AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Lease Agreement; Community Church of Gunnison; Courtrooms, Meeting Space and Storage at 117 N. Iowa Street, Gunnison, CO 81230; 1/1/14 thru 6/30/15; $33,300

Action Requested: County Manager Signature

Parties to the Agreement: Community Church of Gunnison

Term Begins: 12/1/13 **Term Ends:** 6/30/2015 **Grant Contract #:**

Summary:
Lease Agreement with Community Church for use of space in Webster Hall, 117 N. Iowa, for courtrooms, public meetings and limited storage

Fiscal Impact: 33,300.00 for 18 months

Submitted by: **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Costs avoided during the construction period (Courthouse utilities, etc.) will pay for this rental agreement.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 11/26/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 11/26/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 11/28/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/17/2013 Follow Up Agenda Date:

Revised April 2013

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 10th day of December, 2013, by and between the COMMUNITY CHURCH OF GUNNISON, whose address is 107 North Iowa, Gunnison, Colorado (hereinafter "Lessor") and BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County").

WHEREAS, Lessor owns the real property known as Webster Hall located at 117 N. Iowa, Gunnison, CO 81230 (hereinafter "Webster Hall"); and

WHEREAS, Lessor has determined that it would be in Lessor's best interest if a portion of Webster Hall, consisting of approximately N/A sq. feet (the "Leased Space"), a floor plan with identified area's of use is attached hereto as "Exhibit A", were leased to Gunnison County for public courtroom space and facilities, meetings, and limited storage space, pursuant to Gunnison County to provide courtroom and facilities for Colorado state courts; and

WHEREAS, Gunnison County desires to lease from Lessor the Leased Space, and Lessor desires to lease to the Gunnison County the Leased Space; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Lessor and Gunnison County do hereby agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases to the Gunnison County the Leased Space as an office space and to occupy and use the same only as set forth in this Lease Agreement.

2. TERM OF LEASE.

The term of this Lease Agreement shall commence on January 1, 2014, and terminate on June 30, 2015, unless otherwise terminated or extended under the terms of this Lease Agreement or mutual agreement of the Lessor and Gunnison County. Lessor hereby grants Gunnison County an option to extend this lease, under the terms and conditions contained hereunder, for a period not to exceed six months. Gunnison County shall be required to provide Lessor with written notice of Gunnison County's intent to extend no later than forty-five (45) days prior to the natural termination of this Agreement.

Lessor additionally grants Gunnison County permission to enter the Leased Space commencing December 1, 2013 to prepare the Leased Space for Gunnison County's use. Gunnison County agrees that it shall not disturb any of Webster Hall's additional renters during their date and time of use, nor shall Gunnison County impede the Lessor's use or utilization of Webster Hall during this early admittance time period.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use Webster Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use. Gunnison County recognizes that the Lessor has additional renters using the Leased Space. Gunnison County recognizes that these renter's times and dates of use are not available to Gunnison County and Gunnison County must schedule around these previously set dates and times.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor THIRTY THREE THOUSAND THREE HUNDRED AND 00/100 U.S. Dollars ($33,300.00) for the eighteen month rental period. Gunnison County shall pay monthly installment payments of ONE THOUSAND EIGHT HUNDRED FIFTY AND 00/100 U.S. Dollars ($1,850.00) commencing January 15, 2014 and shall by paid on or before the 15th day of each month thereafter for the term of this Agreement. Said payment shall be payable to Webster Hall and forwarded by US mail to the Community Church, 107 N. Iowa, Gunnison, CO 81230. Gunnison County shall pay a late charge of $50.00 plus interest at the rate of one and one half percent (1.5%) per month (18% per year) on any rent or other payments which are not paid within five (5) days of the due date.

5. UTILITIES.

Lessor shall provide for utilities for heating, water and electric for the Leased Space in Webster Hall. Gunnison County shall be responsible for telephone, internet and any and all other costs not identified herein that may be associated with Gunnison County's use of the Leased Space.

6. USE OF PROPERTY.

Gunnison County shall use the Leased Space exclusively and only for public Court rooms and meeting space. Gunnison County agrees to conduct its uses of the Leased Space in an orderly and good workmanship manner. Gunnison County, its agents, and employees, will not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Leased Space. There shall be no alcohol allowed in Webster Hall or Leased Space.

