, Lessee may, by written notice furnished to Lessor no later than forty-five (45) days prior to expiration of the First Extended Term, further extend the Lease Term for a Second Extended Term of twelve (12) months, commencing at the expiration of the First Extended Term. If such notice is timely given, this Lease and the Lease Term shall be further extended for such twelve (12) month period and shall remain in full force and effect during such period upon the terms and conditions as those applicable during the Primary Term, except that the rent payable during the Second Extended Term shall be as set forth in paragraph 3(c) above.

c. <u>Third Extended Term</u>. If Lessee has extended the Lease Term for the First and Second Extended Terms, Lessee may, by written notice furnished to Lessor no later than forty-five (45) days prior to expiration of the Second Extended Term, further extend the Lease Term for a Third Extended Term of twelve (12) months, commencing at the expiration of the Second Extended Term. If such notice is timely given, this Lease and the Lease Term shall be further extended for such twelve (12) month period and shall remain in full force and effect during such period upon the terms and conditions as those applicable during the Primary Term, except that the rent payable during the Third Extended Term shall be as set forth in paragraph 3(d) above.

d. <u>Fourth Extended Term</u>. If Lessee has extended the Lease Term for the First, Second and Third Extended Terms, Lessee may, by written notice furnished to Lessor no later than forty-five (45) days prior to expiration of the Third Extended Term, further extend the Lease Term for a Fourth Extended Term of twelve (12) months, commencing at the expiration of the Third Extended Term. If such notice is timely given, this Lease and the Lease Term shall be further extended for such twelve (12) month period and shall remain in full force and effect during such period upon the terms and conditions as those applicable during the Primary Term, except that the rent payable during the Fourth Extended Term shall be as set forth in paragraph 3(e) above.

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5. Use and Title. Lessee shall have the right to use the Equipment for the detention of prisoners. Lessee shall have no ownership interest in the Equipment and may not grant any third party an interest in same of any kind. Lessee will utilize its best efforts to protect the Equipment from damage or loss. If, at any time there occurs a breach or default of any of Lessor's representations, warranties or agreements under this Lease, and if for that reason Lessee shall be materially deprived of or impaired in the use of the Equipment as herein provided, (i) the rent to be paid by Lessee hereunder shall be equitably abated during any such period, and (ii) the running of the Lease Term shall be suspended during such period, and the expiration date of the Lease Term (and Extended Terms as applicable) shall be extended for an amount equal to such period. If such period continues for more than thirty (30) days after notice from Lessee to Lessor, Lessee may, at its option, terminate this Lease by notice to Lessor while reserving all rights which Lessee may have for Lessor's default under this Lease.

6. <u>Maintenance and Repairs</u>. Lessor, at its sole expense, shall keep and maintain the Equipment (including, but not limited to, all lighting, air conditioning, heating, plumbing and

electrical equipment) in good repair, order and condition and shall make all repairs and replacements, as necessary to put and maintain the Equipment in such a state of repair, order and condition; provided however, any repairs of damage and/or inoperability resulting from any intentional or negligent act of Lessee, or any prisoner shall be completed by Lessor at the cost of Lessee, and Lessee will reimburse Lessor the actual cost incurred by Lessor for such repairs within thirty (30) days of receipt of an invoice for same from Lessor. Lessee will promptly notify Lessor by telephone and email of any damage to the Equipment and any repairs which are needed. Notwithstanding the foregoing, Lessee will conduct ordinary repairs and perform routine maintenance to the Equipment at Lessee's expense, including without limitation, changing light bulbs and clearing drains; provided however, Lessee may not make any repairs or maintenance to any mechanical systems which are part of the Equipment, including heating, ventilation and cooling equipment. All repairs required to be made by Lessor pursuant to this paragraph shall be made within a reasonable time, as and when necessary, and shall be of quality equal to the original quality of any item of Equipment. To that end, should the nature of any repairs potentially necessitate the displacement of inmates from the temporary detention facility, then the Lessee reserves the right to perform any repairs it deems necessary to the function of the facility as a detainment complex provided that Lessor has been notified in advance of Lessee's intention to perform such repairs. Lessee shall be responsible for all snow and garbage removal with respect to the Equipment. If Lessor defaults in making any repairs or replacements required by this paragraph to the Equipment, after written notice to Lessor the Lessee may, but shall not be required to, make such repairs and replacements for the account of Lessor, and the expense thereof shall be payable to Lessee upon written demand to Lessor. Nothing herein shall imply any duty on the part of Lessee, however, to effectuate any such repairs, and the performance

