

CDLE Contract Routing # CT KAA 2023-2729

CRN # 7659

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD – [GROSS LEASE]
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

LANDLORD	<u>The Town of Frisco</u>
TENANT	<u>Colorado Department of Labor and Employment</u>
LOCATION	<u>602 Galena Street, Frisco CO 80443</u>

**STATE OF COLORADO
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STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]

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LEASE AGREEMENT [Improved Real Property]

The printed portions of this form, except bold additions, have been reviewed
by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between **Town of Frisco, Colorado, a Municipal Government** whose principal place of business is **1 E. Main St., Frisco, CO 80443**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the **Department of Labor and Employment**, whose address is **633 17th Street, Suite 1200, Denver, Colorado 80202**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES, TERM, RENT.

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **602 Galena Street, Frisco, CO**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises includes approximately **Three Thousand and Ninety-One (3,091)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **December 1, 2022** or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **June 30, 2024**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

3,091 sq. ft.	NEGOTIATED ANNUAL RENT/ RSF	REAL ESTATE PROPERTY TAXES RSF*	ADJUSTED ANNUAL RENT/ RSF*	MONTHLY RENT*	TERM RENT*
TERM DATES					
12/01/22 - 06/30/23	\$21.00	(\$0.00)	\$21.00	\$5,409.25	\$37,864.75
07/01/23 - 06/30/24	\$21.63	(\$0.00)	\$21.63	\$5,571.53	\$66,858.33

1) §39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$ /rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.

Landlord's Tax Exemption: Landlord is a tax exempt entity within the State of Colorado. As such, it is not subject to real property taxes and no such taxes are included in the rent to be paid by Tenant under Section 1 of this Lease.

~~2) At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$ __, __. __ pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~

3) The Premises are to be used and occupied as **general office** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

Town of Frisco
Attn: Finance Director, Leslie Edwards
PO Box 4100
Frisco, CO 80443

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises.

2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the **Summit County** submarket. The services shall include but not necessarily be limited to the following:

1) Services to Premises.

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

(b) Provide and pay for electric power as supplied by the local utility company.

(c) Replacement of Building standard lighting.

2) Building Service.

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) ~~Snow removal, sidewalk repair and maintenance, landscape maintenance, and pest control. and trash removal services;~~

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot, maintenance of the external lighting devices for the Building parking lot. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

(c) The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant.

(B) Tenant Provided Services:

(1) **Services to Premises.**

(i) **Tenant shall contract separately and be responsible for payment of janitorial and cleaning services and supplies and trash removal. Landlord shall not be responsible for payment of foregoing services and items.**

(ii) **Tenant shall contract separately and be responsible for payment of snow removal and landscape maintenance. Landlord shall not be responsible for payment of foregoing services and items.**

(iii) **Tenant shall contract separately and be responsible for payment of its own telephone line installation and maintenance, monthly telephone service charges, long distance telephone charges, computer network system and services, copy machine and fax machine. Landlord shall not be responsible for payment or service of foregoing items.**

(iv) **Tenant shall have the right to install and maintain at its own expense one or more signs on the exterior of the building of the leased Premises identifying it and its operations provided that the signs comply with applicable governmental sign codes.**

3. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. **WORK REQUIREMENTS.**

X Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

☐ All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

5. **LANDLORD'S REPRESENTATIONS.**

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

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Landlord:
Town of Frisco, Colorado
Attn: Finance Director
1 E. Main Street
Frisco, CO 80443

Tenant:
 Colorado Department of Labor and Employment
 Attn: Purchasing & Contracts Director
 633 17th Street, Suite 1100
 Denver, CO 80202
 Phone: 303-318-8000; Fax: 303-318-8068

With a copy to:

Office of the State Architect
 Real Estate Programs
 1525 Sherman Street, Suite 112
 Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S. and § 24-30-1501, *et seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) Landlord Insurance. Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant.