7. FURTHER ORDERS, RULES AND REGULATIONS.

Lessor and Gunnison County agree that, during the term of this Lease Agreement, in addition to or notwithstanding any terms of this Lease Agreement, Lessor may adopt and enforce such orders, rules or regulations as in the discretion of the Lessor which is reasonably necessary for the administration, protection or maintenance of Webster Hall and Leased Space.

8. OPERATIONS.

Gunnison County agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Gunnison County's business and use of the Leased Space.

9. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessor shall provide for the maintenance, repairs and necessary improvements to Webster Hall and Leased Space. Lessor shall provide weekly janitorial service to keep and maintain the auditorium, fireplace room, vestibules, hallways, restrooms and other areas in a neat, clean and sanitary condition. Gunnison County shall provide snow removal to remove snow from the exterior walkways and entrances to Webster Hall on Monday-Friday. Gunnison County shall be responsible for the setting up and taking down of the rooms (meaning setting of tables and chairs and any other equipment and putting the same away) at the end of the business day.

Gunnison County shall not modify, alter or reconstruct Webster Hall or Leased Space without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on or about the Leased Space, including all fixtures temporarily affixed to the Leased Space but which may be removed without damage thereto, shall remain the items of Gunnison County and Gunnison County shall have the right at any time during the term hereof or at its termination, to remove all such equipment. Gunnison County further agrees to repair or replace any damage caused to Webster Hall by Gunnison County's agents, invitees, guests, members of the public required to be in Webster Hall for Gunnison County's use purposes, and employees.

10. ADDITIONAL AGREEMENTS:

a. Exclusive Scheduling Priority: Except as outlined herein, Lessor grants to Gunnison County an exclusive priority in scheduling at Webster Hall. Gunnison County and the Gunnison Combined Courts Court-Clerk and Judges, shall be granted access to Lessor's electronic calendar and Gunnison County and the Gunnison Combined Courts Court-Clerk and Judges agree to keep confidential and not disseminate any access codes or passwords to said calendar. Lessor agrees to make no new scheduling in the Leased Space during the course of this agreement. Any additional new scheduling by the Lessor will be coordinated with Gunnison County and the Gunnison Combined Courts Court-Clerk and Judges, and confirmed that the anticipated use will not be interfered with prior to any new weekday scheduling by Lessor. Lessor reserves the exclusive right to schedule events during weekends. Gunnison County may only schedule weekend use with the express written consent of Lessor.

i. Gunnison County shall not have priority over, and therefore may not use the Leased Space on the following days and times:

1. Tuesdays and Thursdays 4:00pm,-7:15pm in the Fireplace Room;

2. Wednesdays 9-am – 2:00pm in the Fireplace Room

3. Tuesdays 6:00pm -10:00pm in the Auditorium;

4. Saturdays and Sundays;

5. Unless as otherwise indicated on the Webster Hall Calendar.

b. Storage: Lessor agrees to provide a designated Storage room for Gunnison County's exclusive use. Said Storage room is designated on the above referenced Exhibit A.

c. Rear Door Repair/Replacement: Gunnison County agrees to repair or replace Webster Hall's rear door, located on the Northwest corner of the building, which shall be utilized by Gunnison County for the entrance for prisoner transport.

d. Door Code: Lessor shall provide Gunnison County with a code to the front door for Gunnison County's use. Gunnison County agrees to keep confidential and not disseminate any access codes provided by Lessor.

e. Jury Room: Lessor agrees that an area will be provided to Gunnison County to act as a Jury Room during the conduct of trials.

11. TAXES.

Lessor shall keep Webster Hall and Leased Space free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, county, state and federal) which may now or hereafter be imposed.

12. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the contrary, in the event Webster Hall or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Lessor shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Leased Space or improvements.

13. LIABILITY.

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease Agreement, comprehensive general public liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

(b) Comprehensive General Public Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Fifty Thousand and No/100 U.S. Dollars ($950,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease Agreement, personal property insurance coverage on any and all of Gunnison County's personal property in Webster Hall or Leased Space (i.e. Furniture, fixtures, computer equipment, etc.).

