AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement for Use of Space, Mountain Meadow

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Colorado State University System

Term Begins: 01/01/2016 **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

This lease provides office space for the Weed Coordinator, his assistant and their files. It also provides heated storage for the chemicals.

Fiscal Impact: $2,427.06 in 2016

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this amount is included in the 2016 staff proposed budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/29/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/28/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/30/2015

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

Agenda Date: 11/3/2015

Revised April 2015

LEASE AGREEMENT
COLORADO STATE UNIVERSITY
FOR USE OF SPACE
MOUNTAIN MEADOW – CSFS GUNNISON DISTRICT FACILITY
GUNNISON BASIN WEED DISTRICT PROGRAM

THIS LEASE AGREEMENT ("Lease") is made and entered into effective this ____ day of _____, 201__ (hereinafter the "Effective Date") by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University (hereinafter referred to as "Landlord") and The Board of County Commissioners of Gunnison, Colorado, for the use and benefit of the Gunnison Basin Weed District Program, whose address or principal place of business is 200 East Virginia, Gunnison, Colorado 81230 (hereinafter referred to as "Tenant").

RECITALS

A. The Tenant desires to continue to lease the premises described herein for general office space.

B. The Landlord agrees to continue to lease the Premises to Tenant under the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the performance of the covenants and agreements by Tenant as hereinafter set forth, the Landlord and Tenant, hereinafter referred to as the "Parties", agree as follows:

1. Leased Premises. Landlord does hereby lease unto Tenant approximately 114 rentable square feet (RSF) of office space in Room 109, at the Mountain Meadow Research Center, 106 Maintenance Drive, P.O. Box 1390, Gunnison, Colorado 81230-1390, as depicted on Exhibit A attached hereto and by this reference made a part hereof (the "Premises"). The building in which the Premises are located shall be hereinafter referred to as the "Building." Tenant is taking the Premises "AS IS" and acknowledges that Landlord has made no representation or warranty regarding its condition or suitability. Landlord is not obligated to make any improvements, changes, removals, or repairs of any kind.

2. Term; Rent.

A. Term. Except as hereinafter provided, the term of this Lease (hereinafter "Term") shall begin on January 1, 2016 (the "Commencement Date") and shall end on December 31, 2016 (the "Expiration Date"), unless sooner terminated in accordance with the terms and conditions contained in this Lease, at and for the annual lump sum rent as follows:

TERM DATE	ANNUAL TERM RENT	MONTHLY RENT	ANNUALIZED SQ. FOOT COST
01/01/2016 - 12/31/2016	$2,427.06	n/a	$ 21.29

B. Rent. Rent due for the Premises shall be paid on or before the date on which the Lease Term commences, and on or before the first day of January for any Renewal Term thereafter, in one lump sum, without invoice, notice, set off, abatement or diminution. Payments to Landlord made by check shall be payable to "Colorado State Forest Service" and delivered to the Landlord at:

Colorado State Forest Service
State Office Headquarters
3843 La Porte Ave., Foothills Campus
Colorado State University
Fort Collins, CO 80523-5060

or, at such other place that the Landlord may designate in writing.

C. Optional Renewal Term(s). Upon mutual agreement, Tenant and Landlord shall have the option to extend the term of this Lease for up to four (4) consecutive periods of one (1) year each (each a "Renewal Term"). In order to exercise each option for a Renewal Term, Tenant shall give written notice of such request to Landlord not later than three (3) months prior to the end of the then effective Term. Upon receipt of such request, Landlord shall notify Tenant whether it will agree to the renewal no later than two (2) months prior to the end of the then effective Term. In no event shall this Lease renew after December 31, 2020, unless approved by written agreement between the Parties. All terms and conditions of this Lease shall remain in effect during any Renewal Terms. Renewal Term rental will be the amount for the previous year plus a three percent (3%) annual adjustment for each Renewal Term as shown below:

OPTIONAL RENEWAL TERM DATES	ANNUAL TERM RENT	MONTHLY RENT	ANNUALIZED SQ. FOOT COST
01/01/2017 - 12/31/2017	$2,499.87	n/a	$ 21.93
01/01/2018 - 12/31/2018	$2,574.87	n/a	$ 22.59
01/01/2019 - 12/31/2019	$2,652.11	n/a	$ 23.26
01/01/2020 - 12/31/2020	$2,731.68	n/a	$ 23.96

