

**REAL PROPERTY SUBLEASE NO. 8-09807 BETWEEN
CHEYENNE LARAMIE COUNTY HEALTH DEPARTMENT, DBA CHEYENNE LARAMIE
COUNTY PUBLIC HEALTH
AND
STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION,
GENERAL SERVICES DIVISION**

1. **Parties.** This Sublease is entered into by and between Cheyenne Laramie County Health Department, dba Cheyenne Laramie County Public Health (Sublessor), whose address is: 100 Central Avenue, Cheyenne, Wyoming 82007 and the State of Wyoming, Department of Administration & Information, General Services Division, (Sublessee) whose address is: 2323 Carey Avenue, Cheyenne, Wyoming 82002.

2. **Purpose of Sublease.**

A. Sublessor desires to Sublease a designated portion of the property to Sublessee for government business purposes. For consideration, Sublessor hereby Subleases to Sublessee a designated portion of its property located in the County of Laramie State of Wyoming, and more particularly described as follows:

One thousand, nine hundred fifty (1,950) square feet of office space located at 100 Central Avenue, Cheyenne, Wyoming 82007 (the "Premises").

B. Sublessee is the leasing agent for the State of Wyoming, and desires to Sublease the Premises for occupancy by the Department of Health, WIC.

C. The parties desire to enter into this Sublease defining their rights, duties, and liabilities relating to the Sublease of the Premises. The Effective Date of this Sublease shall be the date of the last signature

D. Sublessor covenants and warrants that no encumbrances exist on the Premises which could affect Sublessee's use of the Premises.

3. **Term of Sublease.**

A. Sublessor Subleases the above Premises for a term of two (2) years, commencing July 1, 2024 or on the Effective Date, whichever is later (Commencement Date) and terminating June 30, 2026 or sooner as provided herein (Termination Date). This Sublease is not valid and shall not become effective until it is signed by an authorized representative of the Sublessor and an authorized representative of the Sublessee, has been approved and signed by an authorized representative of the Department of Administration and Information, approved as to form by the Office of the Wyoming Attorney General, approved by the Governor or his designee if required by Wyo. Stat. § 9-2-3204(b)(iv)(D), and approved by the Administrator if required by Wyo. Stat. § 9-2-3204(b)(xix)(A). This Sublease may be

extended under the same terms and conditions by mutual written agreement of the parties to this Sublease.

- B. If Sublessee, upon mutual agreement with the Sublessor, occupies the Premises prior to the Commencement Date, rent will commence at the time of such early occupancy and shall be prorated based on the number of days in the month of early occupancy, subject to the availability of government funds. The Termination Date shall remain the same.
- C. If, for any reason, Sublessor cannot deliver possession of the Premises to the Sublessee by the Commencement Date, Sublessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Sublessee under the terms of this Sublease until Sublessor delivers possession of the Premises to the Sublessee. In the event of such delayed possession, the term of the Sublease shall commence on the date the Sublessee takes possession of the Premises and rent shall be reduced on a per diem basis.

4. Rent Payment.

The rent to be paid by Sublessee to Sublessor shall be as follows:

Payments will be issued within twenty (20) days of the period start date shown in the Payment Schedule below. No payment shall be made under this Sublease for any tenancy occurring prior to the date upon which the last required signature is affixed to this Sublease.

Table 1: Payment Schedule

Payment Installment	Period	Amount (written)	Amount
1	July 1, 2024 to June 30, 2025	Thirty-four thousand, eight hundred four dollars and 50/100	\$34,804.50
2	July 1, 2025 to June 30, 2026	Thirty-four thousand, eight hundred four dollars and 50/100	\$34,804.50
N/A	TOTAL NOT TO EXCEED	Sixty-nine thousand, six hundred nine dollars and 00/100	\$69,609.00

5. Responsibilities of Sublessor.

- A. **Parking.** Sublessor shall provide parking spaces for use by the Sublessee, and the occupant agency's employees and customers, on a first come first served basis.
- B. **Quiet Enjoyment.** Sublessor warrants that Sublessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Sublessor if Sublessee pays the rent, and otherwise performs the terms and conditions imposed on Sublessee.
- C. **Taxes.** Sublessor shall pay all real property taxes, assessments, or other governmental charges that may become due in connection with this Sublease or that may be imposed upon the Premises in connection with the operation and maintenance of the Premises.

