BOCC

RESOLUTION NO. 21- 490

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

RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES AND PEAK VISTA COMMUNITY HEALTH CENTERS

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(b)-(d), 30-11-103, and 30-11-107(1)(a) and (e), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the legislative authority to purchase, lease, and hold, real and personal property for the use of the County when deemed by the Board to be in the best interests of the County; and

WHEREAS, the Department of Human Services ("Department") has a need to lease 509 square feet of space located at 1815 Jet Wing Drive, Colorado Springs, Colorado 80916, to further the mission of the Department in providing services to the citizens of the County; and

WHEREAS, in order to effectuate lease of the above-noted space, it is necessary for the County to enter into a Lease Agreement (attached hereto as Exhibit 1) with Peak Vista Community Health Centers, a Colorado nonprofit corporation, commencing on August 31, 2021, and which shall remain in effect for a period of five years, as further detailed in the provisions of the Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners has determined that it would serve the best interests of the citizens of El Paso County to approve and enter into the above-identified Lease Agreement between the El Paso County Department of Human Services and Peak Vista Community Health Centers.

BE IT FURTHER RESOLVED that Stan VanderWerf, duly elected, qualified member and Chair of the Board of County Commissioners, or Cami Bremer, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 21st day of December, 2021, at Colorado Springs, Colorado.

ATTEST:

By: _____
Chuck Broerman
El Paso County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Stan VanderWerf, Chair

Chuck Broerman
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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "**Lease**" or the "**Agreement**") is made and entered into by and between Peak Vista Community Health Centers, a Colorado nonprofit corporation (the "Landlord") and El Paso County Department of Human Services (the "Tenant") to be effective on 08/31/2021 (the "**Effective Date**"). Landlord and Tenant are each a "party" and collectively the "parties" to the Agreement. Landlord and Tenant contract and agree as follows:

1. Premises. Tenant hereby Leases from Landlord the premises described in **Exhibit A** (the "**Premises**") in the building located at 1815 Jet Wing Dr, Colorado Springs, CO 80916 (the ("**Building**") and consisting of 509 Rentable Square Feet. Tenant acknowledges that it has inspected and accepted the Premises, and is leasing the Premises, "AS IS" without representations or warranties.

2. Lease Term.

   A. Lease Term. The Initial Lease Term shall be five (5) years, commencing on the Effective Date.

   B. Option to Extend. Upon expiration of the Initial Lease Term or any Extension Term, the Tenant shall have the option to extend the Lease for an additional one-year term (each an "**Extension Term**") subject to a maximum of two Extension Terms. In order to exercise its option to enter into any Extension Term, Tenant must give prior written notice of such to Landlord at least ninety (90) days prior to the expiration of the then-current term. If an Extension Term is initiated in accordance with this Section 2.B., the parties shall execute an amendment to this Agreement to reflect the commencement and expiration dates of the Extension Term. During an Extension Term, subject to Section 3.B., all terms and conditions of this Lease will remain in full force and effect, unless otherwise provided in a written amendment to the Agreement which is signed by both parties. The Initial Lease Term and any Extension Term(s) shall collectively constitute the Term of this Lease.

3. CAM Rent. In the initial year of the Lease, CAM Rent for the Premises shall be $4,844.28 per Lease Year. CAM Rent for each Lease Year shall be payable in equal monthly installments of $403.69 ("**Monthly CAM Rent**"). For purposes of this Agreement, a "**Lease Year**" shall be the twelve-month period following the Effective Date or any annual anniversary of the Effective Date. Payment of CAM Rent will be considered late after the 3rd day of the month. A late fee of ten dollars ($10) per day shall be due and payable for each day the CAM Rent is late, commencing on the 3rd day of the month. CAM Rent shall include coverage of the following building services to be provided by Landlord: water, sewer, electricity, snow removal, trash pickup, housekeeping services, maintenance for mechanical, structural, security/fire alarm, general landscaping and parking. The CAM Rent for each subsequent Lease Year will increase by three percent (3%) over the prior Lease Year's Rent as set forth in Exhibit B. Landlord has agreed to the aforementioned rent, which is lower than fair market value, in recognition of Tenant's limited financial resources and to support

EXHIBIT 1

access to the critical services furnished by Tenant to low-income residents of El Paso County, including but not limited to patients served by Landlord. The Parties understand and agree that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to either party by the other party.

4. Additional Rent. Tenant will pay Additional Rent as described in this Section.

   A. Other. Any and all rent, payments, charges or any other monetary sums, other than CAM Rent or Monthly CAM Rent, payable by Tenant to Landlord under the terms of this Lease, whether due and payable immediately or in monthly installments, will be included in Additional Rent. Additional Rent and CAM Rent collectively constitute the "**Rent.**"

   B. Delivery of Rent. Rent payments shall be delivered to Peak Vista Community Health Centers, 3205 N. Academy Blvd., Suite 130, Colorado Springs, Colorado 80917, Attn: Finance Dept. by check or through automated clearing house (ACH) transfer.

