AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; City of Gunnison and Gunnison Cou

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached lease, which will be retroactive to 3/4/14.

Fiscal Impact: $10/year

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ongoing lease agreement.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/11/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/9/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/12/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/17/2016

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this___day of_____, 2016, and made effective retroactive on March 4th, 2014, by and among the Board of County Commissioners of the County of Gunnison, Colorado ("Lessor") whose legal address is 200 E. Virginia, Gunnison, Colorado 81230 and the City of Gunnison and Gunnison County Fire Protection District, jointly and severally (collectively "Lessees") whose legal address is 201 West Virginia Ave., Gunnison, Colorado 81230.

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessees, and Lessees hereby lease from Lessor the vacant land more specifically described as follows:

> Lots 6 through 12, Block 143, City of Gunnison, formerly Town of Gunnison, according to the official Amended Plat of West Gunnison on file and of record in the office of the Gunnison County Clerk and Recorder,
>
> County of Gunnison,
> State of Colorado ("Leased Property").

2. Term of Lease Agreement. The term of this lease shall commence retroactively on March 4, 2014 and shall continue to April 30, 2026 or by declaration of Lessor of an Event of Default hereunder by the Lessees.

3. Rental Payments. The rent for the Leased Property shall be $10.00 per year, due and payable annually by the 31st day of March to Lessor's Finance Office located at 200 E. Virginia, Gunnison, CO 81230.

4. Lessees' Use Of The Leased Property. The Leased Property shall not be used for equipment or vehicle storage except for vehicles and equipment used in the training of firefighters and emergency response personnel. In addition, Lessees may store two storage units not to exceed 10 feet X 40 feet on the Leased Property. Use of Leased Property shall be only for the purpose of firefighter and emergency response training and related storage. Lessees shall use the Leased Property in a careful and proper manner and shall comply with and conform to all laws, ordinances, and regulations which relate in any manner to the possession, use, or maintenance of the Leased Property.

5. Lessor's Right To Inspect The Leased Property. Lessor shall have the right unto the premises where the Leased Property is located for the purpose of inspecting the same or observing its use.

6. Alterations Prohibited. Lessees shall not make any alterations, additions, or

improvements to the Leased Property without the prior written consent of the Lessor which consent can be withheld in the sole discretion of Lessor. All additions and improvements made to the Leased Property shall belong to and become the property of the Lessor upon the expiration of the Lease.

7. Lessees' Obligation To Maintain. Lessees, at its own cost and expense, shall keep the Leased Property maintained in neat and orderly fashion.

8. Insurance. Lessees agree to obtain and keep in force, throughout the term of this Lease Agreement, comprehensive general liability insurance, including personal injury protection, with limits not less than:

a. For any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); and

b. 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).

Within thirty (30) days of the execution of this Agreement, Lessee will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

Nothing in this Lease Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Lessor or Lessee of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

9. Indemnity. Lessees shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the tenancy or use of the Leased Property.

10. Default. If Lessees fail to pay any rent or portion thereof for the Leased Property as herein provided within ten (10) days after the same is due and payable, or if Lessees fail to observe, keep, or perform any other provision of this Lease required to be observed, kept, or performed by Lessees, Lessor shall have the right to exercise any one or more of the following remedies:

a. declare the entire amount of rent hereunder immediately due and payable as to any or all items of Leased Property, without notice or demand to Lessees.

b. sue for and recover all rents due and payable to Lessor.

c. take possession of the Leased Property.

d. terminate this Lease.

e. pursue any other remedy of law or in equity.

Notwithstanding any said repossession, or any other action which Lessor may take, Lessees shall be and remain liable for the full performance of all obligations on the part of Lessees to perform under this Lease Agreement. All such remedies are cumulative and may be exercised concurrently or separately.

11. Lessor's Expenses. Lessees shall pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions, or provisions hereof.

12. Prohibition Upon Assignment. Without the prior written consent of Lessor, Lessees shall not (a) assign, transfer, pledge, or hypothecate this Lease Agreement, the Leased Property or any part thereof, or any interest therein, or (b) sublet or lend the Leased Property or any part thereof, or (c) permit the Leased Property or any part thereof to be used by anyone other than Lessees. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Lessees or any other persons.

Subject always to the foregoing, the Lease inures to the benefit of, and is binding upon the successors and assigns of the parties hereto.

13. Ownership. The Lease Property is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessees shall have no right, title, or interest therein or thereto except as expressly set forth in this Lease.

14. Non-waiver. No covenant or condition of the Lease can be waived except by the written consent of the Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessees to which the same may apply, and, until complete performance by Lessees of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or by law or in equity despite and forbearance or indulgence.

15. Entire Agreement. This instrument constitutes the entire agreement between Lessor and Lessees, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

16. Notices. Service of all notices under this agreement shall be sufficient if given by U.S. mail, duly addressed and with postage prepaid to the party involved at its respective address hereinbefore set forth.

IN WITNESS WHEREOF the parties have executed this agreement the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

CITY OF GUNNISON

By: Richard Hagan
Richard Hagan, Mayor

ATTEST:

Gail A Davidson
Clerk

GUNNISON COUNTY FIRE
PROTECTION DISTRICT BOARD

By: _____
Stephen R. Williams, Chairman

ATTEST:

Deborah Ferchau
Secretary