- D. Customary Maintenance.** Sublessor, at its expense, shall provide the following customary maintenance services and supplies that are required to keep the building, interior offices, breakrooms, furniture, and fixtures in a neat, clean, and sanitary condition.
- (i) Nightly janitorial services on each business day shall include, but are not limited to, emptying all trash cans and replacing liners as needed; removing trash from building to proper bins; vacuuming high traffic areas; cleaning entrance door mats; cleaning bathrooms; cleaning and servicing all drinking fountains, breakroom, and bathroom sink areas; and filling and servicing soap, paper towel, and toilet paper dispensers.
 - (ii) Weekly janitorial services shall include, but are not limited to, cleaning all door and partition glass; spot cleaning carpets where needed; damp mopping hard surface floor areas; dusting all horizontal surfaces with the exception of desktops; disinfecting doorknobs, switch plates, and latch fixtures with germicidal cleaner; and vacuuming all carpets thoroughly.
 - (iii) Sublessor shall provide all cleaning supplies and equipment, including but not limited to soap, waxes, disinfectants, trash can liners, mops, and vacuums. Sublessor shall provide all expendable restroom supplies, including but not limited to toilet paper, paper towels, and hand soap.
 - (iv) Sublessor shall provide any needed lawn or landscaping care, interior pest control, and exterior pest control in a timely manner.
 - (v) Prior to the start of each business day, Sublessor shall be responsible for snow and ice removal from building entrances, exits, sidewalks, driveways, and parking areas. If conditions warrant, Sublessor is responsible for additional snow and ice removal during the business day based on weather conditions and the accumulation of snow, sleet, and ice. Sublessor shall correct all unsafe conditions relating to freezing and thawing in a timely manner.
- E. Utilities.** All applications and connections for necessary utility services on the Premises, with the exception of telephone and data lines, shall be made in the name of Sublessor only, and Sublessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and garbage removal.
- F. Compliance with Law.** Sublessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements, and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same. The Premises shall meet

all current applicable code requirements, including but not limited to fire and life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

6. Responsibilities of Sublessee.

- A. Access to Premises.** Sublessee shall permit Sublessor or its agents to enter the portion of the Premises occupied by Sublessee at all reasonable hours to inspect the Premises or make repairs, provided Sublessee's use of the Premises shall not be unreasonably impaired.
- B. Non-assignment.** Neither Sublessee nor its successors or assigns shall, without Sublessor's consent, assign, mortgage, pledge, or encumber this Sublease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, except as otherwise set forth herein.
- C. Surrender of Possession.** Upon termination of the Sublease, Sublessee shall peaceably and quietly surrender and deliver the Premises to Sublessor, including all buildings, additions, and improvements constructed or placed thereon by Sublessee in the same condition as they were received at the Commencement Date, with the exception of reasonable wear and tear arising from Sublessee's use of the property for government business. Sublessee shall maintain ownership of and may remove all moveable trade fixtures and cubicles supplied by Sublessee. The Premises shall be free of sublessees on the Termination Date.

