AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Lease Agreement; Queen of All Saints Catholic Church; Polling Location for the 2014 Primary and General Elections; 6/16/14 thru 11/5/14; $600

Action Requested: County Manager Signature

Parties to the Agreement: Queen of All Saints Catholic Church and BOCC

Term Begins: June 16, 2014 **Term Ends:** 11/4/2014 **Grant Contract #:** N/A

Summary:
Lease Agreement for use of Queen of All Saints Parish Hall in Crested Butte during Primary and General Elections as Voter Service and Polling Location-16 days total.

Fiscal Impact: Within 2014 budget - 01-113-7341.

Submitted by: Diane Folowell **Submitter's Email Address:** dfolowell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

$600 cost will need to be coverd in current budget of $145,849 non-payroll total of expenses in the Election 2014 budget. The account cited has nothing budgeted for 2014.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/13/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/14/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/15/2014

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

Agenda Date: 5/20/2014 Follow Up Agenda Date:

Revised April 2013

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this ___ day of April, 2014, by and between the Queen of All Saints Catholic Church, whose address is 401 Sopris Avenue, Crested Butte, 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 Parish Hall located at 401 Sopris Ave, Crested Butte, CO 81224 (hereinafter "Parish Hall"); and

WHEREAS, Lessor has determined that it would be in Lessor's best interest if Parish Hall were leased to Gunnison County for a Polling Location in Crested Butte, Colorado for Gunnison County Primary and General Elections in 2014; and

WHEREAS, Gunnison County desires to lease from Lessor the Parish Hall facilities, and Lessor desires to lease to the Gunnison County the Parish Hall facilities; 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 Parish Hall facilities as a Polling Location for the 2014 Primary and General Elections 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 June 16, 2014, and terminate on November 5, 2014, unless otherwise terminated or extended under the terms of this Lease Agreement or mutual agreement of the Lessor and Gunnison County.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use Parish Hall, conduct regular business, and construct improvements on it, for any and all purposes that will not substantially interfere with Gunnison County's use.

4. CONSIDERATION.

In full and complete consideration of the rights granted herein, Gunnison County shall pay Lessor Six Hundred AND 00/100 U.S. Dollars ($ 600 .00) for the term of the Lease Agreement. Said payment shall be payable to Lessor within 30 days of receipt of invoice.

5. UTILITIES.

Lessor shall provide for utilities for heating, water and electric for Parish 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 Parish Hall.

6. USE OF PROPERTY.

Gunnison County shall use Parish Hall exclusively and only for the 2014 Primary and General Election. Gunnison County agrees to conduct its uses of Parish Hall 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 Parish Hall. There shall be no alcohol allowed in Parish Hall.

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 Parish Hall.

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 Parish Hall.

9. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessor shall provide for the maintenance, repairs and necessary improvements to Parish Hall. Lessor shall provide weekly janitorial service to keep and maintain the 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 Parish 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 Parish Hall without the prior written consent of Lessor.

All equipment placed by Gunnison County at its expense in, on or about Parish Hall, including all fixtures temporarily affixed to Parish Hall 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 Parish Hall by Gunnison County's agents, invitees, guests, members of the public required to be in Parish Hall for Gunnison County's use purposes, and employees.

10. TAXES.

Lessor shall keep Parish Hall 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.

11. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the contrary, in the event Parish 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 Parish Hall or improvements.

12. 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 Gunnison County 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 Ninety Thousand and No/100 U.S. Dollars ($990,000.00).

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 Parish Hall (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 Parish Hall by reason of any improvements placed upon Parish Hall, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, Parish Hall 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.

13. WARRANTIES.

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

14. OWNERSHIP.

Parish 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.

15. 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.

16. 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 Parish Hall is not being used for the purposes as set forth in this Lease Agreement or an alternative use of said Parish Hall 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 Parish Hall to Lessor in good condition, normal wear and tear excepted.

17. 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: Queen of All Saints Catholic Chuch
401 Sopris Avenue
~~Crested~~ Butte, Colorado 81224

Gunnison County: Board of County Commissioners

of the County of Gunnison, Colorado
200 East Virginia Avenue
Gunnison, CO 81230

With Copy To: Gunnison County Clerk
Elections Office
221 N. Wisconsin
Gunnison, CO 81230

18. 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 Parish Hall or any part thereof.

19. 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.

20. 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.

21. 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.

22. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be

promptly followed with delivery of original executed counterparts.

23. 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.

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, County Manager

ATTEST:

_____
Deputy County Clerk

QUEEN OF ALL SAINTS CATHOLIC CHURCH

By: _____ Pastoral Assistant 5/55/14

RECEIVED
MAY 05 2014
GUNNISON COUNTY
ELECTIONS DIVISION