

RESOLUTION NO. 18-491**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO****RESOLUTION TO ACCEPT EL PASO COUNTY CITIZENS SERVICE CENTER
SUB LEASE AGREEMENT WITH THE DEPARTMENT OF HUMAN
SERVICES.**

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 Department of Human Services has a need for office space, including the use of public access areas, to provide program operations and services to the citizens of the County; and

WHEREAS, El Paso County has premises available at the Citizens Service Center located at 1675 Garden of the Gods Road, Colorado Springs, CO 80907, that it desires to lease to the Department of Human Services for the purpose of providing program services; and

WHEREAS, the Department of Human Services will lease the premises from the County under the terms and conditions as written in the El Paso County Citizens Service Center Sub Lease Agreement ("Agreement") and for consideration as determined in the Agreement attached hereto 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, 2019; and

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 Sub Lease Agreement described herein between the Board and the Department of Human Services regarding the premises located at the Citizens Service Center, 1675 Garden of the Gods Road, Colorado Springs, CO 80907.

BE IT FURTHER RESOLVED, that the Board of County Commissioners of El Paso County, Colorado, hereby accepts the El Paso County Citizens Center Sub Lease Agreement with the Department of Human Services.

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El Paso County, CO

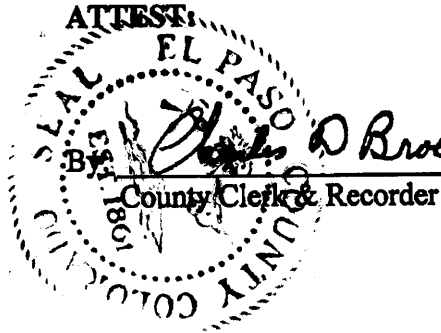


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BE IT FURTHER RESOLVED, that Darryl Glenn, duly elected, qualified, acting member and President of the Board of County Commissioners, or Mark Waller, duly elected, qualified, acting member and President Pro Tempore of the Board of County Commissioners, be and is hereby authorized to execute all necessary documents on behalf of the Board.

DONE THIS 20th day of December 2018, at Colorado Springs, Colorado.

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



By: Darryl Glenn
Darryl Glenn, President

**El Paso County Citizens Service Center
Sub Lease Agreement**

THIS SUB LEASE AGREEMENT is made and entered into on this 20th day of December, 2018, by and between EL PASO COUNTY, by and through its Board of County Commissioners ("Landlord"), and DEPARTMENT OF HUMAN SERVICES ("Tenant").

WITNESSETH: For and in consideration of the covenants and agreements herein contained, LANDLORD does hereby lease to TENANT and TENANT does hereby lease from LANDLORD the following premises for such term and rental set forth hereinafter:

1. **IDENTIFICATION OF LEASED PREMISES:** Landlord shall lease to Tenant and Tenant shall lease from Landlord certain office space, together with a non exclusive easement in and right to use the Public Access Areas in the Citizens Service Center (CSC) 1675 Garden Of The Gods Road, Colorado Springs, CO 80907 consisting of approximately 104,559 square feet (hereafter sometimes referred to as the "Leased Premises"). The identification of the particular leased office space and the Public Access Areas shall be as set forth in Attachment A.
2. **TERM AND OPTION TO RENEW:** The term of this lease shall commence on the date of the execution of this agreement and shall terminate unless renewed for an additional year on or before December 31, 2019, except as provided in Paragraph 3 ("EARLY TERMINATION"); Paragraph 22 ("FIRE AND CASUALTY RESTORATION OF PREMISES"); Paragraph 23 ("EMINENT DOMAIN OR CONDEMNATION"); Paragraph 29 ("INSOLVENCY"); Paragraph 30 ("PREMISES ABANDONED DURING TERM OF LEASE"); or Paragraph 31 ("DEFAULT"), or other applicable provisions.
3. **EARLY TERMINATION BY PARTIES:** This lease may be terminated by the Landlord at any time during the term of the lease stated in Paragraph 2, upon giving the TENANT six (6) months notice. In the event that the funding for the Tenant's activities is not appropriated by the State of Colorado or other means, Tenant may terminate this lease by providing Landlord with one (1) month's notice. In the event that sufficient funding for the Landlord's intended purposes is not appropriated, budgeted or otherwise made available by the Board of County Commissioners, Landlord may terminate this lease by providing Tenant with six (6) month's notice.
4. **LEASE PAYMENTS:** Lease amounts are based on a rate of Fifteen Dollars and Five Cents (\$15.05) per square foot or One Million Five Hundred Seventy-Three Thousand One Hundred Eighty-Four Dollars (\$1,573,184) per year payable in monthly installments of One Hundred Thirty-One Thousand Ninety-Eight Dollars and Sixty-Seven Cents (\$131,098.67) which shall be due and payable on the first day of each month. Monthly lease payments shall be made to the Landlord at El Paso County, Financial Services Department, Finance Division, 200 S. Cascade Avenue, Colorado Springs, CO 80903, as may be changed from time to time by Landlord.

