

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *F6*

Agenda Date: June 7, 2010, 10:30am to 11:00am

Subject: Lease a portion of P.T. Rec. Center to Child Care Service

Statement of Issue:

At this public hearing objections to the decision to lease a portion of the Port Townsend Recreation Center to a child care service will be taken. Formal objections must be submitted in writing before or during the public hearing.

Immediately after the close of the public hearing, the BoCC will have the opportunity to make a final decision to lease or not to lease the property.

If a final decision that it is desirable to lease the property is made, then the next step is to publish written responses to each written objection to leasing the property, and to initiate the RFP process to find the best qualified, highest bidder to lease it to.

Further information including the public process schedule, the RFP, and the lease are included with this agenda request.

Analysis/Strategic Goals/Pro's & Con's:

Leasing a portion of the Port Townsend Recreation Center meets the strategic goals of the County because: it creates a new revenue source for both the Public Works and the Central Services Departments, it supports economic development by providing care for the children of workers, it increases the health and well being of children, and it increases recreational and educational opportunities for children.

Leasing public facilities to private parties, so that those private parties can serve the public good, is a form of Public Private Partnership or P3. P3 is a generally accepted solution to budgetary limitations caused by economic recession.

The main draw-back of leasing a portion of the Port Townsend Recreation Center is that it excludes the general public from access to 1346 square feet of valuable indoor community recreation center space.

Fiscal Impact/Cost Benefit Analysis:

The administrative costs of the public process will be funded through the existing parks and recreation budget. The tenant will be responsible for upgrades and maintenance of the facility.

Recommendation:

Receive written objections to the proposal to lease the property. Pass a motion stating the property should be leased or not. If the decision to lease the property is made then publish a written rationale for the decision that includes responses to specific objections presented to the BoCC during the public hearing. Authorize the initiation of an RFP process to find the best qualified, highest bidder.

Department Contact:

Matthew Tyler, Manager, Parks and Recreation Division 385-9129

Reviewed By:


Philip Morley, County Administrator

6/2/10
Date

Public Process for Lease of County Property at P.T. Community Center

Number	Task	Start	End	Duration	5/17	5/24	5/31	6/7	6/14	6/21	6/28
1	BoCC votes that it is generally desirable to lease the space (or not)	5/17/2010	5/17/2010	1							
2	Notice of hearing on intention to lease sent to the Leader and posted at the Courthouse	5/17/2010	5/17/2010	1							
3	Notice of hearing published in the Leader three weeks in a row	5/19/2010	6/3/2010	11							
4	BoCC public hearing, take written objections to leasing the property, debate and make final decision to lease or not, issue written rationales to publish in the Leader	6/7/2010	6/7/2010	1							
5	Final decision to lease or not to lease published in the Leader, along with the rationales	6/9/2010	6/9/2010	1							
6	If BoCC decides to lease, then RFP published in the Leader twice	6/9/2010	6/16/2010	6							
7	Deadline to submit proposal 9am	6/21/2010	6/21/2010	1							
8	Proposal opening at BoCC meeting	6/21/2010	6/21/2010	1							
9	Staff present preferred proposal. BoCC resolves lease	6/28/2010	6/28/2010	1							

Tasks and dates in bold are BoCC Meetings

REQUEST FOR PROPOSALS

Lease of a Portion of the Port Townsend Community Center to a Child Care Service Certified by the Washington State Department of Social and Health Services.

Jefferson County is seeking proposals from qualified service providers to lease a 1346.5 square foot portion of the basement of the community center in Port Townsend, located at 620 Tyler Street, for the purpose of operating a child care program certified by the Washington State Department of Social and Health Services (DSHS). The lease period is five years, from June 28, 2010 to June 27, 2015.

Schedule

The preliminary schedule for the Request for Proposals (RFP) (Please Note – this is subject to change and modification) process is:

June 9 and June 16	RFP published in the Leader
June 21	Deadline for submittal of proposals by 9:00am.
June 21	Public bid opening and reading to BoCC at BoCC meeting
June 21 to June 28	Review of proposals by staff
June 28	Presentation of preferred proposal to BoCC by staff
June 28	Resolution of lease by BoCC

All submissions shall contain the following minimum information and in the order listed below.