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thereof by Lessee shall not constitute a waiver of any default by Lessor. Lessee shall cooperate with Lessor with respect to any maintenance or service to be rendered by Lessor on the Equipment and subject to the security measures and schedule established by the Sheriff Lessor shall have access to the Equipment in order to perform any routine inspections, or other maintenance required under the terms of this Lease or which Lessor deems appropriate. Notwithstanding the foregoing, or any other term or provision of this Lease, Lessee shall be responsible for the monitoring of all fire detection/alarm systems at its sole expense.

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7. Utilities. Lessee shall be responsible for providing all utility services necessary for operation of the Equipment and delivery of same to the Premises at Lessee's sole expense, including without limitation, two (2) dedicated telephone lines, electric, water (at least two (2) water mains will be required) and sewage services. Prior to the Commencement Date Lessee shall have all necessary utility connections delivered to the Premises and "stubbed in" in the locations generally depicted in Exhibit "C" attached hereto and incorporated by reference herein, and upon delivery of the Equipment Lessee shall engage qualified personnel to connect all such utilities to the Equipment as necessary for proper functioning thereof. It shall be the responsibility of Lessee to maintain all necessary utility services during the Lease Term. Lessee acknowledges having been provided with the technical specifications relating to the utility functions and requirements of the Equipment, and has taken steps to insure that utility services provided by it on the Premises are suitable for proper operation of the Equipment. Lessor shall not be responsible for any disruptions in utility service which are the result of utility services provided by Lessee at the Premises.

8. <u>Alterations</u>. Lessee may, at its own cost and expense, install its own equipment or devices on the Equipment from time to time as Lessee may find necessary or convenient for its

purposes. Lessee shall pay the cost of any additions, and improvements made to the Equipment, and shall keep the Equipment free and clear of liens of any kind. No such additions shall impair the structural integrity of the Equipment. All Equipment or other devices installed by Lessee may be removed by Lessee, at its own cost and expense, at any time prior to expiration of seven (7) days following the termination of this Lease; provided, however, that (i) such removal shall not impair the structural integrity of the Equipment, and (ii) if any such damage to the Equipment results from removal, Lessee shall repair such damage promptly at its own cost and expense.

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9. <u>Removal of Equipment</u>. Within thirty (30) days following termination of this Lease, Lessor shall, at its sole cost and expense, remove all of the Equipment from the Premises, and return the surface of the Premises to generally the same condition as same existed on the Commencement Date, ordinary wear and tear excepted. Upon termination of the Lease, Lessee shall arrange to have all electrical and other utility services disconnected, and likewise cause the physical disconnection of any such utilities from the Equipment so that same can be freely and safely removed from the Premises. Lessee will cooperate with Lessor with respect to Lessor's removal of the Equipment, including ensuring Lessor has appropriate access to the Equipment and the ability to remove same without obstruction from vehicles or other objects.

