

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING ALTERNATIVE SCHOOL LEASE AND  
AUTHORIZING CHAIRMAN TO SIGN SAME

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Juvenile Justice Center has office space that can be utilized as an Alternative School by the Sarpy County Safety Program, Inc.; and,

WHEREAS, the Sarpy County Safety Program, Inc. is desirous of leasing office space at the Sarpy County Juvenile Justice Center.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the attached lease is hereby approved and the Chairman of such Board is authorized to sign the same.

DATED this 27<sup>th</sup> day of March, 2011.

MOVED by Rusty Hike, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>Rusty Hike</u>	<u>none</u>	<u>none</u>
<u>Jim Thompson</u>	_____	_____
<u>Jim Thompson</u>	_____	ABSTAIN:
<u>Jim Thompson</u>	_____	<u>none</u>
<u>Jim Thompson</u>	_____	_____

Attest:

Debra I. Houghtaling  
County Clerk



SEAL

**LEASE**

This lease, executed in duplicate, by and between the Sarpy County Safety Program, Inc., hereinafter Lessee, and the County of Sarpy, Nebraska, a body politic and corporate, hereinafter Lessor.

**WITNESSETH**

1. **PREMISES.** The Lessor warrants and represents that it is the owner of those certain premises, with appurtenances, popularly described as follows:

Sarpy County Juvenile Justice Center  
9701 Portal Rd.  
Papillion, NE 68046

The Lessor hereby leases to the Lessee, all of the described premises as shown on Attachment "A" as outlined, which attachment is incorporated herein by this reference (hereafter premises).

2. **TERM.** Notwithstanding the fact that this lease is signed by certain parties after the date of commencement, the primary term of this lease commences on July 1, 2011 and shall expire June 30, 2012, with two (2) one-year option periods, that will automatically be implemented unless sixty (60) days notice is given prior to expiration. All terms, rights, obligations, and conditions relate back to the commencement date.
3. **RENTAL.** Lessee shall pay eleven (11) equal monthly (August, 2011 through June, 2012, installments of \$1,407 for the term of this lease. If the first option year is exercised, the monthly rental will increase by 5% to \$1,477. If the second option year is exercised, the monthly rental will increase by an additional 5% to \$1,550. Rent is due and payable on the first day of each month commencing with the commencement of the term of this lease. Rental shall be paid to the Sarpy County Treasurer, and delivered to:

Sarpy County Fiscal Administration  
1210 Golden Gate Drive  
Papillion, NE 68046

or to such other address as the Lessor may designate by a notice in writing.

4. **AUTHORITY TO ACT.** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this lease and the rights, duties, and obligations herein. Each party represents and warrants that each has the power and authority to enter into this lease, perform its obligations, and to consummate the contemplated transactions.
5. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

Deb Houghtaling  
Sarpy County Clerk  
1210 Golden Gate Drive,  
Papillion, NE 68046

To the Lessee at:

Dick Shea JJC  
Sarpy County Safety Program WC.  
9701 Portage Rd  
Papillion NE 68046

6. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this lease without the written consent of the Lessor.
7. INSPECTION. Lessee agrees to permit the Lessor and/or its authorized representative to enter the premises at all reasonable times during usual business hours for the purpose of inspecting the same, or for the making of any necessary upkeep, maintenance or repair for which the Lessor may be responsible.
8. FIXTURES AND PERSONAL PROPERTY. Any fixtures, equipment or personal property installed in or attached to the premises by or at the expense of Lessee, shall be and remain the property of the Lessee and Lessor agrees that Lessee shall have the right to remove any and all of its fixtures. Equipment and other personal property which it may have stored or installed by or at the expense of Lessor shall be and remain the property of the Lessor. Lessee agrees that it will, at its expense, repair any damage occasioned to the premises by reason of the removal its trade fixtures, equipment and other personal property.
9. ALTERATIONS. Lessee acknowledges that the premises are leased in "as is" or new condition. Lessee will not permit any alterations of or additions to any part of the premises, except by written consent of Lessor, which consent shall not be unreasonably withheld, and all alterations and additions to premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Lessee may, without consent of Lessor, make alterations, repair, or redecorate the premises of a non-structural nature, provided that upon completion of such the fair market value and rental value thereof will not be less than the fair market value and rental value immediately prior to such alterations and additions. Lessee hereby indemnifies Lessor against liens, costs, damages and expenses with respect to any such additions or alterations.
10. RETURN OF PREMISES. At the conclusion of this lease, Lessee shall return the property to the Lessor in the same condition as it was received at commencement of this lease, normal wear and tear excepted. If at the conclusion of this lease, Lessor is of the opinion that Lessee is not leaving the premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be determined by a panel of three (3) persons consisting of Lessee, Lessor and one (1) person selected by mutual consent of both parties.