1. **LETTER OF INTEREST AND INTRODUCTION**
2. **EXPERIENCE:** List experience in the child care business that is being proposed. Provide detailed information, including the names, phone numbers and addresses of local references who can verify the evidence submitted for items D through L in the business requirements section (#4) below.
3. **BUSINESS PROPOSAL:** Provide an outline of the business plan to include but not limited to the business needs and general expectations.
 - a. Provide a copy of current Washington State Department of Social and Health Services child care center certificate.
 - b. Provide an estimate of revenue and expenses for the first year of operation.
 - c. Provide a current financial balance sheet for the business.
 - d. Provide a list of amenity requirements such as restrooms, playgrounds, kitchen, gymnasium, environmental systems, electrical systems, lighting systems, etc.
 - e. Provide hours of operation.
 - f. Provide requirements for parking, and accessibility by people with disabilities.
4. **BUSINESS REQUIREMENTS:** Provide documents that demonstrate the ability to meet the following requirements.
 - a. Can obtain a certificate of insurance in the amount of \$1 million in commercial general liability insurance with aggregate of \$2 million, with a policy endorsement which names Jefferson County as additionally insured.
 - b. Has or can obtain a City of Port Townsend Business License.
 - c. Has a current Washington State Department of Social and Health Services Child Care Service Center Certificate.
 - d. Serves a variety of fresh and healthy foods to children.
 - e. Employs a highly trained, educated and experienced staff.
 - f. Provides highly enriched and educational programs for children.
 - g. Maintains a clean, safe, and enriched environment for children.
 - h. Supervises and manages staff in a consistent and professional manner.
 - i. Supports and educates the families of the children.
 - j. Compensates staff at levels significantly above industry averages.
 - k. Has both recent and long term experience in providing professional, high quality child care.
 - l. Currently serves a high percentage of children who qualify for DSHS support.
 - m. Business has sound financial resources and good accounting practices.
5. **STATEMENT of VALUE & MINIMUM BID:** The service provider shall state the value it commits to pay Jefferson County in exchange for the use of the specified facility. The value shall be in U.S. dollars and shall be expressed as a monthly amount per square foot. The value shall include the utility cost of \$0.33 per square foot per month plus a base cost. The minimum bid for the base cost is \$0.41 per square foot per month.

The intent of this Request for Proposals is to gather information upon which Jefferson County shall base the selection of a service provider to provide child care services in the Port Townsend Community Center.

The selection shall be made by a review committee. The review committee shall consist of the Manager, Assistant Recreation Manager, and the Recreation Aide Supervisor of Jefferson County Parks and Recreation. The review committee shall determine the highest qualified bidder based on the criteria listed herein, and demonstrated in the submissions and references.

1. Overall impression of the application and evidence submitted.
2. Financial condition of the business.
3. References.
4. Background check completion.
5. Meets all the business requirements.
6. Is the highest bidder.

The review committee reserves the right to reject any and all proposals, to waive irregularities and informalities in any proposal, to request clarification of information submitted, to request additional information from any proposer, and to make the final decision as to the best proposal.

Jefferson County shall not be responsible for any costs incurred by the applicant in preparing submitting or presenting its response to the RFP.

To be considered, six (6) copies of the Proposal shall be submitted to: Proposal for Child Care Service, Jefferson County Public Works, 623 Sheridan St, Port Townsend, WA 98368 no later than 9am on June 21, 2010. The entire proposal, and all six copies, shall be submitted in one large, sealed envelope. No responsibility will attach to the owner or any official or employee thereof for the pre-opening of, postponing, or the failure to open a proposal not properly addressed or identified.

