

ADAMS COUNTY, COLORADO
CAFÉ LEASE AGREEMENT FOR A PORTION OF THE ADAMS COUNTY
GOVERNMENT CENTER LOCATED AT 4430 S. ADAMS COUNTY
PARKWAY, BRIGHTON, CO 80601

THIS LEASE AGREEMENT ("Lease") is entered into this 16 day of September, 2021, 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 Community Uplift Partnership, located at 11555 Chambers Road, Commerce City, CO 80603, hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that owns the Adams County Government Center, located at 4430 S. Adams County Parkway, Brighton, CO 80601, where Landlord provides numerous governmental services staffed by a considerable number of county employees serving members of the public, all of whom desire that some food services be provided on the premises; and,

WHEREAS, Tenant is a non-profit corporation that provides job and life skills training in the food service industry, including job training to Adams County residents; and,

WHEREAS, pursuant to the terms of this Lease, Landlord wishes to lease to Tenant, and Tenant wishes to lease from Landlord, the café at the Adams County Government Center for job training in Tenant's job and life skills training program.

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 rent from Landlord, the café at the Adams County Government Center known as Suite C1409 (the "Premises") located at 4430 S. Adams County Parkway, Brighton, CO 80601, and depicted on the attached Exhibit 1. Subject to availability, Tenant may also have the use of such storage space in the Adams County Government Center as assigned by Landlord, in Landlord's sole discretion. Use of additional space at the Adams County Government Center is subject to the sole discretion of Landlord and is subject to general availability and Landlord guidelines. Any naming of the café shall be coordinated with, and subject to the approval of, Landlord. Landlord shall continue to have vending machines owned and maintained by separate contractors within the Premises.
2. **Term.** This Lease shall commence on September 1, 2021 and shall terminate December 31, 2022. The Landlord, in its sole discretion, may offer to extend the term of the Lease for three (3) additional one-year terms. In the event Tenant continues to occupy the Premises after the expiration of the initial or extension term, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. **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 shall pay base rent of ten dollars per year. Tenant shall pay Landlord as additional rent a percentage of the Net Revenue according to the detailed Rent Schedule below. Net Revenue is defined as Tenant's Premises operating income/revenue minus Tenant's Premises Cost of Goods Sold (COGS), labor, and expenses. Net Revenue shall be as reported on Tenant's monthly financial accounting and shall include all operational income/revenue including sales, except sponsorships, donations, and grant funding to the Tenant.

Rent Schedule:

9/2021-3/2022 Start-up Period - Rent 0% of Net Revenue

*4/2022-12/2022 Rent 3% of Net Revenue

Renewal Period(s):

1/2023-12/2023 Rent 4% of Net Revenue

1/2024-12/2024 Rent 5% of Net Revenue

1/2025-12/2025 Rent 5% of Net Revenue

It is an express condition and requirement of this Lease that Tenant use the café and other space provided by Landlord for Tenant's job and life skills training program. As the primary consideration for this Lease, Tenant agrees to continue providing its job and life skills training and complying with Section 5, below. Tenant's failure to provide said job and life skills training shall be considered tantamount to a failure to pay rent and a material breach of this Lease. Tenant shall provide Landlord a monthly financial accounting within 15 days of the last day of each month, including a calculation of whether additional rent is due. If additional rent is due from the previous month, Tenant shall submit the payment with the next monthly financial accounting. Any sales or promotions directly related to the Café shall be reflected in financials specific to this location but shall not include sponsorships. No rent shall be charged for 2021. *Beginning April 2022, Tenant shall pay rent based on March 2022 monthly financial accounting. Tenant shall provide records as requested by Landlord to audit Tenant's café sales. The Cost of Goods Sold (COGS) shall be defined as referenced and reported in the Tenants periodic financial reporting's directly relating to the Premises or its proportional share.