7. Special Provisions.

A. Alterations, Additions and Improvements.

- (i)** Sublessee may, with the Sublessor's prior written approval and at Sublessee's own expense, at any time during the Sublease term, make nonstructural alterations, additions, or improvements in and to the Premises. Tenant Improvements are those improvements made by the Sublessee to benefit Sublessee's use of the Premises and may include adding cubicles, and modifying doorways to install security devices or locks. No structural or substantial portion of the Premises shall be demolished or removed by Sublessee without the prior written consent of Sublessor. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the Premises.
- (ii)** Tenant Improvements shall only occur for purposes of Sublessee's use of the Premises and not for general upgrade of the Premises or other aspects of the building or site upon and within which the Subleased Premises are located. Tenant Improvements are not intended to bring common areas, stairs, elevators, restrooms, ceilings, lighting, electrical, mechanical or plumbing up to code, and all such improvements to the property to comply with applicable building codes, the ADA, or to otherwise make the building and property useable for the purposes of this Sublease, are the responsibility of Sublessor and shall be completed in advance of the commencement of this Sublease.

- (iii) No alterations, additions, or improvements requested by the agency occupying the Premises shall be undertaken without the express written consent of Sublessor and Sublessee. Sublessee shall make the occupant agency aware of this provision and require the occupant agency to communicate any requests to Sublessee. Sublessor shall notify Sublessee of any direct communications it receives from the occupant agency.
- (iv) All alterations, additions, and improvements on or in the Premises at the Commencement Date or erected or installed during the term, shall become part of the Premises and the sole property of Sublessor, except that all moveable trade fixtures and cubicles installed by Sublessee shall remain the property of Sublessee.

B. Condition of Premises.

- (i) **Sublessee:** Sublessee has examined and knows the condition of the Premises to be Subleased.
- (ii) **Sublessor:** Sublessor agrees to provide the Subleased Premises in good order and repair. Sublessor shall disclose all known contamination, hazardous conditions, or structural defects that may cause a safety issue. In the event Sublessor fails to disclose any known contamination, hazardous conditions, or structural defects, Sublessor shall have thirty (30) days to cure the defect(s) or agree on a written plan to cure said defects with Sublessee. If defects are not addressed, Sublessee may immediately terminate this Sublease or withhold rent.

C. Destruction of Premises.

- (i) **Partial or Substantial Destruction.** In the event of partial destruction of the Premises, Sublessee shall be entitled to a proportionate reduction of rent while repairs are being made by Sublessor. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by Sublessee. If the Premises are damaged by fire or other casualty which, in the opinion of Sublessee, makes the Premises substantially unusable, the obligation to make payment under this Sublease shall cease until the Premises are substantially usable by Sublessee. Sublessor is responsible for performance of all needed repairs unless otherwise agreed to in writing by Sublessee.
 - a) **Repair.** Sublessee and Sublessor shall, as soon as reasonably practicable, prepare and sign a written itemized list of damages and required repairs, known as the "Substantial/Partial Destruction and Repair List." The list shall contain the following:

- (1) Damage to be repaired by either Sublessor or Sublessee;

(2) Damage that will not be repaired; and

(3) The dates by which either Sublessor or Sublessee shall complete repairs.

b) **Failure to Repair.** If the repairs, as specified in the Substantial/Partial Destruction and Repair List, are not completed within the time therein specified, or as otherwise mutually agreed upon by Sublessee and Sublessor, this Sublease may be terminated or rent withheld by Sublessee.

(ii) **Total Destruction.** In the event of destruction of the Premises to such an extent that Sublessee, in the opinion of Sublessee, can no longer use the Premises, Sublessee or Sublessor shall be entitled to immediately terminate this Sublease, and Sublessee shall be entitled to withhold rent. In the event of termination, all pre-paid rents shall be promptly returned to Sublessee.

D. Insurance.

(i) **Sublessor:** During the term of this Sublease and for any further time that Sublessor shall hold the Premises, Sublessor shall obtain and maintain, at its expense, insurance on all buildings, improvements, and equipment on the Premises, including all alterations, additions, and improvements, with all standard extended coverage that may be required by any first mortgagee, including insurance against loss or damage by fire. In addition, Sublessor shall provide Commercial General Liability Insurance in the minimum amounts listed below.