LEASE

This LEASE entered into this _____ day of _____, _____, by and between Jefferson County, a political subdivision of the State of Washington, whose address is P.O. Box 1220, Port Townsend, WA 98368, hereinafter referred to as Jefferson County, and _____ whose address is _____ hereinafter called the Tenant.

WHEREAS, the provisions of Chapter 36.34 RCW relating to the leasing of real property owned by a municipal corporation have been complied with

WHEREAS, the County Commissioner has determined that it is desirable for Jefferson County to enter into this Lease;

WHEREAS, the Tenant was and is the highest responsible bidder for the premises that are subject of this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein and mutually bargained for and exchanged, IT IS MUTALLY AGREED AS FOLLOWS:

PREMISES: Jefferson County DOES hereby lease to the Tenant a portion of the interior space located at 620 Tyler St. Port Townsend, Washington, commonly known as the Port Townsend Recreation Center.

1. Room 009 - (classroom) 1008 square feet
2. Room 009B - (storage closet) 96 square feet
3. Room 011 - (storage corridor with sink adjacent to restroom) 38 square feet
4. Room 012 - (restroom) 28.5 square feet (does not include the mop sink area)
5. Room 013 - (office area with window to the outside) 176 square feet

Total square feet: 1346.5 square feet

In addition, the lease will include limited access to the following indoor and outdoor areas, access, and services.

1. Kitchen - limited cabinet space will be exclusively dedicated to the Tenant. All other access is shared with other users. The kitchen may be periodically rented to other parties for exclusive use. During such time the Tenant will be excluded from use of the kitchen. Kitchen must be kept in a clean and sanitary condition. All food must be stored in airtight, rodent proof containers.
2. Gymnasium - use will only be available by reservation. The reservation may not be made more than one week in advance. An additional fee shall be assessed for use of the gymnasium. The fee amount will be determined from the parks and recreation fee schedule.
3. Main restroom - may be used by the staff at any time, and by children only when the children are under the direct and immediate supervision of staff.

4. Outdoor playground – may be shared with the general public at anytime. The general public shall never be excluded from use of the playground by the Tenant.
5. Access – the main access point is the set of double doors leading to the outdoors on the Lawrence St. side of the building and immediately attached to the main classroom. Children, family members and staff shall not use either of the main entrance doors, facing Clay St. or Lawrence St., to the recreation center to access the Tenant's business.
6. Garbage and recycling service – are included in the lease.
7. Parking – the staff and customers of the child care service may use any public parking space on a first come first served basis. No parking is exclusively reserved for the Tenant or the Tenant's customers.

2. TERM: The term of this Lease shall be for five years commencing the 1st day of June, 2010, and shall terminate on the 31st day of June, 2015

3. RENT: The total rent will consist of a base costs plus a utilities costs. The base cost of the rent shall remain fixed, but the utilities costs shall increase at 2.5% annually. In 2010 the utilities cost portion of the rent is \$0.33 per square foot per month. In 2011 the utilities cost portion of the rent shall be \$0.34 per square foot per month. In 2012 the utilities cost portion of the rent shall be \$0.35 per square foot per month. In 2013 the utilities cost portion of the rent shall be \$0.36 per square foot per month. In 2014 the utilities cost portion of the rent shall be \$0.37 per square foot per month. In 2015 the utilities cost portion of the rent shall be \$0.38 per square foot per month. Tenant covenants and agrees to pay Jefferson County rent consisting of the utilities costs and the base costs in the amount of to be determined Dollars (\$TBD), in advance on the first day of each month of the lease term. If not paid within five days, a service charge equal to three percent (3%) of the monthly rent then due shall also be due.

4. UTILITIES, LEASEHOLD EXCISE TAXES AND FEES: All charges for water, power, sewer and garbage are included in the rent payment during the full term of this lease.

1. Statutory leasehold excise taxes are not included in the rent, and must be paid by the Tenant to Jefferson County as codified at RCW 82.29.A030, currently assessed at 12.84%, arising from the public ownership of the leased premises.
2. Garbage service is included in rent payment but is limited to the equivalent of two 32 gallon garbage containers per week. There is no limit on recycled material.

5. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Tenant in their present condition. The use of the Premises by the Tenant shall be conclusive evidence that the Tenant has inspected and knows the condition of the Premises and accepts the Premises "AS IS," "IN ITS PRESENT CONDITION," and "WITHOUT ANY WARRANTIES WHATSOEVER." The Tenant shall, at its own expense and at all times, keep the premises neat, clean and in a sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Tenant shall permit no waste, damage or injury to the premises.

Jefferson County shall maintain the premises in good repair and tenantable condition during the continuance of this lease, except in the case of damage arising from the negligence of the Tenant's clients, agents or employees. For the purposes of so maintaining the premises, Jefferson County reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Jefferson County reserves the right to close, or restrict access to any portion of the facility in an emergency or in the event that unsafe conditions arise. Jefferson County's maintenance obligations shall include, but are not limited to, the mechanical, electrical, plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); exterior walls; all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways, exterior lighting; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier free premises for persons with disabilities, etc.).

Tenant shall keep all drain pipes free and open, protect water, heating, gas and other pipes to prevent freezing or clogging, provide floor care and replace all glass in doors and windows which may become cracked or broken as a result of Tenant's use of the premises.

The County is responsible for the structural integrity of the entryways and sidewalks. The Tenant shall maintain and keep the entry way and all sidewalks used by the Tenant and or the Tenant's clients clear of debris, equipment, toys, and other potential tripping hazards, including snow and ice removal.

The Tenant is responsible for replacement of the florescent tubes, compact florescent lamps, incandescent lamps and associated lighting ballasts. All fluorescent tubes shall be boxed and returned to Jefferson County Facilities for disposal.

Tenant shall be solely responsible for security of and the safekeeping of any personal property belonging to the Tenant at or within the five rooms that constitute, in part, the Premises, specifically Rooms 009, 009B, 011, 012 and 013 as listed in Section 1 above. The parties further specify that the terms and conditions of the Section of this Agreement entitled "Hold Harmless and Indemnification" apply to Tenant's responsibility for security and safekeeping of any personal property there located at or upon the five rooms listed here.

6. SIGNS AND ALTERATIONS: The Tenant, upon the written authorization of Jefferson County, shall have the right during the existence of this lease with the written permission of Jefferson County, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased at Tenant's sole cost and expense. Such alterations, fixtures, additions, structures and signs shall be authorized by Jefferson County Central Services Department. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental (including the City of Port Townsend) regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Tenant and may be removed by the Tenant upon the termination of this lease. Any damage caused by

the removal of any of the above items shall be repaired by the Tenant at the Tenant's sole cost and expense.

7. LIENS AND INSOLVENCY: Tenant shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant, and shall indemnify and hold Jefferson County harmless against the same. In the event Tenant becomes insolvent, bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant, Jefferson County may cancel this Lease at its option.

8. SUBLETTING OR ASSIGNMENT: Tenant shall not sublet the whole or any part of the premises, nor assign this Lease, without the prior written consent of Jefferson County, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law. Any assignment shall not release the Tenant from liability under this lease unless the assignment states such.

9. DISASTER: In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and Jefferson County neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

10. REIMBURSEMENT FOR DAMAGE TO PREMISES: The Tenant agrees to reimburse Jefferson County for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing Jefferson County's duty to make repairs as set forth in preceding paragraphs of this lease, or as making Tenant responsible for the repair of normal wear and tear. On or before the Commencement Date, Tenant shall pay to Landlord, separate and apart from Monthly Rent, the sum of _____ DOLLARS (\$xxx) as a deposit to secure the faithful performance by Tenant of the provisions of this Lease (hereinafter "Security Deposit"). If Tenant is in default, Landlord may use the Security Deposit, or any portion thereof, to cure the default or to compensate Landlord for any damage resulting from Tenant's default. On demand, Tenant shall immediately pay to Landlord the sum necessary to restore the Security Deposit to that amount initially deposited with Landlord. If Tenant is not in default at the expiration or earlier termination of this Lease, Landlord shall return the Security Deposit to Tenant. Landlord's obligation to Tenant with respect to the Security Deposit is that of a debtor and not a trustee. Landlord may maintain the Security Deposit separate and apart from Landlord's general funds or may commingle it with its general funds. Landlord shall not be required to pay Tenant interest upon all or any portion of the Security Deposit.

