AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; Bishop of Pueblo; Queen of All Sa

Action Requested: County Manager Signature

Parties to the Agreement: Bishop of Pueblo and BOCC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Contract for rental election location in Crested Butte CO.

Fiscal Impact: $300.00 rent

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

Finance Review: (●) Required ( ) Not Required

Comments:
Covered in 2015 adopted budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/26/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/27/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/27/2015

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

Agenda Date: 11/3/2015

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this "16" day of October, 2015, between the BISHOP OF PUEBLO, whose address is 1~~001 N. Grand Avenue~~, 101 North Greenwood Street Pueblo, Colorado 81003 ("Lessor"), the 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 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 N. Wisconsin Street, Gunnison, Colorado 81230 ("County Clerk").

WHEREAS, Lessor owns the real property known as Queen of All Saints Parish Hall located at 405 Sopris, Crested Butte, CO 81224 ("Church"); and

WHEREAS, Lessor would like to support the Crested Butte community by leasing the Church to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for the 2015 Coordinated Election; and

WHEREAS, Gunnison County desires to lease the Church from Lessor, and Lessor desires to lease the Church to Gunnison County; 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 the Church to Gunnison County as a VSPC for the 2015 Coordinated Election 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 October 26, 2015, and terminate on November 4, 2015, unless otherwise terminated or extended under the terms of this Lease Agreement or mutual written agreement of the Lessor and Gunnison County.

3. LEASE IS NONEXCLUSIVE.

Lessor expressly reserves the right to enter and use Church, 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 THREE HUNDRED AND NO/100 U.S. Dollars ($300.00) for the term of the Lease Agreement. Said payment shall be payable to Lessor within 30 days of execution of this Lease Agreement.

5. UTILITIES.

Lessor shall provide for utilities for heating, water and electric for the Church. 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 Church.

6. USE OF PROPERTY.

Gunnison County shall use the Church exclusively and only for a VSPC for the 2015 Coordinated Election. Gunnison County agrees to conduct its uses of the Church in an orderly 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 Church. There shall be no alcohol allowed in Church.

7. 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 Church.

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessor shall provide for the maintenance, repairs and necessary improvements to Church. 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 Church 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 each business day throughout the term of this Lease Agreement.

Gunnison County shall not modify, alter or reconstruct Church without the prior written consent of Lessor.

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

9. TAXES.

Lessor shall keep Church 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 related to the Church.

10. DAMAGE TO OR DESTRUCTION OF PROPERTY.

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

11. LIABILITY.

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease Agreement, comprehensive general 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 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 the Church (i.e. Furniture, fixtures, computer equipment, etc.).

Gunnison County shall provide Lessor with copies of appropriate insurance policies, as 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.

12. WARRANTIES.

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

13. OWNERSHIP.

The Church 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.

14. 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.

15. TERMINATION.

This Lease Agreement shall be terminated if:

A. Gunnison County is determined to be in default as set forth in paragraph 14 above; or

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

16. 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:	Bishop of Pueblo ~~1001 N. Grand Avenue~~ 101 North Greenwood St. Pueblo, CO 81003
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

17. 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 the Church or any part thereof.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY CLERK AND RECORDER

By: Kathy Simillion
Kathy Simillion, Clerk

ATTEST:
Marie L. Tolomeo
Deputy County Clerk

~~BISHOP OF PUEBLO~~

By: (10/16/15)
Father Andres Ayala-Santiago
St. Peter's Catholic Church

GUNNISON COUNTY SEAL COLORADO