AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Airport Terminal Lease Agreement; SITA, Inc.; 5/1/13 thru 4/30/14, Renewable for up to Three Additional Years, $1,406.80

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County SITA

Term Begins: 5/1/2013 **Term Ends:** 4/30/2014 **Grant Contract #:**

Summary:
This lease is for 40 sqft in the upstairs closet of the reminal to house radio/ nav aid equipment.

Fiscal Impact: $1406.80

Submitted by: S. Mick **Submitter's Email Address:** smick@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This amount is included in the Airport's budgeted revenue. This is an unsigned lease agreement for which a signed version recently was routed through the process.

Reviewed by: Bcowan Discharge Date: 5/9/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 5/9/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 5/9/2013

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

Agenda Date: 5/21/2013 Follow Up Agenda Date: N/A

Revised April 2013

AIRPORT TERMINAL LEASE AGREEMENT
SITA, INC.

This lease agreement made and entered into this ___ day of _____ 2013, is between the BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO, herein called the "County" and SITA, INC., herein called the "Lessee".

WHEREAS, the County, a political subdivision of the State of Colorado, owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison (which Airport and any additions, changes or improvements thereto are collectively called the "Airport"); and

WHEREAS, the Lessee is engaged in the business of providing services to the air transportation industry; and

WHEREAS, the County is willing to lease and grant to the Lessee and the Lessee is willing to rent and obtain from the County certain premises and facilities on the Airport, together with certain rights, licenses and privileges thereon;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby mutually undertake, promise and agree, each for itself, its successors and assigns, as follows:

1. TERM

Unless sooner terminated, as provided herein, the term of this lease agreement shall be for from May 1, 2013 and ending April 30, 2014 ("Original Term"). The term of this lease agreement will be automatically renewed for up to three (3) additional terms of one (1) year each commencing May 1, 2014 through April 30, 2015, May 1, 2015 through April 30, 2016 and May 1, 2016 through April 30, 2017 (each "Option Terms") upon the same terms and conditions as the Original Term (except as specifically otherwise provided herein).

The rental rates in effect throughout the Original Term of this lease agreement shall be $35.17 per square foot or $1,406.80 per annum subject to annual adjustments. County and Lessee agree that should this lease agreement be renewed annually, as described above, then the rental rates set at the beginning of each renewal period shall not exceed one hundred and eight percent (108%) of the previous annual term.

2. DESCRIPTIONS AND USE OF LEASED PREMISES

So long as the Lessee makes timely payment of rent and otherwise complies with the terms of this lease agreement, shall be entitled to the use and enjoyment of the premises described herein subject to the terms hereof.

a. Exclusive Lessee Area. The Lessee shall have the exclusive right to use and occupy and shall peaceably have and enjoy those premises more particularly identified in Exhibit 1, attached hereto and by reference incorporated herein. Such exclusive area shall consist of 40 square feet. Such premises may be utilized by the Lessee for the installation and use of AIRCOM Cockpit Radio Network equipment.

3. ACCESS TO AIRPORT PREMISES

The Lessee, its employees and furnishers of goods or services shall have an unimpeded and unobstructed right of ingress to and egress from any of the commercial Airport terminal building by a means of access located outside the boundaries of such premises, whether by roadways, taxiways, sidewalks, hallways or other means of access. The use of the means of such access shall, without exception, be in common with such other persons (including, at the option of the County, the general public) as the County may authorize or permit; and the County may, at any time or times, close, relocate, reconstruct, change, alter or modify such means of access, either temporarily or permanently, provided that another reasonably convenient and adequate means of ingress and egress is available for the same purposes.

4. MAINTENANCE

The Lessee, during the term of this lease agreement, shall provide its own janitorial services, within its Exclusive Airline Area, and shall at all times keep its exclusively-leased premises in a neat and clean condition and in good repair (ordinary wear and tear, casualty and fire excepted). The County shall operate, maintain and keep in good repair the Airport, the commercial Airport terminal building and all additions, improvements, enlargements or extensions thereof. The duties of the County shall include, but not be limited to, the removal of snow from the ramps, runways and taxiways of the Airport and the provision of utilities to the commercial Airport terminal. The County may install meters, at County's sole expense, to measure the electrical energy utilized solely by the Lessee's operations and may charge the Airline for the cost of such electricity in accordance with the provisions of Section 10 of this lease agreement.

