

ORDINANCE NO. 2570

INTRODUCED BY: CHACON, DOUGLAS, DOUGLAS, DUKES, FORD, KIM, MADERA,  
NOBLE, TETER

AN ORDINANCE AUTHORIZING THE LEASE OF OFFICE SPACE FOR THE SEXUAL ASSAULT TASK FORCE WITH ADAMS COUNTY; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT; SETTING FORTH PARAMETERS AND RESTRICTIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COMMERCE CITY, COLORADO, AS FOLLOWS:

**SECTION 1. FINDINGS.**

A. Pursuant to its Charter, the City of Commerce City (“City”) is authorized to enter into long term leasehold agreements to provide necessary equipment and other property for governmental or proprietary purposes;

B. The City Council has determined that there is a true and essential need to lease building space and office equipment for the Sexual Assault Task Force established by Intergovernmental Agreement between Commerce City Police Department and Brighton Police Department;

C. The City Council has determined that to provide office space and administrative equipment for the Sexual Assault Task Force it is in the best interests of the City and its inhabitants to lease office space at the Adams County Government Center, the rental agreement with Adams County is attached as Exhibit A (“Agreement”);

D. The Initial term of the lease if for a term of three (3) years beginning March 4, 2024, and ending February 28, 2027. The City has the option to extend the lease for successive one-year periods upon the same terms and conditions contained herein but not to exceed a total of two (2) years. An underlying Intergovernmental Agreement provides for a cost sharing formula between the City and the City of Brighton, which would cover a percentage of the rental costs. The lease shall constitute a currently budgeted expenditure of the City; shall not constitute a mandatory charge or requirement in any ensuing budget year; and shall not constitute a general obligation or other indebtedness or multiple fiscal year direct or indirect City debt or other financial obligation of the City within the meaning of any constitutional, statutory or Charter limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligation, nor a mandatory payment obligation of the City in any ensuing fiscal year beyond any fiscal year during which the Agreement shall be in effect.

**SECTION 2. AUTHORIZATION AND PARAMETERS**

A. The City Manager is hereby authorized to execute, and the City Clerk to attest, on behalf of the City of Commerce City the Agreement and all other documents necessary to

implement the Agreement. Drafts of the Agreement and related terms and conditions are attached as Exhibit A. The City Manager is further authorized to negotiate and approve such revisions to these documents as the City Manager determines to be necessary and appropriate for the protection of the City so long as the essential terms of the Agreement are not altered, in the opinion of the City Attorney.

**B. RENT AND SECURITY DEPOSIT**

The maximum rent shall not exceed as follows:

Annual Base Rent Per

<u>Months</u>	<u>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.

C. After approval as to form by the City Attorney, the City Manager is authorized to approve documents as needed to obtain the lease for the Sexual Assault Task Force, consistent with the limitations of this ordinance, the City’s Procurement Policy, and available appropriated funds. Without further approval of the City Council, the Agreement shall not include and the City Manager shall not authorize an order or schedule as part of or related to the Agreement exceeding the maximum aggregate expenditure of \$200,700.00.

**SECTION 3. NO GENERAL OBLIGATION DEBT**

No provision of this ordinance, the Agreement, any Schedule, or any related document shall be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter provision, nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the then current fiscal year. The City shall not have any obligation to make any payment with respect to the Agreement except those payments specifically required under the Agreement, which payments may be terminated by the City in accordance with the provisions of the Lease. Neither this ordinance, the Agreement, any Schedule, or any related document shall constitute a mandatory charge or requirement of the City in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any constitutional, statutory or Charter debt limitation and shall not constitute a multiple fiscal year direct or indirect City debt or other financial obligation whatsoever. No provision of this

ordinance, the Agreement, any Schedule, or any related document shall be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the City within the meaning of Sections 1 or 2 of Article XI of the State Constitution. Neither this ordinance, the Agreement, any Schedule, or any related document shall directly or indirectly obligate the City to make any payments beyond those budgeted and appropriated for the City's then current fiscal year.

**SECTION 4. SEVERABILITY.**

If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions hereof.

**SECTION 5. STATUTES SUPERSEDED.**

Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of this Ordinance and such statutes.

Any such inconsistency is intended by the City Council and shall be deemed made pursuant to the Charter.

**SECTION 6. REPEALER**

All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency.

INTRODUCED, PASSED ON FIRST READING AND PUBLIC NOTICE ORDERED THIS 5TH DAY OF FEBRUARY 2024.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THIS 18TH DAY OF MARCH 2024.

CITY OF COMMERCE CITY, COLORADO

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Steven J. Douglas, Mayor

ATTEST

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Dylan A. Gibson, City Clerk