

## REVIVAL AND FOURTH AMENDATORY AGREEMENT

**THIS REVIVAL AND FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **K-M CONCESSIONS, LLC**, a Colorado limited liability company, whose address is 4624 Central Park Blvd, Suite 100, Denver, CO 80238 (the “Contractor”), individually a “party” and collectively the “parties.”

**WHEREAS**, the parties entered into an Agreement dated April 16, 2020, an Amendatory Agreement dated May 15, 2020, a Second Amendatory Agreement dated June 22, 2020, and a Third Amendatory Agreement dated April 28, 2021, for the provision of meals for people experiencing homelessness at a consolidated shelter located at the Denver Coliseum and at the National Western Complex’s Hall of Education, where the Contractor is the concessionaire for food and drink (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on June 30, 2021, and rather than enter into a new agreement, the parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective July 1, 2021, all references to Exhibit A-3 in the existing Agreement shall be amended to read Exhibit A-4, attached hereto and incorporated herein.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: This Agreement shall begin for dinner on April 9, 2020, and shall terminate unless extended by the parties as allowable herein at the end of the day on December 3, 2021. The parties may extend the Term upon mutual agreement.”

3. Section 4.d(1) of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT MILLION SIX HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED FIVE DOLLARS (\$8,645,405.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A-4. Any services performed beyond those in Exhibit A-4 are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Revival and Fourth Amendatory Agreement is not 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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** HOST-202054367-4/HOST-202160114-4  
**Contractor Name:** K-M CONCESSIONS LLC

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:

\_\_\_\_\_

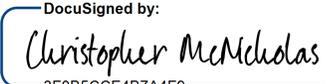
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202054367-04/HOST-202160114-04  
K-M CONCESSIONS LLC

By:  \_\_\_\_\_  
3F0B5CCE4B7A4F8...

Name: Christopher McNicholas  
(please print)

Title: General Counsel  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**K-M Concessions, LLC.**  
**SCOPE OF WORK**  
**Exhibit A-4**  
**HOST-202160114-4**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** April 9, 2020 – December 3,2021

**Project Description:**

The purpose of this contract agreement is to amend the agreement with K-M Concessions, LLC. for a new contract amount of **\$8,645,405.00** These emergency funds will be provided to the KM Concessions. LLC. for meals and snacks provided to guests experiencing homelessness at the Denver Coliseum as part of the COVID-19 emergency response.

**II. SERVICES DESCRIPTION**

Meal and snacks will serve guests experiencing homelessness at the Denver Coliseum. Breakfast, lunch and dinner will be served to guests as outlined in this scope of work and each be billed as an individual meal (i.e. \$8.50 per breakfast served, \$8.50 per lunch served, \$8.50 per dinner served). Snacks will be served to guests twice per day in the morning and in the afternoon and each be billed as an individual snack (i.e. \$2.50 per morning snack, \$2.50 per afternoon snack).

**III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

KM will coordinate with city and shelter service provider staff at the site on a biweekly basis to determine the expected number of guests for the upcoming 14-day period for billing purposes. The expected number of guests over the upcoming 14-day period will be provided in writing via email to city and service provider leaders to document the projected meals. KM shall order food items based on this expected number of guests. KM shall then report on the actual number of meals served over that 14-day period based. These actual trends will help support calibration of the food ordered and served for the period, and inform discussions on how the next 14 day period may need to be adjusted If the actual number of meals served is less than the expected number of guests served as determined by KM in consultation with the city and shelter service provider staff the City agrees to pay for the total number of expected meals as determined and outlined in writing for that 14-day period. The invoice from KM will outline the expected number of meals and snacks provided for the 14-day period, and the actual number of meal and/or snacks if above the expected number, at a per cost rate of \$8.50 per meal and \$2.50 per snack.

1. KM/SSA will provide culinary staff to prepare food as part of the cost of each meal and snack and sheltering operation partners will provide staffing to help serve the food. KM

Exhibit A-4 HOST 202160114-04  
(Parent Contract HOST- 202054367)

may occasionally need to fill a staff gap for food service at Coliseum if city or service partner staff or volunteers are limited. City/service partner staff will communicate to KM in writing at least 24 hours ahead of the day that additional staffing may be needed including the expected number of staff and hours needed. If KM provides staff for service at the request of the City/the operator, or on an emergency basis if the City service partner is short-staffed, the City agrees to reimburse KM for its staff use during service according to the staff service rate sheet attached, reflected on KM's invoice as appropriate. KM staffing for food service on an ongoing basis is not an expected support under this contract.

2. Assumes meal-time at each facility includes:  
 7:00 - 8:00 Breakfast  
 12:00 - 1:00 Lunch  
 5:00 - 6:00 Dinner

#### IV. BUDGET

Service	Amount
April 9, 2020 through December 3, 2021 Contract Amount	\$7,645,405.00
Included meals, snacks between April 9, 2020 and December 3, 2021.	
Includes meals, snacks and hourly staffing if needed under the terms of this scope from April 9, 2020 through December 3, 2021.	
Amended Amount	\$1,000,000.00
<b>Total</b>	<b>\$8,645,405.00</b>
<b>Meal and Snack Billing Rates</b>	
Per Meal	\$8.50
Per Snacks	\$2.50
<b>Staffing Billing Rates</b>	
Per Hour Staffing Rate - DMM (food)	\$16.50
Per Hour Staffing Rate - DMM (food)	\$16.50
Per Hour Staffing Rate - DMM (special event food)	\$16.50