

## AMENDATORY AGREEMENT

**THIS 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 **LEO EVENTS, LLC**, a Tennessee limited liability company, with its principal place of business located at 411 Monroe Ave., Memphis, TN 38103 (the “Contractor”), jointly “the parties”.

The City and the Contractor entered into an Agreement dated **April 19, 2023** for services (the “Agreement”). The Parties now wish to modify the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibit A** in the existing Agreement shall be amended to read **Exhibits A and A-1**, as applicable. **Exhibit A-1** is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: This Agreement will commence on **April 1, 2023** and will expire on **December 31, 2024** (the “Term”). The Term may be extended by the City under the same terms and conditions for up to one (1) additional one (1) year renewal terms by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. Section 36 of the Agreement titled “**PAYMENT OF MINIMUM WAGE**” is amended by deleting it and replacing it with the following:

“**36. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly

acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

5. This 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.

**End.**  
**Signature pages follow this page.**

**Contract Control Number:** THTRS-202472502/THTRS-202366494-01  
**Contractor Name:** LEO EVENTS 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:**

THTRS-202472502/THTRS-202366494-01  
LEO EVENTS LLC

By:  DocuSigned by:  
C7D8CBD6027B4D8...

Name: Kent Underwood  
(please print)

Title: Principal  
(please print)

ATTEST: [if required]

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

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

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

## Exhibit A-1 Scope of Work

### SCOPE OF WORK:

The selected contractor shall be responsible for all aspects of planning, operating, and producing, a large-scale community festival. This will include but is not limited to:

- Scheduling and/or attending all meetings deemed necessary for professional event production.
- The hiring of subcontractors to provide equipment and support services for the day of the event, including: stage, sound and electrical services, and provision of mobile/trailer staging, lighting, furniture, musical equipment (backline equipment), road closure assistance, including barricades, fencing, tents, portable restrooms, recycling, compost and refuse containers and collection, and any other accessories as deemed necessary.
- Recruiting vendors to sell food and other products. Supervising vendor set-up, break-down, and event day activities.
- Ensuring the festival has a professional presence – staging, tables and chairs, and tents, etc. are uniform in look and in excellent working order.
- The hiring of licensed, unarmed security personnel and off-duty police officers based on current recommendations from the City of Denver Police Department to ensure festival security, including setup, event day and strike.
- The recruitment, training, scheduling, and supervision of volunteers.
- Arranging for all required permits.
- A final Event Production/Staffing Plan, including breakdown of paid staff, volunteers, subcontractors, etc., with a contact list of all key personnel submitted to DAV Program Manager not less than thirty (30) days prior to event.
- Coordinating with and completing all requirements for the City of Denver, Office of Special Events (OSE).
- Submission of a run-of-show to DAV not less than two weeks before the event including but not limited to: detailed event logistics; stage, sound and backline set-up time; signage setup schedule; vendor set up coordination; pre-event, day-of, and post-event clean up; etc.
- Submission of an Emergency Action Plan not less than Forty-five (45) days prior to event date to the DAV Project Manager (final to be submitted to OSE thirty [30] days) before the event including emergency exit plan, emergency signage, locations of emergency services on site, security protocols – line of command, communications, etc. Please see below on the content requirements: <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Office-of-Special-Events/Special-Events>
- Music licensing and reporting for artist set lists.
- Securing an unaffiliated, non-profit partner who will obtain a liquor license and sell alcoholic beverages during the event; non-profit partner will be responsible for all costs related to alcoholic beverage sales, including but not limited to: signage, staffing, materials, and equipment.
- Post-event cleanup, to meet or exceed satisfaction of DAV during final walkthrough review.

The selected contractor **will not** be responsible for advertising, music selection or photography services.

The City of Denver will retain all rights to materials and naming.

All subcontractors will be subject to review and approval by the DAV Program Manager.

**OFFICE OF SPECIAL EVENTS:**

The selected contractor will be responsible for complying with City and County of Denver Special Events requirements and deadlines as highlighted in the *Office of Special Events (OSE) Special Event Planning Guide*. A comprehensive list of tasks can be found on the City of Denver, Office of Special Events at:

<https://www.denvergov.org/files/assets/public/special-events/documents/info/eventplanningguideupdated010422.pdf>

These requirements may include but are not limited to:

- Event Information including the dates and attendance.
- All pertinent event details and permits including:
  - o Road Closures
  - o Rolling Road Closures
  - o Parking Meters
  - o Temporary Zone Use
  - o Denver Sales Tax
  - o Food Safety
  - o Special Event Liquor Permits
  - o Denver Police
  - o Security Guard Licenses
  - o RTD Bus and Light Rail impacts
  - o Fire Permits - Tents
  - o Fire Permits - Other
  - o Generator Permits
  - o Stages and Structures
  - o Amplified Sound
  - o Floats/Inflatables, rides or similar entertainment
  - o Vendor information
  - o Additional information as necessary
- Site Plan and/or Route Map
- Community Notifications
- Emergency Medical Requirement
- Special Event Emergency Action Plan
- Public Health Mitigation Plan (if necessary).

