

ELEVENTH AMENDMENT TO AGREEMENT

THIS ELEVENTH AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the “**City**”), and **SKYPORT HOLDINGS, LLC d/b/a POUR LA FRANCE** (the “**Concessionaire**”) (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into Concession Agreement No. AC39022 (the “**Agreement**”) for the operation of a concession at Denver International Airport (“**DEN**”);

WHEREAS, the Parties want concession employees at DEN to have free access to public transportation, as a benefit to employment and to encourage eco-friendly transportation to and from DEN; and

WHEREAS, the Regional Transportation District (“**RTD**”) offers an EcoPass Program (the “**EcoPass Program**”) which makes certain RTD transit services available to eligible employees; and

WHEREAS, the City and RTD intend, without obligation, to annually enter into master contracts that allow eligible DEN concessionaires to pool their employees together and receive the lowest effective pricing for the EcoPass Program; and

WHEREAS, Concessionaire will reimburse the City for the Concessionaire’s proportional cost of the EcoPass Program under the RTD Master Contract;

NOW, THEREFORE, for and in consideration of the privileges herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

1. The attached Exhibit, “**Exhibit RTD**” is hereby attached to and incorporated in the Agreement.
2. Except as provided herein, all provisions, terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.
3. This Amendment to the Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

**END OF AMENDMENT
SIGNATURE PAGES AND EXHIBIT TO FOLLOW**

Contract Control Number:
Contractor Name:

PLANE-202367546-11 / Alfresco AC 39022-11
SKYPORT HOLDINGS, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202367546-11 / Alfresco AC 39022-11
SKYPORT HOLDINGS, LLC

By:

DocuSigned by:

David Mosteller

D5A0ACB8FDCD4C3...

Name:

David Mosteller

(please print)

Title:

Manager

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit RTD

EcoPass Program

1. The City may, in its discretion, annually execute a contract (the “**RTD Master Contract**”) with the Regional Transportation District (“**RTD**”) to allow Concessionaire and other eligible DEN concessionaires to enroll their Eligible Employees in RTD’s EcoPass Program (as the terms “**Eligible Employee**” and “**EcoPass Program**” are defined in the applicable RTD Master Contract). The City will execute these contracts for the benefit of the concessionaires who the City and RTD determine are eligible to participate in the EcoPass Program, on the condition that each eligible concessionaire participates in the EcoPass Program and compensates the City for its proportional number of Eligible Employees. The City is under no obligation to execute an RTD Master Contract and may at its sole discretion elect not to.

2. Every RTD Master Contract that the City executes for the above purpose will by its existence obligate the Concessionaire to participate in the EcoPass Program under the terms of this Exhibit. Concessionaire will enroll all Eligible Employees at DEN in the EcoPass Program. Concessionaire agrees that this obligation extends to all Eligible Employees that are employed by Concessionaire at DEN, including Eligible Employees that work at concession locations that are not under this Agreement, regardless of whether these obligations are found in the respective contracts for such other concession locations.

3. Any terms or conditions from an RTD Master Contract that by their nature implicate Concessionaire and require certain performance by Concessionaire for the City to fulfill its obligations under the RTD Master Contract are by reference incorporated in this Exhibit. Any dispute or ambiguity regarding Concessionaire’s obligations in connection with any RTD Master Contract will be resolved by the City in the City’s reasonable discretion.

4. Within 30 days after notice from the City, Concessionaire will provide the City with the total number of Eligible Employees to be enrolled in the following year’s EcoPass Program.

5. Concessionaire will pay in full the amount billed for its Eligible Employees within 30 days from the date of the City’s invoice. Late payments are subject to accrued interest according to the Agreement’s terms for late payment. Payments that are over 10 days late may be treated as a default, permitting the City to draw from the applicable Surety, Performance Bond, or Letter of Credit, or exercise any other right or remedy available for default under the Agreement.

6. Concessionaire will promptly provide any relevant documentation requested by the City or RTD in connection with Concessionaire’s Eligible Employees’ participation in the EcoPass Program.

7. Concessionaire is solely responsible for administering the EcoPass Program for its Eligible Employees in accordance with RTD’s guidance and requirements.

8. The City makes no guarantee or warranty regarding Concessionaire’s satisfaction with or use of the EcoPass Program. Concessionaire will hold the City harmless for any loss, damage, injury, or claim that may arise from Concessionaire’s participation in the EcoPass Program, including but not limited to early termination by the City or RTD of the EcoPass Program.

9. Because the form and substance of a given RTD Master Contract and the EcoPass Program may change over time, if any ambiguity arises in this Exhibit due to changes in party names, program titles, definitions, or other terms in an RTD Master Contract, the ambiguity will be resolved by the City in its reasonable discretion.

10. The Parties agree that unforeseen changes to the EcoPass Program or the terms and conditions of the RTD Master Contract may require the Parties to modify their obligations under this Exhibit to give effect to its intent. Therefore, the Parties agree that the City may amend this Exhibit by letter executed by the CEO or the CEO's Authorized Representative, without the need for formal amendment.

