

LICENSE AGREEMENT

THIS LICENSE 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” or “Licensor”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 (“Licensee”), 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 Licensee, its Licensees, sublicensees, agents and invitees, for a term commencing on **September 1, 2023** and ending no later than **August 31, 2028**, subject to the conditions and terms in this License, a non-exclusive revocable License to use thirty (30) designated covered parking spaces located on lower level of the Castro Parking Garage at 2885 W 11th Ave, Denver CO 80204 (as depicted in **Exhibit A**, attached hereto and incorporated by this reference (the “**Premises**”) for those associated with the Licensee to use as vehicle parking spaces (the “**Allowable Use**”). The depiction of the Premises contained in **Exhibit A** may undergo small modifications upon the written authorization of the Director of the Division of Real Estate to correct minor or technical errors.

2. **FEE**: Licensee agrees to pay the City a fee (the “License Fee”) of **TWENTY-FIVE DOLLARS AND ZERO CENTS (\$25.00)** per parking space, per month, for a total monthly cost of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)**, and a total annual cost of **NINE THOUSAND DOLLARS AND ZERO CENTS (\$9,000.00)** for the Allowable Use. Fees for use of the parking spaces for partial months will be calculated on a prorated basis by taking the monthly rate per space and dividing that amount by the days a space was in use by Licensee. The License Fee is payable on a monthly basis and is due on the first of day of every month, starting from the effective date of this Revocable License.. 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

The premises is accessed using keycards issued by Denver Human Services. Licensee is in possession of keycards that permit parking access to the Premises. however, Licensee will be charged a rate of **TEN DOLLARS AND ZERO CENTS (\$10.00)** per card to replace any keycards.

3. REVOCATION AND RETAINED RIGHTS OF CITY: The City retains the absolute right to revoke the License for any reason. Revocation 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 shall not unreasonably interfere with the exercise of the rights and quiet enjoyment of the Premises granted by this License.

4. USE OF PREMISES: As a condition of the License, Licensee shall use the Premises as follows:

a. Use. The Premises shall only be used for the Allowable Use, as described in Section 1. In the event that the Allowable Use of the Premises is unavailable due to closures during the Term of this License, Licenser agrees to identify alternative parking spaces for Licensee’s Use in another portion of the garage for the duration of such closure.

b. Other Permits. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use. Individuals planning to use the parking spaces licensed to Licensee must request and obtain a security badge that will authorize parking access to the Premises.

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 Licensee’s use of the Premises under the terms of this License.

5. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this License is canceled, terminated or revoked by either party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall clean the Premises and return the same to Licenser in good order and condition, ordinary wear and tear and loss or damage by casualty excepted to the satisfaction of 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 License shall be without cost or expense to the City, other than expenses described in Section Seven.

7. **MAINTENANCE:** The City will maintain the Premises, there are no Licensee maintenance requirements.

8. **DAMAGE TO CITY PROPERTY:** Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director, normal wear and tear and loss or damage by casualty excepted.

9. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:** Licensee 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 License, 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:** At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

a. **Subcontractors and Subconsultants:** Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not

lessen or limit the liability of the Subcontractor. The Subcontractor 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 Agreement.

b. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

c. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain 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.

d. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum 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 (if applicable), and \$2,000,000 policy aggregate.

e. Automobile Liability: Subcontractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: Liability for claims for injuries to persons or property arising from the acts, omissions, or negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the City's limitation on liability for torts, D.R.M.C. § 1.1.7. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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

Licensee: Denver Health and Hospital Authority
777 Bannock Street
Denver, Colorado 80204

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 License 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 License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

15. APPLICABLE LAW/VENUE: Each and every term, condition, or covenant of this License 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 License as if fully set out by this reference. Venue for any action relating to this License 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 License, Licensee agrees not to refuse to hire, nor to 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, protective hairstyle, or physical or mental disability, and further agrees to insert the foregoing provision in all subcontracts hereunder.

17. **ENTIRE LICENSE**: This License 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 License 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 License 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 License or any written amendment to this License shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

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

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

21. **CONFLICT OF INTEREST BY CITY OFFICERS**: Licensee 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 License 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 License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License. No director, officer, agent, or employee of the Licensee shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

23. EXAMINATION OF RECORDS AND AUDITS: 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 the Licensee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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 the Licensee to make disclosures in violation of state or federal privacy laws. The Licensee shall at all times comply with D.R.M.C. 20-276.

24. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Licensee consents to the use of electronic signatures by the City. The License, 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 License 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 License 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 – Depiction of the Premises

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Contract Control Number:
Contractor Name:

FINAN-202369363-00
DENVER HEALTH AND HOSPITAL AUTHORITY

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

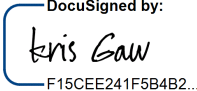
By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202369363-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  _____
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Name: _____
(please print)

Title: Chief Operating Officer _____
(please print)

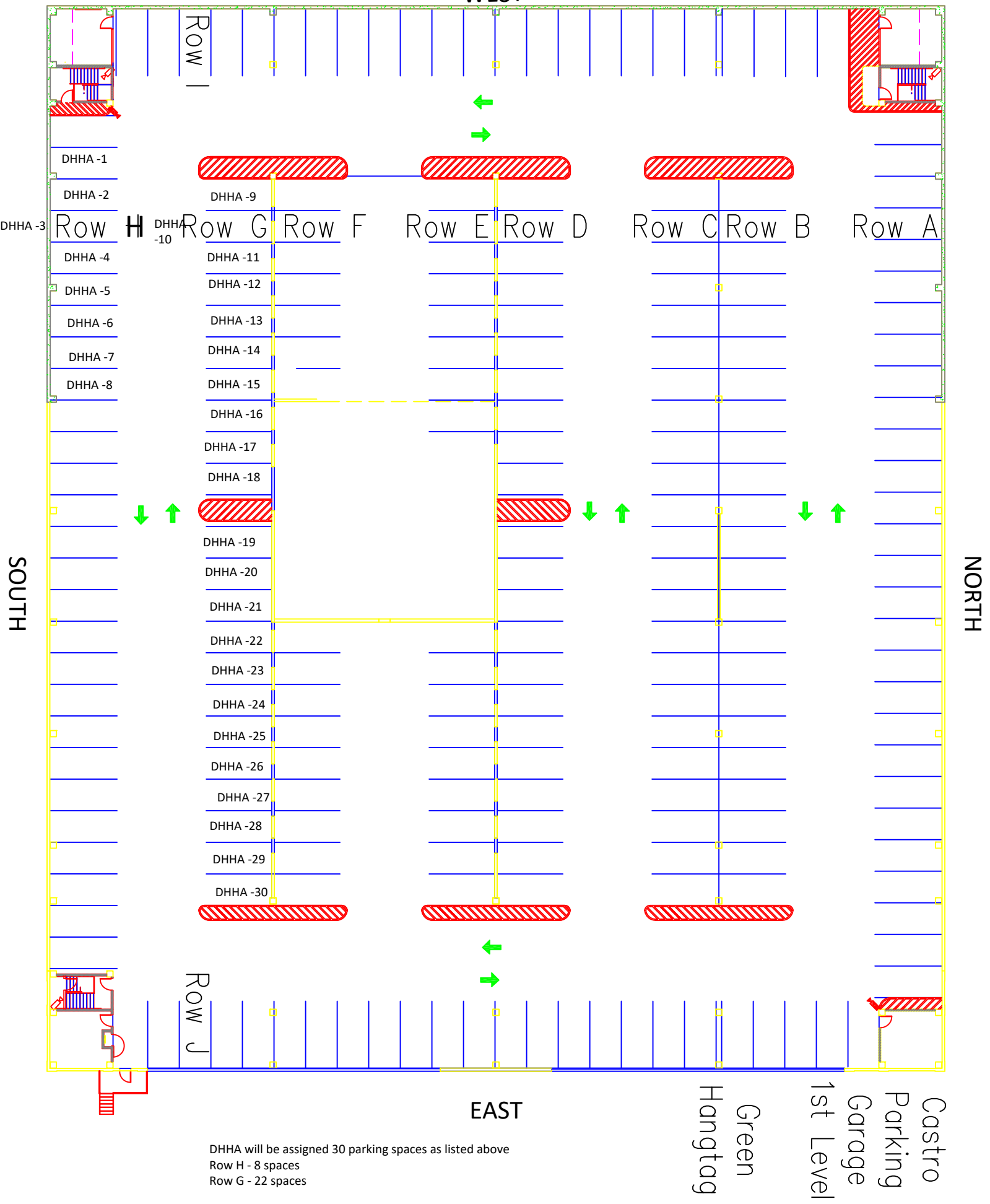
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

WEST



DHHA will be assigned 30 parking spaces as listed above
 Row H - 8 spaces
 Row G - 22 spaces

Castro
 Parking
 Garage
 1st Level
 Green
 Hangtag