

**ADAMS COUNTY, COLORADO  
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Gethsemane Lutheran Church ("Landlord") located at 10675 Washington St., Northglenn, CO 80233, and Board of County Commissioners of Adams County, State of Colorado, ("Tenant") located at 4430. S. Adams County Parkway, Brighton, Colorado 80601.

WHEREAS, Landlord agrees to lease a portion of the Church's premises located at 10675 Washington St., Northglenn, CO 80233 further described in section 1 below ("Premises") to Tenant; and,

WHEREAS, Landlord first leased this Premises to the Tenant on August 3, 2021 for a period of 12 months and that term ends on August 3, 2022; and,

WHEREAS, Tenant agrees to rent the Premises from Landlord for an additional term per the terms and conditions in this lease agreement; and,

NOW, THEREFORE, for the consideration hereinafter set forth, the parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Premises, a portion of 10675 Washington St., Northglenn, CO 80233. The Premises consists of the outdoor playground and 2968 square feet of interior space consisting of the classroom area (four classrooms with attached bathrooms, main floor kitchen) as shown in Exhibit A. Access to and use of the premises are detailed in paragraph 5 of this lease agreement.
2. **Term.** The initial term of this Lease is approximately three (3) years from the date this Lease is entered into above, and shall terminate August 3, 2025 at 11:59 PM. Thereafter, the County may elect to in writing to exercise two one-year extensions, totaling five years as described further in section 4.
3. **Rent.** Tenant agrees to pay to the Landlord monthly installments of \$6,600.25 payable in advance on the first day of each month through the initial term of the lease, for a total initial term payment of \$237,609 (\$79,203 annually). Said use of the Premises is a material term of this Lease and failure to use the Premises for said use is a material breach of this Lease.
4. **Renewal and Termination.** This Lease shall have two one-year renewal options, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The first extension term is 8/4/2025-8/3/2026, the second extension term is 8/4/2026-8/3/2027 and shall be exercised by advance notice from Tenant to the Landlord. Rent for the renewal terms will be the same monthly installments as outlined in Section 3 above unless otherwise agreed upon by both parties in writing.

This Lease is not intended to create a multi-year fiscal obligation and is subject to annual appropriation by Tenant. In the event funds are not appropriated in any year, Tenant may terminate this Lease or amend it accordingly by giving the Landlord thirty (30) days advance notice of the termination.

Tenant may terminate this lease for any reason by providing the landlord thirty (30) days advance notice of the termination. In the event of termination, the Tenant shall vacate the premises and no additional rental payments shall be due and owing.

If the lease is terminated under these conditions, the Tenant is obligated, and agrees to restore the building to the same condition as found at the time of lease inception, except for ordinary wear and tear. Improvements made to the premises in the form of fixtures may become the property of the landlord.

Landlord may terminate this agreement with 12-months advance notice to the other party.

**5. Security Deposit. None.**

- 6. Use of the Property.** Tenant may use the Premises Monday through Friday from 7:30 AM to 10:00 PM and has exclusive use of the classroom area, consisting of four classrooms with an attached bathroom, and main floor kitchen ("Exclusive Space.") The Tenant and Landlord shall have access to the main floor restrooms near the kitchen, the lower kitchen, hallways, and playground at all times during the day ("Shared Space."). Tenant shall have priority in usage of the playground in the event a scheduling overlap may arise with the Landlord or other Tenants.

Additional permanent outside equipment for use of the Tenant may be installed and maintained by the Tenant after mutual consent in writing by both the Tenant and the Landlord. Non-permanent outside equipment will remain the property of the Tenant and will be removed when Tenant vacates.

Landlord will permit the Tenant to hold Parent-Teacher meetings and conferences after normal Tenant hours. Such meetings and conferences will be scheduled, and the Landlord must be notified in writing at least one month in advance so as not to interfere with other scheduled activities at the Landlord.

Upon request, the Landlord will permit the Tenant the use of the lower kitchen and staff kitchen for the use of Tenant special events, provided the area is properly cleaned, sanitized and maintained after each Tenant use. The Tenant will immediately notify the Landlord of damaged and/or broken appliances and will make no such replacement or repair until the Landlord has confirmed in writing that the Landlord will pay for such repair or replacement. To the extent repairable, the Tenant shall repair any appliances it solely uses and subsequently damages. The Tenant shall not be held liable to replace equipment. The Landlord reserves the right

to approve or disapprove the request of special events but shall not unreasonably withhold such approval(s) or disapproval(s).

Whenever the Tenant is using the property, a Tenant employee must be present who has been clearly designated to have responsibility over the Premises. The Tenant shall provide the Landlord with a written list of the designated persons in charge.