Gunnison County shall provide Lessor with copies of appropriate insurance policies, as described above, within thirty (30) days after the execution of this Lease Agreement, listing Lessor as an additional insured. The insurance coverage required pursuant to this paragraph 12 shall remain in force during the term of this Lease Agreement and no cancellation or reduction may be made without thirty (30) days prior, written notice to Lessor. Gunnison County shall not allow the placement of any lien or other claim against Webster Hall by reason of any improvements placed upon Webster Hall, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, Webster Hall, Leased Space or whatsoever.

Nothing in this Lease Agreement, including but not limited to the required insurance or the existence of the insurance required hereunder, is or shall be construed to be a waiver, in whole or in part, by the Lessor of any defense or claim of governmental immunity, or a waiver of any other provision of law relating to the liability of governmental units or the limits thereof, provided by the Colorado Governmental Immunity Act or otherwise.

14. WARRANTIES.

Lessor makes no warranties, either express or implied, as to any matter whatsoever, including but not limited to, the condition of Webster Hall.

15. OWNERSHIP.

Webster Hall is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Gunnison County shall have no right, title, or interest therein or thereto.

16. DEFAULT.

Gunnison County shall be considered to be in default of this Lease Agreement upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease Agreement which failure continues for a period of more than 30 days after written notice from the Lessor of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

17. TERMINATION.

This Lease Agreement shall be terminated if:

A. Gunnison County is determined to be in default as set forth in paragraph 16 above; or

B. Lessor determines that the Leased Space is not being used for the purposes as set forth in this Lease Agreement or an alternative use of said Leased Space would be more beneficial to the Lessor.

If this Lease Agreement is terminated, it is agreed that Lessor may retake possession of the premises upon thirty (30) days written notice to Gunnison County and that Gunnison County shall surrender and return the Leased Space to Lessor in good condition, normal wear and tear excepted.

18. **RIGHT TO RETAKE POSSESSION.** In the event that the Leased Space are left vacant or if there should be a default in the rent payments, or a default in any other covenant or provision to be performed by Tenant, as herein set forth, then the Lessor may without terminating this lease, retake possession of the premises and rent the same for such rental payments and upon such conditions as the Lessor may deem best, making such repairs and alterations to the premises as may be required, giving credit for the amount of rental payments so received, less all expenses incurred, to the Tenant and the Tenant shall be liable for the balance of the rental payments herein specified until the expiration of the term of this lease. Lessor shall have the right to accelerate and collect form the Tenant the entire amount of rent payable for the unexpired portion of Tenant's lease term, subject to Lessor's obligation to credit Tenant with any net rental proceeds actually received from a new tenant.

19. NOTICES.

Service of all notices under this Lease Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Community Church of Gunnison 107 N. Iowa Gunnison, Colorado 81230
Gunnison County:	Board of County Commissioners of the County of Gunnison, Colorado c/o County Manager's Office 200 East Virginia Avenue Gunnison, CO 81230

20. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Gunnison County shall not (a) assign, transfer, pledge, or hypothecate this Lease Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend Webster Hall or Leased Space or any part thereof.

21. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

22. SEVERABILITY.

In the event any term, condition or provision contained in this Lease Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Lease Agreement, then at the option of such party, this Lease Agreement may be declared to be terminated.

23. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/ or enforcement of this Lease Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease Agreement shall

be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

24. ENTIRE AGREEMENT.

Lessor and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Lessor and Gunnison County with the same formality as this Lease Agreement.

25. **MULTIPLE ORIGINALS, COUNTERPARTS & FACSIMILE/ELECTRINIC SIGNATURES.**

This Agreement may be executed in multiple duplicate originals to provide all parties and counsel with an original. This Agreement may also be executed in counterparts, all of which taken together shall constitute one Agreement, and any party may execute this Agreement by signing any such counterpart. Facsimile or electronic signatures shall be deemed acceptable for purposes of implementation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, Manager

ATTEST:

_____
Deputy County Clerk

COMMUNITY CHURCH OF GUNNISON

By: Dan Haberman

Dan Haberman, Executive Committee Chairman.