(a) **Commercial General Liability Insurance.** Sublessor shall provide coverage, during the entire term of the Sublease, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(ii) **Sublessee:** During the term of this Sublease and for any further time that the Sublessee shall hold the Premises, Sublessee shall provide coverage through its commercial insurance program for personal property kept at the Premises. The Sublessee shall be self-insured for liability through the State Self Insurance Program (SSIP), subject to the procedural and substantive limitations of the Wyoming Governmental Claims Act and all other applicable law.

E. Maintenance and Repair.

(i) Sublessor, at its expense, shall be responsible at all times for maintaining and keeping in good repair, and replacing if necessary, all structural components of the property, building, and grounds thereof, including the roof, exterior walls, and floors of the Premises. Sublessor shall be responsible for any costs associated with

keeping in good repair all of the major building operating systems on the Premises, including, but not limited to, electrical systems, heating, ventilation, air conditioning systems, sanitary sewer service lines, plumbing systems and lines, hot and cold water lines within the building, and restroom fixtures, but excluding all walls, light bulbs, and interior doors. Additionally, Sublessor shall be responsible for any costs associated with keeping in good repair the exterior of the Building, including, but not limited to, the parking area. Except as otherwise provided in this Sublease, Sublessor shall not be responsible for any damage caused by Sublessee, the occupant agency, or its employees, agents, servants, invitees, contractors or subcontractors.

- (ii) Sublessee shall not be responsible for maintenance or repair of the Premises, but shall in good faith endeavor to utilize the Premises in a responsible, prudent manner which does not give rise to abnormal or unusual repair costs for Sublessor.

F. Easements, Contracts, or Encumbrances. The parties shall be bound by all existing easements, contracts, and encumbrances of record relating to the Premises.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Sublease which are mutually agreed upon by the parties to this Sublease shall be incorporated by written instrument, executed and signed by all parties to this Sublease.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Sublease shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Sublease as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Sublease and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Sublease Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Sublease without the prior written consent of the other party. The Sublessor shall not use this Sublease for collateral for any financial obligation without the prior written permission of the Sublessee.
- D. Availability of Funds.** Each payment obligation of the Sublessee is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of this Sublease, this Sublease may be terminated by the Sublessee at the end of the period for which the funds are available. Sublessee shall notify the Sublessor at the earliest possible time that the Sublease will or may be affected by a shortage of funds. No penalty shall accrue to

Sublessee in the event this provision is exercised, and Sublessee shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

- E. **Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- F. **Entirety of Sublease.** This Sublease, consisting of twelve (12) pages, constitutes the entire Sublease agreement between the parties and supersede all prior negotiations, representations or contracts, whether written or oral.
- G. **Force Majeure.** Neither party shall be liable for failure to perform under this Sublease if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. **Indemnification.** Each party to this Sublease shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. **Independent Contractor.** The Sublessor shall function as an independent contractor for the purposes of this Sublease and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Sublease, the Sublessor shall be free from control or direction over the details of the performance of any services under this Sublease. The Sublessor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sublessor in fulfilling the terms of this Sublease and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Sublease. Nothing in this Sublease shall be interpreted as authorizing the Sublessor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Sublessee or to incur any obligation of any kind on behalf of the State of Wyoming or the Sublessee. The Sublessor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Sublessor or the Sublessor's agents or employees as a result of this Sublease.
- J. **Nondiscrimination.** The Sublessor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Sublease.

K. Notice. All notices regarding termination or breach of contract shall be in writing. Communication regarding routine janitorial, maintenance, or repairs may be by telephone or email. With the exception of emergency communication regarding the safety or security of the building occupants, all such communication and notices shall be between the Sublessor and Sublessee. Each notice for breach or termination shall be sent by registered or certified mail, postage prepaid and return receipt requested. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

i) Sublessor's contact information is:

Cheyenne Laramie County Health Department
Dalene Frantz, Director of Operations & Human Resources
100 Central Avenue
Cheyenne, WY 82007
307-633-4061
Email: Dalene.Frantz@laramiecountwy.gov

ii) Sublessee's contact information is:

Department of Administration & Information
General Services Leasing Division
Idelman Mansion
2323 Carey Avenue
Cheyenne, Wyoming 82002
307-777-2992
Email: ai-leasing@wyo.gov

iii) In the event that any of the above information changes, the party whose information has changed shall immediately notify the other party in writing.

L. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Sublessee expressly reserve sovereign immunity by entering into this Sublease and the Sublessor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Sublease shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- M. Successors and Assigns.** This Sublease and the terms and conditions herein apply to and are binding on the purchasers, heirs, legal representatives, successors, assigns, agents and employees of both parties.
- N. Termination.** Sublessee may terminate this Sublease immediately for cause if Sublessor breaches any provision of this Sublease. Sublessee shall provide written notice of the breach to Sublessor and Sublessor shall have five (5) calendar days, or a mutually agreeable longer period, to cure the breach. In addition to any termination for cause provided herein, Sublessee may terminate this Sublease without cause upon ninety (90) days written notice. In the event that Sublessee should exercise its right to terminate this Sublease by provision of written notice as above provided, all prepaid rents shall be promptly refunded to Sublessee. Occupation of the Premises by Sublessee for any part of a calendar month shall be deemed occupation for the entire month for the purpose of computing the refund.
- O. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Sublease shall not be construed so as to create such status. The rights, duties and obligations contained in this Sublease shall operate only between the parties to this Sublease, and shall inure solely to the benefit of the parties to this Sublease. The provisions of this Sublease are intended only to assist the parties in determining and performing their obligations under this Sublease.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Sublease.
- Q. Unlawful or Ultrahazardous Activity.** Neither party shall use or occupy the Premises or any part thereof for any unlawful or ultrahazardous purpose. A violation of this section by either party shall constitute sufficient grounds for immediate termination of this Sublease by the non-violating party. Sublessee agrees to use the Premises in full compliance with all federal, state, and local laws, ordinances, rules, and regulations.
- R. Waiver.** The failure by Sublessor or Sublessee to insist upon the strict performance of any term or condition of this Sublease, or to exercise any right, power or remedy consequent upon a breach, shall not constitute a waiver of any prior or subsequent breach of such term or condition. A waiver of any breach shall not affect or alter this Sublease, and each and every term and condition of this Sublease shall continue in full force and effect regardless of any breach.
- S. Wyoming State Government Nonsmoking Policy.** Smoking is defined as a lighted cigar, cigarette, pipe or other lighted tobacco product or use of a vaporizer or e-cigarette. Smoking is prohibited in the building and within fifteen (15) feet of building entrances, open windows and air intake ducts. This policy shall apply to all building space Subleased by the state for the conduct of state business. Sublessee shall use its best efforts to ensure the smoking policy is enforced on the Premises both inside and outside the building.

9. **Signatures.** The parties to this Sublease, through their duly authorized representative, have executed this Sublease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Sublease.

The Effective Date of this Sublease is the date of the signature last affixed to these pages.

SUBLESSEE:

State of Wyoming, Department of Administration & Information, General Services Division

Andrew J. Kuhlmann, Administrator, General Services Division

Date

Patricia L. Bach, Director

Date

SUBLESSOR:

Cheyenne Laramie County Board of Health



Lori Chesnut, Dr. Ph., MPH, President

6/20/24

Date

PROPERTY OWNER:

Laramie County

Brian Lovett, Chairman, Laramie County Commissioners

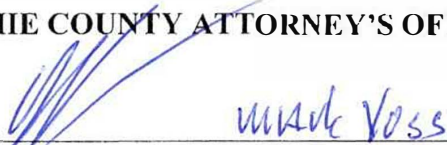
Date

Attest:

Debra Lee, Laramie County Clerk

Date

LARAMIE COUNTY ATTORNEY'S OFFICE: APPROVAL AS TO FORM



Laramie County Attorney, Printed Name

6/25/24

Date

Laramie County Attorney, Signature

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #239818

Tyler M. Renner, Senior Assistant Attorney General

05-28-2024

Date