3. Permitted Use. Tenant shall utilize the Premises and Building only for office space. Tenant shall utilize the Premises and Building in a careful, safe and proper manner. Tenant shall pay Landlord on demand for any damage to the Premises or Building caused by misuse or abuse thereof by Tenant, its agents or employees, or any other person entering upon the Premises and Building under the express or implied invitation of Tenant. Tenant shall not utilize or permit the Premises or Building to be used for any purposes prohibited by the laws of the United States or the State of Colorado, or by the ordinances of the city and county in which the Premises are located. Tenant shall not commit waste nor permit waste to be committed, nor permit any nuisance on or in the Premises or Building. Tenant acknowledges that Landlord makes no representation or warranty that the leased Premises are accessible, or will be accessible in the future, to persons with disabilities, or that the Premises and Building complies with any accessibility standards or requirements of the Americans With Disabilities Act or any other state or federal law concerning access to public accommodations or places of private or government business. Tenant shall be solely responsible for conducting its business in compliance with such laws. Tenant hereby indemnifies and holds harmless Landlord from any and all claims, demands, causes of action and damages arising

from, or relating to, any alleged insufficiency of accessibility of the Premises and Tenant's place of business therein.

4. Compliance with Laws. The Tenant shall comply with all local, state and federal laws and regulations and all rules and policies that Landlord may from time to time establish for the Premises and Building.

5. Utilities, Telecommunications Services, Maintenance, Taxes. Landlord shall provide heat, ventilation, light, and electricity five days per week (Monday–Friday, excluding holidays), phone and internet access, trash removal, janitorial and cleaning services once per week to the Premises, and snow removal at entrances and sidewalks of the Building. Landlord shall furnish such electrical service to the Premises as may in Landlord's judgment be reasonably required for the use of the Premises. Tenant agrees that Landlord shall not be liable for any failure to provide such electrical service during any period when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue electrical service at such times as may be necessary when, by reason of accident, unavailability of employees, strikes, repairs, alterations or improvements, or whenever by reason of strikes, walkouts, acts of God, or any other event beyond the control of Landlord, Landlord is unable to provide the same. The Parties acknowledge that the Landlord is a tax-exempt organization and that at this time no real or personal property taxes are assessed the Landlord. However, if at any time during the term, the use of the Premises is taxed, then the Tenant shall pay such taxes. Tenant is responsible for any possessory interest taxes during the term of the Lease. Landlord shall maintain the exterior of the Building, the roof, and the structural components of the Building, in good order and repair, except for damage or injury caused by Tenant or its guests, invitees, agents, or employees, including, without limitation, damage to the heating, plumbing, and electrical systems caused by Tenant's actions or failure to act, in such event Tenant shall be responsible for all costs of repair or replacement resulting from such action or inaction. Landlord shall have the right to enter the Premises at reasonable times for the purpose of maintenance, or making necessary inspections, equipment inventories and repairs.

6. Additional Obligations of Tenant.

A. Maintenance of Premises. Tenant shall, at its sole cost and expense, keep the Premises in good, clean and orderly condition. If, as a result of Tenant's actions or inactions, any repairs or maintenance to the Premises is needed, Landlord may perform or cause to be performed any such repairs or maintenance, at Tenant's sole cost and expense. The cost of those repairs or maintenance shall become immediately due and payable upon notice to Tenant.

B. Signs. Tenant shall not post any signs without the prior written consent of Landlord.

7. No Modifications or Alterations. Tenant shall not make any modifications or alterations to the Premises without the prior written consent of Landlord. Any modifications or alterations approved by Landlord shall be completed through Landlord at Tenant's expense.

8. Assignment and Subletting. Neither this Lease nor any interest herein may be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise. In addition, Tenant agrees that it will not sublet the Premises, or any part thereof, or any interest therein. Any subletting or assignment in violation of this Section shall be null and void. Landlord may assign or transfer its rights and obligations under this Lease and agrees to notify Tenant in writing of the effective date of such assignment or transfer. Any such assignment shall not diminish or adversely affect the rights of the Tenant under the terms of this Lease.

9. Insurance. Tenant shall acquire and maintain for the Term of this Lease, at its own expense, comprehensive general liability and business property, fire and casualty insurance coverage against personal injury, sickness, or disease, death, and property damage resulting from Tenant's use and occupancy of the Premises. The fire and casualty insurance must be provide full replacement coverage, without deduction for depreciation, in sums satisfactory to the Landlord. The limits of liability coverage shall not be less than $1,000,000 each occurrence and $1,000,000 aggregate. All such insurance shall be procured from a responsible insurance company or companies authorized to do business in Colorado and approved by Landlord, which approval shall not be unreasonably withheld. All such policies shall name The State of Colorado, The Board of Governors of the Colorado State University System, and Colorado State University as additional insureds. If Tenant is a governmental entity governed by the Colorado Governmental Immunity Act (C.R.S. §24-10-101 *et seq.*) and is self-insured, Tenant shall furnish evidence of such insurance in lieu of the coverages described in this paragraph. The Tenant shall provide all unemployment and workers compensation insurance for its employees as required by law. Tenant shall submit proof of such coverage at the time of execution of this Lease and periodically thereafter as may be requested by Landlord.

