

SITE USE LICENSE AGREEMENT
(For Department of Human Services Buildings:
Richard T. Castro, East Office, and Montbello Office only)

THIS SITE USE LICENSE AGREEMENT (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (“City”), acting by and through the **Denver Department of Human Services** (“Agency”), and the **Board of Governors for the Colorado State University System, acting by and through Colorado State University for the College of Health and Human Services**, a governmental entity, whose address is 15200 West Sixth Avenue, Suite C, Golden, CO 80401 (“User”), (together “the parties”).

RECITALS:

1. Colorado State University for the College of Health and Human Services provides cooking demonstrations, nutrition education and services to promote the advancement and support of nutrition education to underserved and low-income families.
2. Colorado State University for the College of Health and Human Services offers an Expanded Food and Nutrition Education Program (EFNEP) cooking and nutrition program to underserved and low-income families in an attempt to reduce poverty and promote self-sufficiency.
3. Agency desires to host EFNEP classes at its facility located at **the Richard T. Castro Building 1200 Federal Boulevard, Denver, CO 80204, East Office 3815 Steele Street, Denver, CO 80205, and Montbello Office 4685 Peoria Street, Denver, CO 80239** to meet the needs of the underserved and low-income people served by the Agency.

The parties enter into this Agreement and the City hereby grants this License to User who accepts the same, all on the terms and conditions and subject to the promises and provisions set forth below.

1. **SITE USE LICENSE:** User will fully coordinate its use of the Premises with the Executive Director of the Department of Human Services (“Executive Director”) or, the Executive Director’s Designee. The City hereby grants to User a revocable license to use one office or conference room to be designated by the Executive Director, **not to exceed One Hundred Fifty (150) square feet of usable space, in the Richard T. Castro Building, East Office, and Montbello Office** (the “Buildings”) including use of common hallways and restroom facilities (collectively referred to as the “Premises”), to operate the EFNEP cooking and nutrition program (the “Program”) only. User, its officers, employees, volunteers, or agents, shall have the following license rights under this Agreement: the right to enter and remain upon the Premises with personnel and equipment for the purpose of administering the Program during the term stated below. User will provide at its own cost and expense and at no cost or expense to the City or to individuals receiving services under the Program, all personnel, supplies, and materials necessary to provide the Program on the Premises. See also **Exhibit A**.

2. TERM: The term of this Agreement shall begin on **January 1, 2016**, and end on **December 31, 2016**.

3. FEE, REIMBURSEMENT, AND IN KIND CONTRIBUTION: During the term of this Agreement, User shall pay the City **Ten Dollars (\$10.00)** for the Term. In addition, User shall reimburse the City for services, time and materials requested, required or necessitated by User's use of the Premises. The availability and amount of reimbursement shall be agreed upon in writing by User in advance of the performance by the City of the work eligible for reimbursement. The City will not be required to provide services, time, or materials without such an agreement. Further, the User shall make certain in kind contributions, including: class supplies, food, marketing flyers, and client materials for each participant (water bottle, grocery shopping list, produce brush, measuring cups and spoons, stretch band and physical activity booklet, food thermometer, cookbook, and graduate certificate). In kind contributions must be verifiable from program records, necessary and reasonable for the proper and efficient accomplishment of program outcomes, allowable under applicable cost principles, and not included under any other program.

4. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SUBLEASE: The parties agree that approval of special counsel as defined in the DPFLT Master Lease shall be a condition precedent to the effectiveness of this sublease pursuant to Section 13.2 of the DPFLT Master Lease.

5. USE OF PREMISES: User shall use and occupy the Premises in a safe and careful manner and, except where expressly waived by the City in writing, shall comply with all applicable City, State and federal laws, rules, and regulations, Executive Orders, and fiscal rules pertaining to the Premises promulgated by the City and all other rules and regulations prescribed by the Agency. User shall not do any act or suffer any act to be done during the term of this Agreement which will in any manner mar, deface, alter or injure any part of the Premises. User shall not interfere with any City operations in or about the Premises and shall not disturb any City fixtures, furniture, equipment, offices or agencies, documents, or files during such occupancy without the prior express approval of the City. User shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by User, User's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner due to the actions or inactions of the User, User shall indemnify, reimburse, and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the term and arising as a result of those actions or inactions by User. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if User causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, User shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. User shall first obtain City's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

6. INSURANCE: The User is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended. The User shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet the User's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

7. LIABILITY: The User will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation will survive the termination of this Agreement.

8. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

9. CLEANLINESS: In the event that food, beverages, or materials are brought onto the Premises or opened or consumed on the Premises, then User shall be responsible for promptly cleaning any crumbs, spills or debris from such food, beverages, or materials and properly disposing of such debris to the satisfaction of the City.

10. REPAIR AND MAINTENANCE: User shall keep and maintain the Premises in as good an order, condition and state of repair as was their order, condition and state of repair on the commencement date of this Agreement. In no event and under no circumstances shall the City ever be required to provide, and it shall never be called upon or be responsible to provide, any upkeep, repair, maintenance, betterments or improvements to any part or portion of the Premises.

11. LIEN PROTECTION: User shall keep the Premises free and clear from any and all liens or claims of whatsoever type or nature, including mechanic's liens and materialman's liens.

12. FIRE OR OTHER CASUALTY: If any part of the Premises is damaged or destroyed by fire or other casualty, then this Agreement shall be terminated without any right in User to receive any compensation or proceeds of insurance resulting from such fire or other casualty.

13. VACATION UPON EXPIRATION OR TERMINATION: User shall vacate the Premises promptly upon the expiration, termination, or cancellation of this Agreement or upon an earlier direction of the Facility Manager.

14. DAMAGE TO PROPERTY: The City assumes no responsibility of any kind for any property placed in the Premises or in the outside areas of the Premises, and the City is hereby released and discharged from any and all claims or liabilities for any loss, injury or damages to User's property that may be sustained by reason of the occupancy of the Premises or the use or occupancy of the Premises under this Agreement, including those claims or liabilities based on negligence or breach of warranty.

15. REMOVAL OF PROPERTY: Any property left in the Premises by the User or its invitees, employees, or agents shall be deemed, after a period of forty eight (48) hours from the last time of use of the Premises provided for under this Agreement, to be abandoned and shall become the property of the City and County of Denver.

16. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, User agrees not to refuse to hire, discharge, promote or demote, or 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, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

17. CONFIDENTIAL INFORMATION; OPEN RECORDS:

(a) Confidential Information: The parties acknowledge and accept that, in the performance of all work under the terms of this Agreement, they will or may have access to the following types of information: 1) Proprietary Data or confidential information that may be owned or controlled by the party ("Proprietary Data"); 2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or 3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information". The parties agree that all Confidential Information provided or otherwise disclosed or acquired during performance under this Agreement shall be held in confidence and used only in the performance of obligations under this Agreement or pursuant to other legal obligations or government duties. The parties shall limit access to any and all Confidential Information to only those employees or government officials who have a need to know such information in order to provide services under this Agreement or perform their other legal obligations or government duties. The parties shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent party would under similar circumstances. The parties acknowledge that Confidential Information may be in hardcopy, printed, digital or electronic format. The City, in the performance of its government duties and legal obligations, reserves the right to restrict at any time HFC's access to electronic and other Confidential Information.

The parties agree to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or other protected information. The parties also further agree, as necessary and to the extent allowed by law, to fully coordinate with one another and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

(b) Use of Confidential Information: Except as allowed by law, or their governmental duties or the terms of this Agreement, the parties agree that they shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing obligations under this Agreement.

(c) Employees and Subcontractors: The requirements of this provision shall be binding on the parties' employees, agents, officers and assigns. The parties warrant that all employees, agents, and officers who are designated to provide services under this Agreement will be advised of this provision. All requirements and obligations under this Agreement shall survive the expiration or earlier termination of this Agreement.

(d) Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2014), and that in the event of a request to the City for disclosure of such information, the City shall advise HFC of such request in order to give HFC the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and HFC agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. HFC further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of HFC's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

18. ASSIGNMENT AND SUBCONTRACTING: User will not assign any of its rights or obligations, or subcontract performance obligations, without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the User shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

19. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

20. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: User, its officers, agents, and employees, shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring User from City facilities or participating in City operations.

21. TOBACCO PRODUCTS: User and its officers, agents, and employees shall cooperate and comply with the provisions of Denver Revised Municipal Code §24-304 prohibiting smoking in City owned and controlled buildings and facilities, and Denver Executive Order No. 13 dated October 19, 1995, prohibiting the sale or advertising of tobacco products in or on premises or in facilities owned or operated or controlled by the City and County of Denver. User agrees it will prohibit smoking by its employees and agents in or on the premises and will not sell or advertise tobacco products. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and non-commercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in City facilities.