5. Use.

   A. Permitted Use. The Premises shall be used solely for general office use. Tenant shall conduct its business and activities in accordance with all applicable laws and regulations and the Rules and regulations established by Landlord for the use of the Building and Premises. Tenant shall not do anything, which will increase the existing rate of any insurance on the Building or cause a cancellation of such insurance. Tenant shall not do anything, which will interfere with other occupants or tenants in the Building. Tenant shall not permit any nuisance about the Premises, and Tenant shall not commit any waste upon the Premises. Tenant's use of the Premises will comply with all public health orders and directives as may be in place from time to time.

   B. Tenant's Responsibilities for Hazardous Materials. Tenant hereby agrees that Tenant, and any subtenants or assignees of Tenant, shall not use, store, manufacture, or dispose of any substance or material which may be deemed to be hazardous, toxic or infectious, including medical and bio-hazardous materials, or subject to any regulation for storage, use or disposal by any governmental authority including, without limitation, the Environmental Protection Agency and the Colorado Department of Public Health and Environment (collectively, "**Hazardous Materials**") in, under, on or around the Premises, the Building, or the Real Property, except that Tenant may use, handle and store in the Premises such Hazardous Materials as may be typically used, handled and stored in connection with the Permitted Use, provided that such Hazardous Materials are in reasonable amounts and quantities and are stored, handled and used in accordance with Applicable Environmental Requirements (as defined below). All Hazardous Materials shall be used, stored, manufactured and disposed of at Tenant's sole cost and expense in accordance with all applicable laws, rules, regulations, recommendations and ordinances of any governmental authority governing same (collectively, "**Applicable Environmental Requirements**"). Tenant, its subtenants, assignees and the directors, officers, employees, contractors, subcontractors and agents of Tenant, its subtenants and assignees

(collectively the "**Tenant Parties**"), shall not cause the Premises, Building or Real Property to be in violation of any Applicable Environmental Requirements. At least annually and more frequently if requested by Landlord, Tenant shall provide a written certification to Landlord regarding the Hazardous Materials then used by Tenant or the Tenant Parties, the amounts and the methods of storage, treatment, use and disposal thereof. In response to the presence of any Hazardous Materials on, under or about the Premises, Building, or Real Property which is caused by any of the Tenant Parties, Tenant shall cooperate with Landlord, as requested and at Tenant's sole expense, to take all action required to clean up and remove such Hazardous Materials, to restore the Premises, Building and Real Property, to prevent future contamination; and to comply with any Applicable Environmental Regulations or any judgment, consent decree, settlement or compromise with respect to the presence of Hazardous Materials on the Premises, Building, and Real Property. Tenant shall be solely responsible for any losses, damages, liabilities, claims, actions, penalties, fines, judgments, court costs and legal or other expenses including, without limitation, reasonable attorneys' fees and expenses (collectively "Environmental Liabilities") to the extent that such Environmental Liabilities are incurred by Landlord as a direct or indirect consequence of (i) the use, generation, manufacture, storage, disposal, threatened disposal, transportation or possession of any Hazardous Materials by Tenant or any of the Tenant Parties; (ii) any breach of this Section 5.B. by Tenant or any of the Tenant Parties; or (iii) any other acts of a Tenant Party. This obligation shall survive the expiration or termination (each a "**termination**") of this Lease.

6. Liability.

A. Responsibility for Acts. Neither Party shall be required to indemnify the other provided that, notwithstanding the foregoing, (i) Tenant agrees to be solely responsible for, and shall pay for costs, expenses, losses and/or liabilities to the extent that such costs, expenses, losses and liabilities are attributable to, any negligent acts or omissions of Tenant, its officials, employees, or agents, specifically as said acts relate to any rights or obligations of Tenant under this Agreement, to the extent permitted by Colorado law; and (ii) Landlord agrees to be solely responsible for, and pay for costs, expenses, losses and liabilities to the extent that such costs, expenses, losses, and/or liabilities are attributable to, any negligent acts of Landlord, officials, employees, or agents, specifically as said acts relate to any rights or obligations of Landlord under this Agreement, to the extent permitted by Colorado law. Nothing in this Agreement shall be construed to limit or waive any defense provided to Tenant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

B. Survival. The provisions of this Section 6 shall survive termination of this Lease.

7. Insurance.

A. Tenant Insurance. Tenant shall, at its expense, keep in full force and effect the following insurance policies ("**Tenant's Insurance**") during the Lease Term and any extension thereof:

i. "All risk" or "special perils" extended coverage fire and property insurance coverage for all alterations or other improvements or additions to the Premises made at Tenant's expense or direction and all other property owned or used by Tenant and located in the Premises;
ii. Broad form commercial general liability insurance covering all uses and occupancy of the Premises, Building and Common Areas with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000.00) annual aggregate;
iii. Worker's compensation insurance meeting Colorado statutory requirements;
iv. Contractual liability insurance covering Tenant's obligations under this Lease.

