

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and the **DENVER REGIONAL COUNCIL OF GOVERNMENTS**, a non-profit Colorado corporation, with an address of 1290 Broadway, Suite 700 Denver, Colorado 80203 (“DRCOG”), collectively the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated July 8, 2008 and amended the agreement on April 14, 2010 and August 2, 2012, to provide a license agreement for aerial image acquisition (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term and increase the compensation to DRCOG.

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

1. Article 2 of the Agreement entitled “**TERM**” is hereby amended to read as follows:

“2. **TERM**: The term of this Agreement shall be from July 8, 2008 through December 31, 2017.”

2. Article 5(b) of the Agreement entitled “**PAYMENT AND LICENSE**” is amended to read as follows:

“5. **PAYMENT AND LICENSE**:

b. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the DRCOG under the terms of this Agreement for any amount in excess of the sum of **NINE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS (\$921,525.00)**. DRCOG acknowledges that the City is not obligated to execute an agreement or an amendment hereto for any further phase of work other than the work described herein, including ‘planimetric’ features derived from the aerial photography which may include, but are not limited to, digitized data such as building footprint polygons (AKA Rooflines), contour lines, edge-of-pavement polygons and other visible features (for an amount up to \$180,000.00), and that any work performed by DRCOG beyond that specifically described is performed at DRCOG’s risk and without authorization under this Agreement. It is understood and agreed that any payment obligated of the City hereunder, whether direct or contingent, shall

extend only to funds appropriated by the Denver City Council for the purposes of this Agreement, encumbered by the expending City agency upon receipt of DRCOG's invoice for the purpose of this Agreement, and paid into the Treasury of the City. DRCOG acknowledges the (i) the City does not by this Agreement, irrevocably pledge present case reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City acknowledges that it is not entitled use of the Product until all amounts due have been paid.”

3. This Third Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-CE83038-03

Contractor Name: DENVER REGIONAL COUNCIL OF
GOVERNMENT

By: J. Schauffele
Name: Jennifer Schauffele
(please print)

Title: Exec. Director
(please print)

ATTEST: [if required]

By: Roxie Ransen
Name: Roxie Ransen
(please print)

Title: Administrative Officer
(please print)



Contract Control Number:

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:

By _____

By _____

By _____

