

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION DIRECTING PURCHASING TO REQUEST BIDS AND SETTING  
DATE OF LEASE**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, there is space available for lease at the Sarpy County Juvenile Justice Center, the Sarpy County Law Enforcement Center, and the Sarpy County Sheriff's Office as outlined in the proposed lease document attached hereto; and,

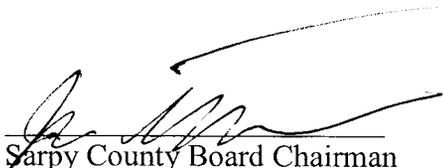
WHEREAS, Neb. Rev. Stat. § 23-107.01 (Reissue 2012), requires the County Board to hold a public hearing to allow the public to speak for or against the proposed lease and raise any issues regarding fair market value of the property and said public hearing was on August 19, 2014, with notice published in the Suburban newspapers on August 6 and 13, 2014; and

WHEREAS, § 23-107.01 also requires the County Board to set a date at which the Lease will be offered to the highest bidder within two months of the public hearing. However, because the land to be leased is located within the Juvenile Justice Center, the Sheriff's Office and the Law Enforcement Center, it is imperative that the Lessee's use of the property be compatible with and the not inconsistent with the activities at the Juvenile Justice Center, the Sheriff's Office, and the Law Enforcement Center.

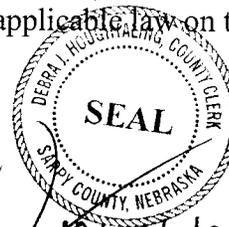
NOW THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the County Board directs the Purchasing department to take such actions necessary to solicit bids for the attached Lease wherein the Lessee agrees to the proposed lease and such uses are not inconsistent with the activities of the Sarpy County Juvenile Justice Center or the Sarpy County Sheriff's Office.

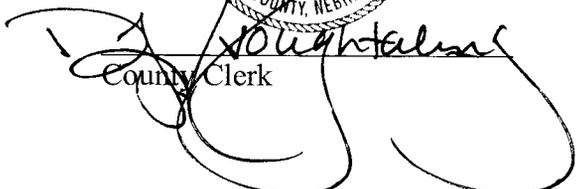
BE IT FURTHER RESOLVED THAT the County Board hereby sets September 23, 2014 as the date Purchasing shall report back on the bid process and the date that the attached Lease will be approved with a qualifying Lessee.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19<sup>th</sup> day of August, 2014.

  
Sarpy County Board Chairman

Attest  
SEAL



  
County Clerk

# Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE  
1210 GOLDEN GATE DRIVE SUITE 1220  
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent  
(402) 593-2349  
Debby Peoples, Asst. Purchasing Agent  
(402) 593-4164  
Beth Garber, Purchasing/Contract Administrator  
(402) 593-4476

## MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Public Hearing for Lease of JJC, LEC and Sheriff's Office

The County currently leases space to the Sarpy County Safety Program for the Alternative School at the JJC along with motorcycle training at the Law Enforcement Center. The lease has expired requiring the County to take proposals and hold a public hearing allowing the public to speak on the proposed lease and raise any issues regarding fair market value of the property.

Following this public hearing the Purchasing Department will release an RFP requesting proposals from potential Lessee's. It has been reiterated several times that it is imperative that the Lessee's use of the property be compatible with the activities at the JJC, Sheriff's Office and LEC. On September 23, 2014, I will come back to the Board with a recommended lease.

Please feel free to contact me with any questions at [bgarber@sarpy.com](mailto:bgarber@sarpy.com).

August 13, 2014

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Beth Garber

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson  
Nicole O'Keefe

## LEASE

This lease, by and between the County of Sarpy, Nebraska, a body politic and corporate, hereinafter Lessor, and \_\_\_\_\_ hereinafter Lessee.

