

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DOWNTOWN DENVER PARTNERSHIP, INC.**, a Colorado nonprofit corporation, whose address is 1515 Arapahoe Street, Tower 3, Suite 100, Denver, CO 80202 (the “Contractor”), collectively “the Parties.”

RECITALS:

WHEREAS, activation of the 16th Street Mall and surrounding areas benefits the citizens of Denver by providing opportunities for civic engagement, driving revenue, and improving public safety; and

WHEREAS, the City wishes to reopen the 16th Street Mall after extensive construction by inviting pedestrian traffic to Downtown to celebrate the heritage, history, and future of Denver, build awareness that Downtown is a thriving, safe, and welcoming environment, and positively shift the public perception of Downtown Denver by reigniting a sense of confidence and participation in our city center; and

WHEREAS, the City has requested programmatic services to reopen and activate 16th Street through an activation program (the “Program”); and

WHEREAS, Contractor shall partner with the City to create, promote, and administer the activation of spaces (an “Activation”); and

WHEREAS, Contractor will serve as the administrator of the Program; and

WHEREAS, Contractor is ready, willing, and able to provide the services required by this Agreement; and

WHEREAS, Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

WHEREAS, the Parties entered into an Agreement dated December 2, 2024 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

WHEREAS, the Parties wish to amend the Agreement to increase the maximum contract amount, and update the scope of work and budget exhibits.

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

1. Section 4 of the Agreement entitled "**COMPENSATION AND PAYMENT:**", subsection **d. (1)** entitled "**Maximum Contract Amount:**" is hereby deleted in its entirety and replaced with:

"d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,900,000.00)** (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 Contractor beyond that specifically described in Section 2 hereof. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement."

2. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

3. **Exhibit B** is hereby deleted in its entirety and replaced with **Exhibit B-1, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

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

5. This 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: THTRS-202577777-01/THTRS-202476034-01
Contractor Name: DOWNTOWN DENVER PARTNERSHIP, INC.

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-202577777-01/THTRS-202476034-01
DOWNTOWN DENVER PARTNERSHIP, INC.

DocuSigned by:
Matthew Karnes
By: _____
2189638E054D41E...

Name: Matthew Karnes
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

Scope of Work

DESCRIPTION OF ACTIVITY:

The activation campaign will support the **reopening and activation of 16th Street**, in alignment with Mayor Johnston's vision of creating a **Vibrant Denver**. The goal is to establish 16th Street as a cornerstone of downtown revitalization, fostering vibrancy that can extend to surrounding neighborhoods. Denver Arts & Venues ("DAV") is committed to ensuring that 16th Street becomes an active, engaging, and creative hub for residents, businesses, and visitors for years to come.

Through funding provided by DAV the Downtown Denver Partnership ("Contractor") will execute collaborative projects approved by both parties. **These projects support the reopening of 16th Street which will launch in the summer of 2025.** While some permanent and temporary activations will have a life span beyond 2025, the primary work for this agreement will launch and complete by the end of 2025. Activations include but are not limited to the following:

- **Vacant Storefront Art Installations**
 - Building on the Contractor's retail activation strategies, this program will focus on activating retail and other vacant spaces along 16th Street with art installations and/or window decals. The installations will showcase a diverse collection of Denver artists and neighborhoods and may have a gamification component as a way to move people from one block to the next.

- **Enhanced Street Connections (Curtis Street to Arts Complex)**
 - This activation will serve as a pilot on how to better connect major destinations like the Denver Performing Arts Complex to and from 16th Street. Funding can support marquees, a street banner program, improved lighting, and wayfinding. Since the funding is limited, this is meant to be part of a phase 1 short term solution to align with the reopening of 16th Street in Summer 2025.

To the extent funding is not fully expended by the above listed programs or is otherwise available, Contractor may recommend additional activation projects that are consistent with the City's strategic priorities and the overall vision for downtown activation to the Director for approval. This may include a variety of activities including but not limited to:

- **Large-Scale Events or Entertainment Series to Attract Visitors to 16th Street:**
 - Coordinate one-time or ongoing events along 16th Street to activate Denver's downtown corridor with engaging, consistent programming. These temporary activations will encourage people to explore local retailers' permanent installations, while coming for the enhanced entertainment offerings. Programming could range from block parties and weekly markets featuring local musicians, performers, and artists to high-profile, large-scale events showcasing national and international talent. Additionally, the Contractor

should consider allocating funds to promote these events and general awareness of 16th Street's reopening as the primary promoter.