***This list is intended to serve as both a checklist and a guide for tasks related to special events. The needs and requirements may be subject to additions, changes, or modifications by the date of the event.***

**PERFORMERS:**

All performers will be selected by the Five Points Jazz Festival committee. The Contractor will be required to contract with all performers and pay all performers on the day of the event. The contractor will be required to hold a pre-event meeting with performers no later than one week prior to the event. This meeting may be conducted in person, remotely, or as a hybrid in-person/remote meeting.

**MEETINGS:**

Contractor will be expected to attend and conduct meetings as deemed necessary for the successful implementation of the event with the hosting community, Denver Arts & Venues (DAV), the Five Points Jazz Committee, Neighborhood Community Meetings, Business Improvement District Meetings and meetings with the Denver Police Department, the Department of Transportation and Infrastructure, and Denver City Council. The preceding are examples of likely meetings but are not exhaustive.

**INTELLECTUAL PROPERTY:** All maps, signage, logos, images and other intellectual property produced by the contractors specifically for the purposes of planning and promotion of the Five Points Jazz Festival shall be the property of Denver Arts and Venues.

**ALL PRODUCTION NOTES/EVENT FILES** created in the planning and implementation of the Five Points Jazz Festival will be shared with Denver Arts and Venues.

**EQUIPMENT RENTAL:**

The Contractor will be responsible for rental costs of all materials and equipment including but not limited to: heavy equipment (e.g. fork lift trucks, booms, vehicles for moving equipment, etc.), lighting, portable toilets. Contractor may consult industry, the DAV Project Manager or others for recommended service providers. Prioritization must be given to representative neighborhood businesses, followed by businesses physically located in Denver, followed by businesses in the greater Denver area.

**SUB-CONTRACTORS:**

It is anticipated the Contractor will need to sub-contract for both goods and services to ensure a successful event. Due to the unique history this event celebrates, the Contractor will make reasonable efforts to work directly with neighborhood businesses, organizations and associations when procuring various services.

The Contractor will also be required to abide by any terms set under Ordinance to utilize City of Denver certified minority-owned, women-owned, or small business enterprises.

The special event liquor license must be outsourced to a local third-party non-profit organization with a specific mission to support the Five Points neighborhood. The third-party non-profit will be entitled to keep all net revenues from sales (sales less product, personnel, signage and equipment costs) for furthering the non-profit's mission in the Five Points neighborhood.

**VENDORS:**

The Contractor will be responsible for selecting all vendors suitable to a family friendly event and for providing basic equipment, locations for vendors to sell products, and basic services such as electrical service and tents.

The Contractor will set reasonable booth fees, subject to DAV Project Manager review and approval. The contractor will also manage all vendor communications, placement of vendors within the festival footprint, supervise and schedule load-in and load-out, etc.

Contractor will coordinate with DAV ensuring all vendors have paid the applicable fee prior to the event date and deny vendors who have not paid the applicable fee or provided proof of payment.

Payment of booth fees will be made directly to the City and County of Denver via either; 1. An electronic payment portal; 2. By check/money order.

1. Contractor will provide selected vendors with a link to a payment portal, and an invoice upon request by any vendor. DAV will provide the Contractor with the link to the payment portal by April 1 of the applicable year or by a date negotiated between the Contractor and DAV.
2. Payments made by check or money order must be made out to:

Manager of Finance

And must be addressed and mailed to:

Denver Arts & Venues  
C/O Denver Arts & Venues Finance  
1345 Champa St.  
Denver, CO. 80204

Memos should note the business name and "5PJF Booth Fee."

DAV will provide a weekly report to the Contractor which will include the payee name and amount of payment.

The DAV Project Manager retains the right to revise any vendor plan suggested by the Contractor.

**PERMITTING:**

The Contractor will be responsible for obtaining all required permits including but not limited to: fire, street closure, parking meters, generators, and RTD Bus and Light Rail.

Pricing for permits may be invoiced to the City of Denver at cost.

**EVENT PRODUCTION STAFFING PLAN AND SITE PLAN:**

A draft Event Production/Staffing Plan that demonstrates adequate provision for festival planning, permitting, security, vendor, volunteer, stage and waste management, and production (festival set-up, break-down, and day of management), etc. will be submitted by the contractor with Request for Proposal (RFP) Bid submission.

A Site Plan that includes festival footprint; parking (staff, accessible, musician, VIP, and vendors); setup and break down routes; locations of entrances and exits, emergency services, command center, emergency exits, barriers, fencing, stages, vendors, bars, porta potties, and water refill stations, etc. will be shared with the DAV Program Manager not less than One Hundred Twenty (120) days prior to the event.

**SECURITY:**

Contractor will be responsible for providing proper security for the duration (including set-up and break-down) of the event. Security may be provided by a private company; however, the selected contractor must



employ a sufficient number of off-duty police officers during event hours based on projected attendance. Contractor is responsible for ensuring that private security is compliant with all City of Denver Ordinance, rules and regulations regarding licensing and weapons.