## WITNESSETH

1. PROPERTY. The Lessor warrants and represents that it is the owner of those certain property, with appurtenances, described as follows:

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

Sarpy County Law Enforcement Center  
1208 Golden Gate Drive  
Papillion, NE 68046

Sarpy County Sheriff's Office  
8335 Platteview Road  
Papillion, NE 68046

2. LEASED SPACE. Lessee hereby leases from Lessor the following property which will be referred to herein as the "Leased Space". Other than the Leased Space and public areas, Lessee shall have no right to use any portion of Lessor's property. Lessee acknowledges that it has inspected the Leased Space and accepts the Leased Space "as is". The Leased Space of the three buildings is the highlighted portion shown on Exhibit A, attached hereto and described below:
  - a. Sarpy County Juvenile Justice Center: Classroom A, Classroom B, Computer Lab, coat/locker area, boys and girls restrooms, Teacher workroom/office, Program Office and Interview/Testing room.
  - b. Sarpy County Law Enforcement Center: The Westside Conference Room and a portion of the parking lot may be used for training purposes; access and use of the Westside Conference Room and the parking lot shall be at the sole discretion of the Sarpy County Sheriff's Office and must be scheduled separately with the Sarpy County Sheriff's Office.
  - c. Sarpy County Sheriff's Office: The Public Meeting Room; access and use is of the Public Meeting Room shall be at the sole discretion of the Sarpy County Sheriff's Office and must be scheduled separately with the Sarpy County Sheriff's Office.
3. USE OF LEASED SPACE. The Lessor hereby leases to the Lessee, all of the described Leased Space as highlighted on Attachment "A" and as outlined in paragraph 2. The Leased Space may only be used by the Lessee for lawful purposes compatible with the purposes and operations of the Lessor's Juvenile Justice Center and the Sarpy County Sheriff's Office.

Any use of the Leased Space 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 19 herein.

- a. Use of Leased Space at the Sarpy County Juvenile Justice Center: It is presently contemplated by the Parties that the Lessee will use the Leased Space identified at the Sarpy County Juvenile Justice Center for \_\_\_\_\_ during regular business days during the hours of 7:30 a.m. to 4:00 p.m.
  - b. Use of Leased Space at the Sarpy County Law Enforcement Center and the Sarpy County Sheriff's Office: It is presently contemplated by the Parties that the Lessee may use the Public Meeting Room or the Westside Conference Room for meeting and/or or training purposes. A portion of the parking lot at the Sarpy County Law Enforcement Center may also be used for training purposes. Lessee may utilize the Leased Space of the Sarpy County Law Enforcement Center and the Sarpy County Sheriff's Office identified in paragraph 3 by scheduling the use with the Sarpy County Sheriff's Office which use shall be at the sole discretion of the Sarpy County Sheriff's Office.
4. TERM. The primary term of this lease shall be a five year term which shall commence on October 1, 2014 and shall expire September 30, 2019, with five (5) one-year option periods, that will automatically be implemented unless sixty (60) days notice is given prior to expiration of the primary term or the option period. All terms, rights, obligations, and conditions relate back to the commencement date of the primary term.
5. RENT. Lessee shall pay Lessor a monthly rent in the amount of \_\_\_\_\_ beginning on October 1, 2014 for the first year. This rent shall be escalated annually with a rate increase of 5% each year of the primary term and 5% each year of the one-year option periods. 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, Suite 1220  
Papillion, NE 68046
- or to such other address as the Lessor may designate by a notice in writing.
6. INSPECTION. Lessee agrees to permit the Lessor and/or its authorized representative to enter the Leased Space 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.
7. FIXTURES AND PERSONAL PROPERTY. Any fixtures, equipment or personal property installed in or attached to the Leased Space 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 Leased Space by reason of the removal its trade fixtures, equipment and other personal property.

8. ALTERATIONS. Lessee acknowledges that the Leased Space are leased in "as is" or new condition. Lessee will not permit any alterations of or additions to any part of the Leased Space, except by written consent of Lessor, which consent shall not be unreasonably withheld, and all alterations and additions to Leased Space 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 Leased Space at the Sarpy County Juvenile Justice Center 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.

