

**LEASE**  
(2900 N. Downing Street, Suite 1B)

**THIS LEASE** is entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“**City**”) and **CREATIVE STRATEGIES FOR CHANGE**, a Colorado non-profit corporation, whose address is 2900 N. Downing Street, Suite 1B, Denver, CO 80205 (“**Tenant**”), effective as of the date set forth on the city’s signature page (“**Effective Date**”).

1. **GRANT, TERM, AND SCOPE OF WORK:** The City grants to the Tenant, its contractors, subcontractors, agents and invitees, for a term commencing on **October 1, 2020** and ending no later than **June 30, 2021**, subject to the conditions and terms in this Lease, a non-exclusive revocable lease to use the office condominium located at 2900 N. Downing Street, Suite 1B, Denver, Colorado as depicted in **Exhibit A**, attached hereto and incorporated by this reference (the “**Premises**”) as office space and community meeting space (the “**Allowable Use**”).

2. **RENT:** Tenant agrees to pay the City rent in the amount of Six Hundred Dollars (\$600.00) for each month that this Lease is in effect up to a maximum of Five Thousand Four Hundred and 00/100 Dollars (\$5,400.00) The rent is payable on the first day of the month of October, 2020, and the first day of each month thereafter through June 1, 2021 unless terminated earlier as provided herein. All payments hereunder shall be made payable to Manager of Finance and delivered to:

City and County of Denver  
Department of –Real Estate  
201 W. Colfax Avenue, Department 1010  
Denver, CO 80202  
Re: Creative Strategies for Change Lease

3. **TERMINATION AND RETAINED RIGHTS OF CITY:** The City and Tenant retain the absolute right to terminate the Lease for any reason upon thirty (30) days written notice to the other party. Notice of termination for the City shall be in writing signed by the Director of Real Estate (the “**Director**”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this Lease.

Tenant acknowledges that the City intends to issue a Request for Proposals to obtain a full-time tenant for the Premises. Tenant agrees to cooperate with this process and shall allow all proposers to have reasonable access to the Premises.

**4. USE OF PREMISES:** As a condition of the Lease, Tenant shall use the Premises as follows:

a. Use. The Premises shall only be used for the Allowable Use.

b. Other Permits. Prior to commencement date of the Lease, Tenant shall obtain all necessary federal, state, and local permits for the use of the Premises. Tenant shall comply with all applicable laws, rules, or regulations of the City. Nothing in this Lease shall relieve Tenant from complying with other regulatory requirements applicable to the Lease and the Allowable Use.

c. Damage or Injury. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Tenant's use of the Premises under the terms of this Lease.

**5. TERMINATION:** In the event this Lease is canceled, terminated or revoked by either party before the expiration of its term, the Tenant shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent required by the Director. The provisions of Section 8 shall apply to any damage to the Premises.

**6. NO COST TO CITY:** The exercise of the privileges granted by this Lease shall be without cost or expense to the City.

**7. MAINTENANCE:** The Tenant shall be responsible for maintaining the Premises during the term of this Lease in the same condition that existed as of the date of this Lease. Tenant shall provide trash removal and shall sanitize all surfaces after each day of use. The City shall provide gas, electric and water service to the Premises. The City shall pay all owner's association fees. Notwithstanding the foregoing, The Lessee shall be responsible for all minor electrical, plumbing, carpentry and other repairs which individually cost less than \$500.00.

**8. DAMAGE TO CITY PROPERTY:** Any property of the City damaged or destroyed by Tenant incident to the use of this Lease shall be promptly repaired or replaced by

Tenant to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Tenant to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

**9. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:** Tenant shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, “Environmental Requirements”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this Lease, the terms “Hazardous Materials” shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

**10. INSURANCE:**

a. Tenant's Insurance. From the commencement of this Lease, and at all times throughout the term, Tenant (or its Sub-Tenant(s)) shall carry and maintain the following insurance policies. Tenant shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof, during any warranty period, and for three (3) years after termination of the Lease. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Such notice shall reference the City contract number listed on the signature page of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-

payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Tenant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Tenant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Tenant. The Tenant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

b. Workers' Compensation/Employer's Liability Insurance. Tenant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims;

c. Property Insurance. Tenant shall provide 100% replacement cost for Tenant's tenant improvements and personal property.