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et seq.*, C.R.S.

19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMEN AND NON-DISTURBANCE.

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

20. **COLLOCATION.** If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

21. **INDEPENDENT CONTRACTOR.** 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. **NO VIOLATION OF LAW.**

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.

23. **COLORADO SPECIAL PROVISIONS**

(A) **CONTROLLER'S APPROVAL.** § 24-30-202 (1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) **FUND AVAILABILITY.** § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) **LANDLORD/VENDOR OFFSET.** §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) **EMPLOYEE FINANCIAL INTEREST.** § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

25. GENERAL PROVISIONS

(A) **Binding Effect.** All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) **Captions.** The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) **Construction Against Drafter.** In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) **Counterparts.** This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

(E) **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) **Jurisdiction and Venue.** All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) **Modification.**

1) **By the Parties.** Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) **By Operation of Law.** This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) **Order of Precedence.** The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Exhibit A, Premises,
- 4) ~~Exhibit C, Commission Sharing,~~
- 5) Exhibit B, Notice of Assignment,
- 6) ~~Exhibit D, Tenant Improvements (where applicable),~~
- 7) **Exhibit E, Certification Regarding Department Suspension
Ineligibility & Voluntary Exclusion**
- 8) **Exhibit F, Certification Regarding Lobbying**

(I) **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) **Quiet Enjoyment.** The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) **CORA Disclosure.** To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S.

(Q) **Indemnification.** Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease. The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

26. **ADDITIONAL RENT. NONE**

27. **ADDITIONAL PROVISIONS.**

(A) Cancellation by Tenant. Tenant may, when its interests require, cancel and terminate this Lease on an annual basis and without penalty for Tenant's convenience, effective on any of the

term beginning dates set forth in article 1(B) above. Tenant shall provide Landlord Ninety (90) days in advance written notice in accordance with article 13 of its intent to terminate the Lease hereunder. Exercise of this right by Tenant in no way implies that Tenant has breached the Lease by exercise of this Cancellation by Tenant clause. In the event of such termination, Tenant's obligation to pay monthly rent will cease on the effective date of the termination.

(B) Cancellation by Landlord. The parties acknowledge that Landlord intends to demolish and rebuild the leased premises by late spring of 2024. After construction is complete, Tenant may lease the premises again, as evidenced by an executed Right of First Refusal between Landlord and Tenant. Should Landlord commence demolition of the Premises prior to the expiration of this lease, Landlord shall have the right to cancel and terminate this Lease and shall provide Tenant Ninety (90) days in advance written notice in accordance with article 13 of its intent to terminate the Lease hereunder. Exercise of this right by Landlord in no way implies that Landlord has breached the Lease by exercise of this Cancellation by Landlord clause. In the event of such termination, Tenant's obligation to pay monthly rent will cease on the effective date of the termination. Landlord shall make best efforts to assist Tenant in locating temporary leased premises within or in close proximity to the Town of Frisco during the pendency of reconstruction.

(C) Federal Regulation on Debarment and Suspension. Landlord agrees to comply with all applicable regulations pursuant to Executive Order 1259, including, Debarment and Suspension: Participants Responsibilities, 29 C.F.R. 98.510 (1990), and further agrees to complete the required "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction," attached hereto, made a part hereof, and marked as "Exhibit E". A signed, original completed Certificate shall be provided to Tenant.

(D) Federal Certification on Lobbying Activities. Landlord agrees to comply with all applicable regulations pursuant to Section 319 of Public Law 101-121, Guidance for New Restrictions on Lobbying, including Certification and Disclosure, 29 C.F.R. 93.110 (1990), and further agrees to complete the required "Certification Regarding Lobbying," attached hereto, made a part hereof, and marked as "Exhibit F". A signed, original completed Certificate shall be provided to Tenant.