A. LESSEE SHALL NOT MAKE ANY ALTERATIONS OR ADDITIONS TO THE LEASED SPACE AT THE SARPY COUNTY LAW ENFORCEMENT CENTER OR THE LEASED SPACE AT THE SARPY COUNTY SHERIFF'S OFFICE.

9. RETURN OF LEASED SPACE. 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 Leased Space 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.
10. DESTRUCTION OF LEASED SPACE. Should the Leased Space 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 Leased Space have been put in proper condition for occupancy.
11. 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 buildings; and the buildings' 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. Lessee shall immediately notify Lessor of any repair or maintenance issues.

- a. 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.

12. SERVICES AND UTILITIES. During this lease, the Lessor shall furnish Lessee all necessary utilities, and janitor service.

- a. Lessee, at its cost, shall furnish at the Juvenile Justice Center usual and customary telephone service as well as internet service. Lessee will be responsible for the installation of communication cabling facilities within the Leased Space. 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.
- b. Lessee shall have access to the Public Meeting Room in the Sarpy County Sheriff's Office for various training courses. Access and use must be scheduled through Sarpy County in accordance to the Sheriff's Office standard scheduling procedures.
- c. Lessee shall have access to the Westside Conference Room and a portion of the parking lot in the Sarpy County Law Enforcement Center for various training courses. Access and use must be scheduled through Sarpy County in accordance to the Sheriff's Office standard scheduling procedures.

13. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this lease without the written consent of the Lessor.

14. 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.

15. 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, Suite 1118  
Papillion, NE 68046

To the Lessee at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. GENERAL PROVISIONS: EMINENT DOMAIN. If the whole of the building or the Leased Space or a substantial part of the Leased Space 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.
17. 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 Leased Space, 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 Leased Space.
- a. 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.
18. 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 Leased Space 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 Leased Space and of any repair and alterations necessary to prepare the Leased Space 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.

19. TERMINATION. Either party may terminate this lease for any reason with ninety (90) days written notice.

20. 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

- a. 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
- b. 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.
- c. 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.
- d. 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
- e. 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.
- f. 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.

21. 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.
22. INDEMNIFICATION. The Lessee shall indemnify and save harmless Lessor, its officers, employees and agents from and against 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 Lease.
23. SEVERABILITY. If any of the provisions of this Lease, or the application thereof to any person or circumstances, is held invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, will not be affected thereby, and every provision of this Lease will be valid and enforceable to the fullest extent permitted by Applicable Law.
24. NON-DISCRIMINATION. Parties shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state law.
25. GOOD FAITH. Every representation, warranty, or other obligation within this Lease shall carry with it an obligation of good faith in its performance.
26. GOVERNING LAW. The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by the property officials thereunto duly authorized as of the dates below indicated.

Executed by Sarpy County this \_\_\_\_ day of \_\_\_\_\_, 2014.

LESSOR:  
SARPY COUNTY, NEBRASKA,  
A Political Subdivision

\_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

Approved as to form:

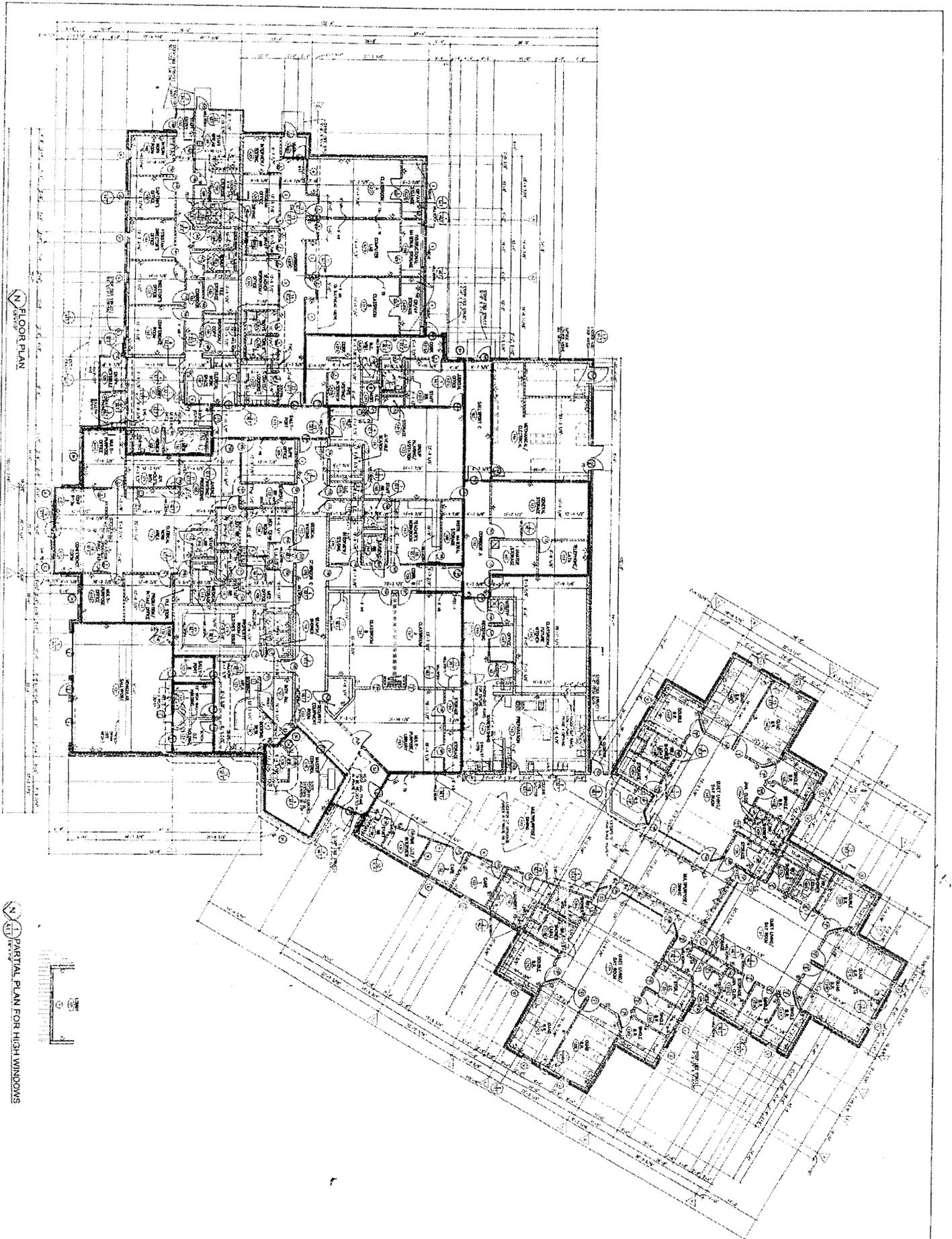
\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Sarpy County Attorney

Executed by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2014.

