

AFTER RECORDING RETURN TO:

Thurston County
Central Services Department
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045

Lease No. 025-2018-648-1026-000

Page 1 of 19
Date: July 10, 2019

LEASE

THIS LEASE is made and entered into between Thurston County, a municipal corporation whose address is 2000 Lakeridge Drive SW, Olympia, Washington 98502, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the Thurston Mason Behavioral Health Organization LLC, hereinafter called the Lessee.

WHEREAS, Thurston County is granted authority to lease property under Thurston County Code 2.104.030;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 12828320000

Common Street Address: 3285 Ferguson Street SW, Tumwater, Washington, 98512

Lessee is leasing approximately 7,465 square feet of building office space along with 20 on-site parking stalls.

USE

2. The premises shall be used by Thurston Mason Behavioral Health Organization, LLC for the following purpose(s): Mental health crisis triage treatment facility.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on the date last signed and ending July 31, 2024.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate: \$13,084.75 per month pursuant to the 2019 rates for Central Services facilities services as adopted by the Thurston County Board of County Commissioners on December 14, 2018, for the total annual rate of \$157,071.00.

4.1 The rate shall be recalculated by the Lessor annually. The Lessor shall notify the Lessee of any rate changes a minimum of 30 days prior to the effective date of any rate change.

4.2 Payment shall be made by the Lessee at the end of each month upon receipt of invoice.

4.3 A portion of the rental rate shall be set aside by the Lessor and applied to a reserve fund account. The reserve fund account shall be used exclusively for major maintenance and renewal of infrastructure, building and its components. Upon termination of the lease the Lessee shall be refunded the portion of the contribution to the reserve account that was not used.

EXPENSES

5. During the term of this Lease, Lessor shall pay property assessments, insurance, storm water, water, sewer, garbage, and maintenance and repair as described below, together with natural gas, electricity, exterior and interior window washing, landscape and irrigation water.

5.1. Lessee shall pay for janitorial services and supplies.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual), inside and outside walls (including windows and entrance and exit doors), structural portions of the building (including the roof and the watertight integrity of same), porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required), wheel bumpers, drainage, 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.). A detailed description of service levels with response times is attached to this lease and incorporated as Attachment A.

6.1 Lessee is responsible for ingress and egress patron and staff safety related to in climate weather, including deicer, sand application or other related walkway safety such as rugs to reduce slippage etc.

ASSIGNMENT/SUBLEASE

7. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

8. The Lease terms including the rental rate may be renegotiated, upon mutual agreement between the Lessor and Lessee, for an additional 5 years.

8.1 It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be cancelled and terminated by either party on or after the 24th month of its term provided that written notice of such cancellation and termination shall have been given at least 120 days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101-12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

MODIFICATION

11. No amendment, modification or renewal shall be made to this Lease unless set forth in writing, signed by both parties and shall not be binding until fully executed by both parties.

FIXTURES

12. The Lessee, upon the written authorization of the Lessor, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Thurston County Central Services Director. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental 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 remains the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

ALTERATIONS/IMPROVEMENTS

13. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the

Lessor's building standards and operation procedures. To ensure the long-term viability of the building and its use, by June of each year the Lessor will meet with the Lessee to determine and describe the Lessors plan for major maintenance and renewal of infrastructure, building and components. The Lessor shall prepare a listing (see Attachment B) of the various potential work projects, taking into consideration the feedback provided by the Lessee.

PREVAILING WAGE

14. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor & Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor & Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

15. 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 the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee 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 Lessee 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.

NO GUARANTEES

16. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon Thurston County, unless same has been approved by the Thurston County Central Services Director or his or her designee and approved as to form by the Office of the Prosecuting Attorney, or his or her designee. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

The Lessee hereby agrees to reimburse the Lessor for damages caused by its employees, clients and agents, beyond normal wear and tear for a facility of this type of use. In no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

17.

HAZARDOUS SUBSTANCES

18. Lessor warrants to the best of his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found

on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessee shall indemnify and hold harmless the Lessor with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises that are placed on the premises by the Lessee.

CONDEMNATION

19. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

INSURANCE

20. Lessee shall, at all times during term of the Lease, at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Lease at the Lessor's direction.

