AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Lease Agreement; Somerset Domestic Waterworks Dist

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Somerset Domestic Waterworks District

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

Summary:

The attached Lease Agreement is for an office located in Somerset to be used by the Sheriff's Department.

Fiscal Impact: $1,800 annually

Submitted by: Office of the County Attorney **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Cost will be covered in Sheriff Department adopted 2018 budget line items. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/22/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/22/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/22/2018

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

Agenda Date: 3/27/2018

Revised April 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this ___ day of _____, 2018, by and between the SOMERSET DOMESTIC WATERWORKS DISTRICT, whose address is PO Box 549, Somerset, Colorado 81434 ("Lessor") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Lessee").

FOR AND IN CONSIDERATION of the mutual covenants, terms and conditions set forth below, the parties hereto agree as follows:

1. GRANT OF LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a 8' x 8' space within the building located at 3764 State Highway 133, Somerset, Colorado as identified on the site plan attached hereto and incorporated herein by reference as Appendix "A" ("Leased Space").

2. TERM OF LEASE.

The term of this Lease Agreement shall commence upon the date of execution of this Lease Agreement and shall continue until March 31, 2019 ("Term"), unless otherwise terminated or extended under the terms of this Lease Agreement.

3. CONSIDERATION.

In full and complete consideration of the rights granted herein, Lessee shall pay Lessor One Thousand Eight Hundred and No/100 U.S. Dollars ($1,800.00) per calendar year. Said payment shall be due and payable by no later than March 15th during the Term of this Lease Agreement and forwarded to 3764 State Highway 133, Somerset, Colorado 81434.

4. UTILITIES.

Lessor shall provide and be financially responsible for electricity for the Leased Space. Lessee shall provide and be financially responsible for the installation of telephone and computer services and support thereof associated with use of the Leased Space.

5. USE OF PROPERTY.

Lessee shall use the Leased Space as a substation for the Gunnison County Sheriff's Department. Lessee shall also be entitled to utilize the restroom and kitchen within the building. Lessee agrees to conduct its use of the Leased Space in an orderly and good workmanlike manner. Lessee, 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 use or smoking allowed in the Leased Space.

6. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this Lease Agreement, Lessor shall provide for the maintenance, repairs and necessary improvements to the Leased Space.

Lessee shall not modify, alter or reconstruct the Leased Space without prior written consent of Lessor.

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

7. TAXES.

Lessor shall keep the 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.

8. DAMAGE TO OR DESTRUCTION OF PROPERTY.

During the term of this Lease Agreement notwithstanding anything herein to the contrary, in the event the Leased Space 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.

9. LIABILITY

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, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000); 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).

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 Lessee 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.

10. INDEMNIFICATION.

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

11. OWNERSHIP.

The Leased Space is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or thereto.

12. 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.

13. 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: Somerset Domestic Waterworks District
3764 State Highway 133
Somerset, CO 81434

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

With a copy to:

Gunnison County Sheriff
510 West Bidwell Avenue
Gunnison, CO 81230

14. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Lessor, Lessee 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 Leased Space or any part thereof.

15. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Lease Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Lease Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Lease Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

16. 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.

17. ENTIRE AGREEMENT

Lessor and Lessee 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 Lessee 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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

SOMERSET DOMESTIC WATERWORKS DISTRICT

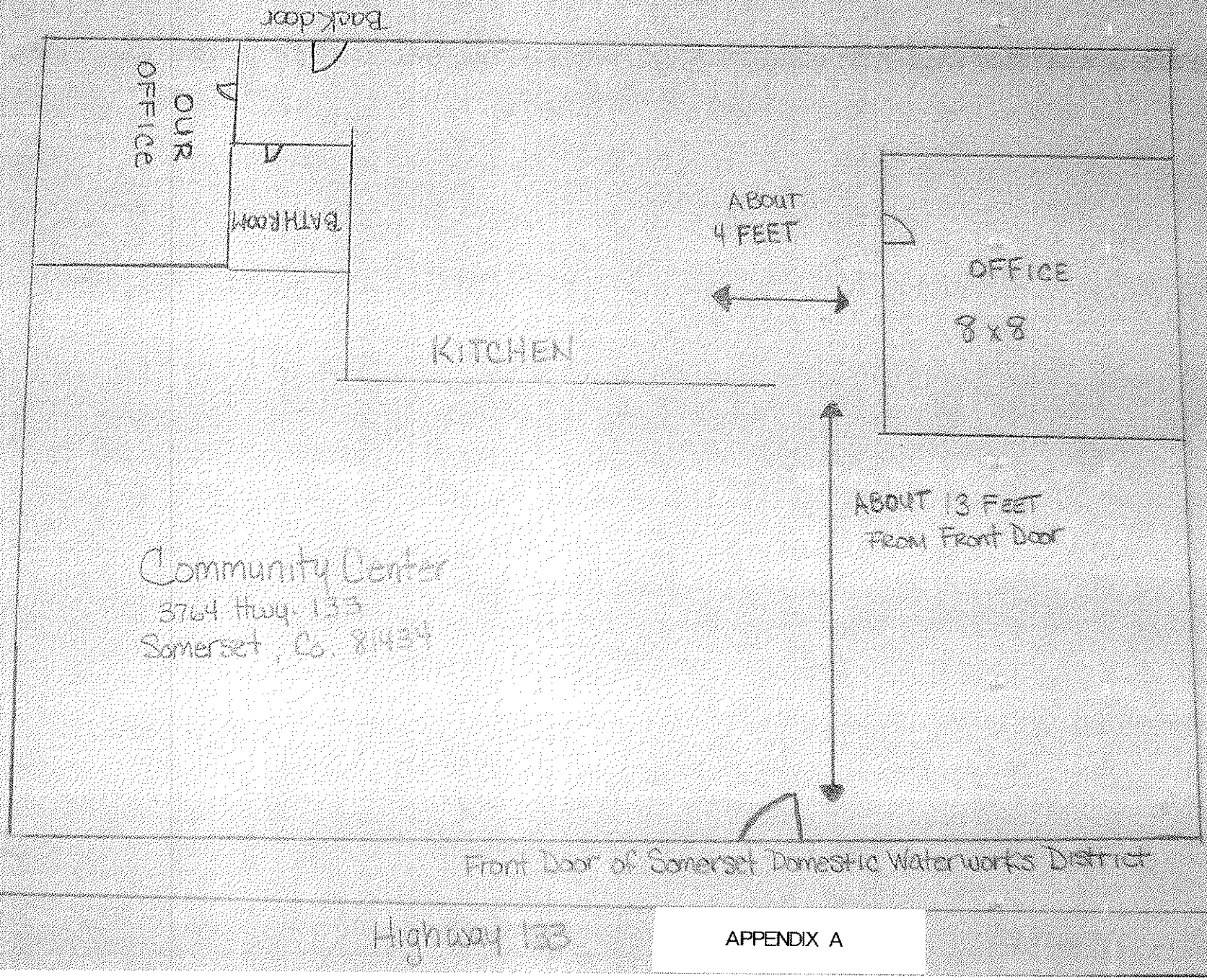
By: _____
Susan Benson, President

By: _____
Mike Norton, Vice President

By: _____
Rocky Dutton,
Operations and Maintenance

ATTEST:

_____
Joanne Shymanski,
Secretary/Treasurer


Back door
OUR OFFICE
BATHROOM
KITCHEN
ABOUT 4 FEET
OFFICE
8 x 8
ABOUT 13 FEET FROM Front Door
Community Center
3764 Hwy 133
Somerset, Co. 81434
Front Door of Somerset Domestic Waterworks District
Highway 133

APPENDIX A