PURA Work Session

Tuesday, June 23, 2026, at 2:00 PM

Pueblo Convention Center

320 Central Main Street

Pueblo, CO, 81003

719-582-5125 conference ID 812 380 85#

Meeting Book - PURA Work Session

PURA Work Session Meeting Agenda- 06.23.2026

2:00 pm	**Call to Order** The Pueblo Urban Renewal Authority's mission is to stabilize, enhance, and support economic vitality through community-driven development projects.		Dr. Garrison Ortiz
2:00 pm	**Roll Call** Board Meeting Roll Call - 3		Cherish Deeg
2:00 pm	**Approval of the Agenda**	Motion	
	Reports		
2:05 pm	Chairman		Dr. Garrison Ortiz
2:10 pm	Executive Director		Cherish Deeg
2:15 pm	**Commissioner Comments**		
2:25 pm	**Treasurers Report**		Fallon Miller
2:25 pm	Pueblo Convention Center Monthly Financials		
2:35 pm	PURA Monthly Financials		
2:45 pm	**Discussion**		
2:45 pm	LV Hoag Mini Bronze FINAL 2026 History Colorado Agreement in partnership with LeVert Hoag Foundation.pdf - 4		
2:55 pm	PBR Equipment		
3:05 pm	SHF Grant Update - McLaughlin Building FINAL 2026 SHF Grant McLaughlin Board Discussion Brief June 2026 Work Session.pdf - 13		
3:15 pm	Saint Charles Phase 2 - Cost Recovery		
3:25 pm	Advance Pueblo		
4:00 pm	**Adjournment**	Motion	

Board of Commissioners

- ☐ Karim Ayoub
- ☐ Liz Chapman
- ☐ Dr. Kathy DeNiro
- ☐ Stephanie Garcia
- ☐ Heather Graham
- ☐ Corinne Koehler
- ☐ Dennis Maes
- ☐ Fallon Miller
- ☐ Steve Nawrocki
- ☐ Dr. Garrison Ortiz
- ☐ Zach Swearingen
- ☐ Dr. Jim Valenzuela
- ☐ Jon Walker

Ex Officio

- ☐ Brett Boston
- ☐ Michelle Erickson

Staff

- ☐ Cherish Deeg
- ☐ Andrea DelaGarza
- ☐ Shawn Carlson
- ☐
- ☐

Guests

HISTORY COLORADO AGREEMENT

In partnership with PURA and the LeVert Hoag Foundation

BACKGROUND. In 2019, as part of the Regional Tourism Act (RTA) project, PURA entered into a gift agreement with the LeVert W. Hoag Foundation to support the creation, installation, and ongoing maintenance of three larger-than-life sculptures honoring Pueblo pioneers Charles Autobee, Marcelino Baca, and Teresita Sandoval.

This public art installation is in the Walk of Legends Park (formerly known as "Heritage Plaza"), adjacent to the Pueblo Convention Center parking garage. As part of the sculpture development process, three miniature sculptures (maquettes) were commissioned. PURA retains ownership of these maquettes.

INTRODUCTION. In 2025, the Community Relations Committee explored a potential partnership with History Colorado that would enable the pieces to travel to museums throughout Southern Colorado, creating meaningful educational opportunities across the History Colorado network. At the same time, the initiative would serve as a strategic marketing effort to inspire visitors to experience the full-scale sculptures in Pueblo.

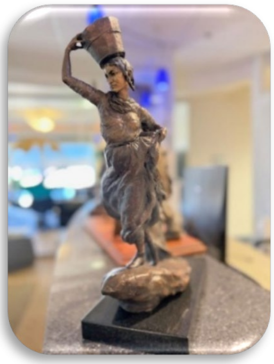
PURA Staff are seeking direction regarding this proposed partnership. Should direction be given to proceed, staff would also seek to collaborate with the LeVert Hoag Foundation to honor their original gift and explore additional financial support. This funding would help ensure the bronze maquettes receive the visibility and recognition they merit, particularly given their creation by world-renowned artists.

The following information outlines additional details regarding the maquettes, associated estimated costs, and proposed agreement options.

THE MAQUETTES.

CHARLES AUTOBEE
15Hx11Wx23"D
Value: $60,000
Artist: Dustin Payne

MARCELINO BACA
20Hx10Wx23"D
Value: $42,000
Artist: Huberto Maestas



TERESITA SANDOVAL
17Hx6Wx23"D
Value: $61,000
Artist: Deon Duncan

COSTS ASSOCIATED WITH TRAVEL CONCEPT.

