

## SIXTH AMENDATORY AGREEMENT

**THIS SIXTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **JBK HOTELS, LLC**, a Delaware limited liability company, whose address is 270 St Paul Street, Suite 200, Denver, CO 80206 and with a mailing address of Po Box 158, Golden, CO 80402 (the “Contractor”), jointly “the Parties” and individually a “Party.”

**WHEREAS**, the Parties entered into an Agreement dated May 13, 2020 (City Clerk File No. 202054604-00) for the provision of necessary meal services in response to the COVID-19 pandemic, as amended by an Amendatory Agreement dated September 16, 2020 (City Clerk File No. 202055636-01), a Second Amendatory Agreement dated January 14, 2021 (City Clerk File No. 202057167-02), a Third Amendatory Agreement dated July 8, 2021 (City Clerk File No. 202159070-03), a Revival and Fourth Amendatory Agreement dated November 3, 2021 (City Clerk File No. 202160649-04), and a Revival and Fifth Amendatory Agreement dated February 3, 2022 (City Clerk File No. 202161630-05) (collectively, the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**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 agree as follows:

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

“**3. TERM:** The term of this Agreement shall begin on the date the City delivers a fully executed electronic copy of this Agreement via electronic mail to the Contractor at jonathangandhi@gmail.com (the “Effective Date”) and terminate at 11:59 P.M. on December 31, 2022 (“Term”), *provided, however*, the Parties agree that the City may terminate this Agreement at any time upon expiration of the Public Health Emergency, as that term is defined under the Nationwide Emergency Declaration.”

2. 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 Three Million Three Hundred Thirty-Nine Thousand Seven Hundred Dollars (\$3,339,700.00) (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 performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. A new Subsection 39.9 titled, “**Expiration of FEMA Provisions**,” is hereby added to the Agreement as follows:

“**39.9. Expiration of FEMA Provisions:** The Contractor shall comply, to the extent certain provisions are applicable to the Agreement, with the FEMA provisions incorporated herein; *provided, however*, the Parties acknowledge that during the Term (as

extended by this Sixth Amendatory Agreement), that the FEMA grants program may be terminated. Upon the expiration or termination of the FEMA Public Assistance program, including any wind-down periods, the FEMA provisions shall no longer apply, and the Contractor shall no longer have any obligation to comply with the FEMA provisions.”

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Sixth 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.

**Contract Control Number:** FINAN-202262776-06 (FINAN-202054604-00 – Original Agreement FINAN-202055636-01 – Amendment #1; FINAN-202057167-02 – Amendment #2 FINAN-202159070-03 – Amendment #3; FINAN-202160649-04 –Amendment #4; FINAN-202161630-05 –Amendment #5)

**Contractor Name:** JBK HOTELS, 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:** FINAN-202262776-06 ((FINAN-202054604-00 – Original Agreement FINAN-202055636-01 – Amendment #1; FINAN-202057167-02 – Amendment #2 FINAN-202159070-03 – Amendment #3; FINAN-202160649-04 –Amendment #4; FINAN-202161630-05 –Amendment #5)

**Contractor Name:** JBK HOTELS, LLC

By:  \_\_\_\_\_

Name: Jonathan Gandhi  
(please print)

Title: Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **EXHIBIT A**

### **Scope of Work**

The scope for the food services agreement is as follows:

- Hotels to provide through caterer or other provider 3 meals per day per person
- \$25/day/guest
- Meals dropped off at the door of the guest
- Meals should be healthy; while warm meals are encouraged they may be cold and boxed
- Need ability to address dietary and allergy requirements
- Charges should be based upon actual meals delivered