All insurance and surety bonds should be issued by companies admitted to provide business within the State of Washington and have a minimum A.M Best rating of A- Class VII or better in the most recently published edition of Best's Reports and shall be licensed to do business in the State of Washington. Any exception shall be reviewed and approved by the Risk Manager for Thurston County, before the contract is accepted. The policy shall be endorsed, and the certificate shall reflect that the County (Lessor) is an additional named insured on the Lessee's general liability policy with respect to activities under the Lease. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Participation in a self-insured, governmental risk pool shall satisfy the conditions set forth in this section.

Lessee shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations, personal injury, fire damage and medical expenses with an aggregate limit of at least two times the "each occurrence" limit. **ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Lessee, it's officers, agents and employees, and any other entity specifically required by the provisions of this Lease will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Thurston County, It's Officers, Agents And Employees Are Named As Additional Insured."**

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contracts, products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contracts, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation on insured's (cross liability) condition. Lessee shall provide a policy of "all risk" coverage for improvements and betterments for the full replacement value of the property. The policy shall contain the following provisions: 1) County shall be loss payee; 2) the insured shall waive all rights of recovery against Lessor. Covered physical damage to ones' own property or property in one's car, custody or control arising out of certain perils.

All policies required under Section 14 shall include and maintain the following provisions and the Lessor shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- a. Lessee is subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the Lessee 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Lessee shall be given 10 days advance notice of cancellation.
- b. Lessee is subject to 48.15 RCW (Surplus lines): The Lessor shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, Lessor shall be given 10 days advance notice of cancellation.
- c. The Lessor, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

DISPUTES

21. In the event that a dispute arises under this Lease, it shall be determined by a three-member Dispute board in the following manner: Each party to this Lease shall appoint a member to the dispute board. The members so appointed shall jointly appoint a third member to the dispute board. The dispute board shall evaluate the facts, Lease terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto.

DEFAULT BY EITHER PARTY

22. Should either party breach the terms of this Lease, the parties agree to the following:
- a. The non-breaching party shall provide written notice and a reasonable opportunity for the breaching party to cure. A reasonable time shall be deemed to be fifteen business days upon receipt of notification of breach, unless the alleged breach is an emergency maintenance issue requiring immediate attention in which case, reasonable opportunity to cure shall be deemed to be twenty-four hours.
 - b. If the breaching party does not cure within a reasonable time the non-breaching party may cure the default, and, if applicable, recover the costs incurred in curing the default. If the non-breaching party is the Lessee, the Lessee may deduct all costs incurred from rent owed to Lessor. If the non-breaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor as soon as is practicable.
 - c. If the Lessee elects to cure the breach of the Lessor, Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or

expenses of any nature whatsoever arising out of or in connection with such cure. Lessor further agrees to defend Lessee, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities associated with the cure of said breach.

- d. The non-breaching party is under no obligation to cure the default of the breaching party. If the non-breaching party does not cure the default, the non-breaching party may pursue its legal and contractual remedies against the breaching party. The non-breaching party's failure to cure the breaching party's default does not waive the non-breaching party's rights to relief.
- e. Should any action be initiated by the non-breaching party to recover costs associated with curing the breaching party's default, the breaching party shall be required to pay the costs incurred by the non-breaching party in curing the default, together with the reasonable attorney's fees and costs associated with such action if the non-breaching party prevails.
- f. Both parties warrant and represent that they will only make claims of breach in good faith. Any claim of breach made in bad faith will itself constitute a breach, entitling the non-breaching party to the costs associated with such bad faith claim. A claim shall be considered to be brought in bad faith when no credible evidence can be brought forth to support it.

MONTH TO MONTH TENANCY

23. If Lessee remains in possession of the premises after the expiration or termination of the Lease Term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

INDEMNIFICATION

24. Each party hereto shall be responsible for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, employees, volunteers, and licensees to the fullest extent required by law. Each party hereto shall indemnify and hold harmless the other party from any claim, loss, damage, or injury arising therefrom.

In the case of wrongful or negligent acts or omissions on the part of more than one party, any Damages allowed shall be levied in proportion to the percentage of fault attributable to each party. Each party hereto shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to that other party.

Lessee agrees to defend, indemnify and hold harmless the Lessor (County), its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor (County).

CAPTIONS

The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

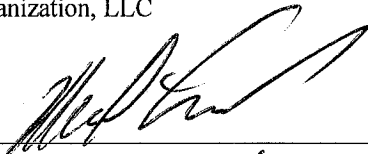
25. Wherever in this Lease written notices are to be given or made, they will be delivered to the address below. Notices shall be delivered by courier using standard overnight weekday delivery, or in person. With advance notification a different address may be designated in writing and agreed to by both Parties.