	Charles Autobee	Marcelino Baca	Teresita Sandoval	
Display pedestal (Gaylord Archival)	$4,215	$4,215	$3,955	$12,385
Wooden Crates for Travel (24x24x24)	$121	$121	$121	$363
Marketing materials produced by El Pueblo Museum				$2,500
Total				**$15,248**

PROVIDE STAFF DIRECTION ON THE FOLLOWING ITEMS:

1. **Disposition of Maquettes**
   Determine whether the maquettes should be offered as a loan or as a gift. A Loan Agreement may carry additional carrying costs.

2. **Exploration of Partnership with LeVert Hoag Foundation**
   Direct staff to initiate discussions with the LeVert Hoag Foundation trustees regarding a potential partnership, including a request for financial support to assist with the costs of touring the maquettes.

3. **Coordination with History Colorado**
   Direct staff to engage with History Colorado to develop an agreement aligned with the Board's decision on the disposition and potential partnership.

Colorado History Loan Agreement and Receipt for Deposit are attached for your review.

HISTORY Colorado

INCOMING LOAN AGREEMENT

This agreement is between History Colorado (herein called HC), an agency of the State of Colorado, and the lender whose name appears below (herein called the Lender), and provides for the loaning of the object(s) described below, for the purpose of exhibition or study and subject to all terms and conditions of this agreement.

Loan Period:

Lender:

Email Address:

Phone:

Description:

Object ID	Object Information	Current Value

Total Value:

Credit Line:

Signature below signifies acceptance of all Terms and Conditions of this agreement.

Lender (or authorized agent) ____________________ Date ____________

Printed Name/Title ____________________

History Colorado ____________________ Date ____________

Printed Name/Title ____________________

Lender initials: ________

Terms and Conditions for Incoming Loans

1) History Colorado (HC) will pay all costs for packing, crating, and shipping loaned objects. Objects will be repacked in the lender's crate for return by the same manner of shipment as used by the lender, unless otherwise mutually agreed by the parties. Damages, whether in transit or on HC's premises and regardless or responsibility, will be reported immediately to the lender.

2) Loaned objects shall remain in the possession of History Colorado, in the exhibition for which they have been borrowed for the time specified on the first page of this agreement, except that HC may withdraw such objects from exhibition at any time. Loaned objects will be returned to the lender al the address set forth on the first page of this agreement, unless HC receives previous written instructions to the contrary. If legal ownership of the object(s) changes during the loan, whether by reason of death, sale, insolvency, gift or otherwise, the new owner must provide his/her name and address to HC within 60 days and may be required to establish his/her legal right to receive the object(s) by proof satisfactory to HC.

3) History Colorado will insure loaned objects under its current museum policy in the amount specified by the lender on the first page of this agreement; if no such amount is specified by the lender, then ii is agreed that HC may make its own determination of value for purposes of insurance. History Colorado's insurance policy insures against risks or physical loss or damage from external causes while in transit and on location during the loan period and until return of the loaned objects to the lender. The lender understands that the HC's insurance policy contains certain liability limits and standard exclusions. A copy of the language selling forth such exclusions and limits is available on request and is made a part of this contract. The lender agrees that, in the event of any loss or damage to the loaned objects, the lender's recovery shall be limited to such amount as is paid under the HC's policy of insurance, and the lender hereby releases History Colorado and its trustees, and the State or Colorado, and their officers. Agents, and employees from any claims for such loss or damage in excess of the amount paid under the HC's insurance policy.

4) In the event the lender notifies the History Colorado that the lender will cover the loaned objects under the lender's own insurance policy in lieu of the HC's policy, then prior to the shipping date the lender must deliver to HC a certificate of insurance by the lender's insurer naming History Colorado as an additional insured. If the lender fails to deliver such a certificate of insurance, then this loan agreement shall constitute a release of the HC and its trustees, and the State of Colorado, and their officers, agents, and employees from any claims with respect to the loaned objects. In addition, the lender shall be responsible for the consequences of any errors or deficiencies in Information, which the lender furnishes to its insurer, and for *any* lapses in the lender's insurance coverage.

5) Loaned objects will be given the same care as History Colorado gives comparable property of its own. Small objects (including books and other bound volumes) will be displayed in cases unframed. Prints, maps, and other flat materials will be displayed in cases or in frames using glass or ultraviolet filtering plexiglas and acid-free matting materials. Large objects not displayed in cases or behind glass or plexiglas will have sufficient distance from the public to discourage touching. Exhibit areas will be under surveillance when open to the public.

6) No restoration, repair, or cleaning of objects will be performed by History Colorado without the tender's prior permission in writing.

7) History Colorado may photograph objects and the photographs may be reproduced for an exhibit catalogue or publicity purposes connected with the exhibit. Loaned objects may be photographed by the general public unless the lender previously notifies HC in writing that such photographs are to be prohibited.