d. Commercial General Liability. Tenant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Tenant's coverage is to be primary and non-contributory with any coverage or self-insurance maintained by the City. The City and County of Denver, its officers, officials and employees shall be included as additional insureds.

e. Personal Automobile Insurance. Tenant shall ensure personal automobile insurance is in force with limits of \$100,000 bodily injury per person; \$300,000 bodily injury per accident; \$50,000 property damage for all vehicles used in performing services under this Lease. Tenant represents, as material representations upon which the City is relying, that Tenant does not own any fleet vehicles and that in performing Services under the Lease, Tenant owners, officers, directors, and employees use their personal vehicles. Tenant shall ensure that any person operating a motor vehicle in performing Services under the Lease shall keep in full force Personal Auto Liability coverage with minimum required limits.

f. Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees for all coverages required;

g. The certificates evidencing the existence of the above policy or policies, all in such form as the City's Risk Management Office may require, are to be provided to the City upon execution of this Lease. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Tenant's breach of this Lease or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

Tenant understands and acknowledges that the City does not provide any insurance coverage for any property of the Tenant, its agents, employees or assignees located in the Leased Premises and Tenant acknowledges and agrees that the Tenant, its agents, employees and assignees have no claim against the City for any damage or loss of personal property and belongings of Tenant, its agents, employees or assignees in the Leased Premises.

**11. DEFENSE AND INDEMNIFICATION:**

a. Tenant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Lease ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Tenant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Tenant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Tenant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Tenant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Lease shall in no way lessen or limit the liability of the Tenant under the terms of this indemnification obligation. The Tenant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Lease.

**12. NOTICES:** All notices required to be given to the City or Tenant shall be in writing and sent by certified mail, return receipt requested, to:

Tenant: Creative Strategies for Change  
2900 N. Downing Street, Unit 1B  
Denver, Colorado 80205

City: Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

Director of Real Estate  
201 W. Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

Denver City Attorney  
201 W. Colfax Avenue, Dept. 1207  
Denver, Colorado 80202

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

**13. COMPLIANCE WITH LAWS:** All persons or entities utilizing the Premises pursuant to this Lease shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

**14. SEVERABILITY:** The promises and covenants contained in this Lease are several in nature. Should any one or more of the provisions of this Lease be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the Lease.

**15. APPLICABLE LAW/VENUE:** Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this Lease as if fully set out by this reference. Venue for any action relating to this Lease shall be in the State District Court in the City and County of Denver, Colorado.

**16. NO DISCRIMINATION:** In connection with the performance of an Allowable Use under this Lease, Tenant agrees not to refuse to hire, discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further agrees to insert this provision in all subcontracts hereunder.

**17. ENTIRE LEASE:** This Lease is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this Lease in writing.

**18. AMENDMENTS:** No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Lease properly executed by the parties. No oral representation by any officer or employee of the City

at variance with the terms and conditions of this Lease or any written amendment to this Lease shall have any force or effect nor bind the City. This Lease and any amendments to it shall be binding upon the Parties and their successors and assigns.

19. **AUTHORITY:** Tenant represents and warrants that the person signing this Lease has the authority to execute and deliver this Lease on behalf of Tenant.

20. **APPROPRIATION:** All obligations of the City under and pursuant to this Lease are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

21. **CONFLICT OF INTEREST BY CITY OFFICERS:** Tenant represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Lease except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

22. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Lease.

23. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Tenant's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Tenant shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this



paragraph shall require Tenant to make disclosures in violation of state or federal privacy laws. Tenant shall at all time comply with D.R.M.C. 20-276.

