
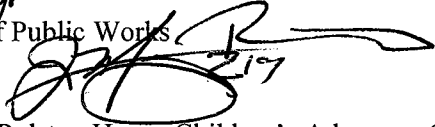


**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2014 – 03**

DATE: January 6, 2014
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
David H. Willett, Director of Public Works 
Jim May, Chief of Police
SUBJECT: Ground Lease Agreement – Ralston House Children’s Advocacy Center

BACKGROUND

In the spring of 2013 the North Metro Children’s Advocacy Center vacated the City-owned building located at 2360 West 112th Avenue creating a service void in the north metro area. Soon after the vacancy, staff began working with the Ralston House Advocacy Center of Arvada as a potential user of the Northglenn building. When Ralston House representatives determined that the building could work for their operations, staff presented this idea to Council for discussion and direction during study session dated August 5, 2013. It was determined by Council that staff should continue to work toward a partnership and vision to reestablish an advocacy center in Northglenn.

Several improvements were discussed at the study session that included 1) a minor building upgrade, or 2) a major improvement that depicted a building floor plan to include a second level.

In order to get the advocacy center operational as soon as possible, staff recommends, as potentially an interim step, to complete minor renovations. The cost shown below can be recouped from the approved Vale grant source of funding up to \$25,000.

Renovations:

- Carpet - \$3,000
 - Windows - \$6,000
 - Interior renovations - \$1,000
 - Interior Doors - \$1,000
 - Asbestos abatement = \$5,000
- Total Estimate = \$16,000**

BUDGET/TIME IMPLICATIONS

The proposed renovations will have little impact to City funds and staff will seek reimbursement for listed expenditures through the approved Vale Grant. However, the Ralston House operations will require four computers which could be provided by the City. The four computers will cost \$5,200 (\$1,300 each).

If Council desires to approve the renovations, computers, and the Ground Lease Agreement, staff will place on the regular Council meeting agenda for formal consideration.

STAFF REFERENCE

David H. Willett, Director of Public Works
Jim May, Chief of Police

dwillett@northglenn.org or 303.450.8783
jmay@northglenn.org or 303.450.8967

Attachments:

- Council Memorandum, 8/5/13
- Approved Vale Grant Capital Request for 2014
- Ground Lease Agreement

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013 – 26

DATE: August 5, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager
David Willett, Director of Public Works
Jim May, Chief of Police
SUBJECT: Children's Advocacy Center – Building Improvements and Funding

BACKGROUND

During the past few years North Metro Child Advocacy group conducted operations from a City owned building located at 2360 West 112 Avenue, near the Water Treatment Plant. The subject building is currently not occupied and there are no advocacy services of this nature available in the immediate area.

Northglenn is currently utilizing the Ralston House (Children's Advocacy facility) location in west Arvada approximately 30 minutes away. This facility serves all Jefferson County agencies, and now Adams and Broomfield Agencies. The heavy usage can be challenging when scheduling appointments, not to mention the distance to travel to utilize the service.

Staff reacted to the service void by initiating discussions with Mr. Don Moseley Executive Director of the Ralston House to expend their child advocacy operations to the city of Northglenn. The building is in need of improvements, both regulatory and operationally driven, before the Ralston House could begin advocacy services.

Staff met with representative from the Ralston House, Saunders Construction, Safebuilt (building inspection), and Jack White (a local architect/engineer) to identify improvements and prepare concept level planning documents. A concept level site plan, floor plan, and elevations will be presented to Council for discussion.

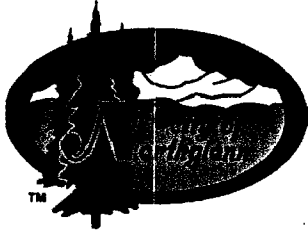
BUDGET/TIME IMPLICATIONS

To date there has been no budget expenditures. However, staff will be seeking direction from Council whether to move forward in partnership with the Ralston House and other Adams County agencies to improve the existing facility in Northglenn and have child advocacy services available nearby.

STAFF REFERENCE

David Willett, P.E., Director of Public Works
Jim May, Chief of Police

dwillett@northglenn.org or 303.450.8783
jmay@northglenn.org or 303.450.



For Official Use Only

Applicant Agency: Ralston House

Total Amount of VALE funds requested: \$25,000.00 (Capital Request)

Date of Board Review: 10/8/13

V/S XX L/E _____ Training/Equipment

Date Received 8/21/13

New XX Continuation _____

Application # _____

Grant Approved _____

Grant Denied _____

Amount Awarded _____

Amount Denied _____



Board 8/21/13

APPLICATION FOR VALE GRANT

APPLICATION CHECKLIST

- Section I: Cover Letter (one page)**
Include the purpose of the grant request and a brief description of how the request fits with the VALE Board's mission and grantmaking priorities.

- Section II: Summary Sheet**

Section III: Narrative Questions

- 1. Organization Background
- 2. Overall Goals
- 3. Current Programs
- 4. Program or Project Requests Only
- 5. Evaluation
- 6. Collaboration
- 7. Inclusiveness
- 8. Board/Governance
- 9. Volunteers
- 10. Planning
- 11. Optional

Section IV: Attachments

If you omit any of the required attachments, provide an explanation as to why.

Note: The VALE Board will not accept an incomplete proposal, regardless of explanation.

Financial Attachments

- 1(a). Organization budget
- 1(b). Program or project budget, if applicable
- 2. Current (year-to-date) financial statements
- 3. Year-end financial statements and audit
- 4. Sources of Income Table
- 5. Major contributors
- 6. In-kind contributions

- Explanation of items in financial attachments, if applicable



APPLICATION FOR VALE GRANT

Other Attachments

- 7. Board of directors list
- 8. Proof of IRS federal tax-exempt status, dated within the last five years
- 9. Anti-discrimination statement adopted by the board of directors
- 10. Key staff
- 11. Annual report, if available
- 12. Evaluation results (optional): Provide the organization's most recent evaluation results, relevant to this request.

Additional Attachments for Organizations Using a Fiscal Agent/Fiscal Sponsor

- 1. The memorandum of understanding or the contract between the organization and the fiscal agent/fiscal sponsor.
- 2. Financial attachments 1(a), 2, and 3 for the fiscal agent/fiscal sponsor.
- 3. Proof of IRS federal tax-exempt status for the fiscal agent/fiscal sponsor, dated within the last five years.
- 4. Board of directors list for the fiscal agent/fiscal sponsor.

Section V: Certified Assurances

Please sign in **BLUE** ink. If there are any changes in signatories after your grant application has been submitted, a new Certified Assurance page will need to be submitted along with notification to the VALE Board members.

Thank you for your time and effort in completing this application.



Seeking the Truth
Learning to Heal

August 20, 2013

Northglenn VALE Board
11701 Community Center Drive
Northglenn, CO 80233-8061

Dear VALE Board Members:

Ralston House respectfully submits this application for \$25,000 of capital funds to help renovate the building at 2360 W. 112th Avenue to serve child abuse victims from Northglenn and their families.

The Northglenn Police Department, Adams County Human Services and other municipal law enforcement agencies bring children to Ralston House who are suspected of being sexually or physically abused or who have witnessed a violent crime. Ralston House provides:

- Forensic interviews of children in order to find the truth and protect the children
- Sexual assault medical examinations to ensure the health of children
- Crisis counseling for children and their families in order to start the healing process

The 2360 W. 112th Avenue building, owned by the City of Northglenn, was once used by North Metro Child Advocacy Center and is in need of renovations in order to open again as a workable child advocacy center. It was decided by Northglenn officials and Ralston House that not only does the site need fixing to bring it up to standard, but this is the perfect opportunity to complete further renovations to provide the extra space and improvements sorely sought by investigators, who have been bringing cases to Ralston House in Arvada and Lakewood. Services are free of charge for victim families and investigative agencies and help to make Northglenn a safer, healthier community. Northglenn's efforts to provide a larger facility will help investigators not only in Northglenn, but benefit other municipalities, as well.

Ralston House has been assisting investigators and providing child advocacy center services to the 1st Judicial District since 1990. In 2013, police chiefs, heads of social services and the district attorney's office from the 17th Judicial District asked Ralston House to take on the job of providing services for child abuse victims and child witnesses to crimes in Adams and Broomfield Counties. Ralston House provides pediatric sexual assault medical exams, forensic interviews, victim and family support and follow-up, including crisis intervention, and assistance in obtaining mental health treatment from qualified, trauma-focused providers. All services are provided in a comfortable, child-friendly environment to reduce re-traumatization of children and are free of charge to families and investigators.

We are on pace to serve 950 children this year, including 21 children from Northglenn. Thank you for considering to help Northglenn build a facility to be proud of. The project will increase access for all victims in need of the high quality services at Ralston House.

Sincerely,

Don Moseley
Executive Director



NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED
MEMBER



APPLICATION FOR VALE GRANT

Section II: SUMMARY SHEET

Organization Information

Legal Name of Organization:

Ralston House

DBA (if applicable): _____

Mailing Address

10795 W. 58th Avenue
Arvada, CO 80002

Physical Address *(if different and not confidential):*

10795 W. 58th Avenue, Arvada, CO 80002
1875 Wadsworth Blvd., Lakewood, CO 80215
In process: 2360 W. 112th Ave., Northglenn

Phone: 720-898-6741

Fax: 303-432-7992

EIN: 84-1222085

Website: www.ralstonhouse.net

Organization Email Address: dmoseley@arvada.org

Name of CEO or Executive Director: Don Moseley, Executive Director

Phone: (720) 898-6745

Email: dmoseley@arvada.org

Application Contact & Title *(if not the CEO or Executive Director):*

Kathy Pettit, Grants Specialist

Phone: (720) 898-6738

Email: kpettit@arvada.org



APPLICATION FOR VALE GRANT

Year Founded: 1990

Mission Statement:

Ralston House's mission is to provide professional, comprehensive services for sexually, physically and/or emotionally abused children and their families in a safe place so they can share their stories and begin to heal.

Geographic Area Served (specific to this proposal) – Please include estimated number of Northglenn residents that will benefit from this initiative.

Adams and Broomfield Counties, in addition to Jefferson and Gilpin Counties
Estimated number of Northglenn residents to benefit (annually): 90 (30 child victims plus 60 primary caregivers)

Tax Exemption Status:



501(c)(3)



Using a fiscal agent/fiscal sponsor

Name of fiscal agent/sponsor: _____



Other than 501(c)(3), describe:

Number of Employees: Full-time: 7 Part-time: 4 Volunteers: 34



APPLICATION FOR VALE GRANT

Grant Request Information

Type of Grant Requested (select one):

Amount of Request: \$25,000

General Operating Support

Program or Project Support

Name of Program or Project: _____

Capital Request

Other: _____

Describe what the grant will be used for:

Ralston House Northglenn Site Renovation

Funding will be used to help fund the renovation expenses for Ralston House to open a child advocacy center in Northglenn at 2360 W. 112th Avenue. The existing building, previously utilized by North Metro Child Advocacy Center, is owned by the City of Northglenn. The Northglenn Police Department, the City of Northglenn and Ralston House are working together to benefit all jurisdictions in the 17th Judicial District, by turning the existing small house into a state-of-the art child advocacy center to better serve children, families and investigators.

In addition to the basic needs of purchasing digital recording equipment for interviews and new windows to eliminate traffic noise, investigators will benefit from additional square footage, with the capacity to conduct two interviews simultaneously, plus having a medical examination room to conduct forensic pediatric sexual assault medical exams. This allows investigators more flexibility in scheduling interviews and means families and investigators will not have to travel to Arvada or Lakewood for interviews and medical services.

Architect Jim White completed architectural building plans at no charge and Saunders Construction donated their time by studying the current structure and giving their opinion on cost for renovation. The architects and City of Northglenn have estimated the cost at \$250,000. Renovations include: new windows, ADA improvements, a second interview room, and addition of a second floor to provide two observation rooms for investigators, a medical examination room, two parent meeting rooms, a second bathroom, a copy room and a conference room. It is hoped that the facility will be completed and operational during the year 2014.

Ralston House is the only program providing child advocacy center services in Adams and Broomfield Counties. An MOU was signed in 2013 between Ralston House and all law enforcement and social services departments in the 17th Judicial District, including Northglenn, to utilize Ralston House for investigative interviews of child victims. This project will result in a facility that Northglenn can be proud of in providing important services to the community.

GROUND LEASE AGREEMENT

The following LEASE is made on this _____ day of _____, 2013, between the City of Northglenn, Colorado, a Colorado home rule municipality (hereinafter referred to as "City" or "Northglenn") and Ralston House, a Colorado Nonprofit Corporation (hereinafter referred to as the "Ralston House" or "Tenant") (either party may be referred to individually as a "Party" or both parties may be collectively referred to as the "Parties") with respect to the following facts:

RECITALS

WHEREAS, the City is the owner of a certain parcel of Property located within the City of Northglenn more specifically described in the attached **Exhibit A** (the "Property"); and

WHEREAS, Ralston House is a child advocacy center which has for many years provided professional and comprehensive services for sexually, physically, and emotionally abused children and their families; and

WHEREAS, Ralston House currently provides these services through its Jefferson County facilities; and

WHEREAS, certain Adams County jurisdictions, along with the City and County of Broomfield, have asked Ralston House to expand into Adams County in order to provide this same type and level of services to Adams County and Broomfield families;

WHEREAS, the Parties desire that Ralston House lease the Property, for the purpose of using the Property as a child advocacy center; and

WHEREAS, the Parties desire that Ralston House shall pay rent to the City.

TERMS

NOW, THEREFORE, in consideration of the paying of rent and the mutual covenants and agreements contained herein, the City and Ralston House hereby agree as follows:

1. Definitions.

For the purposes of this Lease, the following terms shall have the following definitions:

Demised Premises shall mean the Property and all easements, rights, rights-of-way, and licenses thereto, and the existing improvements, located at 2360 West 112th Avenue, Northglenn, CO 80234.

Improvements shall mean all buildings, structures, and improvements now existing upon the Property during the term of the Lease, and including landscaping, lighting, fencing, irrigation, and drainage facilities, and any restoration, addition to, or replacement thereof. The Parties acknowledge and agree that there are two structures on the property as of the effective date of this Lease. One is the primary structure, which was formerly used to conduct the business of the predecessor child advocacy center on the Property. The primary structure is approximately 1250 square feet in size. The other structure is a storage shed.

2. Demised Premises and Term.

- (a) The City leases to Ralston House, and Ralston House leases from the City, the Demised Premises. The lease includes a non-exclusive right to use all appurtenances thereto, including any common areas, sidewalks, walkways, parking areas, and other areas of the Property set forth in **Exhibit A**, which is incorporated herein for all purposes. The Demised Premises consist of a lot that is approximately 20,000 square feet in size.
- (b) The City will deliver the Property, including all floor coverings, window coverings, electrical, plumbing, and HVAC systems in safe, sanitary, and usable condition, and free from any hazardous materials or substances. The City warrants that to the best of its knowledge, the existing primary structure is habitable for use as an office.
- (c) The term of this Lease and Ralston House's obligation to pay rent hereunder will commence upon January 1, 2014. The term will run through and including December 31, 2014 unless sooner terminated as set forth herein. The Lease will be automatically renewable for consecutive one-year terms, unless either party gives 60 days written notice of the intent to terminate this Lease prior to the end of the initial or any subsequent term.
- (d) Notwithstanding the above, the Parties anticipate determining the feasibility of razing of the existing structure at some point in 2015 or 2016. If the razing of the existing structure is determined to be feasible, the Parties contemplate that Ralston House will vacate the Property to allow for the razing of the existing primary structure and construction of a new primary structure on the Property. If such a project is determined to be feasible, the City will be responsible for coordinating and managing construction of the new primary structure. The new primary structure will be at least as large as the existing primary structure. The new primary structure will be owned by the City. The new primary structure will also be used by Ralston House as a child advocacy center. Funding for the new primary structure will be arranged as set forth in agreements between the Parties or other entities that are not a part of this Lease.
- (e) At any time following the issuance of a certificate of occupancy for the new

primary structure, Ralston House may occupy and use the new primary structure as a child advocacy center. Such occupancy and use of the new primary structure will be upon the same terms and conditions as set forth herein.

3. Rental.

- (a) Ralston House hereby agrees to pay and City hereby agrees to accept as rent for the Lease rent of \$1.00 per month, payable monthly in advance on or before the 1st day of each month. Checks may be made payable to or payment made to the City of Northglenn at the address listed below.
- (b) Understanding that at some point, the primary structure currently located on the Property may be razed and unavailable for use by Ralston House, the Parties may re-negotiate the amount of rent due and payable to the City from the date Ralston House vacates the existing primary structure through the date the certificate of occupancy is issued for the new primary structure. The Parties agree that rent may be reduced or even suspended during this period of time. Ralston House's rent obligation will resume as set forth in this Lease after the certificate of occupancy is issued.

4. Taxes and Utilities.

- (a) Taxes. During the period of time the City has owned and been the sole occupant of the Property, the Property has been exempt from real estate taxation. As of the date first listed in this Lease, there are no unpaid real estate taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, or similar governmental charges relating to the property owned by the City. Both Parties understand and acknowledge that Ralston House is a nonprofit corporation and tax exempt.
- (b) Utilities.
 - (i) Ralston House will at all times during the initial or any subsequent term of this Lease pay for or be responsible for:
 - All telephone and cable costs.
 - All utility services costs including electricity or natural gas,
 - All water and sewer services costs
 - (ii) The City will at all times during the initial or any subsequent term of this Lease pay for or be responsible for:
 - All trash and snow removal.

5. Maintenance and Repairs.

(a) Maintenance.

- (i) Ralston House will at all times during the initial or any subsequent term of this Lease pay for or be responsible for:

Performing regular janitorial tasks within the primary structure on the Property;

Depositing trash, garbage, and rubbish in approved containers and removing it from within either structure on the Property to the curb;

Any special lighting installations required by Ralston House;

The replacement of bulbs in all lighting fixtures within or upon both structures on the Property: and

Maintaining all of Ralston House's furnishings and personal property within the structures upon the Property in good, safe, and sanitary condition, order, and repair.

- (ii) The City will at all times during the initial or any subsequent term of this Lease pay for or be responsible for:

Removing or having removed from the Property all trash, garbage, and rubbish;

Painting the exterior of both structures on the Property so as to keep the structures in good condition;

Painting or otherwise maintaining the surface of any fencing on the Property;

Maintenance of the plumbing, HVAC, electrical, and other building systems in the primary structure;

Maintenance of any electrical system in the storage shed;

Maintenance of any lawn sprinkler system; and

Mowing and landscaping services for the Property.

(b) Repairs.

- (i) Ralston House will at all times during the initial or any subsequent term of this Lease pay for or be responsible for; and

Repairs to or replacement of office equipment or specialized medical or photography equipment owned or leased by Ralston House.

- (ii) The City will at all times during the initial or any subsequent term of this Lease pay for or be responsible for:

Repairs to or replacement of any fencing on the Property;

Repairs to or replacement of the plumbing, HVAC, electrical, and other building systems in the primary structure;

Repairs to or replacement of the electrical system in the storage shed;

Repairs to or replacement of the lawn sprinkler system;

Repairs to or of any structural problems related to the primary structure or the storage shed; and

Otherwise keeping the Demised Premises and the Improvements thereon, and all sidewalks, curbs, vaults, and vault spaces adjoining the Demised Premises, and all appurtenances to the Demised Premises, in good order, condition, and repair, ordinary wear and tear excepted, and in such condition as may be required by law.

6. Alterations.

Ralston House shall have the right, at Ralston House's expense, from time to time during the term of this Lease to make any alteration, addition, or modification to the Demised Premises or the Improvements thereon; provided that, after said alterations, additions, or modifications, the Demised Premises shall be for the same general use, and said alterations, additions, or modifications shall not lessen the market value of the Demised Premises; and provided further, that if any such alteration, addition, or modification shall involve the structure or exterior of the Improvements, and shall cost more than Ten Thousand Dollars (\$10,000), or should Ralston House determine to remove or materially demolish the Improvements, then Ralston House shall obtain City's prior written consent thereto, which consent shall not be unreasonably withheld or delayed. It is expressly understood that City's consent may be conditioned upon the furnishing by Ralston House of waivers of mechanics' and materialman's liens from all persons furnishing materials or labor.

7. Use of Demised Premises.

- (a) Ralston House may use and occupy the Demised Premises and the Improvements

thereon solely for use as a children's advocacy center and for providing related charitable and educational services, including but not limited to counseling services and educational programming.

- (b) Ralston House will not use or keep or allow the Demised Premises or any portion thereof or any buildings or other improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy.
- (c) Ralston House's use of the Demised Premises shall include the ability to use the existing furnishings. A list of existing furnishings is attached in **Exhibit B**, which is incorporated herein for all purposes. Existing furnishings will remain the property of the City. If at any time during the initial or any subsequent term of the Lease, Ralston House decides that it no longer needs any or all of the existing furnishings, Ralston House will contact the City, and the City will promptly remove the unneeded furnishings. If Ralston House desires new or additional furnishings, such furnishings shall be purchased at the sole cost and expense of Ralston House, and shall remain the personal property of Ralston House at the expiration of the term of this Lease.

8. Insurance.

Ralston House will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

- (a) Commercial General Liability Insurance. Commercial or comprehensive general liability insurance on an occurrence basis, insuring against any and all claims for damages to person or property or loss of life or of property occurring on or about the Premises arising from any tortuous acts or negligence of Ralston House or any of Ralston House's agents, employees, licensees or contractors, with coverage limits of not less than the limits set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, (currently \$350,000 for bodily injury or death to any one person and \$990,000 for bodily injury or death arising from any one accident or occurrence), with such deductibles as Ralston House may customarily carry in the conduct of its business.
- (b) Property. Insurance on Ralston House's personal property and furnishings against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than ninety percent (90%) of the replacement value of the personal property and furnishings.
- (c) It is expressly understood and agreed that the City shall maintain commercial general liability and property damage insurance on the Improvement in such forms and amounts as to protect its interests as owner.

9. Casualty.

If the Improvements on the Demised Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Ralston House shall promptly notify City of such destruction or damage. Rent shall abate in proportion to the amount of damage to or destruction hereunder by reason of any damage to or destruction of the Improvements, except as specifically provided for in this Lease.

10. Indemnity.

Ralston House agrees to indemnify, hold harmless and defend City hereto, its agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused by Ralston House or its agents or personnel.

11. Condemnation.

- (a) *Entire Condemnation.* If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Ralston House to conduct its activities thereon in a manner similar to that prior to such taking.
- (b) Any award for such taking of all or substantially all of the Demised Premises shall be paid entirely to City.
- (c) *Partial Condemnation.* If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Ralston House, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Ralston House shall elect to maintain this Lease in full force and effect, the entire award for such partial condemnation shall be paid over to City, and Ralston House shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. All of such repair and restoration shall be carried out by the Parties in accordance with the provisions of this Lease. In the event Ralston House elects to continue this Lease in full force and effect after a partial condemnation, there shall be no abatement in the Rent Ralston House is required to pay hereunder.

- (d) Should Ralston House elect to terminate this Lease upon a partial condemnation, Ralston House shall provide City with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Ralston House shall specify in such written notice the date on which this Lease shall terminate, which date shall be no more than 60 days after delivery of such notice to City (the "Termination Date").

12. Assignment and Subletting.

Neither Party may assign this Lease or any interest herein or sublet the Demised Premises at any time, without the other Party's prior written consent, which may be withheld at either Party's sole discretion.

13. Injunction.

Each Party, in addition to any other rights reserved to the Parties, and notwithstanding the concurrent pendency of summary or other dispossession proceedings between City and Ralston House, shall have the right at all times during the term of this Lease to restrain by injunction any violation or attempted violation by the other Party of any of the terms, covenants, conditions, or agreements of this Lease, and to enforce by injunction any of the terms, covenants, conditions, and agreements hereof.

14. Default and Termination.

- (a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Ralston House:
 - (i) Failing to use the Demised Premises for the permitted uses set forth in Section 7, use of the Demised Premises for an unlawful purpose, or failure to comply with any law, regulation, ordinance, or other legal requirement relating to the Demised Premises.
 - (ii) Failure by Ralston House to comply with an material obligation under this Lease or failure to pay the rental required to be paid by Ralston House hereunder where such failure continues for thirty (30) days after written notice thereof by City to Ralston House;
 - (iii) Pursuant to any other default or breach of this Lease by Ralston House, City obtains a money judgment against Ralston House in a court of competent jurisdiction, and such judgment is not paid to City within sixty (60) days after such judgment becomes final.
- (b) In the event of any such default by Ralston House (beyond any applicable cure period), then in addition to any other remedies available to City at law or in equity, City, shall have the immediate option to terminate this Lease and all rights

of Ralston House hereunder by giving written notice of such intention to terminate in the manner specified in this section of the Lease.

- (c) In the event of the vacation or abandonment of the Demised Premises by Ralston House, combined with Ralston House's failure to honor its repair and/or maintenance obligations, City shall have the right to re-enter the Demised Premises and take possession of the Demised Premises pursuant to legal proceeding or pursuant to any notice provided by law.
- (d) Upon a default or breach of any term of this Lease by City hereunder, Ralston House shall have all of the rights and remedies provided by law or equity.

15. City's Right to Cure Ralston House's Defaults.

Whenever and as often as Ralston House shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by Ralston House hereunder, then, upon thirty (30) days' prior written notice to Ralston House, City at City's option, in addition to all other remedies available to City, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as City may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event Ralston House shall reimburse City upon demand, and from time to time, for all costs and expenses suffered or incurred by City in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by City pursuant to the immediately preceding sentence shall not be deemed to obligate City to complete the curing of any term, covenant, condition, or agreement which is in default.

16. Merger.

In no event shall the leasehold interest, estate, or rights of Ralston House hereunder, or of the holder of any mortgage upon this Lease, merge with any interest, estate, or rights of City in or to the Demised Premises, it being understood that such leasehold interest, estate, and rights of Ralston House hereunder, and of the holder of any mortgage upon this Lease, shall be deemed to be separate and distinct from City's interest, estate, and rights in or to the Demised Premises, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.

17. Right to Quiet Enjoyment; City's Right of Entry.

- (a) The City covenants and agrees that Ralston House may at all times, peaceably and quietly have, hold, and enjoy the Property during the initial or any subsequent term. The City acknowledges that Ralston House provides services to a specialized clientele consisting of juvenile crime victims, witnesses, and their

families.

- (b) The City understands and acknowledges that Ralston House maintains confidential information about its clientele and may at certain times maintain protected medical information relating to its clientele. The City or authorized agents thereof may, upon reasonable notice to Ralston House, enter the primary structure on the Property at reasonable times during usual business hours to maintain and repair the inside or outside of the primary structure, or at other times should emergency repairs be necessary. The City may enter all other areas of the Property at any time without notice for the purpose of mowing, landscaping, sprinkler maintenance and repairs, curbside trash removal, or other similar work.

18. Notices.

- (a) Except as provided herein to the contrary, any notice, request or demand to be given pursuant to this Lease, shall be in writing and shall be sent by United States certified mail, return receipt requested, or delivered by a reputable overnight courier delivery service, addressed to City or Ralston House, as the case may be, at their respective addresses set forth below:

City: John Pick, City Manager
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233-8061

Ralston House: Don Moseley, Executive Director
Ralston House
10685 West 58th Avenue
Arvada, CO 80002

- (b) All such notices, requests and demands shall be deemed given upon receipt of the addressee (or upon wrongful refusal of attempted delivery). Either Party may, by notice, designate different and/or additional addresses for notices, requests or demands to it.

19. Non-Waiver.

The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

20. Surrender.

Ralston House shall, on the last day of the term of this Lease or upon any termination of this Lease pursuant to Section 14 (Default and Termination) hereof, or upon any other termination of this Lease, well and truly surrender and deliver up the Demised Premises,

with the Improvements then located thereon into the possession and use of City, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by City, without any payment or allowance whatever by City on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto.

21. No Partnership.

City shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease or any action taken under this Lease, a partner of Ralston House, in Ralston House's business or otherwise, or a member of any joint enterprise with Ralston House.

22. No Oral Changes.

This Lease may not be changed or modified orally, but only by an agreement in writing signed by the Party against whom such change or modification is sought to be enforced.

23. Bind and Inure.

The terms, covenants, conditions, and agreements of this Lease shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Any waiver of rights by either Party hereto shall be deemed to be a waiver of such rights not only by such Party but shall be deemed to be a waiver of such rights for and on behalf of each and every successor and assignee of such Party. The term Ralston House as used herein shall in each instance be deemed to mean the person or persons, corporation or corporations, or other entity or entities that from time to time shall be primarily obligated under this Lease to perform the obligations of Ralston House hereunder.

24. Force Majeure.

The time within which either Party hereto shall be required to perform any act under this Lease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either Party hereto, excluding, however, the inability or failure of either Party to obtain any financing which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the Party entitled to such extension shall give notice to the other Party hereto (plus concurrent notice by telephone or telegraph if such other Party's telephone number is not readily available) of its claim to such extension within three (3) business days after the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of days by which

the time for performance of the act in question shall be extended, the number of days which shall have elapsed between the occurrence of such event and the actual giving of such notice.

25. Hazardous Material.

- (a) Ralston House shall keep and maintain the Demised Premises in compliance with, and shall not cause or permit the Demised Premises to be in violation of, any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Demised Premises. Ralston House shall not use, generate, manufacture, store, or dispose of on, under or about the Demised Premises or transport to or from the Demised Premises any flammable explosives, radioactive materials, hazardous wastes, asbestos, lead-based paints, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").
- (b) Notwithstanding the above, both Parties understand and agree that Ralston House, in the course of its business activities, may generate biohazardous waste materials due to procedures performed within the primary structure. Ralston House will be solely responsible for the proper storage and removal of these biohazardous waste materials from the property. Ralston House shall be solely responsible for, and shall indemnify and hold harmless the City, its directors, officers, employees, agents, successors, and assigns from and against, any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Ralston House's use, generation, storage, release, threatened release, discharge, disposal, or presence of biohazardous Materials on, under or about the Demised Premises
- (c) Ralston House shall, at its expense, take all necessary remedial action(s) in response to the presence of any biohazardous Materials on, under, or about the Demised Premises created by Ralston House.
- (d) The City warrants and represents that as of the effective date of the Lease, there are no flammable explosives, radioactive materials, hazardous wastes, asbestos, lead-based paints, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations ("Hazardous Materials") anywhere on, under, or about the Demised Premises or upon or within any of the Improvements, including upon or within either of the structures upon the Demised Premises. No later than the effective date of this lease, the City will provide Ralston House with a written certification signed by a qualified inspector that there are no such Hazardous Materials anywhere on, under, or about the Demised

Premises or upon or within any of the Improvements, including upon or within either of the structures upon the Demised Premises as of the effective date of this Lease. This certification is attached as **Exhibit C**, which is incorporated herein for all purposes.

26. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City of Northglenn or the City of Arvada may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the day and year first above written.

CITY:

CITY OF NORTHGLENN

Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

RALSTON HOUSE:

RALSTON HOUSE

By: _____
President
10685 West 58th Avenue
Arvada, CO 80002

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of
_____, 2014, by _____ as _____
of _____.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

WEST 45 ACRES OF THE NORTHWEST ONE-QUARTER SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHWEST ONE-QUARTER; THENCE S 00° 01' 37" W ON AN ASSUMED BEARING ALONG THE WEST LINE SAID NORTHWEST ONE-QUARTER A DISTANCE OF (SOUTHWEST CORNER SAID NORTHWEST ONE-QUARTER); THENCE N 89° 40' 34" E ALONG THE SOUTH LINE SAID NORTHWEST ONE-QUARTER A DISTANCE OF 738.82 FEET TO A POINT 1905.15 FEET WESTERLY OF THE SOUTHEAST CORNER SAID NORTHWEST ONE-QUARTER(CENTER SECTION 9); THENCE N00° 01' 37" E PARALLEL WITH THE WEST LINE SAID NORTHWEST ONE QUARTER A DISTANCE OF 2635.00 FEET TO A POINT ON THE NORTH LINE SAID NORTHWEST ONE-QUARTER, SAID POINT BEING 1906.24 FEET WESTERLY OF THE NORTH ONE-QUARTER CORNER (NORTHEAST CORNER SAID NORTHWEST ONE-QUARTER); THENCE S 89° 42' 04"W ALONG THE NORTH LINE SAID NORTHWEST ONE-QUARTER A DISTANCE OF 738.82 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DESCRIBED IN BOOK 47, PAGE 202, ADAMS COUNTY RECORDS.

EXHIBIT B
LIST OF EXISTING FURNISHINGS IN PRIMARY STRUCTURE

- Refrigerator
- Electric Stove
- Garbage Disposal
- Gas Forced Air Furnace
- Central Air Conditioning

EXHIBIT C
DEMISED PREMISES: HAZARDOUS MATERIALS CERTIFICATION