10. Indemnification. To the fullest extent allowed by law, Tenant hereby agrees to indemnify, defend, and save Landlord harmless from any and all liability, loss, damages, costs, or expenses, including attorneys' fees on account of injuries to persons or property of Landlord or of any other person where the injuries are caused by the negligence or willful misconduct of Tenant, its agents or employees, or of any other person entering upon the Premises or the Building under the express or implied invitation of Tenant, or where such injury occurs as a result of the violation of the provisions of this Lease by any such person. To the fullest extent allowed by law, Tenant hereby agrees to indemnify, defend, and save Landlord harmless from any and threats or claims made by any person on account of injuries to persons or property related to the activities conducted by the Tenant or any services provided by the Tenant to third parties. Tenant shall keep the Premises and the Building free of any liens or claims by third parties and shall, to the fullest extent allowed by law, indemnify and hold the Landlord harmless therefore.

11. Casualty. If the Premises are materially damaged, as determined by Landlord, in its sole judgment, by an act of God, fire or other catastrophe, then Tenant may terminate this Lease from the date of the occurrence of such damage. If Landlord terminates the Lease, then Tenant shall surrender the Premises and all interest therein, and Landlord may re-enter and take possession of the Premises and remove Tenant therefrom. Tenant shall pay Rent, duly apportioned, up to the time of such termination of this Lease. Landlord may, however, in the alternative, elect not to terminate the Lease, in which case it shall repair the damage so done with all reasonable speed, and the Rent shall be abated on a pro rata basis only for the period during which Tenant shall be deprived of the use of some or all of the Premises by reason of such damage and the repair thereof. The Rent, until the completion of such repairs or restoration, shall abate in proportion to the area of the Premises which is unusable by Tenant. If the Premises, without the fault of Tenant, shall be slightly damaged by fire or other catastrophe but not so as to render the same untenantable, Landlord, after receiving notice in writing of the occurrence of the injury, shall cause the same to be repaired with reasonable promptness; but in such event, there shall be no abatement of the Rent.

12. Default; Termination.

A. In the event that Tenant shall breach any of the agreements, terms, covenants or conditions hereof on Tenant's part to be performed, Tenant shall be in default under the terms and conditions of this Lease. In the event of default, Landlord shall have the right to terminate this Lease on written notice to Tenant and, without demand or notice, to reenter and take possession of the Premises and repossess the same, expelling Tenant and those claiming by, through or under Tenant and removing the effects of both or either, without being liable for prosecution thereof, without being deemed guilty of trespass and without prejudice to any remedies for Tenant's breach of the covenants and conditions hereunder. In the event of Landlord's election to proceed under this Section, then such repossession shall not relieve Tenant of its obligation and liability under the Lease, all of which shall survive such repossession. Tenant shall pay to Landlord the Rent specified in this Lease which would be payable hereunder if such repossession had not occurred.

B. Notwithstanding any other provision herein, this Lease may be immediately terminated by Landlord, in whole or in part, at any time and for any reason. Any such termination shall be effected by delivery to Tenant of a notice of termination.

13. Tenant's Obligations upon Termination. Upon termination of this Lease, either by lapse of time or otherwise, Tenant shall peaceably surrender the Premises in good condition and repair, except for ordinary wear and tear. Tenant shall remove all personal property upon such termination and shall repair all damage to the Premises caused by such removal. If Tenant shall fail to vacate the Premises upon expiration or sooner termination of this Lease and remain in possession of said Premises, without a written agreement as to such possession, then such holding over shall be deemed to be a tenancy from month-to-month at a new rental amount of 150% of the then current annual rental rate as of the date of expiration or sooner termination pursuant to the Lease. Such possession shall be subject to all of the other terms and conditions contained in this Lease and subject to all the laws of the State of Colorado applicable to such tenancy.

14. Attorneys' Fees. Tenant agrees to promptly reimburse Landlord for any costs or attorneys' fees incurred by Landlord on account of any breach by Tenant of this Lease.

