

050215-06

LEASE AGREEMENT NO. 8-09170
BETWEEN A&I CONSTRUCTION MANAGEMENT
AND LARAMIE COUNTY

1. **Parties.** This Lease is made between Laramie County, having its principal office at P.O. Box 608, City of Cheyenne, State of Wyoming [Lessor], and State of Wyoming, Department of Administration and Information, Construction Management, a governmental body of the State of Wyoming [Lessee]. In consideration of the mutual covenants contained herein, the parties agree as follows:

A. Lessor's business address for the purpose of notification under the terms of this lease is:

Laramie County
P.O. Box 608
Cheyenne, Wyoming 82001

B. Lessee's business address for the purpose of notification under the terms of this lease is:

Department of Administration and Information
Construction Management
1920 Thomas Avenue, Suite 310
Cheyenne, Wyoming 82002

C. In the event that the addresses listed above change, the party whose address has changed will immediately notify the other party to the lease in writing.

2. **Purpose of Lease.**

A. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable lessee for business purposes.

B. Lessee desires to lease a portion of the premises for conducting government business. The premises will be occupied by the Department of Health, Women, Infants & Children (WIC) Program.

C. The parties desire to enter into an agreement [Lease] defining their rights, duties, and liabilities relating to the lease of the premises.

D. For consideration, Lessor leases to Lessee the building and land [premises] located in the County of Laramie, State of Wyoming, and more particularly described as follows:

1,866 square feet of office space located at 100 South Central Avenue, Cheyenne, Wyoming 82007.

3. **Term of Lease.** Lessor leases the above premises for a term of five (5) years, commencing July 1, 2005, and terminating June 30, 2010, or sooner as provided herein. This Lease is not valid and shall not become effective until it is signed by an authorized representative of the Lessor and an authorized representative of the Lessee, and has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, and, if required by Wyo. Stat. § 9-2-1016(b)(iv)(D), approved by the Governor or his designee. The effective date of the Lease shall be the last date of signature, and the Lease shall commence on the last date of signature or on the date specified in the Term of Lease provision, whichever is later. This Lease may be extended under the same terms and conditions by mutual written agreement of the parties to this Lease.

4. **Rent Payment.** The rent to be paid by Lessee to Lessor shall be TWENTY-FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00) per year. One-half (½) of the annual rental amount will be paid semi-annually in advance each July and December. The total amount of rent paid under this Lease shall not exceed ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00). No payment shall be made under this Lease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Lease.

5. **Responsibilities of Lessor.**

A. **Parking.** Lessor shall provide parking on a first come first served basis.

B. **Quiet Enjoyment.** Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the premises free from any eviction or interference by Lessor if Lessee pays the rent, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

C. **Taxes.** Lessor shall pay all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the premises.

D. **Janitorial.** Lessor will provide janitorial services that may be required to keep the building, furniture and fixtures in neat, clean and sanitary condition. All cleaning supplies, to include soap, waxes, disinfectants and trash can liners are to be provided by Lessor. Expendable restroom supplies are to

LARAMIE COUNTY CLERK
CHEYENNE, WY.

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buggy

include toilet paper, paper towels and hand soap and are to be provided by the Lessor. Snow removal is to be provided by Lessor. All maintenance, i.e., light bulbs, heating and cooling and carpet cleaning shall be provided by Lessor.

E. Utilities. All applications and connections for necessary utility services on the premises, with the exception of telephone, shall be made in the name of Lessor only, and Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, snow removal, garbage and janitorial services.

6. Responsibilities of Lessee:

A. Access to Premises. Lessee shall permit Lessor or its agents to enter the portion of the premises occupied by Lessee at all reasonable hours to inspect the premises or make repairs; all provided that Lessee's use of the premises shall not be unreasonably impaired.

B. Nonassignment. Neither Lessee nor its successors or assigns shall, without Lessor's consent, assign, mortgage, pledge, or encumber this Lease or sublet the premises in whole or in part, or permit the premises to be used or occupied by others.