5. SPECIFIC SUBORDINATION: Landlord and Tenant agree the funding for the Leased Premises shall be from the proceeds of the issuance of those Certificates of Participation, the terms and conditions of which shall be as set forth in those instruments. This Agreement shall be subject to and subordinate to said Instruments. No provision of this Agreement shall be enforced or deemed enforceable if the effect of such enforcement would cause a breach or event of default in any of the Instruments described.
6. TAXES: There are no real property taxes in relationship to this subject property. The TENANT shall pay all personal property taxes accruing during the term of this lease for personal property owned by the Tenant and kept on the Leased Premises.
7. USE OF PREMISES: The Tenant expressly covenants and agrees to use the Leased Premises for its stated business.
8. QUIET ENJOYMENT OF PREMISES BY TENANT: The Landlord promises that the Tenant shall enjoy the uninterrupted possession and use of the Leased Premises without unreasonable disturbance from the Landlord or any party claiming under the Landlord or claiming a right or title superior to the Landlord's right or title.
9. MAINTENANCE OF PREMISES: The Landlord shall be responsible for the GENERAL maintenance, repair, and replacement of the premises as specified in Paragraph 10.
10. LANDLORD'S MAINTENANCE RESPONSIBILITIES: Landlord will normally be responsible for the following utilities and services in connection with the Premises:
 - All Utilities (except as specifically excluded)
 - Security services
 - Repairs & maintenance (as specified)
 - Telephone services (except long distance)
 - Pest control
 - Snow removal
 - Computer support services
 - Trash removal
 - Burglar & Fire alarm services
 - Janitorial and day porter services
11. COMMON AREAS: The Public Access Areas of the premises are those parts of the Premises intended for the common use of all entities that lease space in the Premises, which areas include, but are not limited to, the parking lots, the lobby, elevators, stairways, sidewalks, landscaping, curbs, driveways, drinking fountains, certain hallways, public toilets, lobbies, certain meeting rooms, exercise facilities, and the cafeteria. The Tenants and their respective employees, clients, customers, subleases, concessionaires, invitees and licensees shall have the non-exclusive right to use the Public Access Areas, except that only the Landlord, the Tenants and their respective employees shall have the right to use the locker room, the exercise room, and the break room. All such use of the Public Access Areas shall be in common with the Landlord, the other Tenants, and all other persons entitled to use the same, and such use shall be subject to such reasonable rules and regulations governing the use of the same as the Landlord may from time to time prescribe, including the designation of specific areas in which the Tenants' automobiles and those of

their respective employees, clients, customers, subleases, concessionaires, invitees and licensees shall be parked. No Tenant shall take any action, which interferes with the rights of others expressly authorized to use any particular portion of the Public Access Areas. In addition, the Landlord may temporarily close any part of the Public Access Areas for such periods of time as may be necessary to perform maintenance, janitorial service and repairs thereon.