22. LEGAL AUTHORITY: User represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of User represents and warrants that he has been fully authorized by User to execute the Agreement on behalf of User and to validly and legally bind User to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either User or the person signing the Agreement to enter into the Agreement.

23. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

24. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

25. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the User's obligations to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

26. ADVERTISING AND PUBLIC DISCLOSURE: The User shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the

User's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The User shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

27. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

By Contractor to: Executive Director, Denver Department of Human Services
City and County of Denver
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to: Supervisor
Contracting Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

28. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

29. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

30. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: User consents to the use of electronic signatures by the City. The Agreement, 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 Agreement 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 Agreement 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 LIST:

Exhibit A, Scope of Work

END

Signature Pages follow this Page

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: SOCSV-201524011-00

Contractor Name: The Board of Governors for the Colorado State University System, acting by and through Colorado State University for the College of ■

By: *Jane M. Burnett*

Name: Jane M. Burnett
(please print)

Title: Nutrition Programs Supervisor
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





SCOPE OF WORK

Colorado State University for the College of Health and Human Services 2015-24011

I. Agencies Involved

Denver Department of Human Services (DDHS):

Denver Department of Human Services provides both assistance services and protection and prevention services to Denver's most vulnerable residents. Assistance programs are provided to eligible Denver residents in financial need and include federal food, cash and medical benefits, child care, child support, energy, and rental and burial assistance. All services are designed to help families and individuals toward financial self-sufficiency.

Colorado State University for the College of Health and Human Services (CSU):

CSU is a land-grant state University with a tripartite mission of education, research and outreach. CSU is a provider of education for students studying health and human sciences in fields including Assistive Technology, Occupational Therapy, Food Science and Human Nutrition, Health and Exercise Science, Social Work, and other sciences, which require the educational facilities of DDHS.

II. Roles and Responsibilities

CSU in partnership with DDHS will offer Expanded Food and Nutrition Education Program (EFNEP) classes at DDHS campuses. EFNEP is an eight (8) week program offered at no cost to Denver families to learn about: healthy eating and cooking for less, planning meals, saving money at the grocery store, keeping food safe, and being active. EFNEP classes are open to any interested clients and CSU will provide the free nutrition education classes on-site at the Richard T. Castro Building, East Office, and Montbello Office. EFNEP classes teach participants new strategies for healthy eating, saving money on groceries, increasing physical activity and handling foods safely to prevent food borne illness. During the weekly 90 minute classes, participants prepare and sample healthy and affordable recipes, practice reading nutrition facts labels to compare products, learn new stretches and exercises and receive incentives for their participation. Frequency and location of classes will be dependent upon client demand, client participation, and agreement between DDHS' Family and Adult Assistance Division Outreach Program Manager (or designee) and CSU.

Denver Department of Human Services will:

1. Provide space in the physical facility at the Richard T. Castro Building 1200 Federal Boulevard, Denver, CO 80204, (the "Premises") in which CSU may interact with clients Monday through Friday. That space shall not exceed 150 square feet of usable space.
2. Provide space in the physical facility at the East Office 3815 Steele Street, Denver, CO 80205, (the "Premises") in which CSU may interact with clients Monday through Friday. That space shall not exceed 150 square feet of usable space.



SCOPE OF WORK
Colorado State University for the College of Health and Human Services
2015-24011

3. Provide space in the physical facility at the Montebello Office 4685 Peoria Street, Denver, CO 80239, (the “Premises”) in which CSU may interact with clients Monday through Friday. That space shall not exceed 150 square feet of usable space.

Colorado State University will:

1. Provide direct service to clients by employing professional nutrition instructors at the Premises.
2. Accept all qualified clients interested in the nutrition education classes.
3. Maintain confidentiality regarding the services provided to clients and the information shared by clients, unless the client authorizes in writing, information sharing.
4. Provide signage for services rendered at each site which are removable without damage to the facilities.
5. Upon request, CSU will submit to the Family and Adult Assistance Division Outreach Program Manager periodic reports detailing the progress of work under this Agreement and any other information reasonably requested by the City in such a format as may be designated by the City.