

INTER-DEPARTMENTAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this the 9th day of April 2024, by and between Huerfano County, Colorado, acting by and through the Road and Bridge Department, (hereinafter "Lessor"), and Huerfano County, Colorado, acting by and through the Huerfano County Sheriff's Office, (hereinafter "Lessee").

In consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

1. LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the property (hereinafter referred to as "Vehicle") described in Exhibit A attached hereto and made a part hereof.
2. TERM. This lease shall commence on the date of the signing of this Agreement and shall expire (1) one year from the date of commencement.
3. RENT. Rent for the Vehicle shall be paid by Lessee to Lessor in one lump sum payment of \$58,707.00, said rental payment to be made within sixty (60) days after receipt of an invoice from Lessor.
4. USE. Lessee shall primarily use the Vehicle for the purpose of transporting MH/SUD inmates to and from facilities throughout the State of Colorado but may use the Vehicle for other Huerfano County purposes if not being used to transport MH/SUD inmates. Lessee shall comply with all applicable governmental laws, ordinances and regulations in any way relating to the possession, use of maintenance of the Vehicle. Lessor will supply to Lessee labels, plates or other markings and Lessee shall affix the same on the Vehicle.
5. DESTRUCTION OF VEHICLE. If during the term of the lease the Vehicle is destroyed and cannot be repaired, Lessor will not be required to replace said Vehicle. Lessee will notify Lessor within 48 hours of the destruction of said Vehicle.
6. LESSEE'S REPRESENTATIONS. Lessee represents to Lessor that:
 - (a) It has confirmation from the State of Colorado (JBBS/OBH) that upon receipt of an invoice from Lessee (as set forth in paragraph 3 above), the State will pay the amount set forth in paragraph 3 above to Lessee, and Lessee, upon receipt of said fund, will pay Lessor the amount set forth in paragraph 3 above. After June 1, 2024, and at such time as the Vehicle is in service, Lessee shall submit an invoice to the State of Colorado (JBBS/OBH) for reimbursement for said services. Lessee shall still pay Lessor within sixty (60) days of receiving the invoice.
 - (b) It has an immediate need for the Vehicle, and such need is not temporary or expected to diminish during the Term.
7. LESSOR'S INSPECTION. Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the Vehicle may be located for the purpose of inspecting same.
8. REPAIRS. Lessee shall keep the Vehicle in good repair and condition and shall bear all expenses on the maintenance and operation of the Vehicle during the term of the lease. At such time as Lessor services the Vehicle, Lessor shall submit an invoice to Lessee and Lessee shall make payment to

Lessor with sixty (60) days after receipt of an invoice from Lessor.

9. **INSURANCE.** Lessor shall keep the Vehicle insured during the term of the Lease and shall provide Lessee with proof of such coverage so that the Lessee may keep proof of coverage in the Vehicle at all times.
10. **SURRENDER.** Upon the expiration or earlier termination of this Lease, Lessee shall return the Vehicle to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering, at Lessee's sole cost and expense, possession of the Vehicle to Lessor at such place as Lessor may designate.
11. **ASSIGNMENT.** Without the prior written consent of Lessor, Lessee shall neither assign, transfer or pledge this Lease, the Vehicle or any part thereof, or any interest therein, nor sublet the Vehicle.
12. **DISPUTES.** The County Attorney or their designee shall arbitrate any disputes that may arise in the interpretation, execution, or enforcement of this Lease. This includes any breach of the terms and conditions of the agreement. The County Attorney shall have the authority and consent of the parties to fashion an appropriate remedy with the approval of the Board of County Commissioners.
13. **NOTICE.** Until further written notice to Lessee, all notices from Lessee to Lessor shall be sent via email to Road and Bridge Superintendent. Until further written notice to Lessor, all notices from Lessor to Lessee shall be sent via email to the Huerfano County Sheriff.
14. **MODIFICATION.** This Agreement contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by the Huerfano County Board of County Commissioners
15. **GOVERNING LAW.** This lease and other instruments or documents executed by the parties hereto, and the rights and duties of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Colorado.
16. **SEVERABILITY.** If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

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IN WITNESS WHEREOF, the parties hereto have executed this Huerfano County Interagency Lease Agreement on the day and year first above written.

LESSOR:
HUERFANO COUNTY
Acting, by and through
The Road and Bridge Department

LESSEE:
HUERFANO COUNTY
Acting by and through
The Huerfano County Sheriff's Office

By: _____
Dustin Hribar, Road and Bridge Superintendent

By: _____
Bruce Newman, County Sheriff

APPROVED:
HUERFANO COUNTY
Board of County Commissioners

By: _____
John Galusha, Chairman
Board of County Commissioners