15. Waiver; Amendment; Entire Agreement. The failure of Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach of such agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach hereof shall be waived, altered or modified, except by written instrument executed by Landlord. This Lease and the exhibits attached hereto contain the entire agreement of the Parties with respect to the subject matter of this Lease, and supersede all prior negotiations, agreements and understandings with respect thereto. The Lease cannot be amended, modified, waived or discharged except in writing signed by both Parties.

16. Tenant's Personal Property.

A. Loss or Damage. Tenant agrees that all property of Tenant, Tenant's agents, employees, customers and guests kept or stored on the Premises or in the Building shall be at the sole risk

of Tenant and that Landlord shall not be liable for any damage or loss to any such property of any kind or description whatsoever, or for damage or loss suffered by the business or occupation of Tenant caused by (1) bursting, overflowing or leaking of water, sewer, or steam pipes; (2) heating or plumbing fixtures, or from electric wires; (3) from gases or odors; or (4) caused in any other manner whatever, except the gross negligence of Landlord.

B. Removal. If Tenant fails to remove all its effects from the Premises upon abandonment or upon the termination of this Lease, for any cause whatsoever, Landlord, at its option, may remove the same in any manner that it shall choose, and store the effects without any liability to Tenant for loss or damage. Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including court costs, attorneys' fees and storage charges. Landlord, at its option and without notice, may sell said effects, or any of the same, at public or private sale, for such prices as Landlord may obtain. The proceeds of such sale may be applied to any amounts due Landlord under this Lease, including removal expense. If said property, or any portion thereof, shall be offered at public auction, Landlord may become the purchaser thereof.

17. Parking. Tenant's patrons shall have the right to use such parking as is reasonably designated by Landlord from time to time. Tenant agrees that such use shall be at the sole risk of Tenant, Tenant's employees and patrons, and that the Landlord shall not be liable for any injury or damage occasioned by such use.

18. Time of the Essence. Time is of the essence of this Lease and of all of its provisions.

19. Hazardous Materials. Tenant shall not cause or permit the introduction of any hazardous materials or products containing hazardous chemicals upon the Premises without the prior written consent of Landlord. Products containing hazardous chemicals are those products defined as hazardous by state or federal regulations. Upon Landlord's request, Tenant shall provide Material Safety Data Sheets for the materials subject to this provision. Tenant also agrees that it will promptly notify Landlord of its receipt of any notice of a violation of any environmental laws during the term of this Lease, and will immediately provide copies of the same to Landlord.

20. Government Immunity. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* (the "CGIA"), as now or hereafter amended. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the CGIA and C.R.S. § 24-30-1501 *et seq.*, as now or hereafter amended. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Landlord or Tenant to the above cited laws.

21. No Beneficial Interest. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

22. No Corrupt Influences. The signatories hereto aver that they are familiar with §18-8-301, *et seq.*, (Bribery and Corrupt Influences) and §18-8-401, *et seq.*, (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

23. Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following addresses:

To Landlord:

Vice President for
University Operations
318 Administration Building
Colorado State University
Fort Collins, CO 80523-6001

To Tenant:

The Board of County Commissioners
of Gunnison Colorado
200 East Virginia
Gunnison, CO 81230
Phone: 970-641-0248

With Landlord Copies to:

Office of General Counsel
01 Administration Building
Colorado State University
Fort Collins, CO 80523-0006

CSU - Real Estate Office
2537 Research Blvd., Suite 200
P.O. Box 483
Fort Collins, CO 80522

24. Applicable Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease.

25. Captions, Construction and Binding Effect. The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this lease shall inure to the benefit of and be binding upon both the Landlord and the Tenant.

26. Severability. If any provision of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this lease shall remain in full force and effect.

27. ADDITIONAL PROVISIONS:

A. Landlord will provide Tenant with access to keys and card keys for the Premises upon commencement of the Lease. Tenant will be responsible for the cost of replacing lost keys and key cards.

B. Landlord has the right to relocate Tenant's office space, in whole or in part, to space comparable to the Premises in the Building, upon reasonable prior notice to Tenant.

C. At its sole discretion, Tenant may terminate this Lease upon thirty (30) days' notice to Landlord if the lack of handicapped accessibility impacts Tenant's employees or program delivery.

The Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the day and year first above written.

