

**2026 SUBLEASE - PUBLIC SAFETY CENTER
MOFFAT COUNTY**

This Sublease is made between the following parties:

MOFFAT COUNTY , a body politic—and—	CITY OF CRAIG, CO , a municipal corporation
1198 West Victory Way	300 West Fourth Street
Craig, CO 81625	Craig, CO 81625

(hereinafter, "MOFFAT COUNTY") (hereinafter, "CITY")

and is upon the following terms and conditions.

RECITALS

- A. Pursuant to an "Intergovernmental Agreement to Exchange Space in the Public Safety Center for Real Property" dated July 22, 1998, (hereinafter, the "IGA") MOFFAT COUNTY agreed to provide City space for the Craig Police Department offices in the Public Safety Center (hereinafter, "PSC") cost-free for a period of ten (10) years from the date of occupancy. From August 1, 2001 through July 31, 2011 MOFFAT COUNTY did provide the CITY space for the Craig Police Department space in the PSC cost-free pursuant to a Sublease signed in 2002.
- B. Pursuant to the IGA, the City donated the property described on the attached Exhibit "A" (hereinafter, the "Property") for purposes of construction of the PSC upon said Property;
- C. The IGA also contemplated that after the ten (10) years of cost-free occupancy, MOFFAT COUNTY and the City would establish a new rental amount for a period of two (2) years.
- D. From January 1, 2016 to December 31, 2025, MOFFAT COUNTY provided the City space for the Craig Police Department in the PSC at a cost of \$60,000 per year pursuant to a Sublease signed in 2015.
- E. The PSC currently houses the following law enforcement agencies.
 - a.) The MOFFAT COUNTY Jail
 - b.) The MOFFAT COUNTY Sheriff's Office
 - c.) The City of Craig Police Department
 - d.) The Colorado State Patrol Troop 4B and
 - e.) The Colorado State Patrol Regional Communications Center

(herein, "Space Users");
- F. Through a joint planning process the Space Users have allocated the space in the PSC between space dedicated exclusively to each user and space to be used in

common by all of the Space Users;

- G. Attached hereto as Exhibit "B" is a schematic drawing of the main floor plan for the PSC, which drawing depicts the City's exclusive space in yellow and further depicts space to be used in common by all Space Users in light green; and
- H. MOFFAT COUNTY did sublease to CITY for a term of two (2) years from August 1, 2013, for its exclusive use, the 2,258 square feet in the PSC, and depicted in yellow on Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants and agreements, it is agreed as follows:

1. Sublease/Exclusive Space. Sublease/Exclusive Space. MOFFAT COUNTY does hereby sublease to City for a term of one hundred twenty (120) months commencing January 1, 2026, for its exclusive use, the 2,258 square feet in the PSC, and depicted in yellow on Exhibit "B." The exclusive space sublet to City pursuant to this Paragraph 1 shall be managed and controlled by CITY without disturbance by MOFFAT COUNTY or any other Space User.

2. Common Area. In addition to the exclusive space sublet to City, City shall have the use in common with all Space Users for a term of one hundred twenty months (120) commencing January 1, 2026 of the approximate 9,000 square feet of shared space (common area) indicated in light green on Exhibit "B" attached hereto, together with the driveways and parking lot/spaces constructed on the Property described on Exhibit "A." The common space will be used for the law enforcement function of all Space Users, including but not limited to: (i.) reception and waiting rooms; (ii.) storage rooms, including evidence; (iii.) armory; (iv.) reporting, interview and viewing rooms; (v.) training/ classrooms; (vi.) locker rooms and wellness facilities; and (vii.) motor vehicle access and parking; (viii) sally port.

This common space may be used by all Space Users or may be used by less than all Space Users, all pursuant to rules of use and/or protocols developed by the users. Any rules and/or protocols for said use will be established by the joint concurrence of the MOFFAT COUNTY Sheriff, Craig Chief of Police and the State Patrol Captain, with the MOFFAT COUNTY Board of County Commissioners reserving the right to make final decision regarding rules for common use. The common area shall not be used for a non law enforcement function without the consent of all the parties.

