

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH 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 (hereinafter referred to as “SMG”) (together, the “Parties”).

WITNESSETH:

WHEREAS, the City and SMG 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 and a Seventh Amendatory Agreement dated November 8, 2017, pursuant to which SMG provides the City stagehand staffing and payroll services as needed to various City venues and facilities (collectively, the “Agreement”); and

WHEREAS, the City and SMG wish to amend the pension and HW benefits set forth in Exhibit B-3 (SMG Stagehand Payroll Administrative Markup) to this Agreement, to amend language as set forth in the Title, Witnesseth, and Section 3 to this Agreement, and to amend the Agreement to extend the term as follows; and

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

1. Exhibit B-4 to the Agreement is hereby deleted in its entirety and replaced with Exhibit B-5, attached hereto and incorporated herein. All references to “Exhibit B-4” in the Agreement are hereby amended to read “Exhibit B-5”.
2. Title to the Agreement is hereby amended to state “For Management of Stagehand Staffing and Payroll Services for the Denver Arts and Venues Division of the City and County of Denver”
3. Agreement is hereby amended to state “THIS AGREEMENT FOR THE PROVISION OF MANAGEMENT OF STAGEHAND STAFFING AND PAYROLL SERVICES (the “Agreement”) is made and entered into this 18th day of November, 2008, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the “City”, and SMG, formerly known as SPECTACOR MANAGEMENT GROUP, a Pennsylvania general partnership, whose address is 300 Conshohocken State Road, Suite 450, West Conshohocken, PA, 19428, hereinafter referred to as “SMG”.
4. Witnesseth is hereby amended to state **WHEREAS**, the City desires to retain the Contractor to provide Management of Stagehand Staffing and Payroll Services as needed to

various Denver Arts & Venues venues and facilities; **WHEREAS**, the Contractor possesses the qualifications required by the City; **WHEREAS**, the City solicited proposals for management of the Colorado Convention Center, which proposal included providing such management of Stagehand Staffing and Payroll Services, and the City chose the proposal submitted by the Contractor, and **WHEREAS**, the Contractor desires to provide Management of Stagehand Staffing and Payroll Services to the City and is ready, willing and able to undertake and perform these services as an independent contractor.

5. Section 3 of the Agreement, entitled “**SERVICES TO BE PERFORMED**”, is amended to read as follows:

“3. SERVICES TO BE MANAGED:”

6. The second paragraph of section 3 of the Agreement is amended to read as follows:

“The Contractor and the City may at any time agree upon minor deletions, additions, or modifications to the Services ("Service Revisions") without amending the Agreement. Service Revisions will be issued, in writing, and signed by the Director or his/her authorized representative, and the Contractor: The Contractor shall be paid for the actual quantity or quantities of such services whether increased or decreased. Contractor’s management fee for providing the services, together with the additions or modifications of personnel shall be remunerated only on the Net Percentage Mark-up over wage costs listed in Exhibit B.”

7. Section 4 of the Agreement, entitled “**Term of Agreement**”, is amended to read as follows:

“4. Term of Agreement: The term of this Agreement shall commence on January 1, 2009 (the “Effective Date”) and expire on December 31, 2023, unless earlier terminated in accordance with the terms of the Agreement.”

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

[Remainder of Page Intentionally Blank.]

EXHIBIT B
SMG STAGEHAND PAYROLL ADMINISTRATIVE MARKUP

Assumed Annual Stagehand Payroll \$ 3,500,000

	AMOUNT	% TOTAL PAYROLL
Statutory Payroll Taxes & Other		
FICA - SS Portion	217,000	6.200%
FICA - Medicare/OASDI	50,750	1.450%
SUI (SUTA)	115,150	3.290%
FUI (FUTA)	23,800	0.680%
Workers Compensation	175,000	5.000%
Total Markup for Statutory Payroll Taxes & Other	581,700	16.620%
Total Mark-up for All Other Payroll Related Costs		
Stagehand Pension and HW Benefits & House Head 401(k)	718,923	20.5%
Administrative Salaries and Related Expense	293,801	8.4%
Other General & Administrative Expense	87,733	2.5%
Profit	105,000	3.0%
Total % Markup for All Other Costs	\$ 1,205,457	34.4%
Total Administrative Cost	\$ 1,787,157	51.1%

ASSUMPTIONS:

	AMOUNT	% TOTAL PAYROLL
Stagehand Pension & HW Benefits		
IATSE Membership Pension & HW	\$ 499,000	14.3%
House Head Benefits	201,923	5.8%
401k-House Heads	18,000	0.5%
Total Stagehand Pension & HW Benefits	\$ 718,923	20.5%

	AMOUNT	% TOTAL PAYROLL
Administrative Salaries & Related Expense		
Production Manager	69,998	31,350
Production Payroll	51,481	14,825
Production Operations	56,497	14,825
Production Assistant	40,000	14,825
Total Administrative Salaries & Related Expense	\$ 293,801	8.4%

	AMOUNT	% TOTAL PAYROLL
General & Administrative Expense		
Time & Attendance	\$ 355.00	5
Processing Fees	21,300	0.6%
Insurance	29,250	0.8%
Audit	9,000	0.3%
Letter of Credit Fee	5,000	0.1%
Bonding	5,000	0.1%
W-2 Reporting	300,000	8,000
Other Reports and Expense	2,213	0.1%
Shipping & Handling	2,000	0.1%
Office Supplies	1,820	0.1%
Telephone/Fax	1,500	0.0%
Unemployment Processing	1,000	0.0%
New Hire Reporting	600	0.0%
Computer/Microsoft	\$ 2.00	250
Badges	500	0.0%
Total General & Administrative Expense	\$ 87,733	2.5%

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: THTRS-CE93004-08

Contractor Name: SMG - COLORADO CONVENTION CENTER

By: John F. Burns

Name: John F. Burns
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