B. Tail Coverage. If Tenant obtains any of the Tenant's Insurance on a "claims made" basis, Tenant shall purchase an extended reporting endorsement ("tail coverage") when and as necessary to ensure coverage for all claims arising from acts or occurrences during the Term of this Lease, regardless of when such claims are first made.

C. Certificates of Insurance. Tenant will provide one or more certificates of insurance evidencing each of Tenant's Insurance policies to Landlord on or before the Effective Date of this Agreement. The certificate(s) of insurance shall include Landlord as an additional insured on the policies required by Sections 7.A.(i), (ii), (iii), and (iv) and shall provide prior written notice to Landlord of any cancellation in accordance with the same time limits established by the policy for notice to Landlord.

D. Survival. Tenant's obligations under Section 7.B. shall survive termination of this Lease.

8. Landlord Insurance. Landlord shall, during the Lease Term, maintain an "all risk" or "special perils" property insurance policy for the full replacement costs of the Building and Premises, exclusive of the contents of the Premises and any fixtures therein, as well as broad form commercial general liability insurance.

9. Waiver of Subrogation. Each of the parties will include on their insurance policies, a blanket waiver of subrogation against the other party with respect to any risks or liabilities covered by the insurance required in this Agreement.

10. Self-Insurance. Notwithstanding anything to the contrary contained herein, Tenant may satisfy Tenant's obligation to obtain any of the Tenant's Insurance coverage required to be carried by Tenant under Section 7.A. (i), (ii), (iii) or (iv) by obtaining such coverage from a self-insurance program established, maintained and funded by El Paso County, Colorado.

11. Taxes. Tenant, as a Colorado governmental entity, is tax exempt. Landlord is a tax-exempt organization but shall be responsible for payment of any real or personal property taxes owed, if any.

12. Landlord's Maintenance Obligations. Subject to Tenant's obligations under this Lease, Landlord shall maintain the Building in a state of good repair to include necessary maintenance and repair to the roof, foundation, outer walls, and structural and mechanical portions of the Building.

13. Tenant's Maintenance Obligations. Tenant shall make and pay for all maintenance, replacement, alterations and repair necessary to keep the interior of the Premises and facilities exclusively serving the Premises in a good state of repair in compliance with all federal, state and local laws and regulations and in tenantable, safe condition. Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear and tear excepted. Unless otherwise agreed by Landlord, Tenant shall remove all fixtures in the Premises and make all repairs needed as a result of such removal prior to termination of this Lease.

14. Alterations. Tenant shall not permit any alterations, additions, changes or installations ("Alterations") to the Premises to be performed without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. In the event that Landlord approves any Alterations to the Premises which Tenant desires to make, the Parties will agree, by addendum to this Lease, to the terms and conditions of such Alterations and the terms of ownership and/or removal of such Alterations, including any fixtures constructed or attached by or for Tenant.

15. Signage. Subject to Landlord's approval of the location, design and scale, Tenant shall have the non-exclusive right to install signage on the exterior of the Building. All exterior signs will comply with Landlord's sign criteria and all codes, ordinances and regulations applicable to the Building. Tenant shall, at its own cost and expense, design, fabricate and install its exterior signage. Tenant shall also pay all costs to maintain and keep such sign(s) in good order and repair. Upon expiration or termination of this Lease, Tenant shall promptly remove all exterior signage at its own expense and repair any damage caused by such removal. Tenant may list the location of the Premises in its advertising materials and to otherwise make known to the general public the location and services offered at the Premises. Except as provided by this Section, no sign, advertisement or notice relating to Tenant or its business shall be inscribed, painted or affixed on any part of the inside or outside of the Building without the prior approval of Landlord.

16. Tenant's Default. Each of the following shall constitute an" **Event of Default**" of this Lease:

    A. Rent. If Tenant fails to pay any of the Rent on the date due and such failure continues for a period of ten (10) days after receipt of written notice from Landlord;

    B. Insurance. Tenant fails to maintain any of the Tenant's Insurance coverage required to be maintained by Tenant hereunder;

    C. Abandonment. Tenant abandons all or a material portion of the Premises for a period in excess of thirty (30) days without payment of rent; or

    D. Other Defaults. If Tenant shall be in breach under any other provision of this Lease (other than as specified in subsections 16.A. through C. above) and fails to cure such breach within thirty (30) days after receiving notice of the breach from Landlord provided, however, that Tenant will have no opportunity to cure any breach of this Lease and an Event of Default shall immediately arise if (i) the breach by its nature is not reasonably capable of cure; or (ii) Tenant has committed the same, or a substantially similar, breach of the Agreement within the preceding twelve-months.

