

**ADAMS COUNTY, COLORADO  
LEASE AGREEMENT FOR OFFICE SPACE  
AT THE ADAMS COUNTY GOVERNMENT CENTER**

THIS LEASE AGREEMENT FOR OFFICE SPACE AT THE ADAMS COUNTY GOVERNMENT CENTER (“Lease”) is made this \_\_\_ day of \_\_\_\_\_, 2024, between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Suite C5000A, Brighton, CO 80601, hereinafter referred to as “Landlord,” and the City of Commerce City, located at 7887 E. 60<sup>th</sup> Avenue, Commerce City, CO 80022, hereinafter referred to as “Tenant.”

1. DEFINITIONS

The following definitions are applicable to this Lease:

- a) Landlord. The Landlord is Adams County, a body politic and a political subdivision of the State of Colorado. Landlord is the owner of the Premises, as herein defined.
- b) Tenant. The Tenant is the City of Commerce City, a Colorado home rule municipality.
- c) Premises. The Premises consists of approximately eighteen hundred (1,800) square feet located on the first floor of the Adams County Government Center, 4430 S. Adams County Parkway, Suite W1000, Brighton, CO 80601. The Premises, is depicted on Exhibit A, attached hereto and incorporated herein. The Premises shall be secured by reasonable and appropriate lock and key provided by Landlord at all entry points.

2. USE OF PREMISES

Tenant shall use the Premises as office space primarily for a sexual assault task force, including related family-based crimes that Tenant is operating jointly with the City of Brighton. Tenant shall be responsible for the conduct of any of its employees, agents, guests, or invitees using or occupying the Premises, as well as the employees, agents, guests, or invitees of other agencies using or occupying the Premises in furtherance of the sexual assault task force’s activities.

Tenant shall not, without Landlord’s prior written consent, use the Premises for any purposes substantially different from those stated above. Tenant shall conduct Tenant’s business and, to the best of Tenant's ability, control Tenant’s agents, employees, licensees, guests, and invitees in such a manner as will not create any nuisance or unreasonably interfere with, disturb, or annoy other persons in their use and operation of the building. Tenant shall at all times maintain the Premises in a usable and sanitary condition, and comply with all laws, ordinances, orders, rules, and regulations pertaining to the use or occupancy of the Premises that have been adopted by any governmental authority having jurisdiction of the Premises, including any building use guidelines established by Landlord and provided to Tenant. Tenant shall comply with all covenants and

restrictions of record relating to the Premises, building, or land on which they are constructed as disclosed by Landlord to Tenant.

3. TERM

This Lease is for a term of three (3) years beginning March 1, 2024, and ending February 28, 2027 (“Initial Term”). Thereafter, Tenant has the option to extend this Lease for successive one-year periods (“Option Term”) upon the same terms and conditions contained herein but not to exceed a total of two (2) years. To exercise an Option Term, the Tenant shall provide notice in writing to Landlord at least thirty (30) days prior to the expiration of the current term.

4. RENT AND SECURITY DEPOSIT

a) Tenant shall pay to Landlord the following installments of rent (“Rent”):

<u>Months</u>	<u>Annual Base Rent Per Rentable Square Foot</u>	<u>Monthly Rent</u>
3/4/2024 - 3/3/2025	\$21.00	\$3,150.00
3/4/2025 - 3/3/2026	\$21.63	\$3,244.50
3/4/2026 - 3/3/2027	\$22.28	\$3,342.00

Renewal Options:

3/4/2027 – 3/3/2028	\$22.95	\$3,442.50
3/4/2028 – 3/3/2029	\$23.64	\$3,546.00

Rent shall be paid quarterly, with rent due on March 1, June 1, September 1, and December 1 of each year. Payments shall be submitted to:

Adams County Department of Facilities Operations  
4430 S. Adams County Parkway  
Suite C2436  
Brighton, CO 80601

b) Tenant shall not be required to remit a security deposit to Landlord at any time during the term of this Lease.

c) Either party may terminate the lease upon 90 days’ written notice. This Lease shall not constitute a multi-year fiscal obligation by Tenant and is subject to annual appropriation by Tenant’s governing body. In the event funds are not appropriated by Tenant’s governing body for this Lease in any given fiscal year, the Lease shall terminate upon 90 days written notice to Landlord without penalty to Tenant. In such an instance, the termination shall not be considered a breach of the terms of this Lease.

5. LEASE OF PREMISES; QUIET POSSESSION

In consideration of Tenant's payment of the rent required hereunder, Landlord hereby leases the Premises to Tenant for the term described herein, subject to the provisions and conditions of this Lease. Landlord covenants that so long as Tenant faithfully performs Tenant's obligations under this Lease, Tenant's possession of the Premises during the term shall not be disturbed.