4. **Security Deposit.** None.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises, and any other storage space made available by Landlord, only for the Tenant's job and life skills program which includes selling incidental merchandise in the setting of a coffeeshouse. Landlord reserves the right to

decorate the interior walls of the Premises. However, in the event Tenant wishes to decorate Premises interior walls, Tenant must obtain Landlord's written approval for interior wall decoration, which approval Landlord may grant or deny in its sole discretion, Tenant shall not request decoration of interior wall space for the Premises for the purpose of selling art or art sponsorships. In the event Tenant uses the Premises for purposes inconsistent with, or other than, Tenant's job and life skills program, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant may only access the Premises during normal business hours for the Adams County Government Center, subject to change by the Landlord. The café shall ideally be in operation from at least 9 a.m. to at least 2 p.m., provided time for Tenant's preparation to open and close its operations is provided (generally 30 minutes). However, the parties shall coordinate with each other as to operational hours in the premises as changes may be needed. Tenant shall have use of Landlord's equipment in the café listed on Exhibit 2. Tenant shall have the use of Landlord's fixtures in the café, including cabinets, sinks, and the storage closet. The Premises and all Landlord owned fixtures and equipment shall be returned at the end of the Lease in a state reasonably similar to that existing at commencement of the Lease, normal wear and tear excepted. Landlord may periodically inspect its equipment and report/request repairs and to document the addition of new equipment or replaced equipment. Any fixture damaged or equipment damaged by Tenant beyond normal wear and tear shall be replaced by Tenant at Tenant's sole expense. Landlord shall, at its sole expense, repair any damage to the Premises caused in the normal course of business. Tenant shall, at Tenant's sole expense, maintain and repair Landlord's equipment. Tenant shall, at Tenant's sole expense, clean and maintain the café, including the kitchen and dining area, and its equipment, in a state that is in compliance with health department rules and that is sanitary and appealing to patrons. Tenant shall be solely responsible for promptly remedying any health department violations. However, Landlord will provide, at its sole expense, one daily cleaning of the dining area as part of Landlord's daily building cleaning and replacement of Landlord's equipment if such is required or recommended by health department inspection(s). Tenant shall be responsible for removing the trash from the Premises and depositing its trash in the area designated by Landlord. Tenant shall coordinate any signs with Landlord. Normal deliveries may be made through the front doors to the Adams County Government Center. Any deliveries requiring use of loading docks shall be coordinated with Landlord.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Adams County Government Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. 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. Tenant may request that Landlord install limited electrical and/or plumbing accommodations. However, Landlord has sole discretion whether to allow or perform such requests and may make approval conditional upon agreed terms for any given request. 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 bathrooms associated with or adjacent to the Premises and parking for staff and patrons. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. 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 shall be responsible for obtaining and paying its own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Tenant may, at Tenant's cost, bring in an internet service provider provided such is acceptable to and coordinated with Landlord's IT department. Landlord shall not provide IT services beyond the publicly available guest Wi-Fi within the building. Landlord, at its cost, shall provide snow removal, maintenance, building (outside café and dining areas) 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 shall, at its sole cost, be responsible for providing and maintaining any copier(s) it deems 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 shall be solely responsible for the costs of its job and life skills training program. Tenant shall pay Landlord for operational/janitorial (EVS) costs at a rate of six dollars per square foot on an annual basis based on the square feet noted in Exhibit 1 for the Premises¹ starting January 2022, unless otherwise noted in Exhibit 1. Monthly EVS charges are due and payable with Rent.

¹ Example: \$6.00/SF x 1,500 SF = \$9,000/12months = \$750.00.

Landlord reserves the right to adjust EVS cost calculations in its sole discretion upon each or any renewal period including requests to modify this Lease.

There shall be no EVS billings for the "Start-up Period" in section 3, Rent Schedule.

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. **Non-Compliance by Tenant.** 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 of the Premises, 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 that 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

Copy to:

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

And a Copy to:
Project Manager of Land & Assets
4430 S Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6060

For Tenant:

Community Uplift Partnership
11555 Chambers Road
Commerce City, CO 80603
Attention: Executive Director
Phone: 720-477-0487
Facsimile: n/a
Email: info@cupcolorado.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease.
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. Landlord is a governmental entity subject to the Colorado Governmental Immunity Act, and nothing in this Lease shall be construed as waiving Landlord's protections pursuant to the Colorado Governmental Immunity Act.
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.