17. Landlord's Remedies. Upon the occurrence of an Event of Default, or at any time thereafter, Landlord may in its sole discretion, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default, elect to pursue one or more of the following remedies:

    A. Termination of Lease. Terminate this Lease, in which case Tenant shall pay to Landlord, upon demand, an amount equal to the greater of: i) the Rent owing through the end of the fiscal year in which such termination occurs, or ii) six (6) months' rent at the then applicable rate, plus any hold over rent, and any other sums due to Landlord under the terms of this Lease.

    B. Application of Amounts Owed to Tenant. Apply any amounts owed by Landlord to Tenant against any amounts then due and payable by Tenant to Landlord;

    C. Right to Cure. Landlord may at its option, but shall not in any event be obligated to, perform any obligation(s) of Tenant under this Lease and, if Landlord so elects, all reasonable costs and expenses incurred by Landlord in performing such obligations, together with statutory interest, from the date incurred until paid in full, shall be reimbursed by Tenant to Landlord on demand and shall be considered rent for purposes of this Lease;

    D. Property. Re-enter, seize and take possession of the Premises and of any of Tenant's personal property, fixtures and equipment located at the Premises, all of which shall be deemed abandoned by Tenant and to sell such property at public or private sale; or

    E. Other. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Colorado.

    The remedies of Landlord under this Section 17 shall be deemed cumulative and no such remedy, whether exercised or not, shall be deemed to be in exclusion of any other remedy.

18. Landlord Default; Tenant Remedies. Tenant may terminate this Lease if Landlord should fail to perform or observe any material obligation of Landlord under this Lease and such failure is not cured within thirty (30) days (or such longer period as may be reasonably necessary for Landlord to effect the cure while acting with reasonable diligence) following Landlord's receipt of written notice from Tenant setting forth in reasonable detail the nature and extent of the Landlord default and identifying the applicable Lease provision(s).

19. Termination for Legal Compliance. In the event that Landlord or Tenant determines, after consultation with legal counsel, that any federal or state law, rule or regulation, or interpretation of any such law, rule, regulation, or general instructions, materially affects the legality of this Agreement, Landlord or Tenant may give notice to the other party. If such notice is given, the parties shall negotiate in good faith to develop a new arrangement that satisfies applicable law. If the parties are unable, within a reasonable period not to exceed sixty (60) days from the date of notice, to agree upon a new arrangement, this Agreement may be terminated by Landlord or Tenant. Both parties shall act in good faith to achieve a fair and equitable resolution of applicable legal issues when proposing and negotiating a new arrangement under this provision.

20. Termination for Failure of Appropriations. If Tenant is a governmental entity or political subdivision of the State under the laws of the State of Colorado and is not an Enterprise as defined in Article X, Section 20 of the Colorado Constitution, any financial obligations of Tenant arising under this Agreement and payable after the current fiscal year (as of the Effective Date) are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. If funds are not appropriated for a fiscal year as required, Tenant shall notify Landlord of the failure of appropriations on the earliest possible date and may terminate this Lease effective on the first day of the applicable fiscal year. Prior to termination of the lease, the Parties shall meet and see if an option other than termination may be acceptable to both Parties.

21. Termination without Cause. Either Landlord or Tenant may terminate this Lease without cause at any time after providing at least ninety (90) days' prior written notice of termination.

22. Landlord Right of Access. Tenant shall permit Landlord and its agents to enter the Premises at all reasonable times with twenty-four (24) hours' prior notice except that in case of emergency, no notice is required for Landlord to enter the Premises:

    A. To maintain the Building;

    B. To make repairs as the Landlord is obligated or may elect to make;

    C. To post notices of non-responsibility for alterations;

    D. To inspect the Premises;

    E. For purposes of re-letting the Premises during the ninety (90) day period immediately preceding the expiration or termination of the Lease; or

    F. For other reasonable purposes.

    Any entry by Landlord, its agents or employees, shall be conducted at a time, and in a manner, which will not unreasonably interfere with the conduct of the Tenant's business.

23. Parking and Common Areas. During the term of this Agreement, Tenant shall have the non-exclusive right, at no additional cost, to utilize certain parking spaces designated by Landlord consistent with the Rentable Square Footage of the Premises from time to time together with the non-exclusive right to use Common Areas of the Building. For purposes of this Agreement, the Common Areas shall consist of the main lobby of the Building, the main hallway to the lobby, and the lobby restrooms. Tenant's non-exclusive use of the Common Areas is subject to the terms and conditions of this Lease and shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, without obligation to establish, modify and enforce such rules and regulations, which the Landlord may deem reasonable and/or necessary. (See **Exhibit C** for current Rules and Regulations.)

