

LEASE BETWEEN LANCASTER COUNTY AND THE CITY OF LINCOLN

This Lease Agreement ("Agreement") is entered into on this ____ day of _____, 2019, by and between the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska ("County") and the City of Lincoln by and through Lincoln Transportation and Utilities ("City"), a political subdivision of the State of Nebraska.

WHEREAS, pursuant to Neb. Rev. Stat. § 29-2259, the County must provide office space and necessary facilities for probation officers of the Lancaster County Adult Probation ("Adult Probation") performing their official duties;

WHEREAS, the City has suitable office space available on the second-floor mezzanine level at the Municipal Service Center ("MSC") located at 901 West Bond Street, Lincoln, NE;

WHEREAS, the parties hereby enter into a one-year term lease agreement for the purpose of providing office space for Adult Probation's training, education, and testing of clients as well as any other business functions necessary to carry out Adult Probation agency duties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, County and City agree as follows:

A. **Leased Premises.** The City does hereby lease to County a portion of the MSC property located at 901 West Bond Street, Lincoln, NE, legally described as:

Union Pacific Addition, Block 4, Lots 4-10 and Block 7, Lot 9, Lincoln, Lancaster County, Nebraska.

The leased premises consist of the second-floor mezzanine level of the MSC building described above (approximately 7,000 square feet) and sufficient parking for the County to carry out the Adult Probation agency duties.

B. **Term.** For use of said premises unto County beginning September 1, 2019, and continuing in full force and effect through August 31, 2020, unless and until either party shall terminate this Agreement by giving the other party written notice six (6) months in advance of such termination date.

C. **Use of Premises.** County shall use the leased premises for the purpose of providing office, training, testing, and storage space to Adult Probation.

D. **Space Security.** Security shall be standard industrial type key and lock assembly and the exterior of the building will be monitored by video recording equipment operated and maintained by Lincoln Transportation and Utilities. Any additional electronic security devices or monitoring systems will be the responsibility of County.

E. **Lease Rate and Payment.** Commencing September 1, 2019, County will pay to the City the amount of six thousand sixty-six dollars and sixty-seven cents (\$6,066.67) per month for a total rental payment of seventy-two thousand eight hundred dollars (\$72,800.00) per year, which is a rate of ten dollars and forty cents (\$10.40) per square foot for the approximately seven thousand (7,000) square feet which County will have available to it in the MSC. Included in this cost is structural maintenance as outlined below, all utilities, including: water, natural gas, electricity, trash disposal, and security monitoring.

F. **Exterior Maintenance and Parking.** General site and structure maintenance will be responsibilities of the MSC staff and are covered under the general lease rate, including snow removal, restroom fixture maintenance, heating, air conditioning, and ventilation, fire sprinkler and alarm systems, lighting fixtures, elevator and doors and hardware under normal wear conditions. Sufficient parking shall be provided to carry out Adult Probation agency duties. Deliberate or negligently damaged items beyond normal wear or vandalism will be the responsibility of the County, as tenant.

G. **Remodeling and Renovation Projects.** The space renovations are the responsibility of County and those costs shall not be shared by the City nor the MSC. All renovations and/or improvements to the space shall be approved in advance by the Lincoln Transportation and Utilities Director and his/her Building Superintendent. Space renovations shall be compliant with all State and local building codes and authority.

H. **Equipment.** Specialized office equipment owned by County shall be maintained and repaired by the equipment user and all associated costs shall be their responsibility.

I. **Cleaning.** County shall be responsible for cleaning its leased space. All common areas shall be cleaned by the City's contracted cleaners.

J. **Indemnity.** To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless every other party, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or

omission of the party, or anyone for whose acts any of them may be liable. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees. Nothing herein shall be construed to be a waiver of sovereign immunity by the County. This section survives any termination of this Agreement.

K. **Successors and Assigns.** This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors, and assigns.

L. **Hours of Operation.** County shall have 24/7 access to its leased space. All common areas have a Monday-Friday 7 a.m. to 4:30 p.m. work schedule and will remain locked during other days and times.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first written above.

Dated this _____ day of _____, 2019.

LANCASTER COUNTY

Roma Amundson, Chair
Board of Commissioners

CITY OF LINCOLN

Leirion Gaylor Baird, Mayor