In order to carry out its duties hereunder, the County and its authorized officers, employees, agents and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Lessee's operations as is reasonably practicable, and with prior written notice to the Lessee) to enter upon the Lessee's exclusively-leased premises for the following purposes:

a. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of the lease agreement with respect to such premises.

b. To perform maintenance and make repairs and replacements in any case where the Lessee is obligated to do so and has failed after reasonable written notice to do so, in which event the Lessee shall reimburse the County for the reasonable cost thereof promptly upon demand.

c. To perform maintenance and make repairs and replacements in any case where the County is obligated to do so, and in any other case where the County, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of such premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

d. In the exercise of the County's police power.

No such entry by or on behalf of the County upon such premises leased exclusively to the Lessee shall in and of itself cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by the Lessee.

5. SECURITY

It is understood and agreed by the Lessee that in addition to the Lessee's responsibilities to maintain the premises as provided herein, it shall maintain the premises in such a manner as to keep them secure from unauthorized intrusion, provided County has supplied Lessee with locks and keys, and shall, with respect to any area of the premises opening to an air operations area of the Airport, provide for an adequate security procedure designed to prevent unauthorized persons or vehicles from entering such air operations area. An "air operations area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at the standard no less than required and set out in Part 1542 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.

It is further understood and agreed by the Lessee that at any time during the term hereof, when requested in writing by the airport manager, the Lessee shall submit to the airport manager written descriptions of the security procedures that are to be used and are being used by the Lessee on any or all of the premises. Lessee will act consistently with the requirements of applicable Federal regulations.

6. IMPROVEMENTS AND REPAIRS

The County reserves the right, at its sole cost and expense, to enlarge and improve the Airport and Airport terminal. The rate base of this lease shall not increase during the term of this lease to capture such County cost. The Lessee recognizes and accepts that during the term of this lease agreement such enlargement and improvement, together with some ordinary maintenance activities, may cause inconvenience for the Lessee. The Lessee agrees that no liability shall attach to the County or its agents or employees by reason of such inconvenience caused by such activities; provided that the County shall use reasonable efforts to minimize any inconveniences to Lessee.

Prior to taking any action, which would adversely affect the operations of the Lessee, the County agrees to consult with the Lessee's local representative and/or designated representative. This paragraph shall not preclude the County from taking any action it deems necessary for the

immediate protection of persons or property or which is necessitated by circumstances which the airport manager or other authorized person reasonably believes to be a threat to the general welfare.

7. DESTRUCTION OF PREMISES

If by reason of any cause the Lessee's exclusively-leased premises are damaged to such an extent that in the sole discretion of the County Airport Manager such premises are untenantable in whole or in substantial part, or to such an extent that it cannot be used to substantially perform the operations provided for herein, then:

a. The Lessee shall forthwith surrender the premises to the County; the County shall secure such premises; the Lessee shall in no such circumstances be responsible or liable for such security;

b. The County will make all reasonable efforts to provide substitute facilities, and such substitute facilities will be made available to the Lessee in accordance with the schedule of rentals, fees and charges for the use of the Lessee established and modified from time to time by the County (with due regard given for the condition of the substitute facilities).

c. If the repairs and rebuilding necessary to restore such premises to the condition existing prior to the occurrence of the damage are, in the reasonable judgment of the County, justified in the light of existing or contemplated construction programs and can be completed within 90 days from the date on which the damage occurred, the County shall so notify the Lessee in writing and shall proceed promptly with such repairs and rebuilding. In such event the rental therefor shall be abated pro rata for the period from the date of the occurrence of such damage to the date upon which such repairs and rebuilding are completed.