7. **Quiet Enjoyment.** Tenant shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects from the building and landscaped areas and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, except for ordinary wear and tear.
8. **Insurance.** The Tenant shall maintain liability insurance in an amount not less than one (1) million/three (3) million dollars, in accordance with Colorado state laws in conjunction with the Landlord's insurance carrier, which state that the Landlord must be listed as the additional insured on the Tenant's insurance policy. This cost is at the expense of the Tenant. Such coverage shall also cover losses due to damage or theft of Landlord's property, including personal property of Landlord employees, contractors or invitees, but only to the extent the theft is caused by an employee or invitee of Tenant. Such insurance shall cover the use of the facilities for the operation of the Tenant. Tenant shall be responsible for any liability resulting from Tenant's operation of the Head Start program on the property, and Tenant maintenance of the Exclusive Premises pursuant to this Agreement.

In addition, the Tenant shall maintain proper worker's compensation insurance covering anyone employed by the Tenant and working on the premises of the Landlord. The Tenant shall present a certificate of insurance to the Landlord. The certificate of insurance shall be filed with the Landlord. Further the Landlord shall be given thirty (30) days' notice of cancellation or any change to the Tenant's insurance coverage. In the event of a Tenant related accident, the Tenant's insurance shall be the primary insurance

If, as a result of the Tenant's occupancy of the premises, the insurance premiums on the Landlord should be increased, such increase shall be at the expense of the Tenant. However, Tenant may review Landlord's insurance policies and other documentation used to justify the increase and may object to any increase not reasonably attributable to the Tenant's use of the premises.

The Tenant shall be responsible for any damage done by the children of the Tenant and/or teachers, staff, or workers to that portion of the property used by the Tenant and for any damages that might result to other portions of the property due to the use of the same by the Tenant.

9. **Improvements.** The Tenant shall, at its own expense, make any necessary improvements for its use but, before so doing, shall submit to the Church Council of the Landlord a plan in writing and shall seek the approval of the Church Council, which shall not be withheld arbitrarily and which shall be rendered in writing. Tenant may terminate this Agreement in the event a Tenant improvement request is denied, and Tenant, in its sole discretion, deems the denial to negatively impact Head Start operations.

10. **Events and Furniture Arrangement in Shared Spaces.**

Tenant Events: The Tenant shall, at its expense, arrange for all setting up of rooms and furniture related to its use for a special event in the Shared Spaces. Tenant shall return all furniture as depicted in a Landlord posted diagram located in a conspicuous location of the room being used. The tenant shall sanitize any space it uses for any special event in the Shared Spaces immediately following the special event, if sanitization is required by the church. Tenant, at its cost, may pre-sanitize the special event space. Sanitizations shall include any space used by the Tenant for its special event, which shall include space used by its invitees, guests, and employees. Tenant may utilize any sanitization method that meets or surpasses local health department recommendations.

Landlord Events: The Landlord shall be responsible, at its cost, for making setups of furniture and arrangements for its own use. Such responsibility includes making sure organizations of the Landlord return the furniture as depicted in the written diagrams posted by the Landlord. Landlord shall be responsible for sanitizing rooms used for Landlord events. Tenant cannot authorize, in most cases, use of its Exclusive Premises.

The Landlord shall provide the Tenant with written procedures to be used in the for special services, including funerals, and other special events.

11. **Use of Furniture.** Chairs, tables and any other furniture mutually agreed upon in writing that is owned by either the Tenant or the Landlord may be mutually utilized by either party. Tables will be washed and sanitized during the week on a daily basis by the Tenant to be free of crayon, glue, and other marks. In the event of a mutual utilization, the party using the other's property shall ensure it is sanitized properly after each such event/use. If property is damaged, it is the responsibility of the user (including its guests and invitees) to repair to similar condition as was prior to the damage, or to replace the property with property that has similar or superior quality and grade of products/materials
12. **Cleaning.** The Tenant shall be responsible for cleaning and sanitizing the Exclusive Premises. This cleaning and sanitizing shall include sinks, toilets, walls and floors as required. The Tenant shall use their own cleaning service for the rooms exclusive to the Tenant. The Landlord shall allow the Tenant's janitorial services access to the Exclusive Premises. Landlord shall provide cleaning service

to the remainder of the property weekly, on Fridays, or on a different day of the week as later designated by the Landlord. The Tenant shall be responsible for maintaining commercially reasonable pest control for the Exclusive Premises and playground area.

**13. Maintenance**

Landlord's obligations for maintenance shall include the following and will be repaired as quickly as reasonably practicable:

- i. the roof, outside walls, and other structural parts of the building,
- ii. the parking lot, driveways, and sidewalks, including snow and ice removal,
- iii. landscaping and general care of outdoor area excluding the play area and playground equipment
- iv. the electrical wiring,
- v. heating and cooling systems,
- vi. plumbing maintenance will be the responsibility of the landlord unless the tenant is directly responsible for damage,
- vii. all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance: The Tenant shall be permitted access to the building at all times for the purpose of routine maintenance and other matters pertaining to the ongoing function of the Tenant with the exception of times which conflict with a scheduled activity at the Landlord. If the Tenant requires access during the excepted times set forth above, it shall provide a two weeks' notice to the Landlord. The below are the Tenant's obligations for maintenance.

