

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**, a Delaware limited partnership, whose address is 2400 Market Street, Philadelphia, PA 19103 (the “Contractor”), individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Agreement dated April 28, 2020, and an Amendatory Agreement dated October 14, 2020 (collectively, the “Agreement”), to provide certain beverage 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 Agreement expired by its terms on March 31, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to extend the Agreement with an option to further extend as set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. The Parties agree that this Revival and Second Amendatory Agreement shall be deemed effective as of April 1, 2021.
2. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.
3. Section 1 of the Agreement, titled “**COORDINATION AND LIAISON**,” is amended to read as follows:

“1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all

services under the Agreement with the Executive Director (the “Director”) of the Department of Housing Stability (“Agency” or “HOST”), or the Director’s Designee.”

4. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM**: This Agreement will commence on April 16, 2020, and will expire, unless sooner terminated, on September 30, 2021 (the “Term”). The term of this Agreement may be extended for three months, from September 30, 2021, through December 31, 2021, by the Director in their discretion (“Extension Option”). The Director will provide written notice to the Contractor of the City’s unilateral election to exercise the Extension Option at least ten (10) days prior to expiration of the Term.”

5. Subsection 4.4.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended to read as follows:

“**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00) (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Director in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

6. Subsection 6.2 of the Agreement, under the title “**TERMINATION**,” is amended to read as follows:

“**6.2.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon two (2) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.”

7. Section 19 of the Agreement, titled “**NOTICES**,” shall be modified by deletion of: “Director of Denver Arts & Venues (or her/his designee) 1245 Champa Street Denver, CO 80204” which shall be replaced with “Department of Housing Stability 201 West Colfax Avenue, 6th Floor, Denver, CO 80202.”

8. The Contractor consents to the use of electronic signatures by the City. This Revival and 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 Revival and 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 Revival and 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.

9. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
10. This Revival and Second Amendatory Agreement is not 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: GENRL-202157958-02 / THTRS-202054425-02
Contractor Name: Aramark Sports and Entertainment Services, 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


By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202157958-02 / THTRS-202054425-02
Aramark Sports and Entertainment Services, LLC

By:  _____
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Name: Danielle Lazor
(please print)

Title: Vice President, West Region
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)