MOFFAT COUNTY reserves the right to alter, remodel or reconfigure the common area at any time during the term hereof, EXCEPT THAT the gross space available for use in common shall not be substantially reduced during the term hereof without the consent of all Space Users.

3. Rental. In exchange for the space described above, the City shall pay \$3,672.34 to MOFFAT COUNTY each month which amount shall include the cost of all utilities. Rental rate is based on actual cost to operate the facility incurred by MOFFAT COUNTY. Moffat County shall review operating costs annually in June of each year. Rent may be adjusted up or down based on that review. MOFFAT COUNTY will provide cost review including all underlying data and

proposed rate adjustment to the CITY OF CRAIG no later than August 30 of each year during the term of the lease. The monthly rental rate the City pays shall be based on the actual costs to operate the facility following annual review done by August 30 of each year. The adjusted rent amount will become effective January 1 for the subsequent year.

In addition to this yearly rental amount the City shall also pay for:

- a) all telephone and telecommunication charges incurred by City in its operation of a City Police Department; and
- b) all premiums due for any insurance insuring City against loss of property, general liability or workers' compensation.
- c) 100% of the cost of any repairs to the PSC necessitated by the acts or omissions of its agents, invitees, contractors or employees.
- d) 100% of any non-structural cosmetic changes to the City's exclusive space, including but not limited to painting and flooring. The City shall have exclusive authority to make any and all such changes provided that such changes do not affect or endanger the structural integrity of the PSC nor otherwise negatively impact the use of the PSC by other Space Users.

4. Furniture, Fixtures and Equipment. City shall be responsible for providing at its sole cost all furniture, fixtures and equipment necessary for operation and occupancy of its exclusive space and shall bear all risk of loss of the same. Future replacement and repair of the furniture, fixtures and equipment utilized in the Common Area shall be by mutual agreement of the Space Users and the cost of any agreed upon replacements or repairs shall be born equally by the Space Users.

5. Covenants of City. City covenants and agrees as follows:

- a) to use and occupy the space provided in this Sublease for the Craig Police Department and no other use;
- b) to not assign or sublet this Sublease;
- c) to not interfere with the peaceable possession or occupancy of any other Space User;
- d) to not commit waste of the Property; and
- e) to not make any alteration, addition or improvement to any of its exclusive space or the common area without the prior written consent of MOFFAT COUNTY.

6. Covenant of MOFFAT COUNTY. MOFFAT COUNTY covenants and agrees as follows:

- a) to not interfere with or disturb City's exclusive space;
- b) to keep all improvements at the PSC in good repair and provide all routine maintenance to the PSC;
- c) to pay all obligations against the PSC; and
- d) to keep the sidewalks, parking lot and driveway in front of and around the PSC free from ice and snow and other obstruction.

7. Mortgage. The parties acknowledge that the PSC is no longer subject to a Mortgage and Indenture of Trust as it was satisfied April 13, 2021.

8. Insurance and Governmental Immunity. Each party shall maintain casualty and liability insurance coverage relative to its operation and activities, including coverage for its exclusive space and the furniture, fixtures and equipment therein. Additionally, MOFFAT COUNTY shall insure all contents of the common areas. Each of the parties hereto is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S § 24-10-101, *et seq.*, as amended [hereinafter, the "ACT"], and shall at all times during the term of this Sublease or any extension thereof, maintain such liability insurance, by commercial policy or self insurance, as is necessary to meet such party's liability under the ACT. Either party shall show proof of such insurance upon request of the other.

Defense of third-party claims, including employment claims, shall be the responsibility of the party whose alleged actions or omissions gave rise to the claim.

9. Notices. Any notices hereunder shall be considered sufficiently given if delivered personally or mailed by first class mail, postage prepaid, and addressed to the parties at the addresses set forth above.

10. Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Sublease by City:

- a) Vacating the Premises: The vacating or abandonment of the Property by City;
- b) Failure to Perform: The failure by City to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by City, where such failure shall continue for a period of thirty (30) days after written notice thereof by MOFFAT COUNTY to City, provided, however, that if the nature of City's default is such that more than thirty (30) days are reasonably required for its cure, then City shall not be deemed to be in default if City commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

11. Remedies. In the event of any such default or breach by City, MOFFAT COUNTY may at any time thereafter, and without limiting MOFFAT COUNTY in the exercise of a right or remedy which MOFFAT COUNTY may have by reason of such default or breach, pursue any remedy now or hereafter available to MOFFAT COUNTY under the laws or judicial decisions of Colorado.

12. Surrender of Premises. Unless an extension or renewal of this Sublease is in place at the conclusion of the term hereof, City shall yield and deliver possession of the exclusive space and common area let to it herein. If CITY holds over at the end of the term hereof or after MOFFAT COUNTY's timely notice of termination, City shall be a tenant at will, subject to eviction.

13. RENEWAL. It is the expectation of the parties to negotiate another lease agreement

no later than one hundred twenty (120) days prior to the end of this agreement.

MOFFAT COUNTY, Colorado, a body politic,
By its Board of County Commissioners

CITY OF CRAIG, Colorado
a municipal corporation

By: _____
Melody Villard, Chair

By: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

	<u>2023</u>	<u>2024</u>	<u>Total</u>
PSC Maintenance			
Maintenance Staff	21,508	21,848	43,356
Operating Supplies	25,846	36,653	62,499
Telephone	0	0	0
Utilities	90,062	69,165	159,227
Insurance	99,625	107,073	206,698
Maintenance Contracts	17,029	0	17,029
Dumpster	0	0	0
Rugs	0	0	0
Snow Plowing	0	0	0
Equipment Repair/Maintenance	10,457	11,986	22,443
<i>Maintenance Total</i>	264,527	246,725	511,252
Capital Projects			
Chairs for waiting room	0	644	644
HVAC Unit	1,186	58,338	59,524
Carpet/Tile Replacement	0	0	0
Remodel of Cell	0	0	0
Upgrade Keypad Entry System	0	0	0
Asphalt	0	0	0
Boiler Replacement	0	0	0
Exhaust System	0	0	0
Purchase of Scissor Lift	0	0	0
Purchase of Lawn Mower	0	0	0
Stairs and Crossover for Roof	0	0	0
Install 24 Phase Protectors	0	0	0
New Ice Machine for Jail Kitchen	0	0	0
New Roof	0	0	0
Washer & Dryer	0	0	0
Handicap Accessible Door	0	0	0
Cameras	0	0	0
Finger Print System	20,027	0	20,027
Fire Suppression System	78,100	4,111	82,211
Garage Lighting	0	0	0
Security Upgrade	1,865	14,407	16,272
<i>Capital Projects Total</i>	101,178	77,500	178,678
Totals	365,705	324,225	689,930

Square Footage per agreement:	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>	
5,258 \$	35,954.06	\$ 33,534.45	\$ 69,488.51	34,744.26	
Total Square footage of PSC	38,685 \$	13,751.94	\$ 10,533.67	\$ 24,285.61	12,142.81
Totals	\$ 49,706.01	\$ 44,068.12	\$ 93,774.12	46,887.06	
Total Square Footage Rate	9.45	8.38	17.83	8.92	

2026 Craig Police D

Craig Police Dept Square footage Rate	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>
Maintenance	6.84	6.38	13.22	6.61
Capital Projects	2.62	2.00	4.62	2.31
Craig Police Dept Rate revised	<u>2023</u>	<u>2024</u>	<u>Total</u>	<u>Average</u>
Maintenance	35,954.06	33,534.45	69,488.51	34,744.26
Capital Projects	13,751.94	10,533.67	24,285.61	12,142.81
Totals	49,706.01	44,068.12	93,774.12	46,887.06