(E) Pursuant to Colorado Governor's Executive Order D-2015-013 (<http://greengov.state.co.us/eo>), the State is committed to taking a leadership position in the areas of energy and water efficiency, petroleum reduction, greenhouse gas emissions reduction, and environmental preferable purchasing, that affect the health and wellbeing of Colorado citizens. During the term of this Agreement, the State encourages the Contractor (or Landlord) and its subcontractors to consider environmental factors in all business and purchasing decisions and to consider giving preference to products and services that have a lesser or reduced effect on human health and the environment.

(F) Restoration of Premises. Upon the termination or expiration of this lease, Tenant is not required to restore the Premises to original condition, unless Tenant removes a tenant improvement or fixture. All tenant improvements left by Tenant upon the termination or expiration of this lease shall become the property of Landlord. Any construction shall be done in accordance with uniform Federal accessibility standards.

(G) Erroneous or Incorrect Payments. Incorrect payments to Landlord due to omission, error, fraud, defalcation, or for any other reason, shall be recovered from Landlord by any of the following methods: Landlord reimbursing Tenant; Tenant making a deduction from subsequent payments under this lease; Tenant making a deduction from other contracts between Landlord and Tenant; or, as Landlord's debt owed to Tenant, the payment of which shall be immediately due and payable upon Tenant's written demand to Landlord.

CDLE Contract Routing # CT KAA 2023-2729

CRN # 7659

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

LANDLORD


The Town of Frisco


TENANT

STATE OF COLORADO

Jared S. Polis, Governor

The Department of Labor and Employment

DocuSigned by:

 By: CBE0CC4AC14442E...
 Hunter Mortensen, Mayor
 12/1/2022
 Date: _____

DocuSigned by:

 By: 784DCA2421FF415...
 Darcy R. Kennedy, Deputy Executive Director/CFO
 12/1/2022
 Date: _____


REAL ESTATE PROGRAMS

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

Office of State Architect, For the Executive Director

DocuSigned by:

 By: BEE997233D3E4EA...

Date: 12/1/2022

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

For the Executive Director

By: N/A
 State Risk Manager

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW

Philip J. Weiser, Colorado Attorney General

ATTORNEY GENERAL (or authorized Delegate)