24. Damage to Premises. In the event any portion of the Premises are damaged or destroyed or the Building is destroyed or extensively damaged by fire or other casualty, Landlord shall inform Tenant, within thirty (30) days of the date of such destruction or damage, of Landlord's intent to rebuild. If Landlord decides not to rebuild, at Tenant's election the Lease shall immediately cease without further obligation on the part of Tenant and Tenant shall vacate the Premises within thirty (30) days of Tenant's election to terminate and all Rent abated from the date of casualty. If

Landlord decides to rebuild, the Building and Premises must be restored to their original condition within sixty (60) days of the date of casualty and, if the damage has rendered the Premises untenantable, in whole or in part, there shall be an abatement of the Rent to the extent of the portion of the Premises rendered untenantable until the damage has been repaired. If Landlord is unable to restore the Building and the Premises within sixty (60) days, Tenant may, at Tenant's option, terminate this Lease, and Tenant shall vacate the Premises within thirty (30) days of its election to terminate. Upon Tenant's vacation of the Premises, this Lease shall terminate and neither party hereto shall have any further rights or liabilities hereunder, except those rights and obligations that have accrued prior to termination and those rights and obligations that expressly survive Lease termination.

25. Force Majeure. Each of Landlord and Tenant shall be excused from performing any of their obligations or undertakings provided in this Lease, other than the payment of Rent, to the extent that performance of any such obligations is prevented or delayed or rendered impracticable by an Act of God, extreme weather event, disaster, or other occurrence that is not reasonably within the control of the party whose performance is affected.

26. Condemnation. If the Premises shall be taken or condemned, either in whole or in part, by competent authorities for public or quasi-public use, Tenant shall have the option to terminate this Agreement as of the date of the taking. If Tenant elects not to terminate this agreement, then this Agreement shall continue in full force and effect. All proceeds from condemnation shall be paid to Landlord.

27. No Partnership. It is agreed that the relationship of the parties is strictly that of Landlord and Tenant and that neither party has any ownership in the other party's enterprise and this Agreement shall not be construed as a joint venture or partnership. The Tenant is not and shall not be deemed to be an agent or representative of the Landlord.

28. Assignment and Subletting. Tenant shall not assign, pledge or encumber this Lease or any interest arising under this Lease and Tenant shall not sublet all or any portion of the Premises (individually or collectively, a "Transfer") without the prior written approval of Landlord which approval may not be unreasonably withheld, delayed or conditioned. Additionally, no Transfer shall relieve Tenant from any covenant, liability or obligation hereunder (whether past, present or future) and Tenant shall remain liable under this Lease as a principal and not as a surety. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Building provided that the purchaser, transferee or assignee succeeds to the interests of Landlord under this Agreement. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

29. Binding Effect. All covenants, conditions, and agreements and undertakings contained in this Agreement shall extend to and be binding upon the respective heirs, successors and permitted assigns of the respective parties.

30. Governing Law and Disputes. This Lease shall be governed by Colorado law. Any disputes arising under this Lease shall be decided by a court of competent jurisdiction located in El Paso County, Colorado. However, prior to filing suit on the basis of any dispute, except a dispute arising from

Tenant's failure to pay Rent when due, the parties agree to meet and confer in good faith in an attempt to resolve the dispute for a reasonable period (not to exceed ten (10) business days). The prevailing party in any legal proceeding between the parties in connection with this Lease shall be entitled to an award of costs and expenses, including reasonable attorneys' fees, against the other parties.

31. Delays and Closures. In the event of emergencies, extreme weather conditions or utility outages, Landlord may delay opening the Building or opt to close the Building for one or more days to preserve the safety of patients, guests, employees and tenants. In the event that Landlord delays opening the Building or closes of the Building, Tenant will be required to delay its use and operations of the Premises as well. Potential reasons for delay or closure include but are not limited to: snow or inclement weather; electrical outage; water outage; and utility related disaster. Tenant must provide Landlord with current contact information (to include representatives of Tenant and any approved subtenants or assignees), and must update such information as needed, for inclusion in Landlord's delay or closure notification protocols.

32. Notices. All notices from Tenant to Landlord shall be sent by postage prepaid certified mail, return receipt requested, or by any nationally known overnight courier service such as Federal Express to:

Peak Vista Community Health Centers
3205 N Academy Blvd, Suite 130
Colorado Springs, CO 80917
Attn: Finance Dept.
Cc: Contracts@peakvista.org

All notices from Landlord to Tenant shall sent by postage prepaid certified U.S. mail, return receipt requested, or by any nationally known overnight courier service such as Federal Express to:

El Paso County Department of Human Services
Attn: Contract Management
1675 Garden of the Gods Road
Colorado Springs, CO 80907
DHSContractManagement@elpasoco.com

A party may change its designated notice address by using the notice procedures set forth in this Section. All notices sent in accordance with this Section shall be deemed delivered and received on the date of deposit in the U.S. Mail as evidenced by a U.S. Postal Service Certificate of Mailing, or by overnight courier service proof of delivery.

