AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; Votor Serv. Polling Center; CB

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: The Bishop of Pueblo and BoCC

Term Begins: October 28, 2019 **Term Ends:** 11/5/2019 **Grant Contract #:**

Summary:

A 2019 coordinated election voter service and polling center in Crested Butte, Co.

Fiscal Impact: $500.00

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in the 2019 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/9/2019

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

Comments:
ok db 9/11/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/12/2019 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/12/2019

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

Agenda Date: 9/17/2019

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this "3rd" day of September, 2019, between the BISHOP OF PUEBLO, a corporation sole, whose address is 1001 North Grand Avenue, 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 East Virginia Avenue, Gunnison, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Clerk and Recorder whose address is 221 North Wisconsin Street, Gunnison, Colorado 81230.

WHEREAS, Lessor owns the real property known as Queen of All Saints Parish Hall located at 401 Sopris Avenue, Crested Butte, Colorado 81224, also known to be at the address of 405 Sopris Avenue, Crested Butte, Colorado 81224 ("Parish Hall"); and

WHEREAS, Lessor would like to support the Crested Butte community by leasing Parish Hall to Gunnison County to serve as a Voter Service Polling Center ("VSPC") in Crested Butte, Colorado for the 2019 Coordinated Election; and

WHEREAS, Gunnison County desires to lease Parish Hall from Lessor, and Lessor desires to lease Parish Hall 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 Parish Hall to Gunnison County as a VSPC for the 2019 Coordinated Election, and use the same only as set forth in this Lease.

2. LEASE PERIOD.

This Lease shall be effective during 2019 on the following dates and times, unless otherwise terminated or extended under the terms of this Lease or mutual written agreement of the Lessor and Gunnison County:

A. Coordinated Election

Date	Time
October 28, 2019	9:00 a.m. to 4:30 p.m.
October 29, 2019	9:00 a.m. to 4:30 p.m.
October 30, 2019	9:00 a.m. to 4:30 p.m.
October 31, 2019	9:00 a.m. to 4:30 p.m.
November 1, 2019	9:00 a.m. to 4:30 p.m.
November 2, 2019	9:00 a.m. to 1:00 p.m.
November 4, 2019	9:00 a.m. to 4:30 p.m.
November 5, 2019 (Election Day)	7:00 a.m. to 7:00 p.m.

3. LEASE IS NON-EXCLUSIVE.

Lessor expressly reserves the right to enter and use Parish Hall, 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 FIVE HUNDRED AND 0/100THS U.S. Dollars ($500.00) for the use of Parish Hall during the lease periods identified in paragraph 2 of this Lease. Said payment shall be payable to Lessor within thirty (30) days of execution of this Lease.

5. UTILITIES.

Lessor shall provide for utilities for heating, water, and electric for Parish Hall. 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 Parish Hall.

6. USE OF PROPERTY.

Gunnison County shall use Parish Hall exclusively and only for a VSPC for the 2019 Coordinated Election. Gunnison County agrees to conduct its uses of Parish Hall 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 Parish Hall. There shall be no alcohol allowed in Parish Hall.

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 Parish Hall.

8. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease, Lessor shall provide for the maintenance, repairs and necessary improvements to Parish Hall. 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 Parish Hall during the October/November period of this Lease. 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.

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

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

9. TAXES.

Lessor shall keep Parish Hall 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 Parish Hall.

10. DAMAGE TO OR DESTRUCTION OF PROPERTY.

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

11. LIABILITY.

Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Lessor as an additional insured:

(a) Worker's Compensation Insurance in accordance with the laws of the State of 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 0/100ths U.S. Dollars ($350,000.00); and for an injury to two (2) or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and 0/100ths U.S. Dollars ($990,000.00).

Additionally, Gunnison County agrees to obtain and keep in force, throughout the term of this Lease, personal property insurance coverage on any and all of Gunnison County's personal property in Parish Hall (i.e. Furniture, fixtures, computer equipment, etc.).

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

nothing in this Lease, 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 Parish Hall.

13. OWNERSHIP.

Parish Hall 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 upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Lease which failure continues for a period of more than thirty (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.

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

16. NOTICES.

Service of all notices under this Lease shall be sufficient if sent via certified mail return receipt requested to the following address:

Lessor:	Bishop of Pueblo 1001 North Grand Avenue 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 & Recorder's Office - Elections Office
Attention: Diane Folowell
221 North Wisconsin Street
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, or any part thereof, or any interest therein, or (b) convey, sublet or lend Parish Hall 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 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, then at the option of such party, this Lease may be declared to be terminated.

20. GOVERNING LAW, JURISDICTION AND VENUE.

This Lease 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, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Lease 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 may 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.

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: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY CLERK AND RECORDER

By: _____
Kathy Simillion, Clerk and Recorder

ATTEST:

_____
Deputy County Clerk

FOR THE BISHOP OF PUEBLO

By: _____
Father Andres Ayala-Santiago