11. HOLD HARMLESS AND INDEMNIFICATION: Jefferson County or its agents, successors and assigns shall not be liable for any injury to persons (including death) or damage

to property sustained by Tenant or others, in and about the premises, unless such injury or damage was the proximate result of the negligent or willful act or omission of Jefferson County or its agents, servants, employees, successors or assigns. Tenant agrees to defend and pay all cost and expense of Jefferson County's defense and hold Jefferson County, its agents, servants, employees, successors and assigns harmless from any claim, action, and/or judgment for damages to property or injury to persons (including death) suffered or alleged to be suffered on the premises by any person, firm or corporation, unless same was the proximate result of the negligent or willful act or omission of Jefferson County or its agents, servants, employees, successors or assigns. Jefferson County shall defend (and pay all cost and expense of Tenant's defense), indemnify and hold harmless Tenant against and from claims arising from Jefferson County's sole negligence or willful act with respect to, without limitation, the operation, management and maintenance of the building and the premises.

12. COSTS AND ATTORNEYS FEES: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, each party will be responsible for their own costs and attorney fees in connection therewith, unless otherwise agreed by the Tenant and Jefferson County. It is agreed that the venue of any legal action brought under the terms of this Lease shall be Jefferson County Superior Court.

13. INSURANCE: Tenant shall maintain public liability insurance on the premises in the minimum limit of \$1,000,000 single occurrence, \$2,000,000 aggregate for property damage and/or bodily injuries and death, and shall name Jefferson County as an additional insured. Tenant shall furnish Jefferson County a certificate indicating that the insurance policy is in full force and effect, Jefferson County has been named as an additional insured, and that the policy may not be canceled unless thirty (30) days prior written notice of the proposed cancellation has been given to Jefferson County. Jefferson County shall maintain on the building in which the premises are located a policy of standard fire insurance with extended coverage in the amount of its replacement value. Tenant may also cause their insurance to name Jefferson County as a co-insured. Proceeds of any such insurance shall be applied to the restoration of the building and the premises if the building and/or premises are to be restored pursuant to the provisions hereof. Any proceeds remaining after such restoration shall belong to Jefferson County. If Tenant fails to obtain or maintain any policy of insurance required under this Lease, or if any such policy is canceled or modified during the term of this Lease without Jefferson County's consent, Jefferson County may obtain such insurance, in which case Tenant shall reimburse Jefferson County for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance. Tenant shall maintain full fire policy during the entire course of Tenant Improvements done by the Tenant or their agent. These policies must name Jefferson County as co-insured.

Tenant's failure to provide and keep in force the aforementioned insurance will be regarded as a default hereunder, entitling Landlord to exercise any or all of the remedies provided in this Lease for default.

14. NO WAIVER OF COVENANTS: No conduct of a party shall constitute accord and satisfaction, unless contained in writing to such effect and signed by the parties. Any waiver by either party of any breach thereof by the other shall not be considered a waiver of any future

similar breach. This Lease contains all the agreements between the parties; and there shall be no modification of the agreements contained herein except by written instrument.

15. SURRENDER OF PREMISES: Tenant agrees, upon termination of this Lease, to peacefully quit and surrender the premises without notice, leave the premises neat and clean and to deliver all keys to the premises to Jefferson County. If Jefferson County elects to require Tenant to remove alterations, additions or improvements made by Tenant, then Tenant shall restore the premises to their previous condition, less reasonable wear and tear.

