

**RESOLUTION NO. 21-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CASTLE PINES, COLORADO APPROVING A SPACE RENTAL AND  
USE AGREEMENT WITH SAFEUILT COLORADO, LLC FOR A  
PORTION OF THE CITY OF CASTLE PINES CITY OFFICES**

**WHEREAS**, the City of Castle Pines (the “City”) is authorized to contract for performance of necessary public services including building official and code enforcement services; and

**WHEREAS**, the City and SAFEuilt Colorado, LLC are parties to that certain professional services agreement for building official and inspection services approved by the City Council via Resolution No. 21-15 on March 23, 2021 (“Services”); and

**WHEREAS**, by Resolution No. 21-30, the City Council approved a lease between the City and PT Village Square, LLC to lease 1,605 square feet of office space at 7437 Village Square drive, Suite 215, effective 7/01/2021, which space is intended to house the City’s public works and building department operations (“Leased Premises”); and

**WHEREAS**, SAFEuilt will occupy approximately sixty-seven percent (67%) of the Leased Premises and will reimburse the City for SAFEuilt’s proportionate share of the Leased Premises it occupies; and

**WHEREAS**, the City and SAFEuilt have negotiated a proposed Space Rental and Use Agreement, a copy of which is attached hereto as **Exhibit 1**, to memorialize the parties’ understanding of the arrangement for SAFEuilt to occupy a portion of the Leased Premises.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the Space Rental and Use Agreement with SAFEuilt in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the Agreement.

**Section 2.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES** by a vote of 7 in favor and 0 against this 10th day of August, 2021.



**ATTEST:**

DocuSigned by:  
*Tobi Duffey*  
 AD03A3B02032499  
 \_\_\_\_\_  
 Tobi Duffey, CMC, City Clerk

DocuSigned by:  
*Tera Stave Radloff*  
 6E0C8EB279DC479  
 \_\_\_\_\_  
 Tera Stave Radloff, Mayor

**APPROVED AS TO FORM:**

DocuSigned by:  
*Linda C. Michow*  
 5241DE8980FF414...  
 \_\_\_\_\_  
 Linda C. Michow, City Attorney

**EXHIBIT 1**

**Space Rental and Use Agreement between the City of Castle Pines and SAFEbuilt  
Colorado, LLC**

*[ATTACHED]*

**SPACE RENTAL AND USE AGREEMENT FOR A PORTION OF  
THE CITY OF CASTLE PINES CITY OFFICES**

This Space Rental and Use Agreement ("**Agreement**"), dated July 1, 2021 ("**Effective Date**"), is made by and between the **CITY OF CASTLE PINES, COLORADO**, a home rule municipal corporation of the State of Colorado, with offices at 360 Village Square Lane, Suite B, Castle Pines, Colorado 80108 (the "**City**") and **SAFEbuilt Colorado, LLC**, a Colorado limited liability company whose business address is 3755 Precision Dr., Suite 140, Loveland, CO 80538 ("**SAFEBuilt**"). The City and SAFEBuilt are jointly referred to as the "**Parties**."

WHEREAS, the City is leasing premises at 7437 Village Square Drive, Suite 215 in Castle Pines, Colorado, consisting of 1,605 rentable square feet for municipal operations including public works and building inspection services ("City Offices"); and

WHEREAS, the City has engaged SAFEBuilt to provide building and code inspection services for the City as an independent contractor pursuant to a Professional Services Agreement for Building Inspection Services between the City and SAFEBuilt effective March 23, 2021, as such agreement may be amended by the Parties or expressly superseded by subsequent agreement (the "**PSA**"); and

WHEREAS, in order to perform the services as described in the PSA, SAFEBuilt is required and desires to maintain SAFEBuilt staffing at the City Offices pursuant to a space rental and use agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, agree to the following terms and conditions:

1. Use of Premises. The City shall provide SAFEBuilt and its employees, the non-exclusive use and occupation of the premises (the "**Premises**") as set forth in **Exhibit A** attached hereto and incorporated herein, consisting of approximately 1,074 square feet, or 67% of the City Offices. The City may make minor modifications to the location or layout of the Premises without consent of SAFEBuilt provided that such modification does not reduce the square footage by more than 5% of the total square footage of the Premises or materially alter SAFEBuilt's ability to effectively deliver services to the City in accordance with the PSA.
2. Usage Charge and Past Due Usage Charge. SAFEBuilt shall pay to the City for the use and occupancy of the Premises the following Total Monthly Charge for each year (the "**Total Monthly Charge**") which represents 67% of the total monthly rent to be paid by the City for the City Offices, inclusive of utilities and common area maintenance charges:

July 1, 2021- June 30, 2022= \$1901.58/month

July 1, 2022-June 30, 2023 = \$1958.63/month

July 1, 2023-June 30, 2024= \$2017.52/month

In the event the City's rent payments for the City Offices are reduced due to the realization of the City's exemption from real estate taxes, the City will pass along any such savings to SAFEBuilt through a reduction in the Total Monthly Charge. The Total

Monthly Charge is due to and shall be made payable to the City on or before the 1<sup>st</sup> day of each month commencing on the Effective Date. Payments shall be delivered to the attention of the City's Finance Director. Any late payments of the Total Monthly Charge, paid after the 7<sup>th</sup> day of any month, shall be assessed a late payment fee of 10% for any unpaid and outstanding balance, unless otherwise waived in writing by the City.