LESSEE:  
\_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signatory



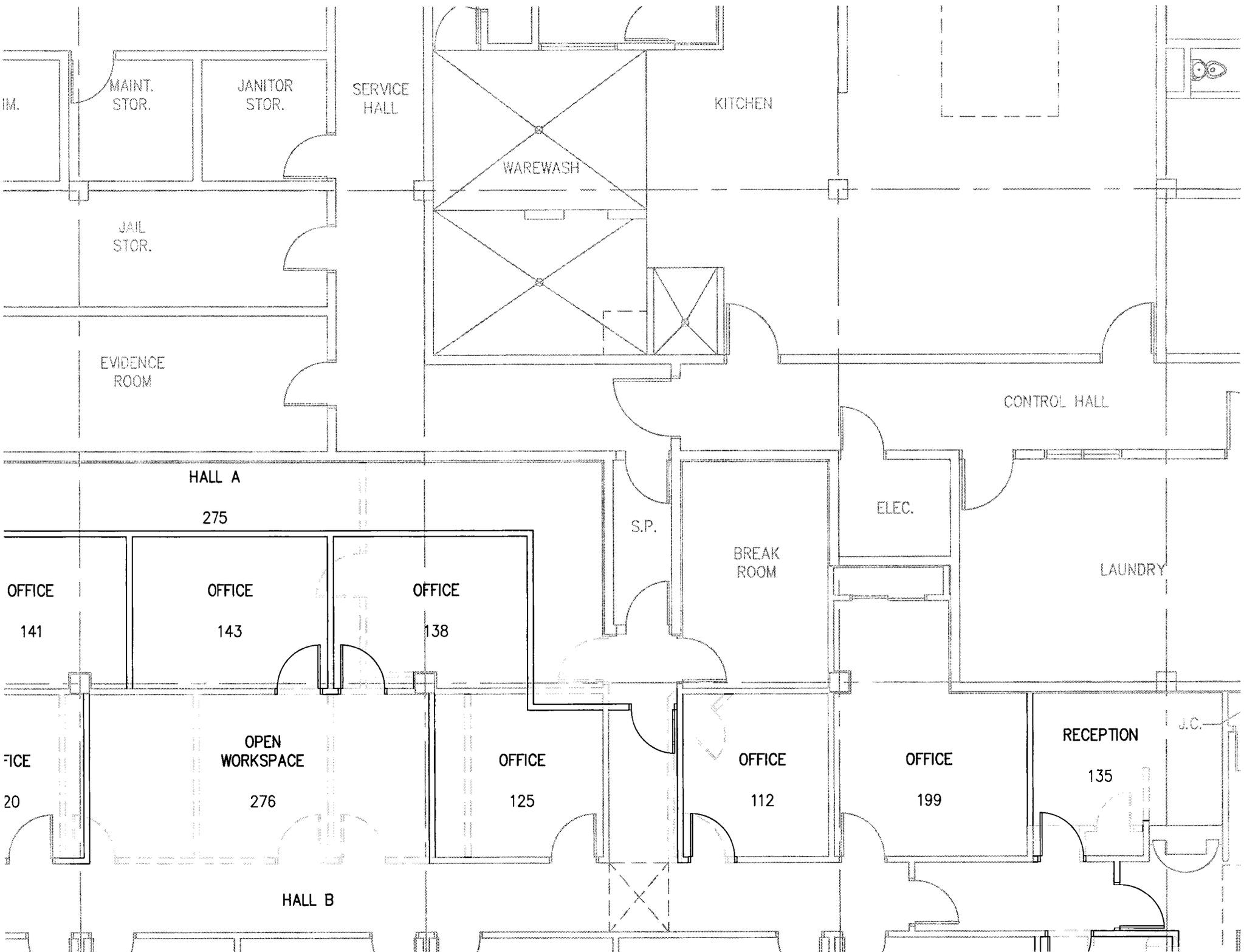
N FLOOR PLAN

PARTIAL PLAN FOR HIGH WINDOWS

Floor Plans  
**SARPY COUNTY**  
**JUVENILE JUSTICE CENTER**  
 Papillion, Nebraska

12/17/01  
**A1.1f**  
 CMP 1420B





IM.

MAINT.  
STOR.

JANITOR  
STOR.

SERVICE  
HALL

KITCHEN

WAREWASH

JAIL  
STOR.

EVIDENCE  
ROOM

HALL A

275

S.P.

ELEC.

CONTROL HALL

OFFICE

141

OFFICE

143

OFFICE

138

BREAK  
ROOM

LAUNDRY

OFFICE

20

OPEN  
WORKSPACE

276

OFFICE

125

OFFICE

112

OFFICE

199

RECEPTION

135

J.C.

HALL B

Attachment A  
Sary County Sheriff's Office