33. Time of the Essence. Time is of the essence of each provision of this Lease.

34. Quiet Enjoyment. Landlord hereby covenants and agrees that Tenant, upon paying the Rent and keeping all of Tenant's warranties, representations, covenants and obligations under this Lease, has the right to lawfully and quietly hold and occupy the Premises during the Term and subject to the terms and conditions of this Agreement.

35. Compliance with Accessibility Laws, Rules, and Regulations. This provision governs the responsibility of Landlord and Tenant to comply with the Americans with Disabilities Act of 1990 and its implementing regulations, as amended or supplemented from time to time (collectively, the "**ADA**"). Landlord will be responsible for ADA compliance with respect to the common areas of the Building. Tenant will be responsible for ADA compliance with respect to (i) Tenant's use, occupancy or alteration of the Premises; (ii) the condition of the Premises resulting from Tenant's use, occupancy, or alteration of the Premises; and (iii) any Alterations or tenant improvements constructed or installed by Tenant. Each fiscal year, El Paso County will conduct an inspection of the common areas to ensure continued compliance with ADA laws, rules and regulations. If concerns are noted, reasonable efforts shall be made to reach agreement for the landlord to address the concern in a timely fashion. El Paso County will make an appointment with Peak Vista facility manager to conduct inspection and any necessary follow up appointments to ensure compliance.

36. Subordination. This Lease is subordinate to any mortgage or deed of trust now or hereafter placed on the Building and to any renewal, modification, consolidation, replacement or extension of such mortgage or deed of trust provided, however, that with respect to any mortgage or deed of trust, such subordination is conditioned upon delivery to Tenant of a non-disturbance agreement which provides that Tenant shall not be disturbed in its possession of the Premises and that the holder of such mortgage or deed of trust shall perform all obligations of Lessor under this Lease. With respect to Tenant's obligations hereunder, this clause shall be self-operative, and no further instrument of subordination shall be required. Within five (5) days after written request by Landlord, Tenant shall execute any documents, which may be desirable to confirm the subordination of this Lease. If Tenant fails to do so, Landlord may give written notice to Tenant that Landlord is hereby irrevocably appointed agent and Attorney-In-Fact of Tenant to execute all such instruments if Tenant fails to do so within the applicable five (5) day period.

37. Estoppel Statement. Tenant shall within five (5) days of request, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect); (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed; (c) setting forth the date of commencement and expiration of the term hereof; and (d) such other matters requested by Landlord. Any such statement may be relied upon by Landlord and any prospective purchaser or encumbrancer of the Building. In the event that such statement is not so delivered by Tenant as required herein, Landlord shall have the right to deliver such statement on behalf of Tenant, and Tenant designates the Landlord as its Attorney-In-Fact in providing such statement.

38. Waiver. The waiver by Landlord of any term, covenant or condition herein contained must be in writing. Any such waiver shall not be deemed to be a waiver of any subsequent or different breach of this Agreement. The acceptance of Rent shall not be deemed to be a waiver of any default by Tenant.

39. Captions and Headings. The captions and headings in this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.

40. Complete Agreement. This Lease, including the attachments and exhibits which are hereby incorporated by reference, represents the complete agreement of the parties with respect to the subject matter hereof. This Lease supersedes any prior agreements, discussions, warranties, or representations of the parties with respect to the subject matter hereof. This Lease may not be amended except by the signed, written agreement of the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Lease as of the Effective Date first above written.

BOARD OF COUNTY COMMISSIONERS

EL PASO COUNTY, COLORADO

BY:

CHAIR

ATTEST:

BY:

COUNTY CLERK AND RECORDER

APPROVED AS TO FORM:

BY:

OFFICE OF THE COUNTY ATTORNEY

CONTRACTOR FIRM NAME (LANDLORD)