- i. the interior sewer lines, water pipes, and other matters related to plumbing if directly responsible for damage,
- ii. the tenant will be responsible for maintenance of all interior areas of the classroom, office area and kitchen area for which Tenant is exclusively responsible.
- iii. daily upkeep of the playground to include removal of trash, clothing, toys, or anything else left behind after its use of the playground.
- iv. the tenant will be responsible for maintenance of the play area, playground equipment, and ground cover.
- v. Any repair listed above under Landlord's obligations if the repair is required as a result of actions by the Tenant in which case repairs shall be at the expense of the Tenant.

**14. Daily Care of the Premises.** Tenant, or Tenant's Designated Representative is responsible for the following care of the premises at the end of each day:

- i. Performing a check of all Exclusive Premises doors before leaving the Exclusive Premises, including corridor and foyer doors outside the Exclusive Premises that are part of the Tenant's use, with the assurance that the doors are all securely locked;
- ii. Performing a check of all Exclusive Premises windows in classrooms to be sure they are closed and locked;

- iii. Performing a check of all Exclusive Premises lights, including bathrooms and closets to be sure they are off;
- iv. Placing all garbage, bagged, in the dumpster

**15. Utilities and Services**

Landlord shall be responsible for providing, at its cost, the following utilities and services in connection with the Premises:

- i. Electricity
- ii. Water and sewer
- iii. Gas
- iv. Heating and cooling
- v. Garbage and trash disposal

Tenant shall be responsible for providing, at its cost, the following utilities and services in connection with the Premises excluding areas designated as shared space:

- i. Janitorial services and supplies for Exclusive Use spaces
- ii. Telephone service
- iii. Internet service
- iv. Cable television service if desired

- 15. Signage.** Both the Tenant and Landlord will abide by any written regulations mutually agreed upon with the understanding that both parties have a role to keep the facility inside and outside neat and orderly at all times so that the best interests of both parties may be served. The Tenant shall not place or allow to be placed any signs of any kind whatsoever, upon, in or about said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees, or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations, or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations, or improvements shall have been completed. Any Tenant signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto and shall be maintained by the Tenant, including any lighting to Tenant signs, at the Tenant's sole cost and expense

- 16. Termination Upon Sale of Premises and Assignability.** This Lease shall run to all rightful successors and assigns of the Landlord. Any transfer of interest in the property by the Landlord shall not void this agreement. Landlord may assign any of its interest under this Lease to any subsequent owner of the premises leased herein with the prior approval of the Tenant upon no less than thirty (30) days prior written notice to the Tenant.

17. **Destruction or Condemnation of Premises.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the Lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered un-tenantable. However, if the damage is not repairable within 60 days, or if the cost of repair is \$25,000.00 or more, if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon 20 days written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded. Tenant shall give landlord immediate notice of any damage to the Premises.
18. **Defaults.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 calendar days (or any other obligation within 10 calendar days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law) and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
19. **Dangerous Materials.** Tenant shall not keep or have on the premises any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of fire on the premises, or that might be considered hazardous by a responsible insurance company or fire department unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by the Tenant to the Landlord.
20. **Holdover.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph
21. **Cumulative Rights.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law

22. **Colorado Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver by Adams County of the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S
23. **Assignability/Subletting.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.
24. **Notice.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Landlord:

Gethsemane Church & School  
10675 Washington Street  
Northglenn, CO 80233  
Attn: Ryan Oakes

Tenant:

Adams County Human Services  
11860 Pecos St.  
Westminster, CO 80234  
Attn: Deputy Director of Operations  
Attn: Head Start Administrator

Project Manager of Land & Assets, *Facilities & Fleet Management*  
Adams County, Colorado  
4430 S. Adams County Pkwy Suite C2436  
Brighton, CO 80601

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

25. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Colorado.
26. **Entire Agreement/Amendment.** This Lease Agreement contains the entire agreement of the parties and there are no other promises conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment



27. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable then such provision shall be deemed to be written, construed, and enforced as so limited.
28. **Waiver.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
29. **Binding Effect.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.
30. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
31. **Parties Interested Herein.** 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.
32. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

Landlord:

Robert Svenson  
Gethesemane Lutheran Church and School

July 14, 2022  
Date

Tenant:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

APPROVED AS TO FORM

*Amanda McIntyre*

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

\_\_\_\_\_  
Adams County Attorney's Office

*d.c.* *(SP)*  
*VB*  
*7/21/22*

Exhibit A