**24. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Tenant consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit A – Depiction of the Premises**

**Exhibit B – Certificate of Insurance**

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**Contract Control Number:**  
**Contractor Name:**

FINAN-202055251-00  
CREATIVE STRATEGIES FOR CHANGE

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202055251-00  
CREATIVE STRATEGIES FOR CHANGE

By: See next page for signature \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

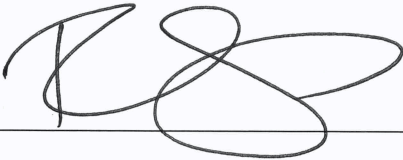
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Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**Contract Control Number:**  
**Contractor Name:**

FINAN-202055251-00  
CREATIVE STRATEGIES FOR CHANGE

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

Name: Rachael K Sharp  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

EXHIBIT A

Depiction of the Premises

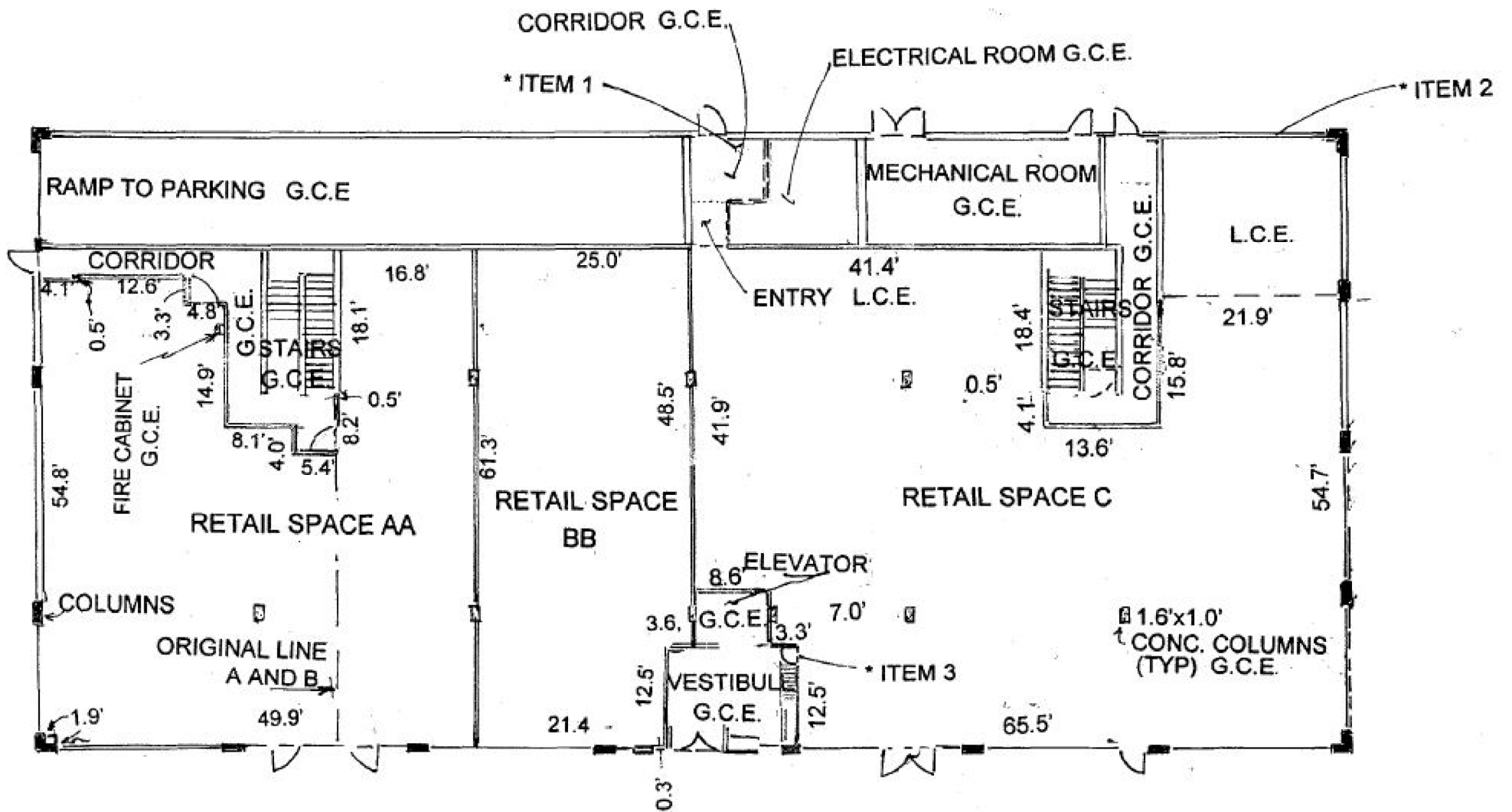


Exhibit B

Insurance Certificate