(INTENTIONALLY LEFT BLANK)

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

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

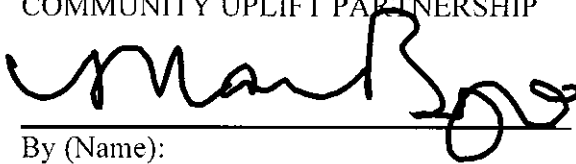
ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
COMMUNITY UPLIFT PARTNERSHIP



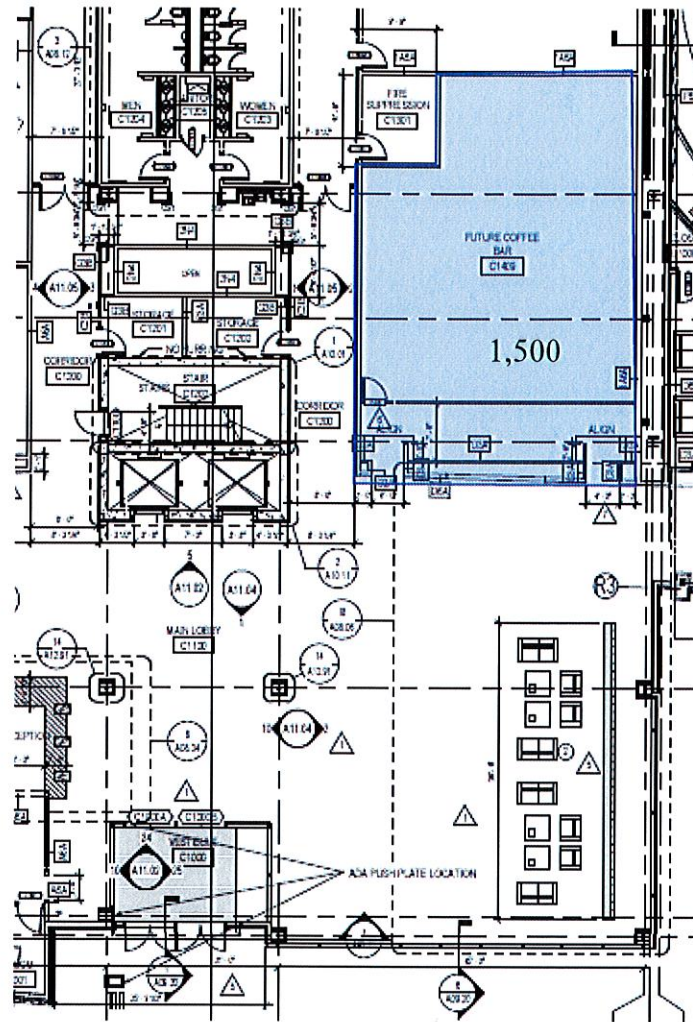
By (Name):
Its (Title):

09/16/2021

Date

Exhibit 1 – The Premises

1,500 square feet shaded and labeled as “Future Coffee Bar” and including supply/janitorial closet within the suite C1409



Approximate allocations for reference:

Behind the Counter	180 sq ft
Closet	65 sq ft
Dining Area-Rear(North)	275 sq ft
Dining Area-Front(South)	980 sq ft
Total	1,500 sq ft

Note: Section 6 - operational/janitorial (EVS) costs calculations shall be based on 245 sq ft = Closet and behind the counter.

Exhibit 2 – Café Equipment

Note: For Condition, please use either: “New”, or “Average” for items that aren’t new yet are in working order and do not appear to need repairs/replacement, or “Needs Repair” for items that are broken or not operable and may be fixable, or “Needs Replaced” for items beyond repair thus needing to be replaced.

DATE: _____

Description	Qty	Manuf.	Age (if known)	Condition	Comment(s)
Commercial upright refrigerator	1		2021	New	
Commercial upright freezer	1		2021	New	
Commercial upright ice machine	1		2021	New	
Drop-in counter ice bin	1		2021	New	
Refrigerated display case	1	True TCGR-50		Average	
Panini Press	1	Star Mfg.		Average	
Warming Tray	1	Admiral Craft FW-1200WF		Average	
Tables	7			Average	
Chairs	12			Average	
Waste Receptacles	2			Average	
Reach-in lockable Fridge	1	Turbo-Air	2021	New	Model#TGM-14RV-N6

Exhibit 3 – Building Use Guidelines

Landlord reserves the right to amend, update and or replace its guidelines.