12. MAINTENANCE AND OPERATION OF PUBLIC ACCESS AREA: The Landlord shall be responsible for the operation, maintenance, janitorial service and repair of the Public Access Areas.
13. MAINTENANCE AND OPERATION OF THE LEASED PREMISES: In addition to providing for the Public Access Areas, the Landlord shall be responsible for providing all operations, maintenance, janitorial service and repair to all parts of the Premises. The term "operation" as used in this Agreement may include, but shall not be limited to, the providing of security services, janitorial services, insurance coverage, utilities, snow and ice removal services, landscape, lawn and sprinkler service, maintenance services, repair services, property management services, architectural services, and engineering services. Mail delivery to Tenant offices is not provided by the Landlord. Any such person or entity may be an employee, agent, or contractor of the Landlord, provided that under no circumstances shall any such person or entity be deemed an employee, agent, or contractor of the County.
14. COMMON AREA MAINTENANCE CHARGES AS ADDITIONAL RENT: Each of the Parties hereto, including Landlord and other Tenants, shall pay to Landlord as Additional Rent a quarterly Common Area Maintenance Charge, which may be referred to herein as the "CAM" or the "CAM charge." The amount of each monthly installment for the CAM charge shall be as set forth in Paragraph 15 below, and the process for determining the amount of the monthly installment in subsequent years shall be as set forth in Paragraph 15 below.
15. CAM CHARGE FOR THIS AGREEMENT:
 Tenant's monthly installment of General CAM for the Year 2019 shall be based upon \$11.52 per square foot per year multiplied by the amount of leased space attributable to the Tenant for the year or One Million Two Hundred Four Thousand Seven Hundred Thirty Three Dollars (\$1,204,733) per year payable in monthly installments of One Hundred Thousand Three Hundred Ninety-four Dollars and Forty-two Cents (\$100,394.42), which amount of leased space, common area, should be the same for the determination of Base Rent and for the determination of the General CAM Charge. To the extent that there are not sufficient funds in the current year's CAM account to cover a charge or expense that is authorized under this Agreement, the Landlord may pay the charge from additional available one-time restricted funds or any available reserve in the CAM account.
16. CAM CHARGES FOR SUBSEQUENT YEARS OF THIS AGREEMENT: No later than October 1 of each current year of this Agreement, the Landlord shall provide to the Tenant an estimate of the CAM installment for the following year. Before informing the Tenant

of any increase in CAM installment for the following year, the Landlord shall consult with the Tenant concerning the need and justification for the requested amounts.

17. ACCOUNTING, AUDITING, AND INSPECTION OF BOOKS AND RECORDS: The Landlord shall keep and maintain books and records pertaining to its obligations under this Agreement. The Landlord shall not destroy or in any way dispose of any of these books and records without first obtaining the written permission of the Tenant(s). All such books and records shall be open for inspection and copying by the Tenant(s) at reasonable times and upon reasonable notice. With respect to all monetary accounts kept and maintained pursuant to this Agreement, the Landlord shall provide un-audited accountings and financial statements thereof to the Tenant(s) at least once every four (4) months. At least once per year, the Landlord shall cause to be prepared and presented to the Tenant(s) an audit of the Landlord's financial statements and its books and records pertaining to the Leased Premises, including a copy of the auditor's management letter. The audit shall be conducted and prepared by an independent accountant or accounting firm, and such audit shall be prepared according to generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants (AICPA) and Government Auditing Standards issued by the Comptroller General of the United States and Office of the Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The Audit shall provide reasonable, but not absolute, assurance that the financial statements and the books and records are free of material misstatement, whether caused by error or fraud. The Landlord may pay for the cost of the annual audit and the cost of providing the quarterly un-audited accountings and financial statements from the General CAM Fund or the CAM Reserve Fund.
18. TENANT'S ASSOCIATION: Landlord agrees to establish and support a Citizens Service Center Tenant's Association (CSCTA). Each Tenant in the CSC, including Landlord shall be represented on the CSCTA. The CSCTA shall meet on a quarterly basis or as otherwise determined by the CSCTA for the purpose of making recommendations to Landlord about expenditures of CAM charges for the operations, maintenance, janitorial service and repair to the Common Areas.
19. OTHER MAINTENANCE: This Agreement provides for the operation, maintenance, and repair of all items of real and personal property purchased from the proceeds of the Certificates of Participation and of all fixtures on the Leased Premises, the costs of which are provided for in the CAM charges. Each Party at their respective expense shall be responsible for the operation, maintenance, and repair within their respective areas of exclusive possession on all items of personal property.
20. LANDLORD'S INSURANCE OBLIGATIONS: The LANDLORD agrees to carry sufficient fire and extended coverage insurance on the Leased Premises during the term of this lease to cover the cost of rebuilding or repairing the Leased Premises in the event of partial or total destruction thereof.
21. TENANT'S INSURANCE OBLIGATIONS: Tenant, at its own expense, shall carry and maintain sufficient property insurance to protect the value of the equipment owned only by

the Tenant. Tenant further agrees to indemnify, defend, and hold the Landlord harmless from liability as provided herein only for those torts or actions which lie in tort or may lie in tort for which the Landlord would not otherwise be immune under the Colorado Governmental Immunity Act (the "ACT") (the "ACT") and for the damage limitations as set forth in the ACT. The terms and provisions of this lease are for the sole benefit of the Landlord and the Tenant and shall not be construed or interpreted to create rights in any third-party beneficiary. Tenant will provide Landlord a certificate of Tenant's insurance upon request.