TENANT:

The Board of County Commissioners
Gunnison, Colorado,
for the use and benefit of the
Gunnison Basin Weed District Program

By: _____

Title: **Chairperson, Board of Commissioners**

Date Signed: _____

Tax ID Number: **84-6000-770**

LANDLORD:

The BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM,
acting by and through
COLORADO STATE UNIVERSITY

By: _____
Lynn Johnson
Vice President for University Operations

Date Signed: _____

LEGAL SUFFICIENCY:
Office of the General Counsel

By: _____
Jean M. Christman
Sr. Associate Legal Counsel

Date Signed: _____

APPROVED:
COLORADO STATE FOREST SERVICE

By: _____
Joseph A. Duda, Deputy State Forester

Date Signed: _____
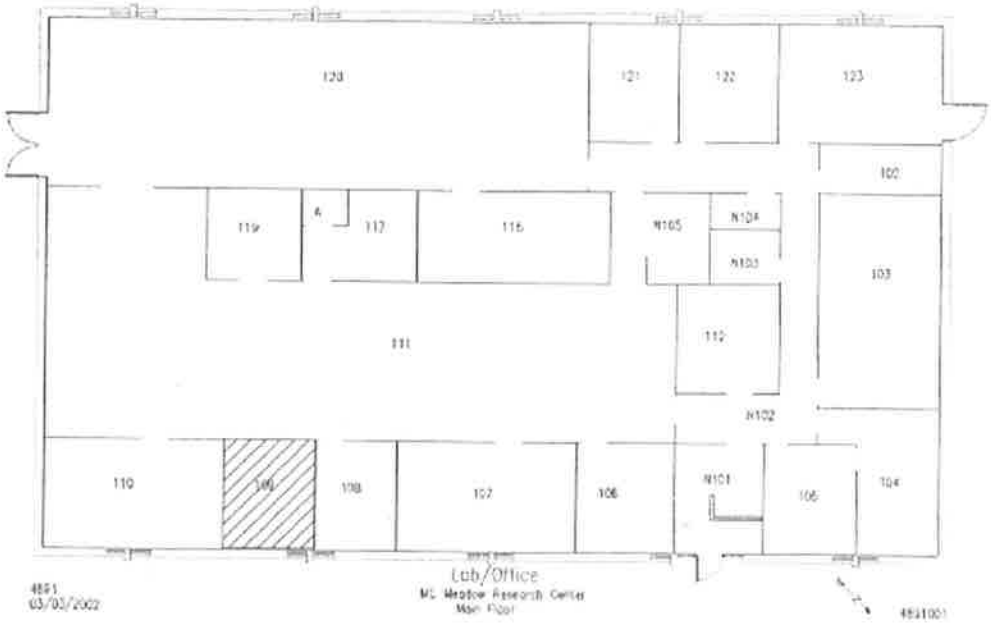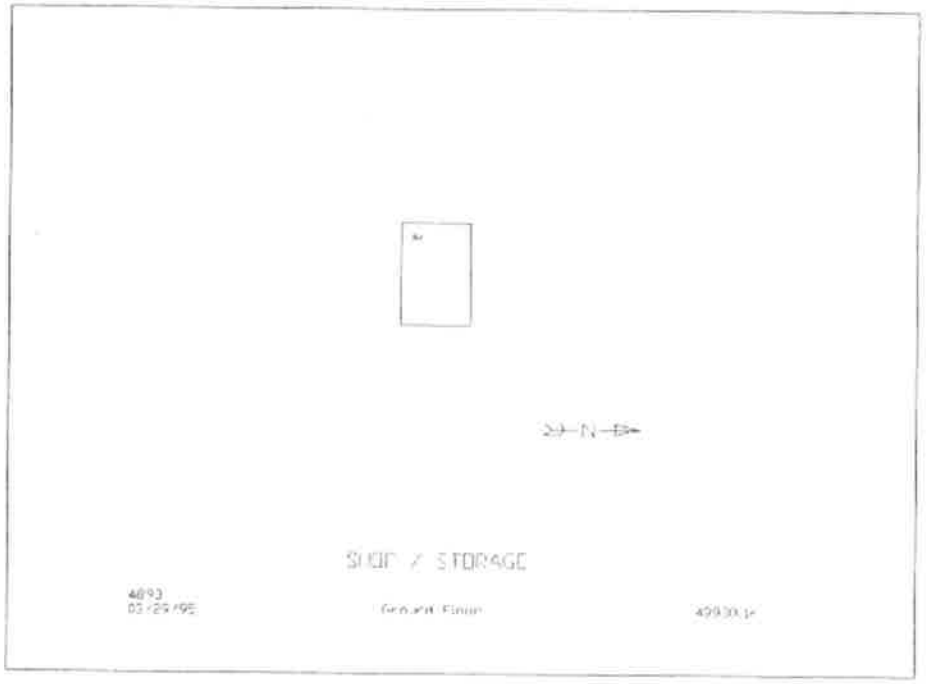
EXHIBIT A
PREMISES