C. Surrender of Possession. Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair.

7. Special Provisions.

A. Alterations, Additions, and Improvements.

1. Lessee may, with the Lessor's prior written approval and at Lessee's own expense, at any time during the lease term, make alterations, additions, or improvements in and to the premises. No structural or substantial portion of the premises shall be demolished or removed by Lessee without the prior written consent of Lessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the premises.

2. All alterations, additions, and improvements on or in the premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

B. Condition of Premises.

1. Lessee. Lessee has examined and knows the condition of the premises to be leased.

2. Lessor. Lessor agrees to provide the leased premises in good order and repair, and that in accordance with the above described Summary agrees that if itemized damage exists, the repairs as indicated will be made. Lessor shall disclose all known contamination or hazardous conditions and defects to Lessee. In the event Lessor fails to make the required repairs, Lessee may terminate the Lease.

C. Destruction of Premises.

1. Substantial destruction. If the premises shall be damaged by fire or other casualty which shall, in the opinion of the Lessee, make the premises substantially unusable, the obligation to pay rent shall cease until the premises are substantially usable by Lessee.

(a) Repair. Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List". The list shall contain the following:

- (i) Damages to be repaired by either Lessor or Lessee;
- (ii) Damages that will not be repaired;
- (iii) The dates by which either Lessor or Lessee shall complete repairs.

(b) Failure to repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Lessee and Lessor, this Lease may be terminated by either party.

2. Partial destruction. In the event of partial destruction of the premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Lessee.

(a) Repair. Lessee and Lessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List". The list shall contain the following:

- (i) Damages to be repaired by either Lessor or Lessee;
- (ii) Damages that will not be repaired;
- (iii) The dates by which Lessor or Lessee shall complete repairs.

(b) Failure to repair. If the repairs, as specified in the Substantial/Partial Destruction and Repair List are not completed within the time specified, or as otherwise mutually agreed upon by Lessee and Lessor, this lease may be terminated by either party.

D. Easements, Contracts, or Encumbrances. The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the premises.

E. Insurance.

1. Lessor: During the term of the Lease and for any further time that Lessor shall hold the premises, Lessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire.

2. Lessee: During the term of the Lease and for any further time that Lessee shall hold the premises, Lessee shall obtain and maintain, at its own expense, insurance on its personal property and all contents owned by it and located at the premises.

F. Repairs.

1. Lessor shall keep in good repair all structural components of the building and grounds, exterior and interior walls, floors and ceilings of the leased space. Lessor shall also keep in good repair all of the premises operating systems, including but not limited to plumbing, electrical, heating, ventilation and air-conditioning systems.

2. Lessee at its own expense shall repair any damage or injuries caused by Lessee, its customers, members, invitees, agents or employees, but not including normal wear and tear.

G. Successors and Assigns. This Lease and the terms and conditions hereof apply to and are binding on the purchasers, heirs, legal representatives, successors, assignees, agents and employees of both parties.

H. Time is of the Essence. Time is of the essence in all provisions of this Lease.

I. Unlawful or Ultrahazardous Activity. Neither Lessor or Lessee shall use nor occupy the premises or any part thereof for any unlawful, or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Lease by the non-violating party. Lessee agrees to use the leased premises in full compliance with all state and federal laws, rules and regulations, and with all City ordinances.

8. General Provisions

A. Americans With Disabilities Act and Nondiscrimination. Lessor shall be responsible for the premises compliance with the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. The Lessor and Lessee shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with this Lease.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the first Judicial District, Laramie County, Wyoming.

C. Entirety of Lease. This Lease, consisting of four (4) pages, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or contracts, either written or oral. This Lease cannot be changed except by a written instrument subsequently executed by the parties.

D. Funding. This Lease is subject to the available funding of the Lessee. Should the governmental source of funds fail to appropriate monies or the responsible department or agency fail to provide the necessary funding, then the Lessee may terminate the Lease.

E. Notice. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth above.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

F. Sovereign Immunity. The State of Wyoming and Laramie County do not waive their Governmental Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Lease. Further, the State of Wyoming and Laramie County each fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease.