3. Use of Premises. SAFEBuilt shall use the Premises for general office use in performance of its obligations to the City pursuant to the PSA. SAFEBuilt shall not use or permit the use of the Premises in any way that:
  - (a) will increase the City's existing rates for or cause cancellation of any property, fire, casualty, liability or other insurance policy insuring the Premises or the contents;
  - (b) violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises;
  - (c) obstructs or interferes with the rights of other tenants, users or SAFEBuilt's of the Civic Center in which the Premises are located; or
  - (d) constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance.
4. Alterations. SAFEBuilt shall not make or permit any other person to make any alterations to the Premises without the prior written consent of the City.
5. Term and Termination. This Agreement shall become effective on July 1, 2021 (the "Effective Date") and shall remain in effect for a period contemporaneous with the term of the PSA ("**Term**"). Upon the expiration or termination of the PSA, this Agreement shall automatically terminate unless otherwise agreed in writing by the Parties.
6. Indemnity. Except to the extent directly caused by and the result of the gross negligence or willful misconduct of the City, SAFEBuilt shall indemnify and hold the City free and harmless from any and all liability, claims, loss, damages or expenses, including attorney's fees and costs, arising by reason of death or injury of any person or damage to any property, including any person who is an employee or agent of SAFEBuilt, caused by or allegedly caused by or arising from SAFEBuilt's occupation and use of the Premises or the Associated Services.
7. Insurance. In addition to any insurance required by the PSA, SAFEBuilt may, at its own cost and expense, secure and maintain during the term of this Agreement property, casualty, fire, or other forms of rental insurance deemed suitable by SAFEBuilt to protect its interests in the Premises and any personal property of SAFEBuilt. The City, its insurance administrator, insurance provider, officials, employees, agents, or other contractors shall not be responsible or liable for any loss to SAFEBuilt or its subcontractors or consultants or the property of SAFEBuilt or its subcontractors or consultants from any cause whatsoever related to occupation of the Premises or the Associated Services.

8. Default. Should either party do or cause to be done or fail to perform any acts which constitute a material default and breach of this Agreement, the non-defaulting party shall first provide written notice of complaint to the defaulting party along with a demand for cure of the default. In the event that such default is not cured within 10 days of receipt of notice, the non-defaulting party may:
- (a) agree to continue the Agreement and exercise whatever remedy may be permitted in law or equity;
  - (b) terminate this Agreement upon written notice to the non-defaulting party, such termination to be effective on a date and at a time specified in the written notice of termination; or
  - (c) waive the breach in writing.
9. Time of Essence. Time is declared to be of the essence of this Agreement.
10. Miscellaneous.
- (a) Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
  - (b) This Agreement shall be interpreted according to the law of the state of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Douglas County, Colorado.
  - (c) The parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR.
  - (d) Nothing in this Agreement is intended to waive any protection afforded to the City by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 *et seq.*, or any other applicable law providing immunity to the City, its officials, and employees.
  - (e) Each provision of this Agreement is severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.
  - (f) This Agreement constitutes the entire written agreement between the parties *regarding use of the Premises* and supersedes any prior agreements, whether verbal or written, between the parties or their employees or representatives *which pertain to the same subject matter*. The parties understand and recognize that the PSA may reference an obligation, right, or duty concerning rental or use of the Premises, but this Agreement is not intended to void or supersede any

provision of the PSA. Any modifications to this Agreement must be executed in writing signed by both parties.

- (g) A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- (h) This Agreement shall not be assignable.
- (i) The undersigned individuals each represent to the parties that they possess the authority to execute this Agreement and to bind their respective parties.
- (j) This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

**EXECUTED** as of the date(s) indicated below.

**CITY OF CASTLE PINES**

By: \_\_\_\_\_  
Michael Penny, City Manager

Date: \_\_\_\_\_, 2021.

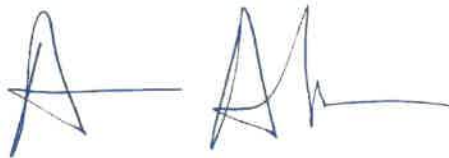
**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Tobi Duffey CMC, City Clerk

By: \_\_\_\_\_  
Linda Michow, City Attorney

**SAFEBuilt Colorado, LLC, a Colorado limited liability company**



By: \_\_\_\_\_

Title: Chief Financial Officer

Date: July 28, 2021.



**EXHIBIT A**  
**DESCRIPTION OF PREMISES**

- One thousand seventy four (1,074) square feet of space within Suite 215 of 7437 Village Square Drive, as assigned by the City Manager.
- Non-exclusive access to all common areas within 7437 Village Square Drive as provided to City employees such as restrooms, kitchens, eating areas, lobbies, parking spaces, for the use of personnel assigned to perform services under the PSA.
- Cleaning, building maintenance, common area maintenance, parking lot snow removal and cleaning without any additional charge.
- Utilities without any additional charge.