6. LANDLORD'S OWNERSHIP

Landlord warrants and represents itself to be the owner of the leased Premises in the form and manner as stated herein, and during the term of this Lease covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the leased Premises.

7. SERVICES BY LANDLORD

Landlord shall provide the following services to the Premises so long as Tenant rightfully occupies the Premises:

- a) Landlord shall supply all utilities, including water, sewer, gas, and electricity.
- b) Landlord shall be responsible for interior and exterior building maintenance, including the provision of janitorial services and outside trash removal.
- c) Landlord shall provide Tenant and Tenant's employees, agents, licensees, and invitees the use of eight (8) parking spots designated and reserved in the parking area associated with the Premises, at no additional cost to Tenant. Landlord shall also be responsible for maintenance and repair of the parking areas and sidewalks, including the provision of snow and ice removal, resurfacing, and re-striping, as needed.
- d) Landlord shall be responsible for maintaining all exterior and interior lighting fixtures to the building, including the service, repair or replacement of all tubes, bulbs, equipment, parts, and accessories.
- e) Landlord shall be responsible for the repair and replacement of all plate glass, windows, and doors. This shall include weather stripping, hardware, and accessories. Landlord shall also be responsible for the repair and maintenance of break room appliances provided for and installed by Landlord.
- f) Landlord shall be responsible for the service, repair and/or replacement of all equipment, parts, and accessories for the heating, ventilation, and air conditioning ("HVAC") units or systems serving the Premises. Heat and refrigerated air conditioning shall be provided in season, and forced air ventilation shall be provided throughout the year, sufficient to keep the premises comfortable for Tenant and Tenant's employees, agents, guests and invitees during normal business hours, or as requested by Tenant upon reasonable advance notice. "Normal

business hours” means 7:00 a.m. to 5:00 p.m., Monday through Friday, except County holidays.

- g) Landlord will provide furniture complying with building use guidelines as depicted in Exhibit A.
- h) Landlord will provide phone service, phone lines, and phones. Phone service shall include providing eight (8) voice over internet protocol (VoIP) phones and 1 VoIP conference phone, with supported long distance, DID, and voicemail capabilities, as well as service and support of those phones. Voicemail services may be a part of the County voicemail service.
- i) Tenant is responsible for providing its own computers and office supplies or other supplies needed to conduct its business. Tenant is responsible for Information Technology support for Tenant’s equipment. Landlord is responsible for providing Information Technology support for Landlord supplied equipment and services.
- j) Landlord will provide a total of 15 network drops as indicated on Exhibit A, attached hereto and incorporated herein. Network drops are for the purpose of connecting Tenant supplied equipment to the Adams County Network and should be in addition to drops required for VoIP phones.
- k) Landlord will provide network services that shall include:
  - 1. a secure VLAN over the Adams County network that isolates Tenant network drops and Tenant network traffic from all other Adams County network traffic,
  - 2. DNS services for the Tenant VLAN,
  - 3. Routing of Tenant VLAN network traffic to the Adcom911 network over Adams County’s private network for the purposes of providing access to Ileads and Tri-Tech Case Management software, and
  - 4. Tenant VLAN access to the internet shall include un-filtered access to Tenant designated social media services and web sites for the purposes of conducting investigations and other Law Enforcement activities. Tenant agrees to provide a list of web sites and social media services to Landlord for whitelisting.
- l) Landlord will provide and support one (1) multifunction printer with color printing, scanning, and faxing capabilities for both sending and receiving, including email. Landlord will bill Tenant for the multifunction printer separately from this lease agreement for actual lease cost. Landlord will provide 1 analog line for faxing. For network functions, the multifunction printer will be directly connected to the Tenant VLAN via a network data drop and function as a stand-alone print server.
- m) Landlord will provide and support public Wifi access to the internet. Wifi will cover all areas occupied by the Tenant and provide a minimum of 40Mbps download and upload speeds.

8. CONDITION OF PREMISES

Tenant shall be deemed, by occupying the Premises, to have accepted in every respect the condition of the Premises, except for latent defects. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its “as is” condition.