22. FIRE AND CASUALTY RESTORATION OF PREMISES: In the event that the Leased Premises are destroyed, or rendered uninhabitable, or rendered unusable, either by fire, act of GOD or otherwise, then this lease may be forthwith terminated by the Tenant, at his option, unless the Landlord, at its own expense, shall reconstruct said premises and render it suitable for the Tenant's business within a period of sixty (60) days, it being understood by the parties hereto that the rentals shall be suspended during the period of time when said premises are rendered uninhabitable and unusable for the Tenant's business.: Any and all leasehold improvements must be reviewed and approved by County Facilities Management before construction begins.
23. EMINENT DOMAIN OR CONDEMNATION: In the event all or any part of the Leased Premises shall be taken by right of eminent domain, or condemnation, or in the event that the Landlord makes a conveyance of all or any part of the Leased Premises in lieu of a taking by right of eminent domain, then this lease shall, at the option of the Tenant, cease and terminate. In such event, the Tenant shall not be required to make any further rental payments to the LANDLORD and the Tenant shall have the right to remove from the Leased Premises any and all furniture, machinery, fixtures or other property owned by the Tenant.
24. ASSIGNMENT & SUBLETTING: This lease may not be assigned or the Leased Premises sublet during the term of this lease without the prior written consent of the LANDLORD; provided, however, that consent to assignment of this lease or subletting of the Leased Premises shall not be unreasonably withheld by the LANDLORD.
25. LANDLORD'S ACCESS TO AND ALTERATIONS OF PREMISES: The Landlord shall have the right, at reasonable mutually agreed times, except in the case of an emergency in which case no prior notice shall be required, to enter the Leased Premises to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvements or preservation thereof, and the Landlord shall at all times have the right, with the Tenants' written consent, to make such alterations or changes to other portions of the Leased Premises as it may from time to time deem necessary or desirable.
26. LEASEHOLD IMPROVEMENTS: Any and all leasehold improvements must be reviewed and approved by County Facilities Management before construction begins.

27. **BUILDING USE FEES:** The Landlord may charge fees to other persons or entities, which persons or entities shall only be non-profit or not-for-profit persons or entities, for the occasional and intermittent use of the Common Areas for meeting purposes only, of the Leased Premises. Under no circumstances shall the Landlord structure any such matter to express or imply the creation of a real estate interest in the Leased Premises. Any such matter shall be structured as a purely contractual matter. The Landlord shall require proof of general liability insurance from the person or the entity as condition precedent to the use of the Common Areas. The Landlord shall keep and maintain any and all such fees and other revenues generated from such use in a restricted CAM account in the General Fund.
28. **SURRENDER OF POSSESSION:** Tenant agrees to deliver up and surrender to Landlord possession of said premises at the expiration or termination of this lease, by lapse of time or otherwise, in as good repair as when Tenant obtained the same at the commencement of said term, excepting only normal wear and decay, or damage by the elements, or by an act of God, insurrection, riot, invasion or commotion, or of military or usurped power.
29. **INSOLVENCY:** Any assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights hereunder to the said assignee without the written consent of the Landlord first having been obtained. It is further agreed between the parties hereto that if Tenant shall be declared insolvent or bankrupt, LANDLORD may, at its option, upon notice to TENANT, terminate this lease and immediately retake possession of said premises.
30. **PREMISES ABANDONED DURING TERM OF LEASE:** If Tenant shall abandon the Leased Premises before the end of the term of this lease, Landlord may, at its option and with written notice to Tenant, re-let the Leased Premises, or any part thereof, as it may see fit, thereby terminating Tenant's right to possession of the Leased Premises.
31. **DEFAULT:** In the event of any default by Landlord or Tenants, of any terms, covenants or agreements contained in this Lease Agreement, the Party declaring default shall notify the defaulting Party, in writing, specifying the default, and the defaulting Party shall have ten (10) calendar days after receipt of written notice in which to remedy the default, except that this Agreement does not require a notice of default or an opportunity to cure a default for the non-payment of any installment of Base Rent or Additional Rent hereunder. If the default is a condition or situation which cannot be cured within a ten (10) calendar day period, the Party may agree to an extension of time during which the Party in default shall diligently proceed with the correction thereof. If any default by Landlord or Tenants is not remedied within the above stated time limit, or a mutually agreed extension of the above stated time limit, the Party not in default may declare this Lease Agreement terminated and/or may pursue any and all remedies and causes of action available at law or in equity, including, but not limited to, the right to sue for restoration of possession of the Leased Premises. In the event that an event of default occurs for the non-payment of any installment of Base Rent, the non-defaulting Party may sue for the entire amount of rent that is paid during the year of default, regardless whether the date has occurred for the payment of the installment hereunder.

