AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Gunnison County Legal Instrument # _____

Date of Request: 3/19/2013 **Contractual Deadline:** **Received in Administration:** 3/20/13

Desired Agenda Date: **Amount of Discussion Time Desire**

Action Requested: Consideration of Agreement

Parties to the Agreement: CASA of the 7th Judicial District and Gunnison County

Term Begins: 12/1/2012 **Term Ends:** ######## **Grant or Contract #:**

Summary: Lease agreement with CASA for CASA's use of office space at the Family Services Center

Recommendation: Approval

Fiscal Impact: $237/month

Submitted by: CAO for CASA/DHHS **Return To:** CAO with copy to Renee Brown

Finance Department Review: ● Required ○ Not Required

Comments:

Same as last year - $237/month
included in budget

Signature Discharge Date

County Attorney Review: ● Required ○ Not Required

Comments:

Approved

Certificate of Insurance Required

Yes ✓ No ___ Initials (A)

Signature Discharge Date 3/19/2013

Returned to Administration: 3/27/13 **Original Returned:** B. Wiseman 3/28/13

County Manager Approval:

Signature MB 4/2/13 Date 3-27-13

● Consent Agenda ○ Regular Agenda Time Allotte _____ (6)

Revised January 2011

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on the 1st day of December, 2012, by and between 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 (hereinafter "Lessor") and CASA of the Seventh Judicial District, a Colorado nonprofit corporation, whose address is P.O. Box 1708 ~~3293~~, Montrose, Colorado 81402. (hereinafter "CASA").

WHEREAS, Lessor owns the real property known as the O'Leary Building, 225 N. Pine St. Suite C, Gunnison, CO 81230 (hereinafter the "O'Leary Building"); and

WHEREAS, Lessor has determined that it would be in the best interest of the public if a portion of the O'Leary Building, consisting of approximately 168 sq. feet (the "Leased Space"), were leased to CASA for office space; and

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

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

1. GRANT OF LEASE.

   Lessor hereby leases to CASA 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 December 1, 2012 and terminate on November 30, 2013, unless otherwise terminated or extended under the terms of this Lease Agreement or mutual agreement of the Lessor and CASA.

3. LEASE IS NONEXCLUSIVE.

   Lessor expressly reserves the right to enter and use the O'Leary Building, and construct improvements on it, for any and all purposes that will not substantially interfere with CASA's use.

4. CONSIDERATION.

   In full and complete consideration of the rights granted herein, CASA shall pay Lessor Two Hundred Thirty Seven and No/100 U.S. Dollars ($237.00) per month. Said payment shall be payable to the "Gunnison County Finance" and forwarded by US mail to 200 East Virginia, Gunnison, CO 81230. Payments shall be made in a timely manner and received no later than the 15th of every month.

5. UTILITIES.

Lessor shall provide for utilities for heating, water and electric, for local telephone service and an Internet connection for the Leased Space in the O'Leary Building. Lessor will not provide CASA with an e-mail address. CASA shall be responsible for any and all other costs not identified herein that may be associated with CASA's use of the Leased Space.

6. USE OF PROPERTY.

CASA shall use the Leased Space exclusively and only for an office space. CASA agrees to conduct its uses of the Leased Space in an orderly and professional manner. CASA, 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 the Leased Space.

7. FURTHER ORDERS, RULES AND REGULATIONS.

Lessor and CASA 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 in the sole discretion of the Lessor which are reasonably necessary for the administration, protection or maintenance of the O'Leary Building and Leased Space.

8. OPERATIONS.

CASA 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 CASA's business and use of the Leased Space.

9. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessor, at Lessor's discretion, shall provide for the maintenance, repairs and necessary improvements to the O'Leary Building and Leased Space. CASA shall not modify, alter or reconstruct the O'Leary Building or Leased Space without the prior written consent of Lessor.

All equipment placed by CASA 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 CASA and CASA shall have the right at any time during the term hereof or at its termination, to remove all such equipment.

10. TAXES.

Lessor shall keep the O'Leary Building 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.

11. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the contrary, in the event the O'Leary Building 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.

12. LIABILITY

CASA agrees to obtain and keep in force, throughout the term of this Lease Agreement, comprehensive general public liability insurance, including personal injury protection:

a. For any injury to one person in any single occurrence, One Hundred Fifty Thousand and No/100 U.S. Dollars ($150,000.00): and

b. For any injury to two or more persons in any single occurrence, the sum of Six Hundred Thousand and No/100 U.S. Dollars ($600,000.00).

Additionally, CASA agrees to obtain and keep in force, throughout the term of this Lease Agreement, personal property insurance coverage on any and all of CASA's personal property in the O'Leary Building or Leased Space (ie. Furniture, fixtures, computer equipment, etc.).

CASA shall provide Lessor with copies of appropriate insurance policies, as described above, within thirty (30) days after the execution of this Lease Agreement, listing Gunnison County 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. CASA shall not allow the placement of any lien or other claim against the O'Leary Building by reason of any improvements placed upon the O'Leary Building, and shall indemnify, hold harmless and defend Lessor against any claim upon the premises, the O'Leary Building, Leased Space or whatsoever.

Lessor shall maintain in effect fire, casualty and extended coverage from the Colorado Counties Casualty and Property Pool (CAPP) on the structures and improvements of the O'Leary Building during the term of this Lease Agreement. CASA agrees to pay the deductable for each claim for which CASA is responsible.

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. INDEMNIFICATION.

During the term of this Lease Agreement, CASA shall indemnify, hold harmless and defend Lessor, its Board of County Commissioners, its officers, agents and employees, against any claim for injury or damage caused by any act or omission of CASA or any other person arising from the use of the Leased Space.

14. WARRANTIES.

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

15. OWNERSHIP.

The O'Leary Building is, and shall at all times be and remain, the sole and exclusive property of Lessor, and CASA shall have no right, title, or interest therein or thereto.

16. DEFAULT.

CASA 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. CASA 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 best interest of the public.

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

18. 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: Board of County Commissioners
of the County of Gunnison, Colorado
c/o County Manager's Office
200 East Virginia Avenue
Gunnison, CO 81230

CASA: CASA of the Seventh Judicial District, Inc.
Attn: Karen Tuttle, Executive Director
P.O. Box ~~3293~~ 1708 KT
Montrose, CO 81402

19. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, CASA 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 O'Leary Building or Leased Space or any part thereof.

20. NON-WAIVER.

The failure of either party to insist in anyone 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.

21. 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.

22. 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.

23. ENTIRE AGREEMENT.

Lessor and CASA 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 CASA 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.

LESSOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CASA:

CASA OF THE SEVENTH JUDICIAL DISTRICT, INC.

By: _____
Karen Tuttle, Executive Director

CASA7TH OP ID: R5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bollinger, Inc.
101 JFK Parkway
Short Hills, NJ 07078-5000
David Szerlip
973-467-8005
973-921-2876

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CASA of the 7th Judicial
P.O. Box 1708
Montrose, CO 81402-1708

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								
A	X COMMERCIAL GENERAL LIABILITY			PHPK893892	08/06/12	08/06/13	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	3,000,000
	POLICY PRO-JECT LOC							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Board of County Commissioners
Gunnison County Finance
O'Leary Building
225 N Pine St Suite C
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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