

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE BUILDING LOCATED AT 4371 E. 72ND
AVENUE, COMMERCE CITY, COLORADO 80022

THIS LEASE AGREEMENT (“Lease”) is entered into this _____ day of _____ 2024, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as “Landlord” or “County,” and Community Reach Center, located at 1870 W 122nd Avenue, Westminster, CO 80234 hereinafter referred to as “Tenant.”

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord intends to purchase the building at 4371 E. 72nd Ave., Commerce City, CO 80022 (the “Property”) for the provision of said social services; and,

WHEREAS, Tenant is a non-profit corporation that provides various social and medical services in Adams; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Property to the Tenant, so that Tenant may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Property under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of Property (the “Premises”) located at 4371 E. 72nd Ave., Commerce City, CO 80022, and depicted on the attached Exhibit 1. Tenant shall be apportioned space in the Premises as deemed appropriate by the Landlord, subject to the needs of Tenant’s program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on the date three (3) years after commencement, with two, (1) year renewal options.
3. **Rent.** In consideration of this Lease, Tenant agrees to pay rent in the amount of 90% current market rate, as mutually agreed upon by Landlord and Tenant. Such amount shall be determined and provided in the table below:

Year	Monthly Rent Rate	Annual Rent Rate
8/1/2024 - 7/31/2025	\$4,836.25	\$58,035.00
8/1/2025 - 7/31/2026	\$4,971.34	\$59,766.05
8/1/2026 - 7/31/2027	\$5,129.92	\$61,559.03

Each renewal option, if exercised, shall be at 100% market rent rate.

4. **Security Deposit.** No security deposit is required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the

event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Property shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. Tenant may undertake such minor decoration as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, parking for staff and clients, and other common areas. Tenant shall not have access to facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including electricity, and heat/air conditioning. Landlord, at its cost, shall provide maintenance, trash removal, and security services. Tenant shall be responsible for paying their pro rata share of common space, including snow removal. Tenant shall be responsible for obtaining and paying their own internet service provider and in-suite janitorial services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or

obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Facilities & Fleet Management
Attn: Real Property Manager
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Email: realestate@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

For Tenant:

Community Reach Center
1870 W. 122nd Ave
Westminster, Co 80234
Attn: Rick Doucet
Phone: 303-853-3455
Email: r.doucet@communityreachcenter.org

Copy to:

Community Reach Center
1870 W. 122nd Ave
Westminster, Co 80234
Attn: Christi Mecillas
Phone: 303-853-3467
Email: c.mecillas@communityreachcenter.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:
COMMUNITY REACH CENTER

DocuSigned by:

1F435B157696465...
By: Rick Doucet, Chief Executive Officer

7/3/2024

Date

Exhibit 1



CRC Rentable Lease Space
3,869 rsf

Exhibit 2

Community Reach Center will provide comprehensive behavioral health outpatient services. Services will be provided in the office and virtually. Services will include behavioral health and psychiatric intakes; individual and group therapy; on-going psychiatric care; behavioral health evaluations; case management; peer support; vocational support. Services will be overseen by program leadership and provided by appropriate licensed and credential staff where applicable.

Exhibit 3

**Adams County Building Use Policies
for
4371 E 72nd Ave., Commerce City**

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



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1. PURPOSE

The purpose of this Building Use Policy Manual is to ensure that the building will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The building's general hours of operation for the public are 7:00am to 5:00pm.

3. GENERAL RULES OF USE

3.1- Due to city ordinances and state law, the building is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way.

3.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, are prohibited; solicitation by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is also prohibited.

3.3- Pets, with the exception of service animals, are not allowed inside the building.

3.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the building grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

3.5- Skateboards, rollerblades, and roller skates are not permitted in or on the grounds of the building, except on established trails; bicycles are not allowed in the building except in the authorized bike storage area. Bike racks will be available for the public outside of the building entrances.

3.6- Proper attire, which includes shirt and shoes, is required in the building.

3.7- Children must be accompanied by an adult and supervised at all times while in the building. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the building.

3.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the building because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an individual or group, or by any of the group's members. However, no demonstrations of any kind, political activities or rallies, including political signage, shall be allowed on the building grounds.

4. SAFETY & SECURITY

4.1- Members of the public and non-employee visitors have direct access to the first floor lobby. To gain access to secured areas of the building, visitors are required to check-in at the receptionist desk in the front lobby, who

will then contact the appropriate employee. Employees are expected to wear ID badges at all times.

4.2- All users of the building are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

4.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

4.4- To avoid slips and falls, any food or beverages spilled on the floor shall be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees and tenants are responsible for helping to keep the building clean.

5. FIRE CODES

5.1- City codes, including the South Adams County Fire Department Fire Code, apply to this building. Any exceptions to this policy must be submitted to Risk Management for approval.

5.2- Open flames are not allowed in the building or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

5.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not an exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be confiscated. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees and Tenants shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify Risk Management and the employee/tenant will be required to fill out an application for a space/portable heater.
 - c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the South Adams County Fire Code, will be attached to the heater.
 - d) Once the heater is in employee/tenant care it will be their responsibility to follow

the South Adams County Fire Department Fire Code.

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees/Tenants shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the building. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be confiscated by Facility Operations. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

6. INTERIOR GUIDELINES

6.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon request from Facility Operations via the work order process.
- 2) Temporary signage must be typed and approved by the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped to any surfaces in the facility.
- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure in any way.

6.2- Food stored in employee/tenant offices or cubicles needs to be kept in sealed containers to minimize pest and rodent issues.

6.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Departments/Tenants are not allowed to hire painting contractors or do any painting themselves.

6.4- Department Directors and/or Tenants are responsible for notifying Facility Operations **in advance** if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the building.

6.5- All deliveries must be accepted in the front lobby of the building. Departments and/or Tenants will be notified upon receipt of deliveries.

6.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.

4) Plants shall not be hung from the ceiling or building structure in any way.

6.7- To conserve energy, employees/tenants shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

6.8- Keys for the building employees/tenants will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager or tenant. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the County and/or a tenant of the building. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department/tenant that the lost key was issued to.

6.9- Card access and photo IDs for the building will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager or tenant. All access cards and photo IDs must be **immediately** returned to Facility Operations once an employee's employment is terminated or tenant's occupancy ends. Facility Operations shall be notified immediately if a card is lost or stolen.

7. EXTERIOR GUIDELINES

7.1- All Adams County employees and/or tenants working at the building are required to park on the west side of the front parking lot.

7.2- No long-term parking will be permitted in either the public, tenant or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

8. ENVIRONMENTAL SERVICES GUIDELINES

8.1- Environmental Services staff is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, toaster ovens, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;
- c) Cleaning window areas as necessary; and

d) Removing smudges and noticeable marks from common area walls.

8.2- Each Department or Tenant shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Removing fingerprints from desktops and other noticeable areas within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each department.

8.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments and/or Tenants shall not buy or store cleaning products not supplied by Facility Operations.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.