LESSOR: Thurston County
ATTN: Central Services Department
2000 Lakeridge Drive SE
Olympia, Washington 9850245


LESSEE: Thurston Mason Behavioral Health Organization, LLC
ATTN: Mark Friedman
612 Woodland Square Loop SE, Suite 401
Lacey, WA 98503

IN WITNESS WHEREOF, the parties subscribe their names.

Lessee: Thurston Mason Behavioral Health Organization, LLC

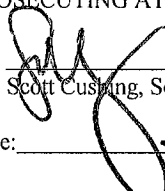
By: 
Printed Name: Mark Friedman
Title: FM BHO - CEO
Date: 7/3/19

Lessor:
For
Board of Thurston County Commissioners

By: 
Title: Interim Director
Central Services Department
Date: 7/24/19

Approved as to form

JON TUNHEIM
PROSECUTING ATTORNEY

By: 
Scott Cushing, Senior Deputy Prosecuting Attorney
Date: July 10, 2019

LEASE
ATTACHMENT A

THURSTON MASON BEHAVIORAL HEALTH ORGANIZATION, LLC
Custodial, Information Technology and Maintenance and Repair Services

In addition to the items stated in Sections 5 and 6 of this Lease, Maintenance and Operations Services are included. The list of services (A-1) is attached to and hereby incorporated into this document:

ATTACHMENT A-1

Services Provided
Maintenance & Operations Division
Priority and Days to Respond

Priority 1: Life Safety issues. Repair or maintenance of buildings to repair or prevent problems that could be a danger to citizens or staff.

Hazards response (1) **Same day response.** Respond to reports of hazardous smells or situations, e.g. smoke, Smell of Gas/Hazardous Spills, smells, fires.

Safety Issues/Trip Hazards (1) **Same day response.** Safety issues in County-owned buildings or at County-owned building sites, trip hazards, safety issues, etc.

Priority 2: Building issues that are required in order for the County to be open for business. Closely related to priority 1, but not necessarily Life Safety. Many priority 4 items on a case by case basis are responded to as a priority 2. This includes support for new construction of County space.

New Construction Support (2) **2-28 day response.** Support the construction of new County buildings or remodels in Facilities-owned buildings only. For bids on remodels see “Bids and Estimates” in the services provided list.

Building Warranty Work (5) **5-60 day response.** Provide coordination services with contractors for repair of work within the contractor’s warranty period.

Priority 3: Activities here are automatically generated by the Work Request system and are related to maintaining building equipment and systems according to the manufacturer’s recommendations. Designed to minimize breakdowns and maximize building and equipment life.

Preventive Maintenance (3) **On a time available basis.** Provide PM to major and minor Facilities-owned equipment, including filter changes, new belts, grease bearings, cleaning, pumps, motors, boilers, chillers, generators, etc.

Priority 4: Corrective maintenance issues called in to M&O by our customers. The focus is on repair of buildings, equipment or systems that are not working. These items may be prioritized higher depending upon the circumstances.

- Building Appearance (4) **14-60 day response.** Provide repairs and service to problems that arise regarding the appearance of building interior or exteriors, e.g. removing vandalism, painting under projects or approved painting requests only, etc.
- Building Control System (4) **7-60 day response.** Provide maintenance and repairs to the building automation control system that monitors and controls building heating/cooling and other building mechanical functions or systems, i.e. fire alarm systems, security systems, and building automation systems.
- Building Repairs –
floors, walls, ceilings (4) **14-60 day response.** Provide maintenance and repairs to the building, including doors. Doors, windows, flooring, walls, and ceilings. For specific building system problems: see also electrical, security, plumbing, or lighting.
- CCTV/Access Controls (4) **7-60 day response.** Provide maintenance and repairs to the detention system for Adult and/or Juvenile Detention and access control systems (card reader). Includes electronic detention systems, i.e. intercoms, MC panels and electronics. Parts and new CCTV may be funded by the customer. Other County owned office building CCTV systems and access controls may be covered.
- Electrical (4) **7-60 day response.** Provide maintenance and repairs to the electrical systems. May support the addition of new circuits in Facilities-owned buildings only for work stations and copy machines or other equipment. New circuits requested by a Department for their unique operation or work stations will be funded by that Department.
- Elevators (4) **7-60 day response.** Respond to problems with County owned elevators only. Assist elevator repair technicians with repairs to elevators and access issues.