32. **NO WAIVER**: The failure of the Landlord or Tenant to insist upon the strict performance of any provision of this lease, or the failure of the Landlord or Tenant to exercise any right, option or remedy reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver for the subsequent breach thereof. Tenant shall not construe the consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act. The receipt by Landlord of rent or other charges with knowledge of a breach of any provision of this lease shall not be deemed to have been waived unless such waiver shall be in writing signed by both parties.
33. **HOLDOVER IN POSSESSION**: In the event that Tenant remains in possession of the premises after the expiration of the Lease Term without the execution of a new lease or the proper renewal of this lease, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created and construed to be a tenancy from month-to-month terminable on fifteen (15) days written notice by either party to the other, at a monthly rental equal to the rent in effect during the last month of this lease, either in its original form or as renewed, which ever occurred later, subject to all the other conditions, provisions, and obligations of this lease and/or this lease as properly modified insofar as the same are applicable to a month-to-month tenancy. Any month-to-month tenancy shall not exceed six (6) months.
34. **AMENDMENT OR MODIFICATION**: Landlord and Tenant acknowledge and agree that neither has relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modifications of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this lease.
35. **AMENDMENT OF EXHIBITS**: Within ninety (90) days after the execution of this Agreement, the Parties shall, if necessary, amend Exhibit A in order to reflect the amount and location of the space actually possessed by each entity and in relation to the Common Areas and, if necessary, to amend the amount of the Base Rental and CAM charge obligations in accordance with the amount of the space actually possessed by each.
36. **BINDING EFFECT**: It is agreed that this lease shall be binding upon the heirs, successors in interest and/or assigns of the parties hereto.
37. **GENERAL SUBORDINATION**: Tenant agrees to subordinate this lease to any mortgage or deed of trust placed upon the property subsequent to the execution of this lease upon receipt of an agreement from the new lien holder, that upon foreclosure or enforcement of its lien, the new lien holder will honor this lease and any extensions thereof, and that the same shall continue in full force and effect as a lease between the successor Landlord and Tenant so long as Tenant is not in default. Landlord represents and warrants that there is no lien holder with respect to the property as of the execution of this lease.
38. **SEVERABILITY**: If any clause or provision of this lease is illegal, invalid or unenforceable under present or future laws effective during the term of this lease, then and

in that event, it is the intention of the parties hereto that the remainder of this lease shall not be affected thereby. The caption of each paragraph hereof is added as a matter of convenience only and shall be considered to be of no effect in the construction on any provision or provisions of this lease.

39. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease Agreement shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Landlord and Tenant.
40. **ENTIRE AGREEMENT:** This Lease Agreement, including any Exhibits, sets forth the entire agreement between the parties. This Lease Agreement shall not be modified except by a writing signed by both parties.
41. **INVOICES AND PAYMENTS:** Invoices and payments related to this Lease Agreement shall be mailed to:

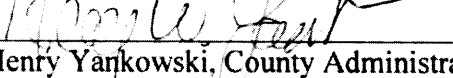
TENANT	LANDLORD
Department of Human Services	El Paso County Government
Attn. Julie Krow	Financial Services Department – Finance Division
1675 Garden of the Gods Road	200 S. Cascade Avenue
Colorado Springs, CO 80907	Colorado Springs, Colorado 80903

In witness whereof, Landlord and Tenant have caused this Lease Agreement to be executed this _____ day of January, 2018.

LANDLORD:
EL PASO COUNTY

By: _____
Darryl Glenn, President

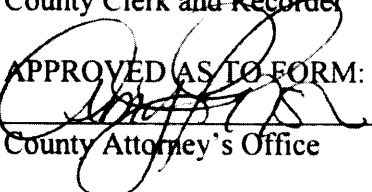
TENANT:
DEPARTMENT OF HUMAN SERVICES

By: 
Henry Yankowski, County Administrator

ATTEST:

County Clerk and Recorder

APPROVED AS TO FORM:


County Attorney's Office