By: N/A

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OF COLORADO

Jared S. Polis, Governor

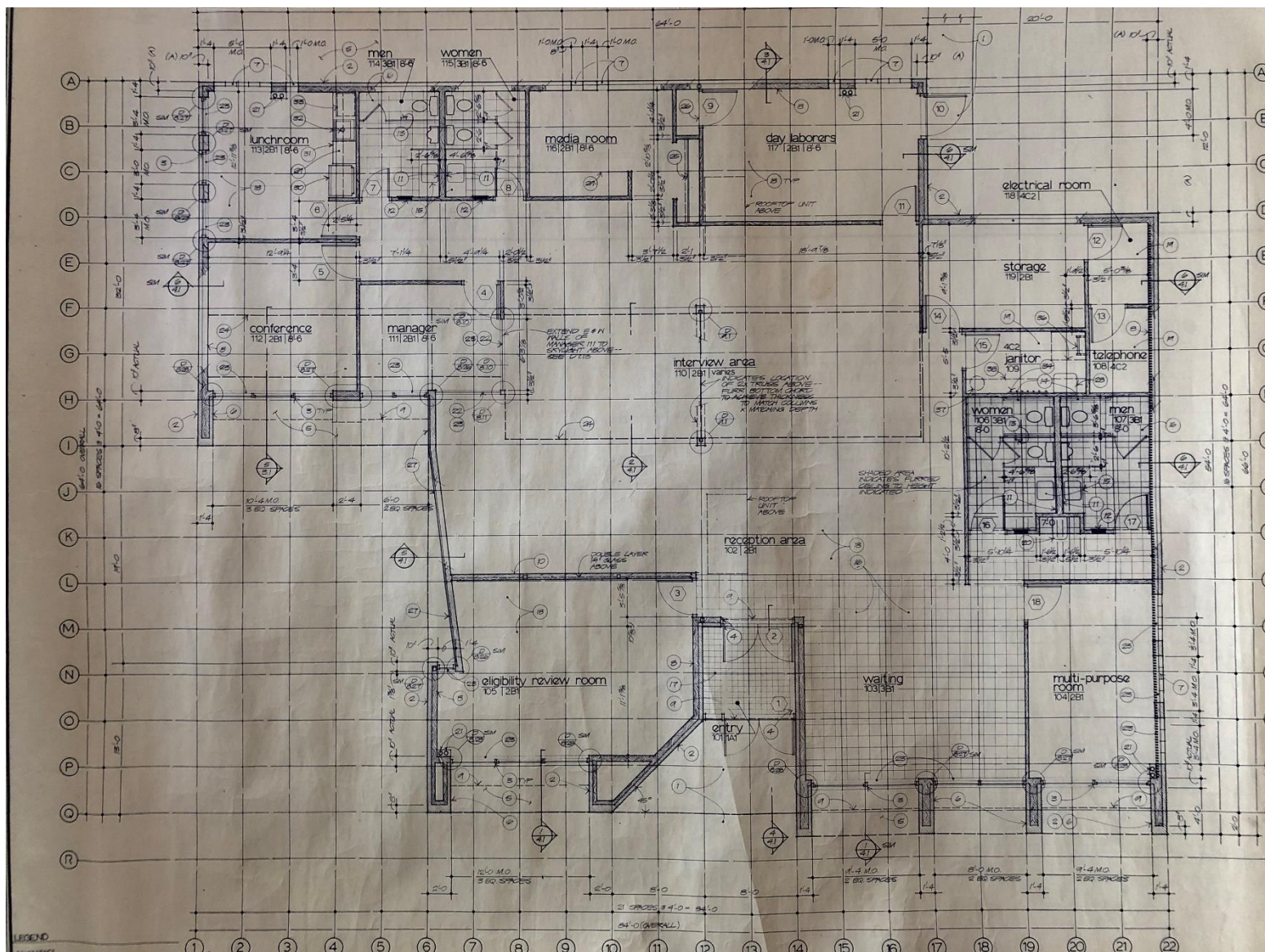
STATE CONTROLLER'S OFFICE

State Controller (or authorized Delegate)

DocuSigned by:

 By: BDB2A3AE4404F4...
 Paulina Delora, Deputy Controller Delegate

12/1/2022
 Date: _____

EXHIBIT A
PREMISES

CDLE Contract Routing # CT KAA 2023-2729

CRN # 7659

EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: _____

_____, Tenant[Tenant]
[Tenant's Address for Notice
(See Art. 13 of Lease)]Re: Lease for: _____, dated _____
_____, Landlord[Lease Address
(See Art. 1 of Lease)
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on _____
[date], the Lease was assigned to:_____

_____ [Name/Address of New Landlord], the "New Landlord."
The New Landlord's W-9 is attached.Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: ___
Assignment and Assumption of Lease; ___ Deed _____ [Type of Deed]; ___ Other [Specify] _____
_____; dated, which document is attached and made part hereof.

Tenant's rental obligations after _____ (date) should be paid to the New Landlord at:

_____The signatory below affirms the information provided in this Notice is true and acknowledges the New
Landlord has assumed the obligations of Landlord under the Lease.By: _____
LANDLORDBy: _____
NEW LANDLORD

Enclosures

EXHIBIT E

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LANDLORD:

The Town of Frisco

PROGRAM/TITLE:

State of Colorado, Department of Labor and
Employment, Lease Agreement

By: _____

By: _____

Date: _____

Date: _____

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all *subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all *subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LANDLORD:

The Town of Frisco

PROGRAM/TITLE

State of Colorado, Department of Labor and
Employment, Lease Agreement

By: _____

By: _____

Date: _____

Date: _____

Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).