BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING LEASE AGREEMENT AND ADDENDUM WITH SARPY COUNTY SAFETY PROGRAM

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, Neb. Rev. Stat. § 23-107.01 (Reissue 2012), 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. Additionally, 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 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.

WHEREAS, pursuant to Resolution No. 2014-318, the Purchasing department requested bids for the property identified above from August 27, 2014 until 2:00PM on September 11, 2014. Further, 2014-318 set the Lease Date as September 23, 2014; and,

WHEREAS, only one entity responded to the bid request and Sarpy County Safety Program is the highest bidder with the use of the land as follows: an alternative school at the Juvenile Justice Center, with use of the Law Enforcement Center, and the Sarpy County Sheriff's Office for motorcycle training and STOP classes. An Addendum to the Lease Agreement was necessary, said Addendum is attached hereto; and,

WHEREAS, a public hearing regarding said Lease Agreement were held before the Sarpy County Board of Commissioners on August 19, 2013 pursuant to Neb. Rev. Stat. § 23-107.01 (Reissue 2012); and,

WHEREAS, the attached Lease Agreement and Addendum are in the best interests of the citizens of Sarpy County; and,

NOW THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the County Board approves the Lease Agreement and Addendum with Sarpy County Safety Program, as attached hereto.

BE IT FURTHER RESOLVED THAT the Chairman and County Clerk are to take such further action as may be necessary to consummate the transactions contemplated therein.

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 23rd day of September, 2014.

Sarpy County Board Chairman

Attest
SEAL

County Clerk

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

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: Safety Program Lease

For several years the Safety Program has leased space at the Juvenile Justice Center to provide alternative school to Sarpy youth. More recently, the Safety Program also has weekend motorcycle training held at the Law Enforcement Center. Both of these programs have been very beneficial to County residents.

The lease between Sarpy County and the Safety Program expired and State Statute required the County to solicit proposals for the new lease. The County received one (1) proposal, from the Safety Program, for a total monthly lease amount of $2,550. This amount is consistent with their current lease. The term of the new lease will be for five (5) years from October 1, 2014 through September 30, 2019 with five (5), one (1) year option periods. The monthly rent is escalated annually with a rate increase of 5% each year.

Please feel free to contact me with any questions.

September 17, 2014

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Jackie Yost

LEASE

This lease, by and between the County of Sarpy, Nebraska, a body politic and corporate, hereinafter Lessor, and Sarpy County Safety Program, 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 Sherriff'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 an alternative school 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 $2,550 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:

Sarpy County Safety Program, Jeff Davis
8335 Platteview Road
Papillion, NE 68046

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, as of the dates below indicated, this Lease Agreement has been executed by a duly authorized official of each Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Lease Agreement in such capacity.

Executed by Sarpy County this 23rd day of September, 2014.

LESSOR:
SARPY COUNTY, NEBRASKA,
A Political Subdivision

9-23-14
Chairperson, Board of Commissioners

Attest:

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Sarpy County Clerk

Approved as to form:

Nicole O'Kafe
Sarpy County Attorney

Executed by Sarpy County Safety Program this 30 day of September, 2014.