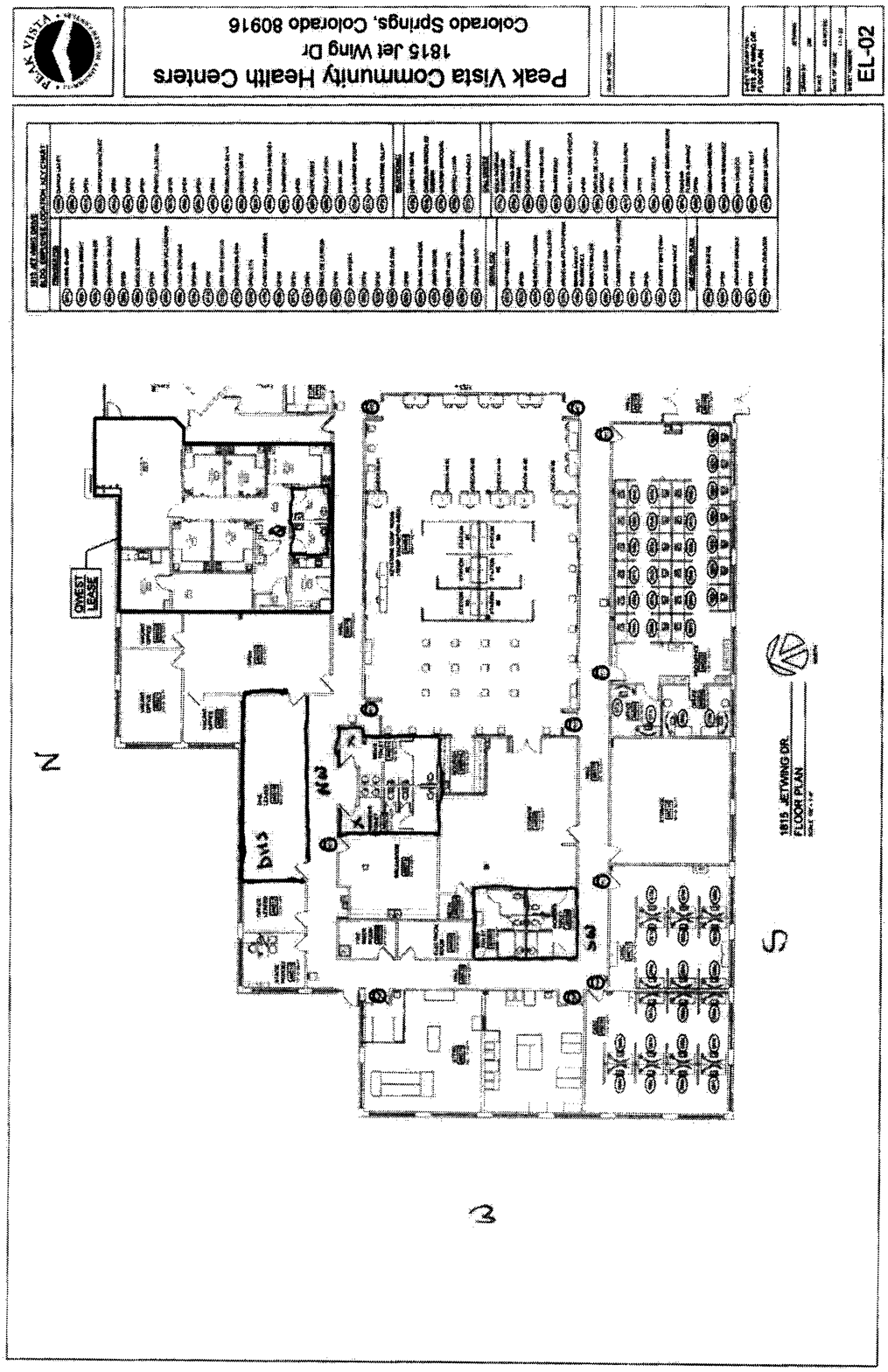
ROBERT NARTKER, CHIEF OPERATIONS OFFICER

BY:

AUTHORIZED REPRESENTATIVE

EXHIBIT A

DESCRIPTION OF THE PREMISES – EL PASO COUNTY SPACE – JETWING – 509 sq. ft.



Peak Vista Community Health Centers
1815 Jet Wing Dr
Colorado Springs, Colorado 80916
EL-01
1815 JETWING DR
FLOOR PLAN
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EXHIBIT B
CAM RENT SCHEDULE
WITH ESCALATOR

	ANNUAL CAM RENT	MONTHLY CAM RENT
Year 1	$4,844.28	$403.69
Year 2	$4,989.60	$415.80
Year 3	$5,139.24	$428.27
Year 4	$5,293.44	$441.12
Year 5	$5,452.20	$454.35