10. <u>Insurance Requirements</u>. The following insurance requirements shall be met at all times during the Lease Term:

a. <u>Lessor's Insurance Obligations</u>. At all times during the Lease Term, Lessor shall maintain in force and effect, at its own cost and expense, a policy or policies of commercial general liability insurance reasonably approved by Lessee, for the protection, indemnification and defense of Lessee and Lessor (with Lessee named as an

additional insured) against claims, demands and causes of action arising out of or in connection with the use and operation of the Equipment, which policy or policies shall have limits of not less than \$500,000.00 per occurrence and \$3,000,000.00 per occurrence covering both bodily injury and property damage, including accidental death. Such policy must not permit cancellation on less than thirty (30) days' notice to Lessee. Lessor will deliver proof of such insurance to Lessee on or before the Commencement Date, and thereafter upon the request of Lessee, subject to one request every six (6) months during the Lease Term. Lessor shall also maintain automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence covering bodily injury (including accidental death) and property damage. Lessor will further maintain a professional liability or umbrella policy with limits of \$1,000,000.00 per claims made.

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b. Lessee's Insurance Obligations. At all times during the Lease Term, Lessee shall maintain in force and effect, at its own cost and expense, a policy or policies of commercial general liability insurance reasonably approved by Lessor, for the protection, indemnification and defense of Lessee and Lessor (with Lessor named as an additional insured) against claims, demands and causes of action arising out of or in connection with the use and operation of the Equipment, which policy or policies shall have limits of not less than the statutory liability damage caps for Missouri Public Entities calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, as of January 1 for each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. For example, during the balance of the 2017 calendar year, Lessee shall provide coverage with limits of not less than \$410,185.00 with respect to injuries and/or death of any one person in a single occurrence, \$2,734,567.00 for all claims arising out a single occurrence or an amount of not less than \$1,000,000.00 for all claims for property damage arising out of a single occurrence. Nothing contained herein shall be construed as a waiver of Lessee's sovereign immunity or official immunity under either State or Federal law. Such policy must not permit cancellation on less than thirty (30) days' notice to Lessor. Lessee will deliver proof of such insurance to Lessor on or before the Commencement Date, and thereafter upon the request of Lessor, subject to one request every six (6) months during the Lease Term.

c. <u>Worker's Compensation Insurance</u>. Lessor shall take out and maintain during the Lease Term employee's liability and worker's compensation insurance for all of its employees which engage in the delivery, maintenance and/or removal of the Equipment from the Premises and in the event Lessor utilizes any third party to perform delivery, maintenance and/or removal of the Equipment, Lessor shall require that any such third-party vendor provide worker's compensation insurance for all of its employees. Worker's compensation coverage shall meet Missouri statutory limits. Employer's liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

11. Indemnification.

a. <u>Indemnification of Lessor</u>. Lessor acknowledges that Lessee will have in effect and shall maintain at all time during the Lease Term, a Commercial General Liability Insurance with limits and coverage as provided in paragraph 10(b) covering loss or damage to the Lessor's equipment and/or claims for personal injury including death

and property damages asserted against Lessor. Lessor acknowledges and agrees, by execution of this Agreement that the liability of Lessee for claims, loss or damage incurred by Lessor as a result of a casualty involving Lessor's Equipment shall in no event exceed and is expressly limited to the available insurance proceeds provided in Paragraph 10(b) and Lessor shall look solely to said insurance proceeds to recover such losses, howsoever caused. Lessee shall not be required to defend, indemnify or hold harmless Lessor against liabilities or claims arising from the Agreement or related to the Equipment and Lessor shall look solely to the insurance policy maintained by Lessee, which shall name Lessor as an additional insured, with respect to any defense or indemnity requirements arising from (i) Lessee's default under this Lease, or (ii) any act or omission of Lessee or its agents, elected officials, contractors, or employees.

b. <u>Indemnification of Lessee</u>. Lessor shall defend all actions against Lessee with respect to, and shall pay, protect, indemnify and save harmless the Lessee from and against any and all liabilities, lawsuits, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, claims, demands, or Judgments of any nature arising from (i) Lessor's default under this Lease, or (ii) any act or omission of Lessor or its agents, contractors or employees.