d. If such repairs and rebuilding are not, in the reasonable judgment of the County, justified in the light of existing or contemplated construction programs, or if they cannot, in the reasonable judgment of the County, be completed within 90 days, the County, at its option, to be evidenced by notice in writing to the Lessee, may either:
   (1) proceed promptly with said repairs and rebuilding, in which event the said rental shall be abated as aforesaid; or

   (2) terminate the letting thereof, in which event the said rent therefor shall be abated from and after the date of the occurrence of the damage; provided that the repairs and rebuilding are not reasonably judged as being able to be completed within 90 days or the repairs and rebuilding are not in fact completed within 120 days, then Lessee may terminate this lease agreement.

8. UTILITIES

The County has, at its own expense, brought certain public utility services to the commercial Airport terminal building and the premises leased hereunder. The Lessee shall have the right to

use and make connection therewith; provided, however, that the County may, at its sole option, install metering devices to determine the amount of electrical power consumed by computers, and similar equipment utilized solely by and for the benefit of the Lessee. Thereafter, the Lessee shall pay for the electrical power measured by such meter. If additional or expanded utility services or lines are required by the Lessee's operations, the cost of such services and lines shall be paid by the Lessee.

9. INDEMNIFICATION

The Lessee agrees to hold the County harmless, to release and indemnify the County from and against any and all claims, demands, damages and liabilities (including reasonable costs and expenses incurred in the defense thereof) for injury to persons or damage to property arising from the Lessee's operations including but not limited to any injury to persons or damage to property resulting from use by Lessee officer(s), agent(s), or employee(s) of equipment; or the activities of any officer, agent or employee of the Lessee. For the purposes of this paragraph, "operations" shall include, but not be limited to, those activities and services required or permitted under the terms of this agreement.

10. INSURANCE

Lessee 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, Lessee agrees to obtain and keep in force, throughout the term of this Lease Agreement, personal property insurance coverage on any and all of Lessee's personal property in the Gunnison-Crested Butte Regional Airport Terminal Building or Leased Space (ie. Furniture, fixtures, computer equipment, etc.).

Lessee shall provide County 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 10 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 County. Lessee shall not allow the placement of any lien or other claim against the Gunnison-Crested Butte Regional Airport Terminal Building by reason of any improvements placed upon the Gunnison-Crested Butte Regional Airport Terminal Building, and shall indemnify, hold harmless and defend County against any claim upon the premises, the Gunnison-Crested Butte Regional Terminal Building, Leased Space or whatsoever.

County 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 Gunnison-Crested Butte Regional Airport Terminal Building during the term of this Lease Agreement. Lessee agrees to pay the deductable for each claim for which Lessee 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 County 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.

11. NO PERSONAL LIABILITY

No director, officer, official or employee of either party shall be held personally liable under the terms of this agreement.

12. LOSS OR DAMAGE TO PROPERTY

The County shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to persons or property on said Airport resulting from the electric lighting or water, rain or snow, which may come into or issue or flow from any part of said Airport or from the pipes, plumbing, wiring, gas lines or sprinklers thereof unless directly attributed to the negligence of the County, its officers, employees or representatives.

13. LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED

a. The Lessee shall not use or permit (as to those over whom it has control) the use of the commercial Airport terminal building or any part thereof, or any part of the Airport to which it is granted a right of use or occupancy by this lease agreement, for any purpose or use other than those authorized by the lease agreement, or hereafter authorized in writing by the airport manager.

b. The Lessee shall comply with and shall cause its officers, employees and any other persons over whom it has control, to comply with such reasonable rules and regulations governing the use of the Passenger Terminal Premises and any other portion of the Airport as may from time to time be adopted and promulgated by the County for the management, operation and control of the Airport and pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, that such rules and regulations shall not be inconsistent with the rights herein granted to the Lessee; and provided further, that nothing herein shall be considered to restrict the police power of the County.

c. The Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies

and applicable to or affecting the Lessee and its operations and activities in and at the Airport.

d. The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that:

(1) No person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(4) Each party hereto will comply with all applicable federal, state and local laws and executive orders and regulations issued pursuant thereto, including without limitation, and to the extent applicable to this Agreement, the provisions contained within Section 202 of Executive Order 11246, as amended, and the implementing regulations of the Office of Federal Contract Compliance Programs, 41 CFR Parts 60-1, *et seq.*, which provisions are incorporated herein by reference as if set forth in full.