EXHIBIT C
RULES AND REGULATIONS

1. **Use:** Tenant shall not use or permit any part of the Premises to be used for any purposes other than those set forth in this Lease.
2. **Clean and Safe Condition:** Tenant shall keep the leased Premises clean and free of hazards. Tenant shall comply with any waste recycling, waste separation, or any other waste program imposed from time to time by the provider of the waste removal or the Landlord.
3. **Common Areas:** The Common Areas shall not be obstructed.
4. **Exterior:** No awnings or other projections shall be attached to the outside walls of the building.
5. **Use of Water and Plumbing:** The water closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed, and no sweeping, rubbish, acids or other substances shall be thrown or deposited therein. All damages resulting from any misuse or the fixtures shall be borne by the Tenant who, or whose employees, agents, visitors, or licensees shall have, caused the same.
6. **Animals and Bicycles:** No animals (other than service animals) or birds of any kind shall be brought into or kept in or about the Premises or the building. Tenant may maintain fish in a properly maintained aquarium. No bicycles shall be ridden in or about the Premises or the building and shall not impede ingress or egress at any time.
7. **Noise:** No noise, including, but not limited to, music or the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the building shall be made or permitted by any tenant. Nothing shall be done or permitted in the Premises by any tenant who would impair or interfere with the use or enjoyment by any other tenant of any other space in the building.
8. **Locks and Access:** Additional locks shall not be placed upon any doors or windows by Tenant nor shall any changes be made to the locks which shall make such locks inoperable by Landlord's master key. Landlord will furnish two keys for each lock in the Premises. Additional keys will be ordered through Landlord and paid for by Tenant. Tenant will return all keys upon termination of this Lease. The Landlord shall be allowed admittance to the Premises, to cover any emergency or required examination that may arise.
9. **Delivery and Moving:** All removals or the carrying in or out of any safes, freight, furniture, and any other object must take place during such hours as Landlord may determine from time to time. Any damage done to the building shall be paid for by the Tenant causing it.
10. **Safes:** Safes and other heavy articles shall be placed by the Tenant in such places only as may be specified in writing by the Landlord.
11. **Advertising:** Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's judgment, tends to impair the reputation of the building or its desirability as a building for offices. Upon written notice from Landlord, such tenant shall refrain from or discontinue such advertising or identifying sign. Tenant shall not use the name of the building for any purpose, other than that of the business address.
12. **Visitors & Employees:** Tenant shall provide reasonable notice to Landlord in the event Tenant requires persons connected with or calling upon Tenant to enter the building during hours other than Business Hours. However, Landlord reserves the right to exclude the same from the building during hours other than Business Hours, not to be exercised unreasonably.
13. **Building Security:** Tenant assumes responsibility for protecting the Premises from theft and robbery by locking applicable doors when Tenant is not using the Premises for its business

purposes. Upon the request of the Landlord, the Tenant shall furnish to Landlord, information including the name and telephone number of an individual designated by Tenant who should be contacted in the case of an emergency, the name of all individuals to whom Tenant has given entrance keys, and the names of all individuals authorized by Tenant to enter the Premises at other than Business Hours.

14. **Closing Doors and Windows:** Tenant, before closing and leaving the Premises at any time, shall see that all operable windows are closed and all lights are turned out. All entrance doors in the Premises shall be left locked by Tenant when the Premises are not in use. Entrance doors shall not be left open at any time.
15. **Telephone:** Landlord will direct the cabling contractor as to where and how telephone wires are to be introduced. Unless approved in advance by Landlord, no boring or cutting for wires will be permitted.
16. **Lodging:** The Premises shall not be used for lodging or sleeping.
17. **Service Requests:** Service requests shall be directed to Facilities Help desk at 719-344-7145. Employees of Landlord shall not perform any work for Tenant unless under instructions from Landlord.
18. **Canvassing:** Canvassing, soliciting and peddling in the building are prohibited and each tenant shall cooperate to prevent the same.
19. **Moving Equipment:** Hand trucks and moving equipment used by Tenant in the building must be equipped with rubber tires, side guards and other safeguards.
20. **Odors:** Tenant shall not cause any odors to emanate from the Premises. No cooking shall be done in the Premises.
21. **Utilities:** Tenant shall not waste electricity, water, or air conditioning and shall cooperate with Landlord to assure the most effective operation of the building's heating and air conditioning. Tenant shall not adjust any controls, other than room thermostats installed for Tenant's use.
22. **Smoking:** Smoking of tobacco products anywhere within the building or on the Landlord property is prohibited.
23. **Tenant's Responsibility for Others:** Tenant shall be responsible for the observance of all of the foregoing rules and regulations by Tenant's employees, agents, clients, customers, and guests. In addition to the Landlord's other remedies for Tenant's breach of any of the foregoing rules and regulations, Tenant shall pay Landlord for all damage resulting from the violation thereof.
24. **Narcotics:** The holding of any narcotic drugs within the Premises requires written notification to Landlord, to include the location of such narcotic drugs and the security measures used by Tenant during the time the Premises are not occupied. Landlord may require Tenant, at Tenant's expense, to provide additional security measures if, in Landlord's opinion, Tenant has not sufficiently safeguarded such narcotic drugs against theft from the Premises. Such suggested security measures are not to be construed as Landlord's acceptance of any liability as a result of theft or guarantees against such theft.