

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY LICENSE AGREEMENT (the “Agreement”) is made between the **WESTERN STOCK SHOW ASSOCIATION**, hereinafter referred to as “WSSA”, and **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado (the “City” or “City” or “Government”).

WHEREAS, the WSSA is the operator of that certain real property (the “Land”) and Hall of Education (the “Building”) located at 4655 Humboldt Street, Denver, CO (collectively, the “Property”); and

WHEREAS, the City and WSSA entered into a License Agreement dated April 16, 2020, amended by the Amendatory Agreement dated May 28, 2020, and the Second Amendatory Agreement dated June 17, 2020, to license the Property to the City from WSSA on an expedited, emergency basis for the duration necessary to address the public health needs due to the COVID-19 pandemic on and subject to the terms thereof; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term and increase funding, including funding to pay for repairs pursuant to the Agreement.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Paragraph 3 of the Agreement entitled **CITY USE DATES** is amended to read as follows:

“**3. CITY USE DATES:** City’s use of the Premises shall begin at 8:00 am on Saturday, April 4, 2020 for the purpose of the Event and shall terminate at 5:00 pm on August 15, 2020 (the “Term”). The Term may be extended by mutual agreement. The City’s Executive Director of its Department of Housing Stability can agree to extend the Term for the City. Move-in period shall begin at 8:00 am on Saturday, April 4, 2020. Move-out, cleaning and disinfecting must be completed within one week of the conclusion of the Term. ”

2. Paragraph 4 of the Agreement entitled **FEE TERMS, EXPENSES AND CHARGES** is amended to read as follows:

“**4. FEE TERMS, EXPENSES AND CHARGES:** City shall pay to WSSA the base license fee of \$2500.00 per week for the part of the Term through May 31, 2020 (the “Base License Fee”), plus the time spent after the Term for move-out, cleaning and disinfecting. City shall pay to WSSA the license fee of \$15,000.00 per week for the part of the Term from June 1, 2020 through July 15, 2020 (the “Modified Base License Fee”). City shall pay to WSSA the license fee of \$37,500 per week for the part of the term from July 16, 2020 through August 15, 2020 (the “August Base License Fee”). The Base

License Fee or Modified Base License Fee or August Base License Fee shall be prorated for partial weeks. City also shall pay WSSA for expenses, fees and charges which may arise out of City's use of the Premises consistent with Section 42 of the Agreement as modified by the Amendatory Agreement and the budget in Exhibit A2, attached hereto and incorporated herein. The Parties may modify amounts in Exhibit A2 within and between the categories. Exhibit A2 includes a breakdown of the Cost of Repairs, defined below. However, notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **ONE MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$1,685,000.00)** (the "Maximum Contract Amount")."

Pursuant to Section 26 of the Agreement, the City must pay to the WSSA the cost of repairs to the damage of the Premises caused by the City's use of the Premises pursuant to the Agreement. WSSA and the City have agreed that the cost of such repairs to the damage at the Premises caused by the City's use shall not exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) (the "Cost of Repairs"). Actual costs for repairs will be paid based on invoices pursuant to this section. The City shall pay to WSSA half of the anticipated Cost of Repairs minus contingency, Two Hundred Seventeen Thousand Seven Hundred Fifty Dollars (\$217,750.00) upon invoicing by the WSSA in August 2020. The City shall pay the balance of the actual Cost of Repairs incurred by WSSA upon completion of the repairs and invoicing by WSSA. Use by WSSA of contingency budget must be approved by the Executive Director of Housing Stability or designee prior to contracting for work to be paid from such contingency budget. This Third Amendatory Agreement shall be in effect until October 31, 2020 for the City to receive invoices and pay the Cost of Repairs.

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: FINAN-202055360-03 FINAN-202054926-02
FINAN-202054586-01 (Alfresco FINAN-202054355-00)
Contractor Name: THE WESTERN STOCK SHOW ASSOCIATION

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:

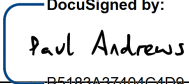
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: FINAN-202055360-03 FINAN-202054926-02
FINAN-202054586-01 (Alfresco FINAN-202054355-00)
Contractor Name: THE WESTERN STOCK SHOW ASSOCIATION

By:  _____
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Paul Andrews
Name: _____
(please print)
CEO
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A2 - NWC License Agreement, April through Mid-August 2020

April and May Costs

Description	Price Per Week	Weeks	Total
License Agreement Rental Fee	\$ 2,500	8	\$ 20,000
Utilities	\$ 25,000	8	\$ 200,000
Labor	\$ 20,000	8	\$ 160,000
Equipment	\$ 5,000	8	\$ 40,000
Contingency			\$ 30,000
Total			\$ 450,000

June and July Costs (through 7/15)

Description	Price Per Week	Weeks	Total
License Agreement Rental Fee	\$ 15,000	6	\$ 90,000
Utilities	\$ 25,000	6	\$ 150,000
Labor	\$ 20,000	6	\$ 120,000
Equipment	\$ 5,000	6	\$ 30,000
Contingency			\$ 10,000
Total			\$ 400,000

July to August Costs (through 8/15)

Description	Price Per Week	Weeks	Total
License Agreement Rental Fee	\$ 37,500	4	\$ 150,000
Utilities	\$ 25,000	4	\$ 100,000
Labor	\$ 20,000	4	\$ 80,000
Equipment	\$ 5,000	4	\$ 20,000
Contingency			\$ 10,000
Total			\$ 360,000

Cost of Repairs (through 10/31)

Description	Total
Repairs*	\$ 435,000
Contingency	\$ 40,000

Total	\$ 1,685,000
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Notes:

- Vendor will monitor expenditures according to proposed budget with use of contingency budget to be approved by the Executive Director of Housing Stability or designee prior to utilization.
- Budget modifications across anticipated funding categories may be approved by Executive Director of Housing Stability or designee as long as the total expenditures does not exceed maximum contract amount.
- Budget includes projected expenses, invoices will be reimbursed based on actual amounts with appropriate documentation.

*Specific Repairs and the Cost of Repairs to Satisfy Section 42 of the Agreement Include:

1) National Western Stock Show Front Door Repairs (Projected at \$70,000)

- Door hardware replacement at front doors, including 24 surface vertical rod exit devices, 4 pulls and 24 sets of weather seal
- Painting of east and south door entries, including doors and frames

2) National Western Stock Show Restroom Repairs (Projected at \$280,000)

- Repair six restrooms on 2nd floor of the Hall of Education, including demo and replacement of partitions; demo and replacement of tile and drywall, removal and reinstallation of sinks and urinals in rear restrooms; demo and replacement of VCT, removal and reinstallation of sinks and painting at floor in front restrooms; replacement of grab bars, 2x2 mirrors; and painting walls and ceilings (excluding ceiling in rear restroom) throughout

3) National Western Stock Show Painting and Other Minor Repairs (Projected at \$85,000)

- Expo Area repainting of walls and columns, remove posters and signage for painting, repair damaged gutters, remove graffiti
- Hall of Education repainting of walls and columns, remove posters and signage for painting
- Connecting Lane Area repainting of walls and columns, remove posters and signage for painting