11. DESTRUCTION OF PREMISES. Should the premises be made unfit for occupancy due to fire or other unavoidable casualty, tenancy shall immediately terminate and Lessee shall pay rent only to the time of such termination. The portion of any advance lease payment which is attributed to the period of time after the lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If the damage is not of a permanent nature, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the rental payments shall be suspended until the premises have been put in proper condition for occupancy.
12. REPAIR AND MAINTENANCE. During the lease term, the Lessor shall maintain the general landscaping, sidewalks and parking areas; the roof, exterior walls, exterior doors, exterior windows, and the corridors of the building; and the building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and ventilating equipment and fixtures to the end that all such facilities are kept in good operative condition. Lessor's obligations shall also include, but are not limited to furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air conditioning and ventilating equipment filters.
  - 12.1 In case Lessor, after notice in writing from the Lessee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply therewith, within (30) days or in the event of an emergency constituting hazard to the health or safety of the Lessee, Lessee may proceed to make such repair at its own cost; and, in addition to any other remedy the Lessee may have, Lessee may deduct the amount thereof from the rent that may then be or thereafter become due.
13. SERVICES AND UTILITIES. During this lease, the Lessor shall furnish Lessee all necessary utilities, and janitor service.
  - 13.1 Lessee, at its cost, shall furnish usual and customary telephone service as well as internet service. Lessee will be responsible for the installation of communication cabling facilities within the premises. This will include, but not be limited to, accommodating the installation of computer workstations and printers and appropriate telephone wiring. Lessor reserves the right to direct the electricians as to where and how the wires are to be introduced.
  - 13.2 Lessor at its cost shall furnish computer hardware, network, and software support for Lessee's computers (approximately 20 computers). Lessor's support would consist of an initial contact within one (1) hour and on-site response within three (3) hours for any problems. All non-warranty hardware would be replaced at Lessee's expense and all software will be purchased by Lessee.
14. GENERAL PROVISIONS: EMINENT DOMAIN. If the whole of the building or the premises or a substantial part of the premises shall be taken or condemned by any competent authority for any public use or purpose, the terms of this lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.
15. COMPLIANCE WITH LAW. Lessor shall, at its expense, comply with all applicable statutes, charters, law, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises,

or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements or orders which may hereinafter enacted involved a change of policy on the part of the governmental body enacting the same. Lessee shall comply with all building and use or occupancy restrictions, conditions and covenants or record; and shall also comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the premises.

- 15.1 This space shall meet all current code requirements, including but not limited to, fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.
16. **DEFAULT.** In the event Lessee fails to pay any rental due hereunder or fails to keep and perform any of the other terms or conditions thereof, time being of the essence, then (60) days after written notice of default from Lessor, the Lessor may, if such default has not been corrected, resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) Declare the lease at an end and terminated; (2) sue for the rent due and to become due under the lease or for any damages sustained by Lessor; and, (3) continue the lease in effect and relet the premises on such terms and conditions as Lessor may deem advisable with Lessee remaining liable for the monthly rent plus the reasonable cost of obtaining possession of the premises and of any repair and alterations necessary to prepare the premises for reletting, less the rentals received from such reletting, if any. No action by Lessor shall be construed as an election to terminate the lease unless written notice of such intention be given to Lessee. In case Lessor, after written notice from Lessee indicating the Lessor has failed to comply with any requirements of this lease in regard to a specified condition, shall fail, refuse or neglect to comply therewith, within thirty (30) days or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property or invitees, the Lessee may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Lessee may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
17. **TERMINATION.** Either party may terminate this lease for any reason with ninety (90) days written notice.
18. **USE OF PREMISES.** The premises may only be used by the Lessee for lawful purposes compatible with the purposes and operations of the Lessor's Juvenile Justice Center. It is presently contemplated by the Parties that the Lessee will use the premises for the operation of an alternate school during regular business days during the hours of 7:30 a.m. to 4:00 p.m excluding the month of July. Any use of the premises that, in the judgment of the Lessor, conflicts with or hinders the operations of the Juvenile Justice Center may be prohibited by the Lessor. In the event that any prohibition unduly interferes with Lessee's use, Lessee may terminate this Lease as allowed under paragraph 17 herein.
19. **INSURANCE.** The following insurance coverages shall be kept in force during the life of the Lease and shall be primary with respect to any insurance or self-insurance programs covering the Lessor, its commissioners/supervisors, officials, agents, representatives and employees.
- 19.1 **Worker's Compensation and Employers Liability Insurance** - The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$100,000 each accident for Coverage B, Employers Liability.

19.2 Commercial General Liability Insurance - Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

19.3 Automobile Liability Insurance - Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

19.4 Certificate of Insurance - The Lessee shall furnish the Lessor with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the Lessor at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Lease, the Lessee shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Lessor.

19.5 Insurance Company - All insurance coverages herein required of the Lessee shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the Lessor, the Lessee shall furnish evidence that the insurance company or companies being used by the Lessee meet the minimum requirements listed in this section.

Upon request by the Lessor, the Lessee shall furnish the Lessor with complete and accurate copies of the insurance policies required within this section. If at anytime during the life of this Lease, the Lessee's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Lessee is required to notify the Lessor of any deviations from the minimum requirements presented in this section.

20. Residency Verification - The Lessee agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Lessee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

21. INDEMNIFICATION. The Lessee shall indemnify and save harmless Lessor, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Lessor, its officers, employees, agents, for or sustained by any party or parties as a result of

any act, error, omission or negligence of said Lessee or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this contract.

Confirmed, ratified, approved, and executed in duplicate this 29<sup>th</sup> day of March, 2011.

LESSEE:  
SARPY COUNTY SAFETY PROGRAM, INC.

LESSOR:  
THE COUNTY OF SARPY, NEBRASKA

By: [Signature]  
Authorized Signatory

[Signature]  
Chairman 3/29/11

SEAL

ATTEST:

Approved as to form:

[Signature]  
County Clerk



[Signature]  
Deputy County Attorney