9. MAINTENANCE, REPAIRS, AND ALTERATIONS

Unless herein specified to the contrary, Landlord shall maintain the Premises in good repair and condition during the term of this Lease, except in the event of damage arising from the negligence or intentional misconduct of Tenant or Tenant’s employees, agents, licensees, guests, or invitees. Tenant shall be solely responsible for repair costs caused by the negligence or intentional misconduct of Tenant’s employees, agents, licensees, guests, or invitees. Landlord shall make all repairs to the Premises. Tenant shall keep the Premises in good condition, and shall neither commit nor allow any waste or damage to the Premises by failing to take action within Tenant’s control. Notwithstanding the foregoing, Tenant shall not tamper with or attempt to repair exterior window glass, heating, ventilating, or air conditioning equipment, or other structural, electrical, or mechanical components of the building. Tenant shall not make any alterations to the Premises without Landlord’s prior written consent. Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall be solely responsible for all costs incurred by Landlord, including attorney fees, to remove said encumbrance or lien.

10. INTERRUPTION OF SERVICES

Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises that are required to be provided by Landlord, which essential services shall include HVAC, electrical service, and plumbing services, and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period during which such services are not provided to the extent that such interruption interferes with the use of the Premises by the Tenant, unless such interruption is caused by the negligence or intentional misconduct of Tenant or Tenant’s employees, agents, licensees, guests, or invitees. If such interruption continues for a period of thirty (30) days, Tenant shall have the option to terminate this Lease without penalty.

11. SIGNS

Directional and other signs identifying Tenant’s office, whether interior or exterior, shall be provided and installed by Landlord at Landlord’s sole cost and expense.

12. ENTRY BY LANDLORD

- a) Landlord, its agent, employees, and contractors may enter the Premises at any time if escorted by a representative of the Tenant and during normal business hours, which shall be defined as from 7:00 a.m. to 5:00 p.m., Monday through Friday, with County holidays excepted, and after having given twenty-four hours' telephonic, electronic, or written notice to Tenant of Landlord's intent to do so. Entry on Premises for janitorial and trash removal services provided by Landlord in accordance with paragraph 7(b) of this Lease may occur outside normal business hours subject to the requirements set forth in 12(b) of this Lease. In the event Landlord requires entry into Tenant's secured areas, Landlord shall notify Tenant in advance and arrange a mutually convenient time so that Landlord can be accompanied by Tenant or Tenant's designee. In an emergency situation, which shall be defined as any situation in which the immediate safety of the any person or the Premises is in danger, Landlord may enter the Premises without prior notice to Tenant.
- b) Landlord, and all persons acting on its behalf, including but not limited to Information Technology personnel, janitorial, and trash support, shall not enter the Premises unless such person is either (1) certified as cleared by CJIS following appropriate background check, or (2) escorted by a representative of Tenant at all times or (3) acting in response to an emergency to secure the safety or operation of the building.

13. DAMAGE AND DESTRUCTION.

In the event the Premises are rendered untenable or unfit for Tenant's purposes by fire or other casualty to such extent that the same cannot be or is not restored to a tenantable and fit condition within ninety (90) days from such fire or other casualty, either party may terminate this Lease upon written notice and no rent shall accrue to Landlord from the date of such fire or casualty. Any notice of termination given under this Section 13 shall be effective only if given within forty-five (45) days after the fire or other casualty or within forty-five (45) days after the failure to restore the Premises to a tenantable and fit condition within ninety (90) days from the date of the fire or other casualty.

14. INSURANCE

Tenant shall be responsible, at its sole cost and expense, for obtaining fire and casualty insurance covering its inventory, equipment, and all other personal property located on the Premises. Tenant may obtain insurance under a self-insurance program. Tenant shall be responsible for any damage to persons or the Premises caused by the negligent or intentional acts of Tenant, Tenant's employees, agents, guests, or invitees, occurring in conjunction with the use of the Premises.

15. GOVERNMENTAL IMMUNITY ACT

Notwithstanding any other provision of this Lease to the contrary, no term or condition of the Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as now or hereafter amended.

16. DEFAULT

The occurrence of any one or more of the following events shall constitute a “default” under this Lease:

- a) If Tenant fails to pay any installment base rent, additional rent, or any other charge when due; or
- b) If Tenant fails to perform any of the other terms, conditions, or covenants hereunder to be performed by Tenant, and such nonperformance continues for a period of thirty (30) days after receipt by Tenant of notification thereof from Landlord.
- c) If Landlord fails to comply or perform consistent with the terms, conditions, or covenants hereunder to be performed by Landlord, and such nonconformance continues for a period or thirty (30) days after receipt by Landlord of notification thereof from Tenant.

17. LEASE ASSIGNMENT

Tenant shall not assign or encumber this Lease and shall not sublet the Premises without the prior written consent of Landlord.

18. END OF TERM OR SURRENDER OF PREMISES

Upon expiration or earlier termination of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. Prior to surrendering possession of the Premises, Tenant shall remove all of Tenant’s property and equipment, and restore the Premises to its original condition at the time of commencement of this Lease, excepting normal wear and tear. Tenant’s obligations under this section of the Lease shall survive the expiration or other termination of the Lease. Any property left by Tenant at the time Landlord regains possession of the Premises may be considered the property of Landlord and disposed of accordingly.