**HEALTH AND SAFETY:**

Contractor will be responsible for ensuring properly licensed EMTs are on site. No fewer than four (4) fully licensed EMT's must be available during festival hours. In addition, contract must ensure that one (1) ambulance is available for emergency medical transport, and that no less than one (1) medical station/tent is available during festival hours.

These requirements are subject to Office of Special Events regulations which may require additional personnel and equipment or be more rigorous than the requirements listed above. If there is any discrepancy, the Office of Special Events regulations and requirements shall control.

**WEATHER:**

Weather is inherently difficult to predict and may impact the festival. Except in the case of a tornado, blizzard, or other weather emergency the event is expected to be held. The City shall retain the right to terminate or postpone this Agreement, without penalty, in the event City determines that such action is necessary to ensure the health and safety of the visiting public.

**IN EVENT OF CANCELLATION:**

All prepaid deposits must be returned to DAV prior to issuance of final payment to the Contractor for services rendered and approved event-related costs associated with event cancellation. In the event a subcontractor does not return the entire deposit, Denver Arts & Venues and the Contractor will negotiate a mutually agreeable allocation for the lost portion of the deposit.

**POST-EVENT CLEANUP:**

The Contractor will be responsible for ensuring that the festival footprint and immediate surroundings, including designated event parking, are left in a clean and tidy condition, free of all festival debris, within 24 hours of the posted event conclusion time. This includes return of all rental equipment (fencing, barriers, port-a-potties, hand washing stations, tents, tables, chairs, golf carts, wheelchairs, stage equipment, etc.) and removal of trash, zip ties, signage and other event materials. Contractor will schedule street sweeping immediately after the event, once rental equipment has been removed. The contractor will schedule a post clean-up walkthrough with the DAV Program Manager to ensure area is clean and free of festival trash and equipment.

**SPONSORSHIP:**

DAV retains all rights and permissions to engage sponsors for the Five Points Jazz Festival.

**CONTACT:**

The primary DAV point of contact will be Sonia Rae. Contractor will address all questions to her at:

Contact: Sonia Rae

Email: [Sonia.Rae@denvergov.org](mailto:Sonia.Rae@denvergov.org)

A Contractor key personnel and subcontractor personnel Contact Matrix is to be maintained by the Contractor and provided to DAV at the time of RFP submission. DAV may optionally provide additional contacts to be included in the Contact Matrix. Updates to the matrix are required on a monthly basis by the first Friday of the calendar month.

#### **PROPOSED PRODUCER FEE SCHEDULE:**

Proposed production fee will be paid in installments of:

- Within 30 days of contract execution – 40% of production fee.
- Proof of securing required pre-approved sub-contractor(s) (including proof of securing Minority/Women Business Enterprise [MWBE] partners that meet DSBO goals as highlighted above) has been obtained, subject to review and approval by the DAV Project Manager – 25% of production fee.
- Completion of all steps as highlighted in the Office of Special Events (OSE) Special Event Planning Guide and subsequent receipt of Special Events Permit, subject to review and approval by the DAV Project Manager. – 20% of production fee.
- Upon completion of final debrief and evaluation (including final post-cleanup walkthrough and requested reporting) – 15% of production fee.

#### **REIMBURSABLES:**

The Contractor will be reimbursed for rental costs in relation vendors (tents, generators, tables and chairs), musical production (staging, audio equipment, back line, piano, and other preset musical equipment), accessibility features (ex: wheelchairs, stage lift), Kids Zone equipment and activations (air jumpers, face painters, etc.), as well as fencing, barriers, magnetometers, and other emergency equipment required by fire, police, and EMTs for the safety and security of the festival.

The following are representative examples of reimbursable and non-reimbursable expenses. Non-reimbursable expenses are generally held to be the responsibility of the Contractor and considered part of their fee. Additional costs incurred due to errors or omissions on the part of the Contractor and subcontractors will not be reimbursed.

<b>Production Team Expenses (not reimbursable)</b>	<b>City Event Related Expenses (reimbursable)</b>
All festival production personnel including but not limited to: set-up and break-down crew, trash and cleaning crew, vendor and volunteer management, non-profit partner management of drink ticket sales and drink stations, stage management, security, event management, personnel travel costs.	All emergency staffing including EMTs, uniformed and off duty police officers.
All equipment deemed necessary for event production set-up and break-down as outlined in <b>EQUIPMENT RENTAL</b> in Exhibit A	All equipment deemed necessary for stages, sound, back-line, vendor needs, and safety and security as outlined in <b>REIMBURSABLES</b> above
Fuel, transportation, meals, and housing costs related to production and security personnel for the purposes of the festival.	Volunteer and DAV staff meals. T-shirts for staff and crew (with the exception of security).

Printing costs related to bar and drink stations such as drinks menus (these should be reimbursed by the non-profit partner running the drinks stations).	Printing of: all banners and signs for the event (with the exception of drink stations), maps, credentials for staff, crew, press, and volunteers.
	Permits and musicians fees