- Fairgrounds Work Requests (4) **14-60 day response.** Provide assistance as requested to Fairgrounds Facility Maintenance Crew for specific tasks. Labor and materials may be charged for services.
- HVAC Systems (4) **5-60 day response.** Provide maintenance and repairs to building Heating, Ventilation and Air Conditioning Systems, change filters, belts. (Also see work and space comfort.)
- Keys (4) **7-14 day response.** Submit a key request form from share point popular forms with the last four digits of the person's Social Security or Employee number. Do NOT use their entire SS number. Include the type of key(s) required. (One request form per person.) Have the person authorized to approve the key request sign next to "Action" at the middle of the printed work request. Then send printed request via interoffice mail to Central Services/Facilities Division.
- Key Cards (4) **7-14 day response.** Submit a key card access authorization form from share point with the Employee number and hire date. Include areas that access is required. (One request per person.) Have the appointed authority authorized sign the access form then send the printed request via interoffice mail to Central Services/Facilities Division.
- Lighting (4) **5-60 day response.** Provide maintenance and repairs to building lighting systems. Includes replacement of light bulbs and fixture repairs. (See also- Site Issues for outside lighting.)
- Locks and Door Hardware (4) **1-30 day response.** Work on doors, door locks, hardware, closers, and door closed indicators and access as needed in County-owned buildings only.
- Pest Control (4) **1-60 day response.** Includes response to complaints and treatment when required. Provide assistance in response to apparent pest infestations in compliance with the county pest control policy. May include coordinating the work of an outside pest control contractor.
- Phones in Jail Visiting (4) **1-7 day response.** Work on jail visitors' area phones only. No service is provided on the inmate tank phones.

Plumbing (4) **1-30 day response.** Provide maintenance and repairs to the building plumbing systems, including corrections plumbing systems; back flow preventer testing, rain water treatment.

Surplus Property (4) **60-120 day response.** Moving surplus property only, disassembling property for surplus, transporting surplus of no value to the dump, claimed surplus transport by Dept.

Work Space Comfort (4) **1-7 day response.** Research comfort issues in individual work spaces, provide modifications to heating/cooling as available within the HVAC system.

Priority 5: Work in this area is mainly requests for changes or modifications to work spaces. Work is done on a staff available basis. Some of these items may also be prioritized higher depending upon the particular circumstances.

Bids and Estimates (5) **30-60 day response.** Provide cost estimates for doing minor remodel or maintenance work not Included within Base Level Services. Provide assistance in obtaining bids from outside contractors or vendors for work not included within Base level Services.

Building Construction (5) **May not be provided.** Implement major enhancements to buildings and/or building systems as time permits.

Building Modification (5) **May not be provided.** Implement major enhancements to buildings and/or building systems as time permits.

Contracts (5) **30-90 day response.** Initiating a contract for services or materials.

Day Custodial Service Requests (5) **1-7 day response.** Provide specific day custodial services. This is for special requests for service or specific areas where custodial service is required, e.g. spills. Email Custodial staff in GroupWise Address Book under "Custodial."

Furniture Moving/Repair **NO LONGER PROVIDED.** Furniture, moving services and counter repair/modifications, assembly and/or moving services between buildings and offices of property owned by a department is not provided. Contact an outside vendor or moving company for assistance.

- Keyboard Trays (5) **30-90 day response.** Keyboard trays MAY be installed on a LOW priority basis if and when time permits. SEE MOUNTING TO WALLS for shelving, bulletin boards, wall hung cabinets, pencil sharpeners, etc.
- M&O Project Work Orders (5) Work orders that take longer than two weeks.
- Mounting to Walls (5) **60-120 day response.** Bulletin Boards, wall hung cabinets, pencil sharpeners, or any wall mounting of any kind MAY be installed on a LOW priority basis if and when time permits.
- Signage (5) **60-120 day response.** Provide signs in parking lots and/or to buildings related to the Facilities-owned buildings only. No services are provided to leased buildings or a department's own unique operation. Some requests may be funded by the department making the request.
- Site Issues – Parking/Drainage (5) **1-60 day response.** Provide maintenance and repairs to systems servicing the entire Outside e.g. drainage, storm water filter maintenance, parking, outside lighting.
- Technical Consultation (5) **30-60 day response.** Provide assistance in acquiring the services of Central Services on-call consultants (architects and/or engineers) for technical consultations.
- Project Support/Special Projects (2) **7-60 day response.** Provide project management or project support to construction and/or space planning efforts.
- Corrections Kitchen/Laundry **Service not provided.** Repair to kitchen equipment in corrections such as but not limited to dishwasher, laundry equipment, refrigerators, freezers, ovens, garbage disposal, etc.
- Not Prioritized: 30-120 day response.** Facilities Management lists the following services provided to our customers. This work may be done by sections of Facilities other than M&O.
- Building Drawings Provide electronic or hard copies of Master Drawing floor plans for county-owned or leased facilities.