Adams County Government Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Revision Date: _____

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1. PURPOSE

The Adams County Government Center (Government Center) is a 21st century government complex designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Government Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Government Center general hours of operation for the public are 7:00am to 5:00pm. The business hours of individual departments are posted at the main entrance of each department.

3. ENFORCEMENT

Department Directors and Elected Officials are responsible for enforcing the Building Use Policies as defined in this document. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Government Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the second floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from the employee entrance.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, are prohibited; solicitation by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is also prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Government Center.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Government Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, rollerblades, and roller skates are not permitted in or on the grounds of the Government Center, except on established trails; bicycles are not allowed in the

building except in the authorized bike storage area. Bike racks will be available for the public outside of the building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Government Center.

4.7- Children must be accompanied by an adult and supervised at all times while in the Government Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Government Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Government Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an individual or group, or by any of the group's members. However, no demonstrations of any kind, political activities or rallies, including political signage, shall be allowed on the Government Center grounds.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to the first and second floors of the building. To gain access to the third, fourth, and fifth floors, visitors are required to check-in at the receptionist desk in the front lobby, who will then contact the appropriate employee. Employees are expected to wear ID badges at all times.

5.2- All users of the Government Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food or beverages spilled on the floor shall be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Government Center clean.

6. FIRE CODES

6.1- City codes, including the Greater Brighton Fire Code, apply to the Government Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be confiscated. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify Risk Management and the employee will be required to fill out an application for a space/portable heater.
 - c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the Greater Brighton Fire Code, will be attached to the heater.
 - d) Once the heater is in employee care it will be their responsibility to follow the Greater Brighton Fire Department Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."
- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Government Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety

inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be confiscated by Facility Operations. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon request from Facility Operations via the work order process.
- 2) Temporary signage must be typed and approved by the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped to any surfaces in the facility.
- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure in any way.

7.2- Food stored in employee offices or cubicles needs to be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Departments are not allowed to hire painting contractors or do any painting themselves.

7.4- Department Directors and Elected Officials are responsible for notifying Facility Operations **in advance** if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Government Center.

7.5- All large deliveries must be accepted at the Government Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling or building structure in any way.

7.7- To conserve energy, employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Government Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager or elected official. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or elected office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager or elected official. All access cards and photo IDs must be **immediately** returned to Facility Operations once the employee's employment is terminated. Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Government Center are required to park in the employee parking lot located on the northeast side of the facility. All other lots are reserved for customer use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services staff is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, toaster ovens, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Department or Office shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Removing fingerprints from desktops and other noticeable areas within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each department.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. CONFERENCE CENTER USE

10.1 The meeting rooms in the conference center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. Room availability will be accessible through the Adams County Intranet (myAdams). Scheduling will be managed through the email address ccreservations@adcogov.org.

Individual conference room information is as follows:

<u>Room #</u>	<u>Room Name</u>	<u>Description</u>
W8506	Brantner Gulch A	Video Conference Room
W8508	Brantner Gulch B	WBC Training Room
W8401	Brantner Gulch C	Conference Room
W8302	Platte River A	Conference Room
W8501	Platte River B	Conference Room
W8503	Platte River C	Conference Room
W8304	Platte River D	Conference Room
W8101	None	WBC Conference Room
W8301	Clear Creek A	Team Room
W8303	Clear Creek B	Team Room
W8305	Clear Creek C	Conference Room
W8307	Clear Creek D	Conference Room
W8309	Clear Creek E	Conference Room
W8311	Clear Creek F	Conference Room

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Conference Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for clean up within the scheduled time for the reservation so that back to back events may be scheduled.
- 2) Preparation, set-up and clean up are the responsibility of the department reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the department reserving the room. If the room had been previously set up and the department reserving the room re-arranges the rooms for the purposes of their function, it will be their responsibility to return the room's set-up to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is convened.

10.3- After-hours use of the Conference Center after hours is allowed for county business only. After-hours use of the conference center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.