8) At the end of the loan period, History Colorado shall have an absolute right to return loaned objects to the lender. History Colorado may, in accordance with the provisions of Section 38-14-103 of the Colorado Revised Statutes, give written notice of termination or a loan any lime after the expiration of the loan. No action may be brought for damages or the recovery of any loaned property when more than 120 days have passed since HC gave written notice of termination of a loan and the lender has not reclaimed the loaned property. Failure to reclaim loaned property within 120 days of written notice shall result in the loss of all rights to property loaned to History Colorado.

9) All lenders will be acknowledged in exhibition labels unless the lender requests anonymity.

10) History Colorado will send to the lender a copy of any publication or catalogue of the exhibit for which objects have been lent.

11) Lenders agree to inform History Colorado of any change in their address as required by Article 38-14-107 of the Colorado Revised Statutes.

Lender initials: ________

HISTORY Colorado

Registration # ____________
Accession # ____________

RECEIPT FOR DEPOSIT

This agreement is between History Colorado (known as the State Historical Society of Colorado and herein called "HC"), an agency of the State of Colorado, and the Donor (herein called the "Donor") whose name appears below. The Donor acknowledges they are the sole and rightful owner of the object(s) listed and provides them for deposit at HC for the purpose of examination in compliance with HC's internal procedures, subject to the conditions set forth in this Receipt for Deposit.

DONOR NAME/INSTITUTION	
ADDRESS **PHONE** **EMAIL** (NOTE DEPOSITORS)	

#	Description	Dept.	Accepted?	Purpose	Comments

Receiving Staff Member's Signature Date

Oral History Curatorial Approval Signature Date

Business & Industry Curatorial Approval Signature Date

Archives Curatorial Approval Signature Date

Art & Design Curatorial Approval Signature Date

Clothing & Textiles Approval Signature Date

Arch/Ethno Curatorial Approval Signature Date

Photography Curatorial Approval Signature Date

LGBTQ Curatorial Approval Signature Date

Architecture Curatorial Approval Signature Date

For completion by Donor

1. **Is it your intention to donate the materials listed in this Receipt for Deposit for any and all uses?** YES NO

2. **If any materials listed are not accepted, may HC dispose of them in any manner HC determines?** YES NO
(If "No," the materials listed above will be returned to the donor.)

3. **Do you own the copyrights to any of the items listed?** YES NO
(If "Yes" please inform HC staff member of each item for which you own the copyright.)

4. **Is it your intention to transfer all copyrights for these items to HC?** YES NO

HISTORY Colorado

DONOR'S SIGNATURE: ________ DATE:_______________

Signature acknowledges receipt and understanding of all conditions listed in this Receipt for Deposit.
Failure to answer the questions above implies that HC may dispose of unwanted items as it sees fit.

Registration # ____________

Accession # ______________

HISTORY Colorado

RECEIPT FOR DEPOSIT CONDITIONS

1. The Donor/Depositor hereby releases History Colorado from all liability with respect to any loss or damage to the object(s) referred to on Page 1 or other attached referenced pages of the Receipt for Deposit (herein called the "Receipt") while in HC's possession or in transit and agrees that HC shall not cover such object(s) with insurance.

2. Attributions, dates, and other information shown on the reverse of this Receipt are as given by the Donor/Depositor.

3. Unless HC is notified in writing to the contrary, the object(s) may be photographed and reproduced for the HC's own purposes. HC assumes the right, unless specifically denied by the Donor/Depositor, to examine the object(s) by all modern photographic means available. Information thus gathered will remain confidential and will not be published without written consent of the Donor/Depositor.

4. In receiving or surrendering deposits of imported object(s), HC requires that if the Donor/Depositor has knowledge of special conditions governing the object(s), such as copyrights, lien, etc., he/she is required to inform HC thereof.

5. HC may request that object(s) deposited be collected by the Donor/Depositor by written or verbal notice. HC shall have the absolute right to secure its rights under Section 38-14-103 of the Colorado Revised Statutes, which states that no action may be brought for damages of the recovery of any loaned (deposited) property when 120 days have passed since a museum has given written notice of termination of a loan (deposit) and the lender/depositor has not reclaimed the loaned property. **Failure to reclaim loaned property within 120 days of written notice shall result in the loss of all rights to property deposited with the Society.**

6. The object(s) deposited will be returned only to the Donor at the address stated on Page 1 of this Receipt unless the Society is notified in writing to the contrary. In all cases it shall be the responsibility of the owner of loaned (deposited) property to notify the museum in writing of his identity and current address. Any object(s) accepted by HC as a deposit shall be returned only upon presentation of this Receipt, by the Donor or his duly authorized agent, or upon written order of the Donor or his duly authorized agent, or in case of an estate, the Depositor, who shall submit proof of his or her authority, and any other such documents and instruments as the Society may require.

7. If legal ownership of the object(s) shall change during the deposit, whether by reason of death, sale, insolvency, gift or otherwise, the new owner must inform HC of this change within 60 days in accordance with CRS 38-14-107 and may, prior to its return, be required to provide evidence of ownership satisfactory to HC.

8. Acceptance of objects by the Society into the collection in no way implies the objects will be used at a specific site or for a specific purpose; this includes exhibition.

DONOR'S SIGNATURE: ____ **DATE:** ______________

Registration # ____________

Accession # ______________

Inventory of materials deposited, continued:

#	Description-please list date and info	Dept.	Accepted Y or N	Purpose	Comments

www.HistoryColorado.org
History Colorado Center 1200 Broadway Denver CO 80203

Registration # ____________
Accession # ______________

Signature on first page of this agreement acknowledges acceptance of all terms and conditions of all pages of this Receipt for Deposit.

DONOR'S INITIALS: __________ DATE:___________

PUEBLO URBAN RENEWAL AUTHORITY

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Relating to History Colorado, State Historic Fund Grant for McLaughlin Building, LLC

BACKGROUND. In 2025, PURA staff partnered with the owners of the McLaughlin Building to pursue State Historical Fund (SHF) grant funding for historic preservation activities at the property located at 330 S. Union Avenue. The project is located within the Union Avenue Urban Renewal Area (URA), established in 2009 and set to expire in 2034, and within the Union Avenue Historic District, which is listed on the National Register of Historic Places.

The Union Avenue URA Plan prioritizes the preservation and rehabilitation of historic structures. The owner's vision for the McLaughlin Building aligns with this goal, as well as with the City's Comprehensive Plan, by supporting mixed-use development, pedestrian-friendly design, and a blend of commercial, residential, and office uses.

At the January 13, 2026, Regular Meeting, the Board of Commissioners approved Resolution No. 2026-05, acknowledging the successful SHF grant application administered by History Colorado. The grant award, in the amount of $250,000, is designated for roof replacement, masonry rehabilitation, and the preparation of construction documents for exterior rehabilitation of the building.

On May 26, 2026, PURA staff received the State of Colorado Intergovernmental Agreement (IGA), that outlines the terms and conditions of the grant agreement attached here for your review. This IGA and a Memorandum of Understanding (MOU) with the property owner will appear on the July 13 Regular Meeting agenda for your approval.

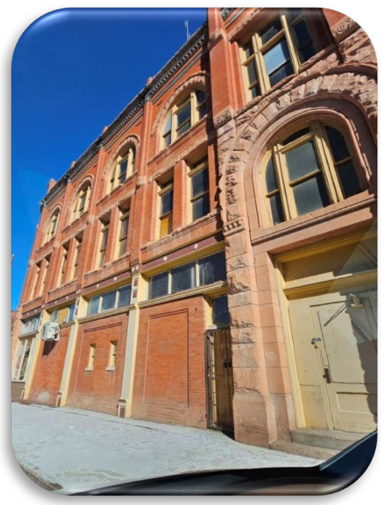
PURA Staff met with the property owner, and the State contract representative on June 12, 2026, to review the IGA and next steps. This initial consultation satisfies Deliverable No. 1 noted in Exhibit C of the IGA,

THE MCLAUGHLIN BUILDING. The Union Avenue Historic District was listed on the National Register of Historic Places in 1983 and includes 87 properties, 70 of which are considered contributing structures. The McLaughlin Block Building is one of these contributing resources and was also listed on the local Pueblo Register of Historic Places in 1985 as part of the Union Avenue Historic Business District.

Union Avenue developed as a commercial center in the late nineteenth century, with growth accelerated by the introduction of a trolley line in 1882. By the early 1900s, much of the district had been built out. The 1921 flood caused significant damage to the area; however, many buildings were repaired, often incorporating architectural elements from that period. Throughout the twentieth century, the district's economic role shifted in response to broader changes, including the decline of the rail industry and subsequent redevelopment efforts.

The McLaughlin Block Building was constructed in 1891 in a Victorian Eclectic style with Romanesque influences. Historically, it functioned as a mixed-use building, containing a hotel, restaurants, saloons, and retail spaces. The building retains many of its defining architectural features, though relatively limited improvements have been made since the mid-twentieth century. The upper floors have largely remained vacant since the 1980s.





Source: July 2025 SHF Competitive Grant Application – McLaughlin Building LLC

PROVIDE STAFF DIRECTION ON THE FOLLOWING: As part of the grant requirements, PURA staff will draft a Memorandum of Understanding (MOU) with the property owner (McLaughlin, LLC). The MOU will define roles/responsibilities and outline how funds will be managed and distributed. The final MOU must be approved by the PURA Board of Commissioners and SHF Contracts Staff prior to execution.

1. PURA Staff needs Board direction on the following MOU structure options:

   Option A

   The property owner retains their $75,404 cash match, pays contractors directly, and PURA reimburses the owner based on the SHF percentage for each invoice.

   Option B

   PURA holds the owner's cash match. When contractors invoice, PURA provides funds to the owner, who then pays the contractors directly.

State of Colorado Intergovernmental Grant Agreement Attached.

State of Colorado Intergovernmental Grant Agreement
Cover Page

State Agency
Department of Higher Education, History Colorado, the Colorado Historical Society

Grantee
Pueblo Urban Renewal Authority

Property Owner
McLaughlin Building LLC

Maximum Grant Amount
$250,000.00

Maximum Grant Percentage
76.83%

Cash Match Amount
$75,404.00

Cash Match Percentage
23.17%

Agreement Number
2026-01-062

Agreement Issuance Date
5/26/2026

Agreement Expiration Date
05/26/2028

Encumbrance
CTGG1 2026*3468

Agreement Authority
Authority exists under the State Constitution article XVIII, §9(5) (b) (III) and CRS §44-30-1201 for the annual distribution of monies from the State Historical Fund (SHF)

Grant Purpose
The purpose of this project is replacement of the roof, rehabilitation of masonry and the creating of construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Scope of Work
2. Exhibit B, Budget
3. Exhibit C, Submittals & Deliverables
4. Exhibit D, SHF Provisions
5. ~~Exhibit E, Property Protection~~
6. Exhibit F, Sample Option Letter
7. Attachment 1, SHF Payment Request & Financial Report form

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Scope of Work
4. Exhibit B, Budget
5. Exhibit C, Submittals & Deliverables
6. Exhibit D, SHF Provisions
7. ~~Exhibit E, Property Protection~~

Principal Representatives

For the State:
Dawn DiPrince
President/CEO
History Colorado
1200 Broadway
Denver, Colorado 80203

For Grantee:
Jane Daniels
Grant Manager/Project Manager
2098 East Floyd Place
Englewood, Colorado 80113

For Property Owner:
McLaughlin Building LLC
232 South Union Avenue
Pueblo, Colorado 81003

Signature Page

The Signatories Listed Below Authorize this Grant

State Historical Fund
Marcie Moore Gantz, Director

Signed by:
Marcie Moore Gantz
D37B9F24932E4E7...

By: Marcie Moore Gantz, Director

Date: 5/22/2026

State of Colorado
Jared S. Polis, Governor
History Colorado
Dawn DiPrince, President/CEO or Designee

DocuSigned by:
Dawn DiPrince
CFFF3E033D454B9...

By: Dawn DiPrince, President/CEO or Designee

Date: 5/22/2026

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.

State Controller
Robert Jaros, CPA, MBA, JD
History Colorado

Signed by:
Chris Creighton
71BB593D45874F6...

By: Chris Creighton, Chief Finance Officer
History Colorado, Controller Delegate

Date: 5/26/2026

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Agreement for the use and benefit of the Property Owner shown on the first page of the Grant Agreement (the "Property Owner"). By accepting the Grant Funds provided under Grant Agreement, Grantee and Property Owner agrees to comply with the terms and conditions of this Grant Agreement and requirements and provisions of all Exhibits to this Grant Agreement.

2. Term

A. Initial Grant Term

The Parties' respective performances under this Grant Agreement 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 Agreement.

B. Extension Term

Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Agreement beyond the Initial Term for a period, up to a maximum of three successive periods, of 12 months or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement by providing Grantee with an updated Grant Agreement showing the new Grant Expiration Date.

C. Early Termination in the Public Interest

The State is entering into this Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Agreement are not appropriated, or otherwise become unavailable to fund this Grant Agreement, the State, in its discretion, may terminate this Grant Agreement 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 Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Agreement by the State for breach by Grantee.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work described in Exhibit B.

D. "**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.

E. "**Cash Match**" means the funds provided Grantee as a match required to receive the Grant Funds.

F. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.

G. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Agreement.

H. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Agreement.

I. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Agreement.

J. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

K. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an Option Letter

L. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

M. "**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.

N. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

O. "**Party**" means the State, Property Owner, or Grantee, and "Parties" means the State, Property Owner and Grantee.

P. **"Property Owner"** means the nonprofit/private/federal government party and owner in fee simple of the Property

Q. "**Services**" means the services to be performed by Grantee as set forth in this Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

R. "**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, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.

S. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

T. "**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.

U. "**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.

V. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

W. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Agreement.

X. "**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 Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Scope of Work

Grantee shall complete the Work as described in this Grant Agreement and in accordance with the provisions of Exhibits A, B, C, and D. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Agreement.

5. Property

The real property McLaughlin Building LLC located at 330 South Union Avenue, Pueblo, Colorado 81003 in Pueblo County located within an historic district, which district has been listed in the National Register of Historic Places the Union Avenue Historic Business District, more particularly described as

LOT 1 BLK 58 SOUTH PUEBLO

6. 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 Agreement. 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 pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Cash Match

i. Grantee shall provide the Cash Match Amount shown on the first page of this Grant Agreement and described in Exhibit B (the "Cash Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Cash Match Amounts to the purpose of this Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

ii. In the event that Cash Match, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Agreement in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Statement of Work, the State will reduce its pro rata share of the unexpended budget.

C. Payments

i. Payment Requests and Financial Reporting

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit C.

b. Grantee shall initiate payment requests using Attachment 1 submitted to the State in a form and manner approved by the State.

c. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Grant.

ii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review.

D. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 10% of grant award amount until all final documentation has been submitted and accepted by the State as substantially complete.

7. 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 **§6.E**, 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 federal or 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.

8. 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 Agreement 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 Grant. 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.

9. 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 Agreement. 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 Agreement. 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.

10. Conflict 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

11. 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.

12. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §13 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

13. Remedies

In addition to any remedies available under any exhibit to this Grant Agreement, 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 Agreement 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.

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §12, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement 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.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination.

Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, grantee, following the notice and cure period in §12 and the dispute resolution process in §14 shall have all remedies available at law and equity.

14. Dispute Resolution

Except as herein specifically provided otherwise or as, 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.

15. 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 Agreement 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 **§15**.

16. 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.

17. 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 Agreement.

B. Captions and References

The captions and headings in this Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Agreement 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 Agreement 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 Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Agreement, 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 Agreement 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 Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision of this Grant Agreement, 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 Agreement Terms

Any provision of this Grant Agreement 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 Agreement 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 Agreement, 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

i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section .

ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party.

Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer 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. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

E. Compliance with Law.

Grantee shall 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. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Exhibit A: Scope of Work

I. Purpose

The purpose of this project is replacement of the roof, rehabilitation of masonry and the creating of construction documents for exterior rehabilitation at the McLaughlin Building in Pueblo, Colorado.

II. Scope of Work is as follows:

A. Preservation Activities
1. Roof Rehabilitation
    a. Remove existing roof materials
    b. Remove existing siding at elevator tower and keep for reuse
    c. Install roof insulation, TPO roof and roof hatch
    d. Rehabilitate wood framing and sheathing where required
    e. Replace roof system drainage components as needed
    f. Repair elevator shaft enclosure
    g. Install sheathing and membrane paper, re-attach the siding
    h. Install new access door
2. Masonry Rehabilitation
    a. Repoint damaged masonry
    b. Rehabilitate deteriorated concrete
    c. Replace missing bricks
    d. Repoint masonry to match where required

B. Architect & Engineering Services
1. Prepare SHF Required Deliverables
2. Complete Field Documentation
3. Prepare construction documents to include:
    a. Rehabilitation of roof and elevator shaft roof
    b. Rehabilitation of storefront
    c. Rehabilitation of windows
    d. Rehabilitation of doors
    e. Rehabilitation of masonry
4. Provide construction administration services for physical work
5. Prepare mortar analysis

Exhibit B: Budget

Task	**Amount**
A. Preservation Activities	$156,507
B. Architecture & Engineering Fees	$17,900
C. Overhead and Profit	$41,885
D. General Conditions	$44,509
E. Bonding	$3,554
F. Permits	$2,605
Direct Costs Subtotal	**$266,960**
G. Grant Administration*	$17,000
Project Subtotal	**$283,960**
Contingency †	*$41,444*
Project Total	**$325,404**
Grant Award (76.83%)	**$250,000**
Cash Match (23.17%)	**$75,404**

* Grant Administration cannot exceed 15% of *Direct Costs Subtotal* amount

Grant payments are based off the **Project Subtotal**. Total payments will equal Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount should contingency be requested and approved.

† Contingency **-** Must receive written approval from SHF Staff prior to use.

Exhibit C: Submittals and Deliverables

List of Submittals

Project Reports	Due Date	Society Response
a. Payment Request Form (Attachment 1). Deliverables #1 - 5 below must be approved before Advance Payment is made.	N/A	Advance Payment of Grant Award $87,263.
b. Progress Report # 1	July 1, 2026	Review *
c. Progress Report # 2	October 1, 2026	Review *
d. Progress Report # 3	January 1, 2027	Review *
e. Interim Financial Report (Attachment 1). Deliverables #6 -11 below must be approved before Interim Payment is made.	January 15, 2027 **	Review & Approve. Interim Payment of Grant Award $109,080.†
f. Progress Report # 4	April 1, 2027	Review *
g. Progress Report # 5	July 1, 2027	Review *
h. Progress Report # 6	October 1, 2027	Review *
i. Progress Report # 7	January 1, 2028	Review *
j. Final Financial Report (Attachment 1). All deliverables must be approved before payment is made.	January 15, 2028 ***	Review & Approve. Final Payment of Grant Award $21,816.†

* At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim Financial Report due date is a guideline. Please submit Interim Financial Report when 40% or more of Advance is expended and you are ready for the next payment.

*** Final Payment is a reimbursement ONLY after all contractors are paid in full.

† Payment may increase due to approval of contingency funds.

All deliverables and submittals must be received at least 30 days prior to the Grant End Date.

Pueblo Urban Renewal Authority **Exhibit C**
Construction Documents and Exterior Rehabilitation
Project #2026-01-062

Deliverables

Deliverables #1 - 11 must be received and approved prior to physical work beginning. All deliverables must be submitted digitally to your assigned Resource Specialist unless a Hard Copy (HC) is specified, then a digital *and* hard copy must be submitted.

For digital deliverable submissions, please use the following file naming convention:

Project #, Property Name, Del #, Deliverable Name

(e.g.: 24-00-100 Colorado Passenger Depot Del 5 CDs)

Project Deliverables	SHF Response
1. Initial Consultation with SHF Resource Specialist	Review Comment and/or Approve
2. Before/existing condition photos-Scope of Work (HC)	Review Comment and/or Approve
3. Historical photos/documentation of areas to be treated	Review Comment and/or Approve
4. Copy of MOU/LOA between Grant Recipient & Owner	Review Comment and/or Approve
5. Contract Certification for: Grant Administrator	Review Comment and/or Approve
6. Contract Certification for: Architect	Review Comment and/or Approve
7. Consultant Resume for: Architect	Review Comment and/or Approve
8. Construction Documents/Plans for Roof, Masonry (HC)	Review Comment and/or Approve
9. Contract Certification for: Contractor	Review Comment and/or Approve
10. Materials Testing Analysis & Results	Review Comment and/or Approve
11. Preconstruction meeting with SHF Resource Specialist	Review Comment and/or Approve
12. Mock up of: mortar, concrete	Review Comment and/or Approve
13. Copies of Change Orders	Review Comment and/or Approve
14. Construction Documents/Plans Specifications for future work (HC)	Review Comment and/or Approve
15. Interim meeting with SHF Resource Specialist	Review Comment and/or Approve
16. After photos of Scope of Work (HC)	Review Comment and/or Approve
17. Documentation of professional/public outreach	Review Comment and/or Approve

Exhibit D: State Historical Fund Provisions

1. Standards of Work

The Property Owner and Grantee agree that they will perform the activities listed in Exhibit A and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's Standards for Archaeology and Historic Preservation. The Property Owner and Grantee shall perform any and all survey activities and submittals in accordance with the Colorado Cultural Resource Survey Manual, Revised 2007 and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II for any and all survey activities and projects (copies of which are available through History Colorado).

a. The Property Owner and Grantee further agree that any construction, alteration, movement, relocation or remodeling or any other activity that takes place outside the scope of work but within the designated historic boundary and during this grant period, may also be reviewed by your State Historical Fund Resource Specialist for adherence to the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

2. Dissemination of Archaeological Site Locations

The Grantee and Property Owner agree to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. The Grantee and Property Owner agree to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Policy on Dissemination of Information, adopted October 1991, a copy of which is available from History Colorado.

3. Public Acknowledgement of Funding Source

In all publications and similar materials funded under this Agreement, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".

4. Matching Funds

In the event that matching funds, as provided in Cover Page & Exhibit B, become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds. If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

5. Accounting

At all times from the effective date of this Contract until completion of the Project, the Grant Recipient and Property Owner shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.

6. Qualifying Expenditures

Expenditures incurred by the Grantee or Property Owner prior to execution of this Agreement are not eligible expenditures for State reimbursement.

7. Budget Revisions

In the event budget line(s) need to be increased/decreased by 25% or more for any budget line item, grantee shall provide a written request, in advance, with a detailed explanation and information for the revision(s) in a form and manner approved by the state.