19. JURISDICTION AND VENUE

The laws of the state of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

20. INTEGRATION OF UNDERSTANDING

This Lease, and the attachments hereto, contain the entire understanding of the parties, and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

21. SEVERABILITY

If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

22. NOTICE

Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as thereafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:	Tenant:
Adams County 4430 S. Adams County Parkway Suite C2436 Brighton, CO 80601 Attn: Division of Real Property	Chief of Police Commerce City Police Department 7887 E. 60th Avenue Commerce City, CO 80022
And a copy to:  Adams County Attorney's Office 4430 S. Adams County Parkway Suite C5000B Brighton, CO 80601	And a copy to:  City Attorney City Attorney's Office 7887 E. 60th Avenue Commerce City, CO 80022
Notice of change of address shall be treated as any other notice.	

23. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

24. COMPLIANCE WITH LAWS; NO HAZARDOUS USE OF PREMISES

During the term of this Lease, the parties agree to strictly adhere to all applicable federal, state, and local laws, statutes, rules, and regulations, including all licensing and permit requirements. Tenant shall not keep anything on the Premises that is a dangerous, flammable or explosive substance, or that might increase the danger of fire or any other hazard, including environmental hazards. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.

25. LANDLORD'S REMEDIES

In the event of a default by Tenant, as described in Section 16, above, Landlord shall have the right to all legal remedies permitted under Colorado law. Each right and remedy of Landlord shall be cumulative, and is in addition to any other right or remedy provided hereunder or at law or in equity.

26. MISCELLANEOUS

Landlord does not give up any rights by failing to enforce any terms of this Lease. Paragraph headings are inserted for the convenience of reference only. Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM:  
\_\_\_\_\_  
Adams County Attorney's Office

\_\_\_\_\_  
Deputy Clerk

CITY OF COMMERCE CITY

\_\_\_\_\_  
City Manager

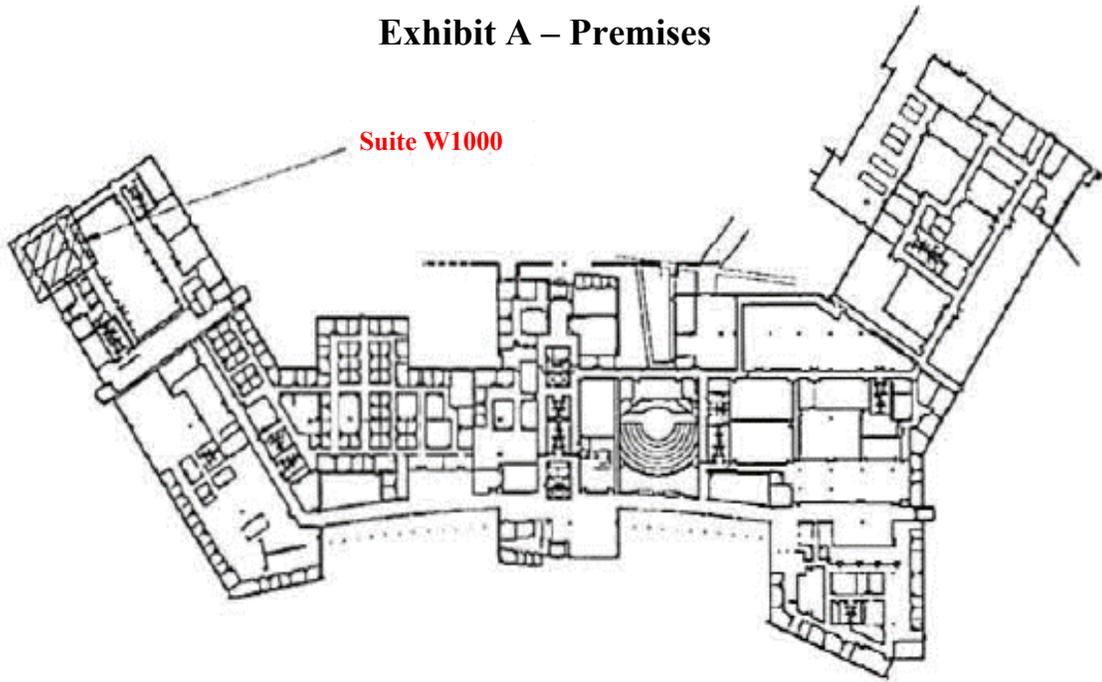
ATTEST:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## Exhibit A – Premises



### Suite W1000 - Interior Floor Plan