16. TENANT'S PERSONAL PROPERTY AND FIXTURES All of Tenant's personal property and trade fixtures, if any, located in, on or about the Premises shall remain Tenant's property and Tenant may remove such personal property at any time during the Term provided Tenant is not in default under the terms of this Lease. Upon the expiration or sooner termination of this Lease, Tenant shall remove from the Premises its personal property and the personal property of any party other than Landlord. If Tenant shall fail to remove its personal property as provided in this Section 8, Tenant shall, upon demand, reimburse Landlord for the documented cost of any such removal. Any personal property left on the Premises after the expiration or sooner termination of the Term, or after Tenant's vacation or abandonment of the Premises (hereinafter "Abandoned Property"), shall be deemed to have been abandoned and to have become the property of Landlord to dispose of in Landlord's sole and absolute judgment and discretion. Tenant shall reimburse Landlord for any of Landlord's documented court costs, attorney fees, and storage charges related to Abandoned Property. Landlord may, at its option, sell Abandoned Property at private sale without notice or legal process, for such price as Landlord may obtain, and apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord, including expenses incident to the removal and sale of Abandoned Property, or Landlord may otherwise dispose of Abandoned Property.

17. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, and successors and assigns of both parties hereto, except as herein above provided.

18. USE: Tenant shall use the premises solely for the purpose of operation of a child-care center and for no other purposes, without written consent of Jefferson County. The child care center shall meet the following performance standards.

- a. Valid City of Port Townsend Business License shall be maintained.
- b. Washington State Department of Social and Health Services Child Care Service Center Certification shall be maintained.
- c. Compliance with all applicable federal and state laws and regulations applicable to operation of a for-profit business entity and/or child care service center.

Tenant (and its invitees, licensees, contractors, agents, employees, or representatives) shall not use or occupy the Premises in violation of any statute, rule, ordinance, order, regulation or certificate of occupancy in effect and applicable to any part of thereof (hereinafter "Applicable Laws"). Nor shall Tenant do or permit to be done in or about the Premises or the Building, or any part of either, or bring into, keep, or permit to be brought into or kept in or about the

Premises or the Building, or any part of either, anything that may constitute a waste, nuisance or unreasonable annoyance to Landlord, other tenants of the Building and/or members of the general public. No animals of any kind, except service animals, shall be brought into or kept in or about the Premises or the Building. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated in or about the Premises. Tenant, nor any of Tenant's employees, servants, agents, contractors, licensees or invitees shall at any time bring or keep in or about the Premises any toxic, hazardous, flammable, combustible or explosive fluid, chemical or substance other than as reasonably necessary for Tenant's permitted uses of the Premises in accordance with this Section.

19. DEFAULT AND REMEDIES:

Tenant shall be in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay Rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Proceedings are commenced by or against Tenant under any bankruptcy act or for the appointment of a trustee or receiver of Tenants' property.

A default shall become an event of default ("Event of Default") if Tenant fails to cure the default within the applicable cure period after Jefferson County provides Tenant with written notice of default, which specifies the nature of the default. For failure to pay rent or other monetary defaults, the cure period shall be ten (10) working days. For other defaults, the cure period shall be thirty (30) calendar days.

Upon an Event of Default, Jefferson County may terminate this Lease and remove Tenant by summary proceedings or otherwise. Jefferson County may also, without terminating this Lease, re-let the Property on any terms and conditions as Jefferson County in its sole discretion may decide are appropriate. Jefferson County may at any time after re-letting elect to terminate this Lease for the previous Event of Default.

20. NOTICE: Wherever in this lease written notices are to be given or made, they will be sent by United States mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

JEFFERSON COUNTY: Jefferson County Public Works
 Parks and Recreation Division
 623 Sheridan St
 Port Townsend, WA 98368

TENANT:

21. AUTHORIZED SIGNATURES: This Lease requires the signature of all parties and shall become effective as of the date of the last signature below.

The person or persons who execute this Lease on behalf of their respective party warrant that they have the authority to bind their respective party to the terms and obligations of this Lease.

