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El Paso County, CO  
  
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**RESOLUTION NO. 19-465**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO ACCEPT THE STATE OF COLORADO LEASE  
AGREEMENT WITH EL PASO COUNTY**

**WHEREAS**, pursuant to C.R.S. §§ 30-11-101(1)(b)-(c), 30-11-102, 30-11-103, 30-11-104.1 and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter “Board” or “County”) has the legislative authority to purchase and hold real and personal property for the use of the County and to enter into lease agreements, when deemed by the Board to be in the best interests of the County and its inhabitants; and

**WHEREAS**, The State of Colorado (“the State”) acting by and through the Department of Public Safety, for the use and benefit of the Division of Fire Prevention and Control, has a need for an Equipment Bay, Tool Cache and Office Space, including the use of public access areas, for the provision of services to the citizens of the County; and

**WHEREAS**, El Paso County has premises available at 3755 Mark Dabling Blvd, Colorado Springs, CO 80907, that it desires to lease to the State for the purpose of providing services; and

**WHEREAS**, the State will lease the premises from the County under the terms and conditions as written in the Lease Agreement (“Agreement”) and for consideration as set forth in the Agreement attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the term of the Agreement shall commence upon the date of execution by the parties and shall expire on December 31, 2020; and

**WHEREAS**, the Agreement may be renewed for successive one-year terms upon the anniversary of the Commencement Date and each year thereafter, upon budget appropriation and approval, for a total of three (3) 1-year renewals (terminating on December 31, 2023, unless earlier terminated).

**WHEREAS**, the Agreement may be terminated by either party for any reason by providing at least thirty (30) days advance written notice of such termination to the other party.

**WHEREAS**, it is necessary that the Board of County Commissioners accept this Agreement in order to effectuate the hereinabove described transaction.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of County Commissioners has determined that it would serve the best interest of the public to enter into this Lease Agreement described herein between the Board and the State regarding the premises located at 3755 Mark Dabling Blvd, Colorado Springs, CO 80907.

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners of El Paso County, Colorado, hereby accepts the Lease Agreement with the State for 2020.

**BE IT FURTHER RESOLVED**, that Mark Waller, duly elected, qualified, acting member and Chair of the Board of County Commissioners, or, Longinos Gonzalez Jr., duly elected, qualified, acting member and Vice Chair of the Board of County Commissioners, be and is hereby authorized to execute all necessary documents on behalf of the Board.

**DONE THIS 17th** day of December 2019, at Colorado Springs, Colorado.

**BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO**

**ATTEST:**

By:   
Chuck Broerman  
County Clerk & Recorder



By:   
Longinos Gonzalez, Vice Chair

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**



**STANDARD – [GROSS LEASE]  
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

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**LANDLORD**                    **The Board of County Commissioners of El Paso County,  
Colorado, for the use and benefit of the El Paso County Sheriff's  
Office**

**TENANT**                      **State of Colorado, Department of Public Safety, for the use  
and benefit of the Division of Fire Prevention and Control**

**LOCATION**                    **3755 Mark Dabling Blvd, Colorado Springs, Colorado 80907**

**STATE OF COLORADO  
DEPARTMENT OF PERSONNEL AND ADMINISTRATION  
OFFICE OF THE STATE ARCHITECT  
REAL ESTATE PROGRAMS**

**STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

**TABLE OF CONTENTS**

<u>ITEM</u>	<u>PAGE</u>
1. PREMISES, TERM, RENT	1
2. SERVICES	2
3. INTERRUPTION OF SERVICES	3
4. WORK REQUIREMENTS	3
5. LANDLORD'S REPRESENTATIONS	4
6. LANDLORD'S OWNERSHIP	4
7. LEASE ASSIGNMENT	4
8. EMINENT DOMAIN, TERMINATION OF LEASE	4
9. DAMAGE AND DESTRUCTION	4
10. HOLDING OVER	5
11. FISCAL FUNDING	5
12. FEDERAL FUNDING	5
13. NOTICE	5
14. CONSENT	6
15. TENANT'S TAX EXEMPT STATUS	6
16. TENANT LIABILITY EXPOSURE	6
17. SECURITY DEPOSIT	6
18. INSURANCE	6
19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMEN AND NON-DISTURBANCE	7
20. COLLOCATION	8
21. INDEPENDENT CONTRACTOR	8
22. NO VIOLATION OF LAW	8
23. COLORADO SPECIAL PROVISIONS	8
24. BROKER REPRESENTATION	9
25. GENERAL PROVISIONS	9
26. ADDITIONAL RENT	11
27. ADDITIONAL PROVISIONS	11
28. SIGNATURES	13
<b>EXHIBITS:</b>	
Exhibit A – Premises	
Exhibit B – Notice of Assignment of Lease Form	
<del>Exhibit C – Commission Sharing</del>	

**LEASE AGREEMENT  
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between **The Board of County Commissioners of El Paso County, Colorado, for the use and benefit of the El Paso County Sheriff's Office** whose address or principal place of business is **27 East Vermijo Avenue, Colorado Springs, Colorado 80903**, hereinafter referred to as "Landlord", and **THE STATE OF COLORADO** (the "State"), acting by and through the Department of **Public Safety, for the use and benefit of the Division of Fire Prevention and Control** whose address is **700 Kipling Street, Suite #1000, Denver, Colorado 80215**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

**WITNESSETH:**

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. PREMISES, TERM, RENT.**

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **3755 Mark Dabbling Blvd, Colorado Springs, Colorado 80907**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as **Suite Bay 8 (3,325 Sq. Ft.) plus one Office (155 Sq. Ft.) and one Tool Cache (217 Sq. Ft.)** further described in **Additional Provisions**, includes approximately **three thousand six hundred ninety-seven (3,697)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) **TO HAVE AND TO HOLD** the same, together with all appurtenances, unto Tenant, for the term beginning the later of **December 1, 2019** or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **December 31, 2020**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

<b>3,697 sq. ft.</b>	<b>NEGOTIATED ANNUAL RENT/ RSF</b>	<b>REAL ESTATE PROPERTY TAXES RSF*</b>	<b>ADJUSTED ANNUAL RENT/ RSF*</b>	<b>MONTHLY RENT*</b>	<b>TERM RENT*</b>
<b>TERM DATES</b>					
<b>12/01/19 - 06/30/20</b>	<b>\$12.00</b>	<b>\$0.00</b>	<b>\$12.00</b>	<b>\$3,697.00</b>	<b>TBD</b>
<b>07/01/20 - 12/31/20</b>	<b>\$12.00</b>	<b>\$0.00</b>	<b>\$12.00</b>	<b>\$3,697.00</b>	<b>\$22,182.00</b>

1) §39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$0.00/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.

~~2) At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$\_\_\_\_\_, pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~

3) The Premises are to be used and occupied as **office space and storage for equipment related to firefighting**. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

**El Paso County Finance Division  
Accounting Section  
P. O. Box 2007  
Colorado Springs, CO 80901**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises.

## 2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the **Colorado Springs** submarket. The services shall include but not necessarily be limited to the following:

### 1) Services to Premises.

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

(b) Landlord shall provide Building-standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.

(c) Provide and pay for electric power as supplied by the local utility company.

(d) Replacement of Building standard lighting.

2) **Building Service.**

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services;

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

(e) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;

(f) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) **Maintenance, Repair and Replacement.**

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) **Additional Services.**

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

(c) ~~The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant. Tenant shall have access to the Premises 24 hours a day, seven (7) days a week.~~

(B) Tenant Provided Services: None.

3. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be

entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

#### 4. WORK REQUIREMENTS.

Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

#### 5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** ~~Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not assign this Lease or its facilities, sublet all or any portion of the Premises, or let anyone other than Tenant use all or any portion of the Premises.~~

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.



9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **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 hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:  
**El Paso Sheriff's Office  
27 East Vermijo Avenue  
Colorado Springs, CO 80903**

Tenant:  
**Department of Public Safety,  
Division of Fire Prevention and Control  
700 Kipling Street, Suite #1000,  
Denver, Colorado 80215**

