

FIRE STATION LEASE

THIS LEASE (“Lease”) is made and entered by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado (“Sheridan”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“Denver”), to be effective as of the 1st day of January, 2013 (“Effective Date”).

RECITALS

A. Denver and Sheridan have entered into an Intergovernmental Agreement To Provide Fire Protection (the “IGA”) under which Denver will provide Sheridan with certain fire protection services for a period of time ending on December 31, 2013. As part of the IGA, Sheridan will lease the Fire Station Facility described in an exhibit to the IGA and in Attachment 1 to this Lease to Denver for \$1.00 and shall pay all utilities for the Fire Station Facility.

B. Denver and Sheridan wish to enter into this Lease in accordance with the IGA.

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, Denver and Sheridan agree as follows:

1. **LEASE.** Sheridan leases the premises identified in Attachment 1 (the “Leased Premises”) to Denver, and Denver leases the Leased Premises from Sheridan, for use by Denver exclusively as a fire station and administrative offices. The Leased Premises consist of a portion of the building owned by Sheridan at 4101 South Federal Boulevard, Sheridan, Colorado (the “Building”), and include (i) the furniture, fixtures and equipment present (the “FF&E”) on the Leased Premises (but not including firefighting equipment, which will be conveyed pursuant to the IGA, or personally owned by individual Sheridan firefighters), (ii) access to and through the ambulance bays, as depicted on Attachment 1, and (iii) parking on the sides of the Building sufficient to meet the reasonable needs of Denver and its firefighters. The FF&E is leased to Denver on an “as is” basis and no warranty is made to Denver with regard to the condition of the FF&E. Sheridan shall retain ownership of the FF&E during its useful life. Denver may replace at its option and sole cost any of the FF&E, but before discarding any of the current FF&E, Denver will give the Sheridan the opportunity to remove the item from the Leased Premises at Sheridan’s sole cost and expense. Denver shall retain ownership of any FF&E it purchases or provides and installs on the Leased Premises.

2. **TERM.** The term of this Lease shall commence as of the Effective Date of this Lease and run through December 31, 2013, unless this Lease and the IGA are earlier terminated or the term of this Lease and the IGA are extended by amendments executed by Denver and Sheridan (“Term”).

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3. **RENT.** The rent shall be \$1.00, the receipt and sufficiency of which is acknowledged.

4. **INSURANCE.** Sheridan shall, at its sole cost and expense, maintain Commercial General Liability and Property Damage Insurance and such other coverage(s) at such levels as are currently in effect, covering the Building, and to keep such coverage(s) in force throughout the Term of this Lease. Denver acknowledges that it is self-insured pursuant to the Colorado Governmental Immunity Act, sections 24-10-101 et seq., CRS.

5. **COMPLIANCE WITH LAWS.** Denver and Sheridan will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the Leased Premises.

6. **ASSIGNMENTS AND SUBLEASES.** Without Sheridan's prior written consent, which Sheridan may withhold in its sole discretion, Denver will neither assign this Lease in whole or in part nor sublease all or part of the Leased Premises.

7. **ALTERATIONS.** Denver will not make any alterations, additions, or improvements to the Leased Premises without Sheridan's prior written consent, which consent shall not be withheld unreasonably.

8. **SHERIDAN'S ACCESS.** Sheridan, its agents, employees, and contractors may enter the Leased Premises at any time in response to an emergency or to service mechanical equipment or utilities for the Building. Sheridan may enter the Leased Premises at reasonable hours and following reasonable notice to (a) inspect the Leased Premises, (b) supply any other service which this Lease requires Sheridan to provide, (c) post notices of nonresponsibility or similar notices, or (d) make repairs which this Lease requires Sheridan to make; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Denver as reasonably possible. Sheridan will at all times have a key with which to unlock all of the doors in the Leased Premises (excluding Denver's vaults, safes, and similar areas). Sheridan will have the right to use any means Sheridan may reasonably deem proper to open doors in and to the Leased Premises in an emergency in order to enter the Leased Premises. No lawful entry into the Leased Premises by Sheridan by any reasonable means will be a forcible or unlawful entry into the Leased Premises or a detainer of the Leased Premises or an eviction, actual or constructive, of Denver from the Leased Premises. During the time of entry by Sheridan on the Leased Premises, Sheridan shall be responsible for providing for the security of the Leased Premises against unlawful entry by third parties and against unlawful activities by third parties on the Leased Premises.

9. **COVENANT OF QUIET ENJOYMENT.** So long as Denver pays the rent and

materially performs the obligations in this Lease, Denver's possession of the Leased Premises will not be disturbed by Sheridan, or anyone claiming by, through or under Sheridan.

10. **UTILITIES, REPAIRS, AND MAINTENANCE.** Sheridan shall furnish or cause to be furnished water, sewer, electricity and gas (the "Utilities") sufficient to meet Denver's needs at the Leased Premises. Utilities shall be billed to and paid by Sheridan. Denver shall not be responsible for any repairs or maintenance of the Building or its mechanical systems, which shall remain the responsibility of the Sheridan. Denver shall be responsible for the maintenance of its own equipment and for fire-specific fixtures such as the exhaust extraction system, and for cleaning and custodial duties within the Leased Premises. Any financial obligations of Denver under this Lease shall extend only to monies appropriated for the purpose of this Lease by the Denver City Council, and paid into the City Treasury for the purposes of this Lease.

11. **MISCELLANEOUS.**

a. Governing Law. The laws of the State of Colorado, without regard for its conflicts of laws provisions, shall govern the interpretation and enforcement of this Lease.

b. Appropriations. The obligations of the parties hereunder shall extend only to monies duly appropriated by each City for the purposes of this Lease. Neither Sheridan nor Denver intends by this Lease to irrevocably pledge present case reserves for payments or services in future fiscal years, and this Lease is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Sheridan or Denver.

c. Joint Advisory Board. Sheridan and Denver shall comply with the provisions of Section 11 of the IGA regarding the referral of questions or issues which may arise hereunder to the joint advisory board.

12. **AUTHORIZATION OF EACH PARTY/MINOR MODIFICATIONS.** Each party hereby represents to the other that it has duly and lawfully considered and entered into this Lease through its duly designated representatives. Sheridan, by and through its City Manager, and Denver, by and through its Fire Chief, shall be entitled to agree upon minor modifications to this Lease, and reduce such modifications to writing, provided such modifications (i) are acceptable in form to each party's City Attorney, (ii) do not lengthen the Term of this Lease, and (iii) impose no additional financial obligation upon either party.

Contract Control Number: FIRES-201208810-00

Contractor Name: City of Sheridan

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: FIRES-201208810-00

Contractor Name: City of Sheridan

By: Dallas Hall

Name: DALLAS HALL
(please print)

Title: MAYOR
(please print)

ATTEST: [if required]

By: Arlene Sagee

Name: Arlene Sagee
(please print)

Title: City Clerk
(please print)