22. LANDLORD'S RIGHT OF ENTRY: Landlord reserves and shall at any and all reasonable times have the right to enter the Premises, inspect the same, show the Premises to prospective purchasers, mortgagees, or tenants and effect any repair of the Premises required hereunder; provided, however, that the business of Tenant shall not be unreasonably interfered with. For each of the aforesaid purposes, Landlord shall be given and shall at all times have and retain a key with which to unlock all the doors, in, upon and about the Premises, excluding Tenant's vaults, safes and files and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. In addition, Landlord shall have the right at any and all reasonable times to enter the Premises to perform any act with regard thereto that Landlord, in its sole and absolute judgment and discretion, deems necessary to assure compliance with applicable environmental or other laws. Any entry of the Premises by Landlord by any of said means or otherwise shall not, under any circumstances, be construed or deemed to be forceable or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof provided said entry relates to emergency purposes as aforesaid. Tenant agrees to allow "For Sale" and "For Lease" signs of reasonable size to be placed in and remain upon the Premises the last thirty (30) calendar days of the Term.

23. VACATION OF PREMISES; HOLDING OVER: Upon written notice from Landlord given at any time prior to the expiration of the Term, Tenant shall promptly vacate the Premises on or before the last day of the Term. If Tenant holds over the expiration or earlier termination of the Term without the express written consent of Landlord, which consent may be granted or withheld by Landlord in its sole and absolute judgment and discretion, Tenant shall be a Tenant at sufferance only and otherwise subject to the terms, covenants and conditions herein specified insofar as applicable, except that Monthly Rent shall be ONE HUNDRED TWENTY-FIVE PERCENT (125%) of the Monthly Rent in effect on the date of such expiration or termination. Acceptance by Landlord of Monthly Rent after the expiration of the Term or earlier termination thereof shall not result in a renewal of this Lease. The foregoing provisions of this Section 23 are in addition to and do not affect Landlord's right of re-entry or any other rights of Landlord hereunder or as otherwise provided by law. Tenant hereby indemnifies and agrees to hold harmless Landlord from all loss, injury or liability arising from Tenant's failure to surrender the Premises upon the expiration or termination of this Lease.

24. SEVERABILITY: Any provision of this Lease which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

25. RECORDING: Except as may be otherwise required by law, neither Party may record this Lease, nor any memorandum hereof, without the prior written consent of the other party.

26. GOVERNING LAW; VENUE: This Lease shall be governed by and construed in accordance with the laws of the state of Washington. Landlord and Tenant agree that venue of any action between the parties relating to the Lease shall be in Jefferson County, Washington.

27. AMERICANS WITH DISABILITIES ACT: Within ten (10) business days after receipt, Tenant shall advise Landlord in writing, and provide Landlord with copies of (as applicable): (a) any notices alleging violation of the ADA relating to any portion of the Premises; (b) any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the dated

JEFFERSON COUNTY:

APPROVED AND ADOPTED this ____ day of _____, 2010

SEAL:

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

David W. Sullivan, Chair

John Austin, Member

Phil Johnson, Member

ATTEST:

Erin Lundgren
Deputy Clerk of the Board

TENANT	NAME MAILING ADDRESS
--------	-------------------------

Signature of Authorized Individual

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date: _____

Jefferson County, Washington

Request for Proposals (RFP)

Lease of a Portion of the Port Townsend Community Center to a Child Care Service Certified by the Washington State Department of Social and Health Services.

(Examples but not limited to: – infant, toddler, and pre-school child care)

Jefferson County is seeking proposals from qualified service providers to lease a 1346 square foot portion of the community center in Port Townsend for the purpose of operating a child care program certified by the Washington State Department of Social and Health Services (DSHS).

A complete information packet is available and should be reviewed in advance. Interested parties shall submit the required information no later than Monday, June 21, 2010 at 9:00am.

Jefferson County (the County) reserves the right in its sole and absolute discretion to reject any and all proposals, to waive any irregularities in any proposal or to accept any proposal which will best serve the interest of the County.

For more information please contact:

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