12. <u>Default</u>.

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a. <u>By Lessee</u>. If Lessee shall fail to pay any rent due hereunder for more than twenty (20) days after written notice of such non-payment shall have been given to Lessee, or any failure by Lessee to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such failure shall have been given to Lessee (unless such

failure is of such a nature that it cannot be cured within such thirty (30) day period, if Lessee shall not have promptly commenced the cure thereof within such thirty (30) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Lessee shall be in default hereunder and Lessor shall have the right and option to pursue all of its legal remedies, including, without limitation, the right to terminate this Lease, to re-enter the Premises and to remove the Equipment, all without being deemed guilty of any trespass and without prejudice to any claim by Lessor for damages for breach of this Lease or for arrears of rent or any other amounts due hereunder. Notwithstanding the foregoing, Lessor shall not have the right to terminate this lease until the times to cure defaults have expired without cure and Lessor has given not less than fifteen (15) days' notice of its intent to terminate this lease.

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b. <u>By Lessor</u>. In the event of any failure by Lessor to perform any of the terms, conditions and covenants of this lease to be observed and performed by Lessor for more than thirty (30) days after written notice of such failure shall have been given to Lessor (unless such failure is of such a nature that it cannot be cured within such thirty (30) day period, if Lessor shall not have promptly commenced the cure thereof within such thirty (30) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Lessor shall be in default hereunder, and Lessee may (i) cure such default and deduct the cost thereof from rent subsequently becoming due hereunder (ii) terminate this Lease by giving thirty (30) days' written notice to Lessor, or (iii) pursue any remedy at law or in equity that Lessee may have as a result of Lessor's default, including, but not limited to, seeking specific performance of this Lease.

13. <u>Enforcement</u>. In the event either party to this Lease obtains legal counsel and/or commences legal proceedings to enforce any right under this Lease or to obtain relief for the breach of any term, condition or covenant herein, the party ultimately prevailing (or substantially prevailing) in such proceedings shall be entitled to recover from the other party their reasonable costs and expenses of such proceedings, including reasonable attorneys' fees.

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14. *Notices.* Any notice given hereunder shall be in writing and may be delivered in person or be sent by certified or registered mail, postage prepaid, or by recognized overnight courier (such as FedEx or UPS) addressed to the party to receive same at the address of such party shown on the signature page hereof or such other address as such party may hereafter furnish to the other in writing. Any notice mailed or delivered in accordance with the preceding sentence shall be deemed to have been served at the time it is received. Notwithstanding the foregoing, any notice of damage to the Equipment or needed repairs to be given by Lessee pursuant paragraph be to 6 above will provided to Lessor by email at Anthony@overcrowdedjails.com and by phone at (417) 343-2280 or (417) 935-4080.

15. <u>Assignment and Subletting</u>. Neither Lessor nor Lessee may assign any of their rights or interests in this Lease without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Further, Lessee may not sublet any of the Equipment to any person/entity nor allow any other non-party the right to utilize the Equipment without Lessor's prior written consent.

16. <u>Execution</u>. This Lease may be executed in multiple originals and/or multiple counterparts which, taken together, shall constitute one and the same instrument. This Lease may only be amended by a written agreement executed by Lessor and Lessee.

WA 10000074.8

17. <u>Section Headings</u>. The paragraph/section headings used within this Lease are for convenience of reference only, and shall not be utilized in the interpretation or construction of this Lease.

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18. <u>Governing Law</u>. This Lease shall be governed by the laws of the State of Missouri.

19. <u>Waiver of Jury Trial</u>. Lessor and Lessee each hereby irrevocably waive all right to trial by jury with respect to any claim, action, proceeding or counterclaim by either Lessor or Lessee against the other as to any matters arising out of, or in any way connected with, this Lease, the relationship of Lessor and Lessee and/or Lessee's use of the Equipment.

## [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the

Effective Date.

