

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT (referred to as “Amendatory Agreement”, or “Second 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 of 2400 Market Street, Philadelphia, PA 19103 (the “Contractor”).

BACKGROUND:

WHEREAS, the City and Contractor entered into that certain Agreement, dated January 18, 2018, as amended by that certain Amendatory Agreement dated January 31, 2019, and that certain Second Amendatory Agreement dated December 11, 2020, (collectively, the “Agreement”), by which Contractor agreed to provide various facility services to the City; and

WHEREAS, the Parties wish to amend the Agreement to change the Contractor’s address, increase Payment and to make such other amendments herein set forth.

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. The parties acknowledge that the Health and Safety Restrictions Period, as defined and described in the Second Amendatory Agreement, concluded on June 21, 2021, at Red Rocks Amphitheatre, and July 1, 2021, at all other Arts & Venues locations, as set forth in the Reopening Notice sent by DAV to Contractor dated June 16, 2021.

2. Notices sent to Contractor pursuant to Section 29 of the Agreement, entitled “**NOTICES:**”, shall hereafter be sent to the Contractor at the address first above written.

3. Section 6(c) of the Agreement shall be modified by deletion of “Thirty Million Dollars (\$30,000,000.00)”, which shall be replaced with “Sixty-Four Million Dollars (\$64,000,000.00)”.

4. Section 18 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT:**”, is hereby deleted in its entirety and replaced with:

“**18. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this 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.”

5. Section 43 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**”, is hereby deleted in its entirety and replaced with:

“43. 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 shall 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 either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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 such 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 any 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.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If 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 such 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.”

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

5. This Third 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.

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

Contract Control Number: THTRS-202264155-03/Alfresco # THTRS-201736911-03
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-202264155-03/Alfresco # THTRS-201736911-03
ARAMARK MANAGEMENT SERVICES LIMITED
PARTNERSHIP

DocuSigned by:
By: Katherine Tracy
43CF6FCCA4B4419...

Name: Katherine Tracy
(please print)
Title: VP Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)