

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT (this “Amendatory Agreement”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership, with an address for notice purposes of 2400 Market Street, Philadelphia, PA 19103 (the “Contractor”).

BACKGROUND:

WHEREAS, the City and Contractor entered into that certain Agreement, with a term that commenced on April 1, 2020, and which was amended on April 23, 2020 (collectively, the “Agreement”), by which Contractor agreed to provide various facility services to the City; and

WHEREAS, the City declared a state of local disaster emergency on March 12, 2020 pursuant to C.R.S. 24-33.5-701, *et seq.*, brought on by the spread of COVID-19, the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020 on the same basis, and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis;

WHEREAS, the parties seek to extend the Agreement until December 31, 2020, with an option to further extend and modify the maximum contract amount accordingly, and also to increase the scope of services to be provided; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Agreement and herein contained the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.
2. Section 3 of the Agreement is hereby modified by deletion of “June 30” which shall be replaced with “December 31”.
3. Section 3 of the Agreement shall be modified by deletion of the following language after the third sentence:

“The term of this Agreement may be extended for three months, from July 1, 2020 through September 30, 2020, by Director in her discretion (“Extension Option”). Director shall provide written notice to Contractor of the City’s election to exercise the Extension Option at least ten (10) days prior to expiration of the Term.”

Which shall be replaced with:

“The term of this Agreement may be extended for three months, from January 1, 2021 through March 31, 2021, by Director in her discretion (“Extension Option”). Director shall provide written notice to Contractor of the City’s election to exercise the Extension Option at least ten (10) days prior to expiration of the Term.”

4. Section 4.4.1 of the Agreement shall be modified by deletion of “TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00)” which shall be replaced with “FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$4,500,000.00)”.
5. Exhibit A shall be modified by the addition of the following language:

Sink Scope of Work

- Contractor will provide soap and paper towels for sinks and locations within the facilities that are first designated in writing by City.
- Contractor will repair or replace any broken sinks requested by City.
- Contractor shall not be responsible for daily cleaning, filling or relocation of sinks.

Laundry Scope of Work

- Contractor will pick up dirty laundry and return it clean the next business day, as requested, up to five (5) days per week (M-F)
- Contractor will process all laundry through its BIO wash to ensure laundry is properly cleaned.”

6. Exhibit B shall be modified by the addition of the following language:

“Notwithstanding anything contained in this Exhibit B, or otherwise in this Agreement, Contractor’s work re: provision of soap and paper towels and repair and replacement of sinks shall be billed at a rate of \$225 total, per sink, per week. Contractor shall not provision, repair or replace any sinks, and the City shall not be responsible for any sink associated costs, until or unless such unit is specifically designated in writing by Director or her designee.”

7. Contractor consents to the use of electronic signatures by the City. This Second Amendatory Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Second Amendatory Agreement solely because it is in electronic form or because an electronic record was

used in its formation. The Parties agree not to object to the admissibility of this Second Amendatory Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the basis that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

8. The Parties agree that this Second Amendatory Agreement shall be deemed effective as of September 30, 2020.
9. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

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Contract Control Number:
Contractor Name:

THTRS-202055945-02
ARAMARK SERVICES 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-202055945-02
ARAMARK SERVICES INC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: THTRS-202055945-02
Contractor Name: Aramark Management Services Limited Partnership

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-202055945-02
Aramark Management Services Limited Partnership

By: Aramark SMMS LLC, its general partner

DocuSigned by:
By: Mark R. Adams
F8D654C2EF504E8...

Name: Mark R. Adams
(please print)
Title: VP Finance
(please print)

ATTEST: [if required]

DocuSigned by:
By: Christopher Stearns
7577B0DE39E34AB...

Name: Christopher Stearns
(please print)
Title: Assistant Secretary
(please print)