

**ADAMS COUNTY, COLORADO**  
**LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN**  
**SERVICES CENTER LOCATED AT 11860 NORTH PECOS STREET,**  
**WESTMINSTER, CO 80234**

THIS LEASE AGREEMENT ("Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and CASA (Court Appointed Special Advocates), located at, Adams County Courthouse, 1100 Judicial Center Drive, Brighton, Colorado 80601, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord has opened a new building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various supportive and advocacy services including those that support maltreated children, families, foster homes, caseworkers, families; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration herein after set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center within Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease a portion of the Premises and Tenant shall occupy that portion of Suite 2700 as agreed upon by Tenant and Landlord and so designated in Exhibit 1. It is expressly understood that the only portion of the Premises that is provided for Tenant's exclusive use is the space within the fourteen identified workstations and within the one identified office. All other spaces and features of the Premises are shared among Tenant and co-tenants. Resolution of any disputes between any tenants of Suite 2700 will be determined by the Landlord.

2. **Term.** This Lease shall commence on July 8, 2019, and terminate on January 14, 2020<sup>1</sup>. In the event Tenant continues to occupy the Premises after January 14, 2020, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration and reconfiguration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. The parties do not anticipate Tenant undertaking any improvements that would require governmental permits, but, in the event such need arises, Tenant shall be responsible for obtaining, at its sole cost, such permits. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and

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<sup>1</sup> The parties anticipate executing a new, longer term lease by the termination date of this Lease.

clients. Tenant shall not have access to the employee fitness center or clinic/health center. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

- 6. Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
- 7. Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
- 8. Payments by Landlord.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
- 9. Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. 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. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant

shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been

mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Director of Facilities Operations  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6003  
Fax: 720-523-6008

Copy to:

County Attorney's Office  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Phone: 720-523-6116  
Fax: 720-523-6114

For Tenant:

Attention: Lindsay Lierman  
CASA (Court Appointed Special Advocates)  
Adams County Human Services Center  
11860 Pecos Street, Suite 2700  
Westminster, Colorado 80234  
Phone: 303-835-5535

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
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 Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.

23. **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.
24. **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.
25. **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.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both

parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

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

LANDLORD:  
BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

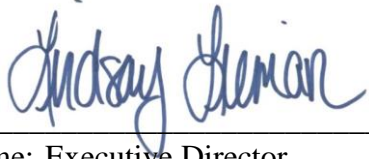
APPROVED AS TO FORM:

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

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

TENANT:

CASA (Court Appointed Special Advocates)

A handwritten signature in blue ink that reads "Lindsay Herman". The signature is written in a cursive, flowing style.

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Name: Executive Director

6.27.19

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Date: