

TENTH AMENDATORY AGREEMENT

THIS TENTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SMG**, a Pennsylvania general partnership, whose local address is 700 14th Street, Denver, Colorado 80202 (the “Contractor”) (together, the “Parties”).

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement dated November 18, 2008, as amended by an Amendatory Agreement dated January 11, 2012, a Second Amendatory Agreement dated April 27, 2013, a Third Amendatory Agreement dated May 23, 2014, a Fourth Amendatory Agreement dated November 19, 2014, a Fifth Amendatory Agreement dated April 29, 2016, a Sixth Amendatory Agreement dated June 16, 2017, a Seventh Amendatory Agreement dated November 8, 2017, an Eighth Amendatory Agreement dated September 13, 2018, and a Ninth Amendatory Agreement dated March 17, 2021 (collectively, the “Agreement”), by which Contractor agreed to provide various stagehand staffing and payroll services to the City; and

WHEREAS, the Parties wish to amend the Agreement to add compensation and to make such other amendments as are herein set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. The first sentence of subsection 6.C. of the Agreement is amended to read as follows:

“Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the sum of **EIGHTY-SIX MILLION DOLLARS AND ZERO CENTS (\$86,000,000.00)**.”

2. In Section 11 of the Agreement, entitled “**EXAMINATION OF RECORDS:**”, the second paragraph is hereby amended to read as follows:

“Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services

to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

3. Section 18 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT:**”, is hereby amended to read as follows:

“18. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. In Section 27 of the Agreement, entitled “**NOTICES:**”, the address to which Notices to the City shall be delivered is hereby amended to read as follows:

Denver Arts & Venues
1345 Champa St.
Denver, CO 80204

5. Section 42 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**”, is hereby amended to read as follows:

“42. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

“a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

“b. The Contractor certifies that:

“(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

“(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

“(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

“(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

“(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

“(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

“b. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this

section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

6. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

Contract Control Number: THTRS-202261807-10/ CE93004-10
Contractor Name: SMG

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

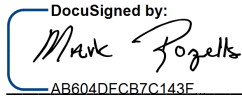
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202261807-10/ CE93004-10
SMG

By:  AB604DECB7C143F

Name: Mark Rozells
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)