



Fiscal Impact Form

Department: Emergency Medical Services	Date: January 18, 2018
Document Title (i.e. Resolution, Agreement, etc.): Commercial Lease Agreement (Ridgway Fire Protection District and Ouray County)	Year of commencement: 2018
Source of Funding:	
General Fund Revenue <input type="checkbox"/> R & B Fund Revenue <input type="checkbox"/> EMS Fund Revenue <input checked="" type="checkbox"/> Social Services Fund <input type="checkbox"/> Other <input type="checkbox"/>	
If other, please indicate: Funding has been appropriated in the Emergency Medical Services (EMS) 2018 Budget to cover the leased expenditure in the amount of \$26,400 to be paid quarterly.	
Reporting Requirements (if any): None	
Description/Purpose: Partial lease of Ridgway Fire Protection District (RFPD) for use by Ouray County Emergency Medical Services (EMS) for office space, living quarters and ambulance bays.	

Submission/Review/Approval or Denial:

Department Head / Elected Official: <u>Kim Mitchell, Chief Paramedic</u>	Date: <u>1-18-2018</u>
County Attorney: <u>Carol Viner</u>	Date: <u>1-18-2018</u>
County Administrator: <u>Connie I. Hunt</u>	Date: <u>1-18-2018</u>
Board of County Commissioners, Chair: _____	Date: _____
Approve <input type="checkbox"/>	Deny <input type="checkbox"/>

COMMERCIAL LEASE AGREEMENT

This Lease made and entered into effective this __ day of January, 2018, by and between: Ridgway Fire Protection District (Lessor) and Ouray County for Emergency Medical Services by and through the Ouray County Board of County Commissioners (Lessee).

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. DESCRIPTION OF LEASED PREMISES. Lessor leases to Lessee the partial premises located at, and described more particularly as follows: partial premises located at 251 N Railroad St. Ridgway, Co. 81432 being a 20 x 30 office of approximately 600 sq. ft; two ambulance bays being 20 x 30 and 15 x 30 or approximately 1050 sq. ft; and living quarters of approximately 1218 sq. ft. The entire leased premises are depicted on Exhibit A which is attached and incorporated by reference.
2. COMMON AREAS. In addition to the Leased Premises described above, Lessee shall have shared access to the parking area and driveway.
3. TERM. The term of this Lease is one (1) year, beginning on January 1, 2018, and terminating on December 31, 2018, at 11:59 p.m.
4. RENT. The rent under this lease is \$26,400.00. Lessees shall pay Lessor that amount in installments of \$6,600.00 each quarter, beginning on January 31, 2018 with succeeding payments due on the April 15, July 15, October 15, 2018.
5. LESSEE OPERATING COSTS. In addition to the Rent above, Lessee is responsible for expenses associated with its Lease Premises, including:
 - a. cleaning and janitorial services;
 - b. maintenance and operating supplies;
 - c. telephone, internet and cable services; and
 - d. one half of snow removal, if any.
6. LESSOR OPERATING COSTS. The Lessor is responsible for:
 - a. all property or building taxes (if applicable) and any sales and use tax;

- b. to arrange and pay for all utilities furnished to the entire building and all premises, including electricity, gas, water, and sewer;
 - c. security for the building;
 - d. window cleaning;
 - e. all insurance for the building and land;
 - f. repairs and replacements to the building;
 - g. any and all required accounting and auditing; and
 - h. provision, repair, replacement and maintenance of all heating, cooling, ventilation, and air conditioning equipment throughout the entire premises and building.
7. USE OF PREMISES. The Leased Premises are to be used for Ouray County Emergency Medical Services, ambulance storage, and overnight quarters for on duty crew. No pets or animals are allowed to be kept on the Leased Premises, unless express consent is given. Only registered and insured motor vehicles may be parked in the parking lot or driveway. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of Lessor, or Lessor's authorized agent.
8. NO SMOKING, ALCOHOL OR DRUGS. The use of alcohol or smoking of any kind in the Leased Premises is expressly forbidden on 251 N Railroad St. Ridgway, CO, 81432. Any use of alcohol or smoking on the property is a material breach of this Lease.
9. RESTRICTIONS ON USE. Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in any increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee business purposes. Lessees shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.
10. LESSEE IMPROVEMENTS. The Lessee shall obtain written permission from the Lessor before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Leased Premises;
 - b. removing or adding walls, or performing any structural alterations;

- c. changing the amount of heat or power normally used on the Leased Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Lessor's prior consent.
11. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.
12. REPAIRS AND MAINTENANCE. Lessee shall maintain the leased premises and keep them in good repair at its own expense, except for those operating costs set forth in Paragraph 6 above.
13. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES. Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of nature, including fires and storms. Before delivery, Lessee shall remove any business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.
14. ENTRY ON PREMISES BY LESSOR. Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so, upon 48 hours notice. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof, upon 72 hours written notice to Lessee.
15. QUIET ENJOYMENT. The Lessor covenants that upon paying the Rent and

performing the covenants contained herein, Lessee will peacefully and quietly have, hold and enjoy the Premises for the agreed term.

16. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE. Lessees shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the premises without the written consent of Lessor. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of the Lessor, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within three days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them at the expense of Lessee.
17. NONLIABILITY FOR DAMAGES. Neither party shall be liable to the other for liability or damage claims for injury to persons or property from any cause relating to its use of the premises. This includes those claims arising out of damages or losses occurring on sidewalks and other areas adjacent to the property. Each party shall indemnify the other from all liability, loss, or other damage claims or obligations resulting from any injuries or losses caused by it.
18. LESSEE LIABILITY INSURANCE. Lessee shall procure and maintain in force at their expense during the term of this lease and any extension thereof public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the Leased Premises, in a minimum amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for each person injured, and Nine Hundred and Ninety Thousand Dollars (\$990,000.00) per occurrence. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses that are not the fault of Lessor or its employees, agents or assigns. If the insurance policy is not kept in force during the entire term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor. Prior to Lessor obtaining necessary insurance, Lessor shall notify Lessee in writing of its failure to obtain insurance coverage and shall provide ten days for Lessee to obtain the necessary insurance.
19. LESSOR PROPERTY AND LIABILITY INSURANCE. Lessor shall procure and maintain in force at its expense during the term of this lease and any extension thereof property liability insurance. Such coverage shall be adequate to protect against

loss to structure, mechanical or improvements to the buildings on the premises and Lessee shall assume no liability for any such loss. In addition, Lessor shall procure and maintain in force at its expense, during the term of this lease and any extension thereof, public liability insurance. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the entire real property, in a minimum amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for each person injured, Nine Hundred Ninety Thousand Dollars (\$990,000.00) per occurrence and insurance for the real property for the value of the property. The insurance policies shall provide coverage for contingent liability of Lessee on any claims or losses that are not the fault of Lessee or its employees, agents or assigns. If the insurance policy is not kept in force during the entire term of this lease or any extension thereof, Lessee may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessee upon presentment and shall be due the month following the date on which the premiums were paid by Lessee. Prior to Lessee obtaining necessary insurance, Lessee shall notify Lessor in writing of its failure to obtain insurance coverage and shall provide ten days for Lessor to obtain the necessary insurance.

20. PERSONAL PROPERTY INSURANCE. Each party understands that it is solely responsible to insure its personal property against any loss or damage and that the other shall not be responsible for any personal property loss or damage suffered by the other, regardless of fault.
21. ASSIGNMENT – SUBLEASE – LICENSE. Lessee shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the lease at the option of Lessor. The interest of Lessee in this lease is not assignable by operation of law without the written consent of Lessor.
22. BREACH. The failure of either party to comply with each and every term and condition of this lease shall constitute a breach of this lease. A party shall have ten (10) calendar days after receipt of written notice from the other of any breach to correct the conditions specified in the notice.
23. REMEDIES OF LESSOR FOR BREACH BY LESSEE. Lessor shall have the following

remedies in addition to its other rights and remedies in the event Lessee breaches this lease agreement and fail to make corrections as set forth in Paragraph 22:

- a. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee for a substantial violation which reasonably places the property in danger of waste, nuisance or unlawful use as set forth above under Paragraph 11.
- b. Re-entry by Lessor shall terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises.
- c. After re-entering, Lessor may re-let the premises or any part thereof for any term, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises.
- d. In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses for the alterations and repairs made.
- e. Upon a breach which does not reasonably place the property in danger of waste, nuisance, or unlawful use as set forth in Paragraph 11 above, Lessor shall proceed under Paragraph 22. If after notice and an opportunity to cure, Lessee is still in breach, Lessor may terminate this Lease and evict the Lessee under Colorado Law.

24. REMEDIES OF LESSEE FOR BREACH BY LESSOR. Lessee shall have the following remedies in addition to its other rights and remedies in the event Lessor breaches this lease agreement and fails to make corrections as set forth in Paragraph 22:

- a. Lessee may terminate the Lease for substantial violation by Lessor which reasonably places the property in danger of waste, nuisance or unlawful use as set forth above under Paragraph 11.
- f. Upon termination of the Lease, Lessee may recover from Lessor all damages proximately resulting from the breach, including the cost of relocating.

- g. Upon a breach which does not reasonably place the property in danger of waste, nuisance, or unlawful use as set forth in Paragraph 11 above, Lessee shall provide to Lessor a ten day written notice to cure the breach. If Lessor fails to cure the breach, after written notice, Lessee may terminate this Lease in accordance with Colorado Law.
24. ATTORNEY'S FEES. If either party files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition, the prevailing party shall be responsible for reasonable attorney's fees and costs.
25. CONDEMNATION. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The lease amount for the remainder of the term shall be reduced by the amount that the usefulness of the Leased Premises has been reduced for the business purposes of Lessee.
26. OPTION TO RENEW. Upon 90 days written notice prior to the expiration of the Term, Lessee may renew this lease for additional one year terms. Unless modified by the parties, all terms of the renewed lease will be the same except that on January 1, 2020, the rent will automatically increase by 2% and will increased each year thereafter by 2%. If Lessee fails to provide written notice upon 90 days prior to the expiration of the Term, the current lease shall continue except for the increased rent provision contained herein.

In witness whereof, the parties have executed this Lease.

By: OURAY COUNTY BOARD OF COUNTY COMMISSIONERS

Chair, Don Batchelder

Attest:

Michelle Nauer, Clerk and Recorder Hannah
By Hollenbeck, Deputy Clerk of the Board

By: Ridgway Fire Protection District

Chair, _____

EMS # 4.27.16

EXHIBIT A



OFFICE 20X30 = 600 #

LIVING 18X7 = 126 + 39X28 = 1092 = 1218 #

GARAGE 20X30 = 600 + 15X30 = 450 = 1050 #

