

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **KM CONCESSIONS, LLC**, a Colorado limited liability company doing business at 4655 Humboldt, Denver, Colorado 80216 (the “Contractor”), jointly (“the Parties”).

WITNESSETH:

WHEREAS, the Parties entered into Agreement dated April 16, 2020 (the “Agreement”), amended by the Amendatory Agreement dated May 15, 2020 and a Second Amendatory Agreement dated June 22 2020, to contract 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 .

WHEREAS, the Parties wish to amend the Agreement to extend the term and increase funding.

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

1. Paragraph 3 of the Agreement entitled **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 June 30, 2021. The Parties may extend the Term upon mutual agreement by letter approval of the Executive Director or her designee.”

2. Paragraph 4(d)(1) of the Agreement entitled **COMPENSATION AND PAYMENT** “**Maximum Contract Amount**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN MILLION SIX HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED FIVE DOLLARS (\$7,645,405.00)** (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 Contractor beyond that specifically described in Exhibit A-3. Any services performed beyond those in Exhibit A-3 are performed at Contractor’s risk and without authorization under the Agreement.”

3. Exhibit A-2 is replaced by Exhibit A-3, attached hereto and incorporated herein.
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.

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Contract Control Number: HOST-202157947-03
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

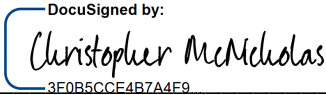
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By:

By:

Contract Control Number:
Contractor Name:

HOST-202157947-03
K-M CONCESSIONS LLC

By:  _____
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Name: Christopher McNicholas
(please print)

Title: General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-3

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

CONTRACTOR LEGAL NAME: K-M Concessions, LLC.

CONTRACT # HOST 202157947

I. INTRODUCTION

Period of Performance Start and End Dates: April 9, 2020 – June 30, 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 **\$7,645,405,000**. These emergency funds will be provided to the K-M 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

1. 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.

2. 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 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.

3. 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 2020 through February 2021 Contract Amount	\$5,645,405.00
Included meals, snacks between April 2020 and February 2021.	
2021 Amendment Amount	\$2,000,000.00
Includes meals, snacks and hourly staffing if needed under the terms of this scope from February 2021 through the contract term.	
Total	\$7,645,405.00
Meal and Snack Billing Rates	
Per Meal	\$8.50
Per Snacks	\$2.50
Staffing Billing Rates	
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