LESSEE:
SARPY COUNTY SAFETY PROGRAM

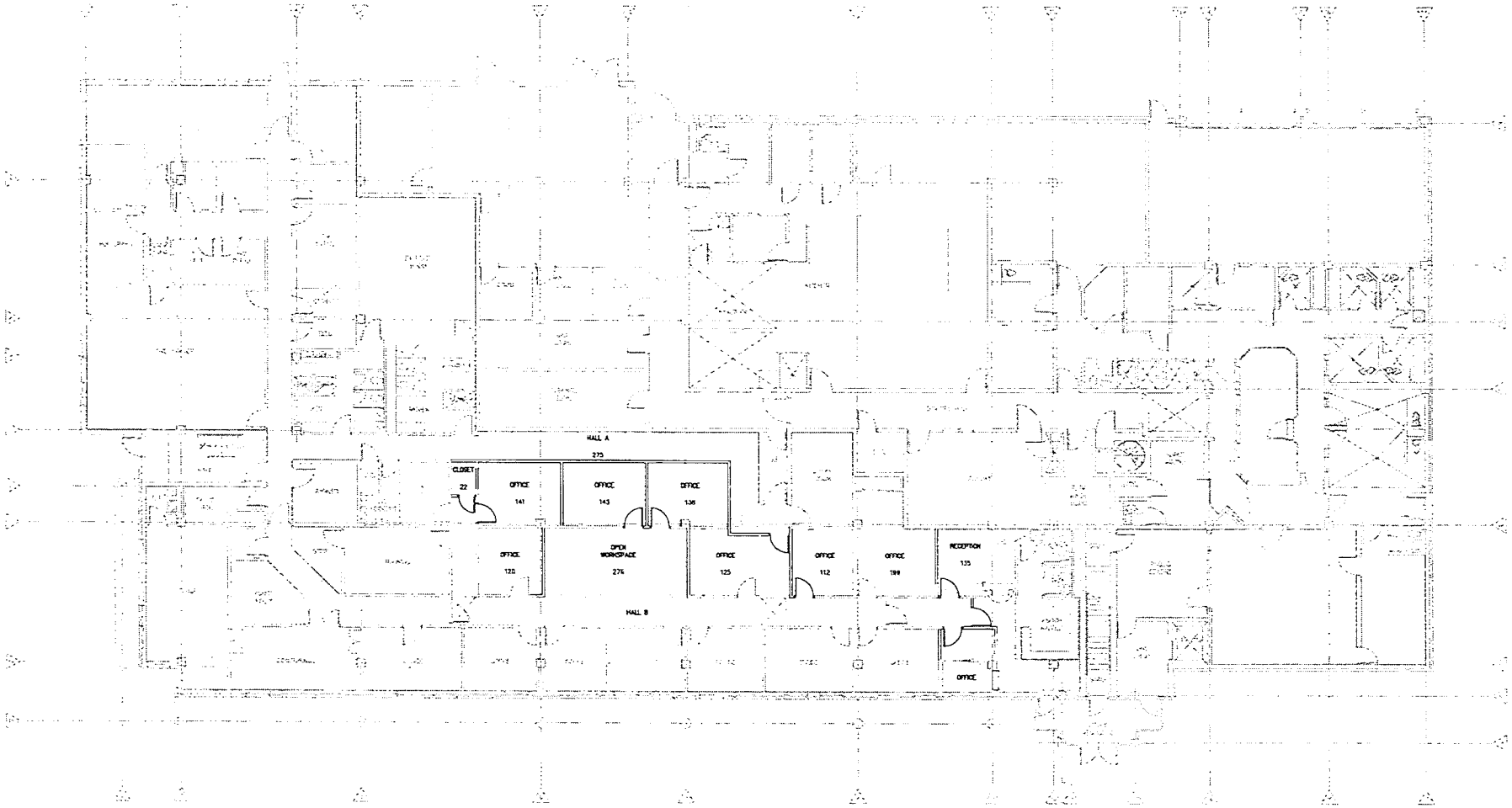
BY: Jeffrey Dan
Authorized Signatory

Floor Plans

SARPY COUNTY
JUVENILE JUSTICE CENTER
Papillion, Nebraska

A1.1r

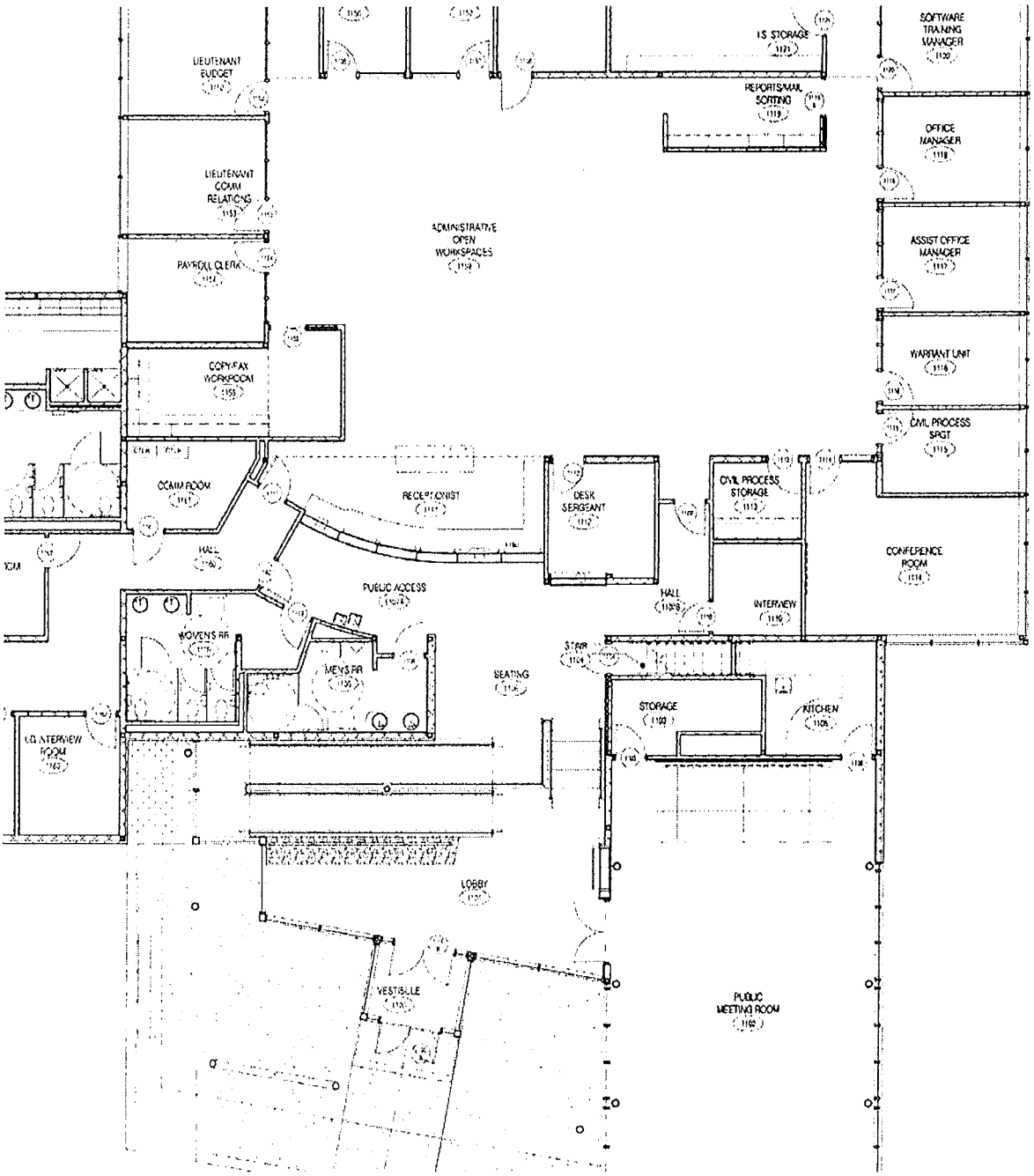
Carlson West Povondra Architects



SARPY COUNTY PUBLIC DEFENDER
First Level Floor Plan - PROPOSED

Sarpy County Law Enforcement Center Exhibit A

Attachment A
Sarpy County Sheriff's Office



ADDENDUM TO LEASE AGREEMENT

This Addendum, made and entered by and between the County of Sarpy, Nebraska, ("Lessor"), and Sarpy County Safety Program, ("Lessee"), to the Lease Agreement between Lessor and Lessee ("Lease Agreement") for the lease of space located at the Sarpy County Juvenile Justice Center, the Sarpy County Law Enforcement Center and the Sarpy County Sheriff's Office.

Said Lease Agreement is hereby modified by the inclusion of the language identified below within the Lease Agreement. All other terms and conditions of the Lease Agreement remain unchanged.

1. SERVICES AND UTILITIES. Section 12 of the Lease Agreement shall include the following language, to be added at the end of such section:

   "Lessor, at its cost, shall furnish at the Juvenile Justice Center 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."

IN WITNESS WHEREOF, as of the dates below indicated, this Addendum has been executed by a duly authorized official of each Party, each of whom hereby represents and warrants that he has the full power and authority to execute this Addendum in such capacity.

Executed by Sarpy County this 23rd day of September, 2014.

LESSOR:
SARPY COUNTY, NEBRASKA,

Jim Thompson

Chairperson, Board of Commissioners

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Attest:

Houghtaling

Sarpy County Clerk

Executed by Sarpy County Safety Program this 23rd day of September, 2014.

LESSEE:
SARPY COUNTY SAFETY PROGRAM

BY: Jeffrey N Dan

Authorized Signatory