(5) Each party hereto will comply with the Drug Free Workplace Act of 1988, 41 U.S.C. 701 *et seq.*, as amended, and all applicable state and local laws and executive orders and regulations pertaining thereto, which are incorporated herein by reference as if set forth in full.

e. Non-compliance with sections 16.d, after written findings, shall constitute a material breach hereof and, in the event of such non-compliance, the County shall have the right to terminate this lease agreement and the estate hereby created without liability therefor or, at the election of the County or the United States, either or both said governments shall have the right to judicially enforce said sections 16.d. The Lessee shall be given written notice of such noncompliance and shall have no more than thirty (30) days to cure such noncompliance before the County may terminate this Lease Agreement and the estate hereby created.

f. This lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the County and the United States relative to the development, operation or maintenance of the Airport.

g. The Lessee assures that it will undertake an affirmative action program as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in said 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

h. The Lessee, by accepting the lease agreement, expressly agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Gunnison County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee

14. AGREEMENT WITH THE UNITED STATES

This agreement and lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the County and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the County for airport purposes and to the expenditure of federal funds for the extension, expansion or development of the Gunnison County Airport.

15. ASSIGNMENT AND SUBLETTING

Except for an assignment to its parent, subsidiary or affiliate, or to a corporation with which it may merge, consolidate, or to any purchaser of all or substantially all of Lessee's assets, the Lessee shall not assign, sublet or otherwise transfer this lease in whole or in part or any right or interest granted to the Lessee by virtue of this agreement, without first securing the written permission of the County which permission shall not be unreasonably withheld.

In the event the Lessee should transfer, assign or sublet any interest in this agreement without the prior written consent of the County, the County shall have the right to terminate this agreement under the terms of section 19.c hereof and upon such termination, the interests and rights transferred, assigned or sublet, shall be terminated as well as the remaining rights and interests of the Airline.

16. DEFAULT.

Lessee 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 County 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.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

18. FORCE MAJEURE

Neither the County nor the Lessee shall be deemed to be in breach of this agreement by reason of failure to perform any of its obligations hereunder to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of a superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Lessee to pay rents, fees or other charges, or to make any other money payments of any nature required by this agreement, except in those cases where provision is made herein for the abatement of such rents, fees, charges or payments under specified circumstances. This provision shall not prevent either party from exercising its rights of termination herein granted.

19. WAIVER

No waiver of default by either party of any of the terms, covenants or conditions hereof 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, covenants or conditions herein contained to be performed, kept and observed by the other party.

20. SEVERABILITY

In the event any covenant, condition or provision contained in this agreement and lease is held by any court of competent jurisdiction to be invalid, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of any such covenant, 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 agreement, then, at the option of such party, this agreement may be declared to be terminated.

21. NOTICES

Notice to the County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison-Crested Butte Regional Airport
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

and notices to the Lessee, if sent by registered mail, addressed to:

Alton V. Shuler
SITA
Regional VHF AIRCOM Network Coordinator
3100 Cumberland Boulevard, Suite 200
Atlanta, Georgia, 30339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

22. GOVERNING LAW - BINDING AGREEMENT

This agreement and lease shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and, subject to the provisions of sections 15, 16 and 17, be binding upon the parties hereto and their successors and assigns.