8. Recapture

The following recapture provision shall apply for grant award amounts over $20,000 and only to a private/for-profit property owner: in the event that the property is sold or ownership transferred within a five-year period after completion of the grant, the following recapture provision shall apply: if the property is sold or ownership transferred within the first year after completion, one-hundred percent (100%) of the funds awarded shall be returned to the state, with a twenty percent (20%) reduction per year thereafter.

9. Acquisitions

For acquisition projects, upon receipt by the State of documentation for the execution of a recorded deed of real property between Property Owner and Grantee, the State, Grantee, and Property Owner agree the Property Owner will cease to be a party to the Agreement.

10. Property Insurance

For projects with physical work, Property insurance covering the building, including the premises, its equipment, and owner's interest in improvements and betterments on an "all risk" basis, including where appropriate the perils of fire, flood, and earthquake. Coverage shall be written with a replacement cost valuation and include an agreed value provision. Coverage shall also include restoration back to the original state. The deductible amount shall not exceed $25,000. The deductible amount shall not exceed $25,000. Deductible amount is not applicable to self-insured, government-owned properties.

v. 7.2025

Exhibit F: Sample Option Letter

State Agency
Department of Higher Education, History Colorado, The Colorado Historical Society

Grantee
Pueblo Urban Renewal Authority

Property Owner
McLaughlin Building LLC

Agreement Maximum Amount
$250,000.00

Maximum Grant Funds Percentage
76.83%

Cash Match Amount
$75,404.00

Cash Match Percentage
23.17%

Original Agreement Number
2026-01-062

Option Agreement Number
2026-01-062_A1

Original Agreement Issuance Date

Current Agreement Expiration Date

Option:
A. Option to extend for an Extension Term

Required Provisions:
In accordance with Section(s) 2.C. of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on the Option Effective Date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended. The Agreement Submittals and Deliverables of Exhibit C is hereby modified as shown in Revised Exhibit C attached.

Option Effective Date:
The effective date of this Option Letter is upon approval of the State Controller or delegate.

State Historical Fund
Marcie Moore Gantz, Director Or Designee

____
By: Marcie Moore Gantz, Director
Date: ________________________

State of Colorado
Jared S. Polis, Governor
History Colorado
Dawn DiPrince, President/CEO

____
By: Dawn DiPrince, President/CEO

Date: ________________________

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

State controller
Robert Jaros, CPA, MBA, JD

____
By: Chris Creighton, Chief Finance Officer
History Colorado, Controller Delegate

Option Effective Date: ____________________

State Historical Fund
History Colorado

PAYMENT REQUEST AND FINANCIAL REPORT FORM (ATTACHMENT 1)

For advance, contingency, and easement fee payments: Only complete steps 1, 2, and 5.
- Include a copy of the Easement Fee invoice when requesting an Easement Payment.

For all other payments, ALL steps and page 2 must be completed.
- Copies of invoices are not required, but may be requested by SHF staff.

Guidelines for Payment:
- Refer to Exhibit C of your grant contract for grant payment amounts and deliverables due before submitting a payment request.
- At least 40% of your previous grant payment must be spent or invoiced prior to receiving the Interim Payment(s).
- Approved contingency funds will be added to your final payment if not requested previously.
- **Final payment is a reimbursement only**. All invoices must be paid in full.

Step 1) General Information:

Project Number ________________ Grant Recipient Organization ________________________________

Step 2) Payment(s) Requested (Choose all that apply):

☐ Advance ☐ Interim ☐ 2nd Interim ☐ Final ☐ Contingency ☐ Easement

Step 3) Financial Report:
- In the table below, report all payments you have made, including payments of cash match, to contractors for work on the project since your last payment request.
- You must indicate which budget task(s) from Exhibit B the payment is for. If a single payment is for more than one budget task, break the invoice out onto multiple lines to report the amount paid for each task.
- Incomplete or incorrect reports will be returned

Award Amount __________________ Grant Award % __________________

Cash Match Amount ______________ Cash Match % ___________________

PAYEE NAME whom you paid	BUDGETED TASK as listed in Exhibit B of Contract	DATE PAID	CHECK #	AMOUNT **PAID**
I hereby certify that all expenses reported above have been PAID and that all of the information is correct and that any false or misrepresented information may require immediate repayment of any or all funds.		1st Interim Financial Report Total		
		2nd Interim Financial Report Total		
		Final Financial Report Total		
		Project Total		

Step 4) Additional Information:

Project Completion estimate: ___% Complete Interest Earned: $________

Step 5) Signature:

____________________________________ ____________

Grant Recipient Organization Signature Date

FOR SHF USE ONLY
Review ______________
QC ______________
Approved ______________

V 5.2024