Facilities Division Issues Only	Including staff meetings, job walk-throughs, training, personnel issues, and administration. Work, small jobs or work for Central Services Divisions, etc.
Lease Administration	Search for, negotiate terms of, and recommend lease facilities in response to County space needs and operational requirements. Provide ongoing coordination of lease related matters between tenants and landlords.
Master Drawing Modifications	Make modifications to County master drawing as a result of changes that have been made to the building with a construction or remodel project.
Property Administration	Acquisition of strategic improved and unimproved real property or disposal of real County-owned property and of strategic improved real property as directed by the BoCC.
Space Planning	Technical assistance to Departments and offices in planning space use for County business.

Detention Facilities

The following list may contain items Facilities supports but tenant pays for parts and contracted support. Services may be contracted:

- Kitchen Equipment repairs and parts: Stainless on walls, freezers, refrigerators, steam kettle, ovens, dishwasher, garbage disposal, etc. are outsourced, i.e. tenant contracts with outside contractor.
- Kitchen duct wash down and fire suppression system outsourced some wash down maintained by Facilities with parts by tenant or Facilities.
- Laundry Equipment outsourced by Corrections.
- CCTV cameras, monitors, repairs and parts maintained by Facilities with parts from property reserves.
- Internal door controls and lock parts maintained by Facilities parts by tenant or Facilities.
- Door closures maintained by Facilities.
- Secure area intercom system repair and parts maintained by Facilities with parts by tenant or Facilities.
- Vandalism: All: Toilets, light fixtures, etc. may be paid by tenant.

- Control Electronics. Some outsourcing and some maintained by Facilities with parts by tenant or Facilities.
- Office furniture repair. Outsourced.
- Requests to add to the Facility: Such as fences, barbed wire, CCTV, new electrical circuits, etc., cost negotiated between Facilities and Tenant.
- Secure area glass for cells, doors, nurse's station, etc. maintained by Facilities with parts by tenant or Facilities.
- Sally port roll up door. Maintained by Facilities.
- Anything owned by tenant: Such as rotating property rack, TVS, copy machines, UA Equipment, gun locker, visitor's boxes and locks, CCTV, etc. Outsourced or by others. Parts funded by tenant.
- Potable water testing vendor supplied.
- Card Reader Systems: The card reader device at each door and the controller will be covered against defects. Client damage will be covered by the tenant. The request for added reader devices and controllers in order to expand the system will be negotiated. The County will coordinate the upgrade and cost of software as required. The County will upgrade the PC operating the card reader system and the card reader system through the County's ITRP replacement program only to the required standard to operate the card reader software. Tenant is responsible for the tracking, storage, archiving of data, and all card related costs/efforts.

LEASE
ATTACHMENT B

THURSTON MASON BEHAVIORAL HEALTH ORGANIZATION, LLC
Potential Work Projects

A list of work projects for 2019 are as follows:

Bathroom remodel

Funding for projects proposed by Lessor for major maintenance and renewal work to be performed on the building is subject to approval by The Thurston County Board of County Commissioners. Lessor cannot guarantee implementation of any work in the year proposed or any future year until/unless the project funding is approved by The Board.

MULTI USE JURAT

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this 31 day of July, 2019 before me personally appeared Mark Freedman and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Pamela R. Clement
Notary Public in and for the State of Washington,
Residing at Lacey WA
My commission expires 11/12/2019

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 24 day of July, 2019, personally appeared before me Monica Gorman, Interim Director, Central Services Department, Thurston County, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Labonita I. Bowmar
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 12-29-2021