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 GUNNISON COUNTY, COLORADO

By: _____
Paula Swenson, Chairperson

Attest:

_____
Deputy County Clerk

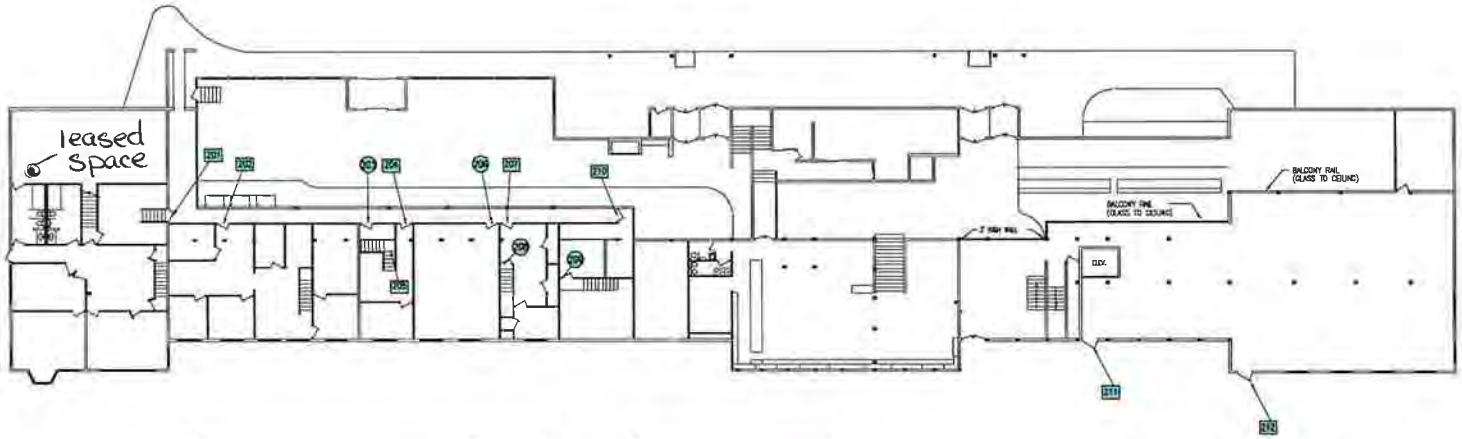
SITA, INC.

By: _____
Alton V. Shuler

Attest:

_____
Secretary

Exhibit 1



	DOOR ACCESSIBILITY CHART	TYPE
201	AIRPORT ADMINISTRATION OFFICES	PD
202	AMERICAN AIRLINE STORAGE	PD
203	AIRPORT ADMINISTRATION STORAGE	PD
204	OPERATIONAL EXCELLENCE TRAINING OFFICE	PD
205	INDEPENDENT DOOR, LOCKED FROM BOTH SIDES	PD
206	AIRPORT CONFERENCE ROOM	PD
207	MOUNTAIN AIR EXPRESS (MAX) OFFICES	PD
208	MAX OFFICES TO BAGGAGE MAKE-UP	PD
209	AIRPORT ADMINISTRATION STORAGE	PD
210	MECHANICAL ROOM	PD
211	GATE 3 ACCESS	PD
212	GATE 4 ACCESS	PD

DOOR LEGEND		
DESCRIPTION	TYPE	
DOUBLE DOOR PACKTRAIN	SD	
CARDED DOOR	SD	
SINGLE DOOR PACKTRAIN	PD	
BAGGAGE CHUTE	NC	

☐ SECURITY DOOR

○ NON-SECURITY DOOR

N.T.S

LEVEL 2

Gunnison Crested Butte REGIONAL AIRPORT

GUNNISON-CRESTED BUTTE
REGIONAL AIRPORT
GUNNISON, COLORADO

TERMINAL
BUILDING PLAN

Carter::Burgess

ISSUE RECORD

NO.	BY	DATE	DESCRIPTION

AP PROJECT NUMBER: NA

CBI PROJECT NUMBER: NA

DATE: 3/28/07

DESIGNED	DRAWN	CHECKED	APPROVED
---	IDM	MKN	---

DRAWING PATH/NAME: A:_\VAX\TERM BLDG\DOOR-LAYOUT.dwg

REFERENCE DRAWING PATH/NAME: A:_\VAX\TERM BLDG

TERMINAL BUILDING
DOOR LAYOUT
LEVEL 2

G002

SHEET 2 OF 2