CONTRACT EXECUTIVE SUMMARY



Project Title: Pour La France 11th Amendment Concession RTD-EcoPass Program		Type: CAM - Contract Amendment
		Action Requested: Initial Contract Approval for Amendment
1. Division: Revenue	2. Project Manager: Branden Sowers	
Cost Center: 6021030 Concessions	Attorney: Brent Larson	
	Assigned CA: Tracy Garippo	
3. Contract Type: Revenue	4. Type of Process: Non-Competitive Amendment	
Request Type: Services	Procured By: Contract Procurement	
5. City Council: Yes	6. Supplier Signature Type: Electronic Signature	
Prevailing Wage: No	If Electronic Signature, Provide Signatory Name and Email: David Mosteller mosteller@skyportco.com	
Westin Hotel Impacted: No		
M/WBE As Prime Contract: No		
7. Supplier Name: Skyport Holdings, LLC	8. Budget over contract term including option years:	
Supplier Address: 8231 East Prentice Avenue Greenwood Village, CO 80111		
Contact Name: David Mosteller		
Contact Phone: 303-882-7000		
Email Address: mosteller@skyportco.com		
Entity Type: Colorado Limited Liability Company		
State of Inc.: Colorado		
9. Proposed Advertisement Date: <input checked="" type="checkbox"/> Check if N/A	10. Competitive Selection Information: <input checked="" type="checkbox"/> Check if N/A	
11. Contract Term	12. Contract #: 202367546 / Legacy #AC 39022	
<u>This Request</u>		
Start Date: Date of Execution	Amendment #: 11th	
End Date: 09/01/2024	WD Supplier Contract #: N/A	
14. Goals: N/A	15. Contract Procurement Comments: N/A	

A. Provide a project description, including the scope of work, how the budget/fee structure was established, and the driving need for this procurement:

This request is for a non-competitive amendment between concessionaire referenced in Section 7 above and Denver International Airport (DEN). This amendment will allow the concessionaire to participate in the Mini Master Contract between DEN and Regional Transportation District (RTD). The Mini Master Contract between DEN and RTD will reduce the cost for the EcoPasses for all participating entities regardless of the size of the organization to \$632 per pass. Concessionaires will then reimburse DEN for this agreed upon amount.

B. If the requested contract amount is over \$10 million, provide an explanation as to why it can't be broken into smaller contracts:

Not applicable.

C. Describe the selection process details and how this procurement complies with Memorandum No. 8B to Mayoral Executive Order No. 8:

Non-competitive Amendment: This procurement qualifies for the continuity of service exception under Memorandum No. 8B and will not be competitively procured.

This amendment request will help support the concessionaire and their workforce by providing a reduced EcoPass for all, regardless of the size of their organization.

D. If this procurement request is for an amendment, please describe what alternatives are available to meet the needs of DEN:

Not applicable.

E. Current Contract Details:

Contractor Name:	Skyport Holdings, LLC	Effective Date:	2/28/1995
Contract #:	AC 39022	Expiration Date:	1/31/2017
WD Supplier Contract #:	N/A	Original Contract Amount:	N/A

F. Budget Details:

This contract is encumbered by (check all that apply):				Funding Source:			
<input checked="" type="checkbox"/> Annual		<input type="checkbox"/> On-Call Task-Based		<input type="checkbox"/> O&M		<input type="checkbox"/> O&M and CIP	
<input type="checkbox"/> Full Amount		<input type="checkbox"/> Task-Based Project Specific		<input type="checkbox"/> CIP		<input checked="" type="checkbox"/> N/A – Revenue	
Federally Funded (Grant)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				ROCIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Budget	2023	Year	Year	Year	Year	Year	Total
Revenue	Rate x Employees	Enter	Enter	Enter	Enter	Enter	Rate x Employees

G. Additional Approvals (If required):

<p>Non-Competitive Process: Is this contract being procured through a non-competitive process?</p> <p>Yes</p> <p>Phillip A. Washington – Chief Executive Officer</p>	<p>*Contract Procurement routed all 72 amendments in a compiled document for a single signature through Adobe Sign on 3/29/2023.</p>
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DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000



MEMO

Date: 4/26/2023

To: Mike Nakornkhet, Chief Financial Officer

From: Randy Mata, Manager, Contract Procurement

Subject: RTD EcoPass Program Concessions
Amendments

The following compiled document includes 75 Contract Executive Summaries for the Concessions amendments related to the RTD EcoPass Program. These amendments between the participating concessionaires and Denver International Airport (DEN) will allow the concessionaire to participate in the Mini Master Contract between DEN and Regional Transportation District (RTD). The Mini Master Contract between DEN and RTD will reduce the cost for the EcoPasses for all participating entities regardless of the size of the organization to \$632 per pass. Concessionaires will then reimburse DEN for this agreed upon amount.

In order for Contract Procurement to move these amendments forward, please provide your approval for all 75 amendments in the following space below. This will eliminate the need to route 75 manual rounds in Jaggaer for the CFO agency approval step.

<p>CFO Approval</p> <p>Mike Nakornkhet, CFO</p>	<p><i>Mike Nakornkhet</i></p> <p>Apr 26, 2023</p>
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