



December 6, 2021

CT,BAAA,2022-3015

CMS# 172869

City and County of Denver  
Attention: Department of Finance  
c/o Brendan Hanlon, Chief Financial Officer  
201 W. Colfax Avenue  
Denver, CO 80202

Dear City and County of Denver:

We are pleased to inform you that through the Department of Agriculture this project is part of the House Bill 21-1262 stimulus funding for aiding the National Western Stock Show event in constructing the National Western Stock Show's Campus ("Program") in the amount of \$24,950,000 (Twenty-four million nine hundred fifty thousand dollars) (\$24,950,000 contains State funds only). **The State is distributing the funds to the City and County of Denver pursuant to the terms of this Amended and Restated Grant Award Letter.**

This letter authorizes you to proceed with the Project as described in the Statement of Work ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact:

Jenifer Gurr, CDA Project Manager [Jenifer.Gurr@state.co.us](mailto:Jenifer.Gurr@state.co.us)

**STATE OF COLORADO AMENDED AND RESTATED GRANT AWARD LETTER  
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Colorado Department of Agriculture	<b>Grant Amount</b> State Fiscal Year 2022:     \$24,950,000.00
<b>Grantee</b> City and County of Denver	
<b>Grant Issuance Date</b> December 7, 2021	<b>Total for all State Fiscal Year: \$24,950,000.00</b>
<b>Grant Expiration Date</b> January 1, 2023	
<b>Grant Authority</b> This project is part of the House Bill 21-1262 stimulus funding for aiding the National Western Stock Show in constructing the National Western Stock Show's Campus.	

<b>Grant Purpose</b> With this funding the Colorado Department of Agriculture has been charged by the legislature to aid with funding the National Western Stock Show in constructing the National Western Stock Show's improved campus.
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A_v2, Statement of Work.</li> </ol> <p>In the event of a conflict or inconsistency between this Grant and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Grant.</li> <li>2. Exhibit A v2, Statement of Work.</li> </ol>

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Agriculture Kate Greenberg, Commissioner</p> <p>DocuSigned by: <i>Jenifer Gurr</i></p> <hr/> <p>By: Jenifer Gurr, Chief Administrative Officer</p> <p>Date: 12/21/2021</p>	<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b> Colorado Department of Agriculture Kate Greenberg, Commissioner</p> <p>DocuSigned by: <i>Scott Koehler</i></p> <hr/> <p>By: Scott Koehler, Controller Delegate, Colorado Department of Agriculture</p> <p>Date: 12/21/2021</p>
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## **1. GRANT**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## **2. AMENDMENT AND RESTATEMENT**

### **A. History**

On December 7, 2021, the State issued a Grant Award to the City and County of Denver pursuant to House Bill 21-1262. The State shall distribute the funds to the City and County of Denver pursuant to the terms of the Grant Award. The Original Grant Award contained language regarding reimbursable costs for specific projects and expenditure deadlines. This language does not apply to this Grant Award, because the funds are being distributed in a one-time lump sum payment to the City and County of Denver and the City and County of Denver shall account to the State for the Expenditures as specified in this Amended and Restated Grant Award. Therefore, the State is Amending and Restating this Grant Award retaining the original date of the Grant Award.

### **B. Initial Grant Term and Extension**

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

### **C. Early Termination in the Public Interest**

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall allow the Grantee the total amount that the Grantee has already spent under this Grant Award Letter for Work satisfactorily completed, as determined by the State. The Grantee shall repay to the State the portion of the awarded Grant that has not been spent by the Grantee. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- B. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- C. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- D. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- E. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- F. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- G. “**Grantee**” means the City and County of Denver, with responsible agency being the Mayor’s Office of the National Western Center (NWCO)
- H. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- N. “**NWCO**” means Mayor’s Office of the National Western Center.
- O. “**NWSS**” means National Western Stock Show.
- P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- Q. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

- R. “**Quarter**” means a three-month period. Q1: January – March, Q2: April – June, Q3: July – September, Q4: October – December.
- S. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, Tax Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- Y. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- Z. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- AA. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

The Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A\_v2. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to approve payments made by Grantee from the Grant Funds for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date

##### B. Payment

The State shall issue payment to the Grantee in a one-time lump sum payment.

##### C. Close-Out

**Grantee shall close out this Grant by January 1, 2023.** To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final report.

#### 6. REPORTING - NOTIFICATION

##### A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

##### B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

#### 7. GRANTEE RECORDS

##### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

## **11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

## **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

## **15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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 State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract 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.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits

or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

## EXHIBIT A\_V2, STATEMENT OF WORK

### A. Project Description / Objectives:

- i. This project is part of the House Bill 21-1262 stimulus funding for aiding the National Western Stock Show in constructing the National Western Stock Show's Campus. The project is at: 4655 Humboldt Street, Denver, CO 80216 in the City and County of Denver National Western Stock Show complex.

### B. Performance Activities:

- i. The funding will be used for construction of the National Western Stock Show campus.
- ii. The Contractor shall manage the project. **Any dates or deadlines apart from the Contract Issuance and Effective Date may be adjusted by mutual written agreement of the Contractor and the State. Exclusively for the purposes of modifying deadlines in this Contract, e-mail shall suffice as sufficient written documentation.** Extending the Contract term shall require a formal Contract Amendment. For the purposes of this provision, mutual agreement of the Contractor shall be by the Executive Director or Deputy Executive Director of NWCO.
  - a. The Contractor shall provide quarterly reports.
  - b. The Contractor shall provide bi-annual reports to be delivered on or before June 30, 2022 and December 1, 2022.
  - c. The Contractor shall hire or retain the services of a project manager.
- iii. In recognition of the grant funding provided by the Colorado Department of Agriculture, the City and County of Denver will affix a commemorative plaque, not less than 12" by 12" in size, to a prominent location within the new Stockyard Events Center at the National Western Center. The specific language on the plaque will be mutually agreed upon by the two parties, with approval by the City by the Executive Director or Deputy Executive Director of NWCO.

### C. Performance Standards and Requirements:

- i. Quarterly reports shall include:
  - a. An executive summary on the status of contracts.
  - b. Challenges encountered in the reporting period.
  - c. Executive Summary of plans and expectations for the following period.
- ii. The Bi-Annual Reports shall include:
  - a. Updates on project status,
  - b. Updates to include an executive summary of work begun and completed,
  - c. Updates to include a high-level budget review for each project,
- iii. Updates on how grant funds were allocated to provide support for construction aid for the National Western Stock Show.

D. Deliverables and Acceptance:

- i. Contractor shall provide Bi-Annual Reports via email to the CDA Project Manager due no later than June 30, 2022 and no later than December 1, 2022.
- ii. Contractor shall submit Quarterly Reports via email to the CDA Project Manager no later than the 15<sup>th</sup> calendar day of the month or the next business day if the 15<sup>th</sup> falls on a weekend.

Jenifer Gurr, CDA Project Manager  
Colorado Department of Agriculture  
305 Interlocken Parkway  
Broomfield, CO 80021  
(303)869-9002  
[Jenifer.Gurr@state.co.us](mailto:Jenifer.Gurr@state.co.us)

- iii. Contractor shall provide additional reporting for Contract close out as requested by CDA. Contact Close-Out reporting is required for the SMART Act hearing.
- iv. Budget:
  - a. This grant in the amount of \$24,950,000 (Twenty-four million nine hundred fifty thousand dollars) contains State funds only.