G. Termination. In addition to any other event provided for herein whereby this lease may be terminated, either party may terminate this agreement upon ninety (90) days written notice of termination. In the event that either party should exercise its right to terminate this lease by provision of written notice as above provided, all prepaid rents shall be returned to the Lessee. Occupation of the leased premises by

Lessee for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.

H. Waiver. The failure by Lessor or Lessee to insist upon the strict performance of any term or condition of this Lease or to exercise any right, power or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of such term or condition. A waiver of any breach shall not affect or alter this Lease. Each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

I. Lease Modification. Lessor and Lessee agree that any modification of the lease agreement language without the express approval of the Wyoming Attorney General's office renders this lease agreement null and void.

9. Signatures. IN WITNESS THEREOF, the parties to this Lease through their duly authorized representative have executed this lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease.

This Lease is not binding on either party until approved by the Purchasing Section, Department of Administration & Information, and the Governor of the State of Wyoming, if required by law.

The effective date of this Lease is the date of the signature last affixed to this page.

SIGNATURE:

Lessor (and seal)

STATE OF WYOMING

Department of Administration & Information
Construction Management

DATE:

By:

Phil Kiner

Date:

TITLE:

(Owner, manager, partner, etc.)

Attest:

WITNESS:

DATE:

Lessor's Tax Identification/Social Security Number 83-6000111

APPROVED AS TO FORM:

By:

Robert L. Lanter

Office of the Attorney General

Date

3-3-2005

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RECEIVED AND APPROVED
AS TO FORM ONLY
BY ASSISTANT COUNTY ATTORNEY





THE STATE OF WYOMING

DAVE FREUDENTHAL
GOVERNOR

EARL KABEISEMAN
DIRECTOR

Department of Administration and Information Construction Management

March 7, 2005

Mr. Peter Froelicher, County Attorney
Laramie County
P.O. Box 125
Cheyenne, Wyoming 82003

Re: Lease Agreement No.8-09170, Department of Health, Cheyenne

Dear Mr. Froelicher:

Enclosed is a fully executed copy of the lease or an amendment to the above referenced lease agreement.

If you have not already done so, please send us your invoice for payment of the next rental installment that will be due. A "generic" invoice is enclosed for your convenience, but you may certainly use an invoice which you have generated.

Please call me if you have any questions. Thank you for your help and cooperation in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy McCalla".

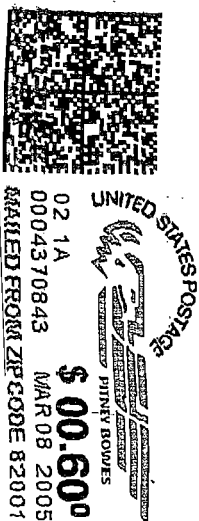
Nancy McCalla
Administrative Leasing Manager

Encl.
NM:tb

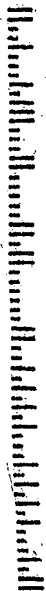
cc: Leland Clabots, Department of Health

State of Wyoming
Department of Administration & Information
Construction Management
1920 Thomas Avenue, Suite 310
Cheyenne, WY 82002-006

Mr. Peter Froelicher, County Attorney
Laramie County
P.O. Box 125
Cheyenne, Wyoming 82003



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interoffice
MEMORANDUM

To: Gus
From: Rhonda
Date: February 17, 2005
Subject: WIC Lease Agreement

Attached is the contract (050215-06) that was approved at the Commissioners' meeting this week. Please obtain signatures and return "Copy of Record" to me. Thanks.

Attachment

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**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: ~~July 20, 2004~~ *February 15, 2005*

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: *Health*

APPLICANT: *Sus Lopez* AGENT: *Sus Lopez*

4. DESCRIPTION: Consideration of a *lease agreement between Laramie County and State of Wyoming (WIC)*

Amount \$ *24,000*

From *7-1-2005* To *6-30-2010*

5. DOCUMENTATION: Originals and (4) four copies

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Humphrey _____		Co Attny _____
Knudson _____		Assist Co Attny _____
Ketcham _____		Grants Manager _____
Action _____		Outside Agency _____
Postponed/Tabled _____		