AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Extension Lease Agreement; Ohio City Fire Dept

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Extension Lease Agreement for Ohio City Volunteer Fire Department building.

Fiscal Impact:

Submitted by: Lauren Hibbard **Submitter's Email Address:** lhibbard@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/29/2020

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

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ( ) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/4/2020

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

Agenda Date: 6/16/2020

Revised April 2015

EXTENSION OF LEASE AGREEMENT

THIS EXTENSION OF LEASE AGREEMENT ("Lease") is made and entered into this ___ day of June, 2020, between 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") and the Ohio City Volunteer Fire Department, a Colorado nonprofit corporation (hereinafter "Fire Department") witnesses:

WHEREAS, Gunnison County owns the property and Premises described as a portion of Lots 12 through 17 and 21 of Block 9, together with any adjacent vacated alleys and streets in Ohio City, Colorado, more fully described in the deed recorded at Reception Number 486812 of the records of the Clerk and Recorder of Gunnison County, Colorado, (hereinafter "the Premises"); and

WHEREAS, Gunnison County and the Fire Department previously entered into a "Lease Agreement" dated August 8, 2000 and assigned Gunnison County Legal Instrument Number LI: 00-61 (the "August 8, 2000 Agreement"); and

WHEREAS, the term of the August 8, 2000 Agreement expires on July 31, 2020; and

WHEREAS, Gunnison County and the Fire Department intend to extend the term of the August 8, 2000 Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Gunnison County and the Fire department do hereby agree as follows:

1. EXTENSION OF LEASE TERM.

Gunnison County hereby extends the term of the lease to the Fire Department for the Premises with the right to occupy and use the same only as set forth in this Lease. The term of this Lease shall commence on August 1, 2020, and continue until July 31, 2040, unless otherwise terminated or extended under the terms of this Lease or mutual agreement of the parties.

2. USE OF LEASED PREMISES.

The Fire Department shall use the Premises only for public fire protection purposes, including but not limited to the construction, furnishing, maintaining, staffing, and operation on the Premises of a firehouse, as are permitted by the Fire Department's Articles of Incorporation, Bylaws, and applicable law, rules and regulations of the United States, State of Colorado and Gunnison County.

The Fire Department shall not use the Premises as a public or private meeting place for issues other than fire protection, as a place for social gatherings, as storage for any equipment not currently used for fire protection purposes, or in any fashion that would abnormally increase the risk of fire, explosion or other physical damage or destruction

to the Premises. Note: The Fire Department is permitted to conduct one fundraiser per year on the Premises for fundraising for fire protection issues.

3. FURTHER ORDERS, RULES AND REGULATIONS.

Gunnison County and the Fire Department agree that, during the term of this Agreement, in addition to or notwithstanding any terms of this Agreement, Gunnison County may adopt and enforce such orders, rules or regulations as in the discretion of Gunnison County are reasonably necessary for the administration, protection or maintenance of the Premises.

4. COMPENSATION.

For and in consideration of the rights granted herein, the Fire Department agrees to pay Gunnison County the sum of Ten U.S. Dollars ($10.00) for the entire term of the Lease Agreement, the receipt of which is hereby acknowledged by Gunnison County.

5. OPERATIONS.

The Fire Department agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States. The Fire Department agrees to conduct its uses of the Premises for the accommodation of the public and to furnish good, prompt and courteous service. The Fire Department agrees to provide its use of the Premises on a fair, equal and non-discriminatory basis to all members of the public. The Fire Department, 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 Premises.

6. MAINTENANCE, REPAIRS AND IMPROVEMENTS.

During the term of this agreement, the Fire Department shall at all times, and at its own expense, maintain and repair the leased Premises in good and safe condition, including without limitation, the grounds and any structure upon the Premises, interior and exterior condition, roofing, glass, ceilings, structural walls, floors, paint, plumbing and heating, wiring, janitorial services, and removal of snow and ice. Gunnison County shall have no repair or maintenance responsibility whatsoever. Gunnison County reserves the right, at its sole cost and expense to use the Premises, but not the firehouse, for uses in addition to those granted to the Fire Department.

The Fire Department shall not modify, alter or reconstruct any structure on the Premises without the prior written consent of Gunnison County. All equipment placed by the Fire Department at its expense in, on or about the leased Premises, including all fixtures temporarily affixed to the premises but which may be removed without damage thereto, shall remain the property of the Fire Department and the Fire Department shall have the right at any time during the term hereof or at its termination, to remove all such equipment. All other improvements, including but not limited to the fire house, placed by the Fire Department in, on or about the

Premises shall be and are the property of the County and shall not be removed by the Fire Department at any time.

7. UTILITIES.

The Fire Department shall pay for all utilities used on the leased Premises.

8. DAMAGE TO OR DESTRUCTION OF PREMISES.

During the term of the lease notwithstanding anything herein to the contrary, in the event that the Premises or any portion of it or any improvements to it are damaged or destroyed, partially or wholly, by fire or otherwise, Gunnison County shall be under no obligation whatsoever to repair, replace or rebuild the same or to provide substitute Premises or improvements.

9. LIABILITY.

The Fire Department agrees to obtain and keep in force, throughout the term of this Lease, comprehensive general liability insurance, including personal injury protection, and shall name Gunnison County as an additional named insured for the coverages required herein, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior written notice to the County.

(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 Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

(c) Fire and Casualty Insurance on the structure in the amount of Five Hundred Thousand U.S. Dollars ($500,000.00).

These amounts shall be increased annually to be consistent with increases pursuant to the Colorado Governmental Immunity Act ("CGIA").

10. INDEMNIFICATION.

The Fire Department agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors

or omissions of the Fire Department or its employees, subcontractors or agents in connection with this Lease.

This provision shall survive any termination or expiration of this Lease with respect to any liability, injury or damage occurring prior to such termination.

Nothing in this lease is or shall be construed to be a waiver by Gunnison County of any right or protection of the CGIA.

11. DEFAULT.

Neither party shall have the right to terminate the Lease upon default by the other party of any covenant or condition unless such default remains uncured for a period of thirty (30) days following written notice to the defaulting party. If the Lease is so terminated, it is agreed that Gunnison County may retake possession of the Premises upon thirty (30) days written notice to the Fire Department, and that the Fire Department shall surrender and return the Premises to Gunnison County, in good condition, normal wear and tear excepted.

12. NOTICES

Notices to Gunnison County provided for herein shall be sufficient if sent by registered mail addressed to:

Gunnison County Manager
200 East Virginia Avenue
Gunnison, CO 81230

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

Ohio City Volunteer Fire Department
136 County Road 771
Ohio City, CO 81237; or

such other address as the Fire Department provides in writing to Gunnison County.

13. RESERVED RIGHTS OF GUNNISON COUNTY.

Gunnison County reserves the right in its sole discretion to use the Premises for any emergency purpose that the County determines.

14. 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.

15. 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.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Lease 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.

17. ENTIRE AGREEMENT.

The Fire Department 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 the Fire Department 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

OHIO CITY VOLUNTEER FIRE
DEPARTMENT, a Colorado non-profit
Corporation

By: _____
President