- **Temporary or Permanent Artistic Installations to Enhance the Everyday Experience on 16th Street:**
 - Identify opportunities to add artistic activations along the 16th Street corridor, particularly where ground floor retail is vacant or delayed. These should be elements that add joy and vibrancy to the block, like interactive play features for kids, beautification of utility features, local pop-up retailers and other unexpected moments of joy that enhance the everyday experience. The intention is semi-permanent or permanent, these are not meant to be installed and taken down within a quick window of time for an event.
 - **Improving Public Realm and Visitor Experience**
 - Consider ways to ensure a safe and enjoyable downtown experience for visitors. This mean elevating security and safety during events or increasing everyday presence of safety.

Program Objectives:

- Drive pedestrian traffic to Downtown Denver
- Build awareness that Downtown is a thriving, safe, and welcoming environment
- Celebrate the heritage, history, and future of Denver, powered by the diverse and inclusive communities that are Denver
- Positively shift public perception of Downtown Denver and reignite a sense of confidence and participation in our city center
- Support all businesses along 16th Street and strive to fill vacancies in and around Downtown

Contractor may submit additional proposals in writing at any time. Upon execution of the agreement, Contractor will submit a draft proposal for each of the specifically identified activations to DAV for review and approval. All proposals must align with the objectives outlined above and support the reopening of 16th Street. Approval of the draft proposal from DAV's Director is required before funds can be disbursed and projects can proceed. The Contractor will work closely with DAV on any large changes to the programming format or timelines.

Process:

1. DAV will deliver funds ("DAV Funds") to the Contractor, which shall be used to create, promote and implement specific activation approved programs, including DDP program support and administrative support.

2. Contractor will serve as both the administrator and the project manager of the program and will be responsible for the outreach, marketing, management and contracting mechanisms with any vendors or contractors to fulfill the program elements.
3. Contractor acknowledges that funds cannot be used for any other purpose. A separate accounting of these funds will be made available by Contractor to DAV upon request.
4. Contractor may self-produce or partner with third parties to setup, design, support, or produce programs and activations.
5. General DDP Administrative Support (the City will reimburse contractor for administrative costs at the rate of 10% of all program related expenses).
 - a. Finance and accounting
 - b. Executive Oversight from Partnership team of all aspects of the program, including marketing, media relations, production, community engagement, business outreach and support and administration.
 - c. Other administrative costs such as rent, office equipment, bank fees, etc.
6. Contractor alone is responsible for retaining and making payment to providers for marketing, program management and close-out of all DDP-led programmatic services related to this contract.
7. The Contractor shall recognize DAV as the funders of the program and Contractor as the administrator. Contractor will use City marks and/or "supported by Denver Arts & Venues" in promotional material, media, press releases, signage, application materials and other marketing and program deliverables as approved by the Director.
8. The Contractor in partnership with DAV is responsible for communication regarding the program. Any communication distributed by Contractor will be made available to the Director for review and approval.
9. Contractor agrees to document activations, where feasible, including photographs, video, etc. for purposes of promotion, final report and success metrics.
10. The Director and Contractor will mutually agree on success factors for Activations, which may be based on, but are not limited to:
 - a. Total funds disbursed for program activation
 - b. Business/Organization ownership demographics and industry
 - c. Length of activation (if applicable)
 - d. Business/Resident/Tenant post-activation survey responses, if applicable
 - e. Foot traffic, if available
 - f. Crime statistics pre and post-activation, if available

REPORTING AND ACCOUNTABILITY:

The Contractor will provide quarterly financial and administrative reporting to DAV detailing

1. The total amount spent from inception to date and total amount remaining,
2. the progress of each project, and any measurable outcomes related to the reopening and activation of 16th Street. These reports will help track the success of the initiatives and ensure that the funding is being utilized effectively to achieve the desired outcomes.

DAV and the Contractor shall determine how to handle single event reporting prior to activation which may include information such as attendance, demographics, survey response data, and

other reporting measures. The Director may waive the event report requirement in appropriate instances.

**EXHIBIT B - 1
BUDGET**

Total amended contract amount: \$1,900,000

Funding may not be reallocated from one Activation to another without the prior approval in writing of the Director or her designee. Funding may not be allocated to any Rebranding or Repositioning efforts.

Program Costs:

The Contractor will invoice DAV on a monthly reimbursement basis for all vendor or contractor payments used for researching, developing, managing, and executing the activations. Reimbursement for program-related staff shall be based on actual hours of work performed by DDP staff, at the approved designated rate, with supporting documentation in the form of signed time logs. Program-related staff shall be defined as staff involved in direct support of activations and shall not include finance and accounting personnel, any personnel engaged in oversight from the Partnership team, or other indirect aspects of the program, including media relations, community engagement, business outreach and support, and administration.

Administrative Expenses:

The Contractor will also invoice DAV monthly (typically included within the monthly programmatic invoice) for administrative expenses associated with the program at the rate of 10% of the total programmatic expenses expended to date.

Terms of Payment:

DAV shall issue payment to the Contractor net – 5 meaning that payment will be issued on the 5th day following the receipt of a complete and responsive invoice.