#### **LESSOR:**

ALL DETAINMENT SOLUTIONS, LLC

By: Title:

#### **GREENE COUNTY, MISSOURI**

DATED: 8-17-17

DATED: 8-17-2017

DATED: 8-17-17

Address for Notices: P.O. Box 717 Seymour, MO 65746 885 West Steel Street Seymour, MO 65746

BOB CIRTIN, Presiding Commissioner

HAROLD BENGSCH, Commissioner 1st District

LINCOLN P. HOUGH, Commissioner 2<sup>nd</sup> District

GREENE COUNTY CLERK:

SHANE SCHOELLER

Greene County Clerk

Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

ter, 8/21/17

CINDY STEAN, Greene County Auditor

TO FORM: APPROVED Greene County Counselor

JIM ARNOTT Greene County Sheriff

## EXHIBIT "A" (Items of Equipment)

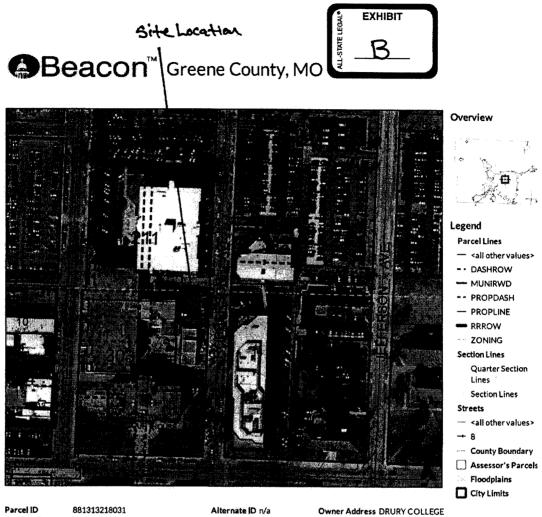
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1. Three (3) sleeper units each containing thirty-six (36) beds, lighting, 3-ton HVAC unit, data portals, fire alarm/detection and suppression system, emergency exit signage, utility connections and air evacuation equipment.

2. One (1) shower/hygiene unit containing eight (8) shower panels, eight (8) lavatory/latrine combinations, lighting, 3-ton HVAC unit, fire alarm/detection and suppression system, emergency exit signage, utility connections and air evacuation equipment.

3. One (1) common area unit containing flat screen wall-mounted television, tables and chairs, lighting, 5-ton HVAC unit, fire alarm/detection system, utility connections, air evacuation equipment, guard station with built in desk, and data portals for security cameras, prisoner telephone system, and Telmate Tablets or similar devices (such cameras and other devices to be furnished by Lessee). Lessor may combine two separate modular units to create one (1) combined common area unit.

4. Ten (10) foot high chain link fence with razor wire affixed to top and one access gate to surround site perimeter of approximately 72'x85'.



Parcel ID	881313218031	Alternate	D n/a	Owner Address DRURY COLLEGE	
Sec/Twp/Rng	13-29N-22W	Class	х	900 N BENTON AVE	
Property Address	1027 N BENTON AVE	Acreage	0.5969	SPRINGFIELD MO 65802	
District	105				
Brief Tax Descrip	tion BEG 653.25 FT N NW (	BEG 653.25 FT N NW COR BENTON & CENTER STS N 100 FT 5 50 FT W 277 FT E 20 FT 550 FT E 250 FT TO BEG			

(Note: Not to be used on legal documents) The sinkhole layer represents surface depressions from LiDAR imaging obtained in 2010 and 2011. Most of the sinkholes shown have not been field verified and are provided for informational purposes only. This layer should not be used as a substitute for a geological or geotechnical investigation. Questions regarding sinkholes should be directed to the

Environmental Section of the Resource Management Department (417) 868-4147. For sinkhole Date created 3/8/2017, information/inside/the city limits of Springfield, please call (417) 864-1901.

Developed by The Schneider Corporation .

