

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BASE TACTICAL DISASTER RECOVERY, INC.**, a Michigan corporation, registered to do business in Colorado whose address is 847 Southfield Rd., Birmingham, MI 48009 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 28, 2024 (the “Agreement”) to provide management of State and Federal funding related to FEMA funding.

B. The Parties now wish to amend the Agreement to extend the Term and to make such other amendments as are herein set forth.

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

1. Section 3 of the Agreement, entitled “**TERM**”, subsection a. entitled “**Initial Term**”, is amended to read as follows:

“**3. TERM:** The Agreement will commence on February 1, 2024 (the “Effective Date”) of this Agreement and will expire on January 31, 2026 (the “Initial Term”).”

2. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, subsection a. entitled “**Fee**”, is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

a. Fee: The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement **Two Million Twenty-Five Thousand Six Hundred Forty-Two Dollars and Zero Cents (\$2,025,642.00)** per Initial Term and, if all Renewal Terms are effected, total compensation for the services and expenses provided under this Agreement shall not exceed **Two Million Twenty-Five Thousand Six Hundred Forty-Two Dollars and Zero Cents (\$2,025,642.00)**. Amounts billed may not exceed the budget set forth in Exhibits **B and B-1** and may not exceed the maximum annual amounts as shown on Exhibits **B and B-1**.

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, subsection d. entitled “**Maximum Contract Amount**”, subparagraph (1) is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Two Million Twenty-Five Thousand Six Hundred Forty-Two Dollars and Zero Cents (\$2,025,642.00)** (the “Maximum Contract Amount”) if all Renewal Terms are exercised by the City. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in Exhibits B and B-1. Any services performed beyond those in Exhibit B and B-1 are performed at Consultant’s risk and without authorization under the Agreement.”

4. A new section 37, entitled “**CONFIDENTIAL INFORMATION**”, is hereby being added to the Agreement to read as follows:

“**37. CONFIDENTIAL INFORMATION:**

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.”

5. All references to “...Exhibit B...” in the existing Agreement shall be amended to read: “...Exhibit B and B-1...” as applicable. **Exhibit B-1** the Budget is attached and will control from and after the date of execution.

6. As herein amended, the Agreement is affirmed, and ratified in each and every particular.

7. This Amendatory Agreement will not be 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Legacy contract number
Contractor Name:

FINAN-202476142-01
202472728
BASE TACTICAL DISASTER RECOVERY INC

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:

FINAN-202476142-01
BASE TACTICAL DISASTER RECOVERY INC

By:

Signed by:

Katie Wolff

7FD6EC6160EB474...

Name:

Katie wolff

(please print)

Title:

Managing Director

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT B-1
Budget

Respondent Name: BASE Tactical Disaster Recovery

Price Proposal (Based off of Year Long Contract and Current Federal Programs)

Year 1

Year 1			Estimated Cost			
Description (General Requirements/Personnel Task)	Count	Title Profession	Labor Rate	Hours*	Total	Actual Cost
Oversight and Grant Management Strategies, High level technical reviews	1	Principal	\$ 550.00	0.00	\$ -	\$ -
Reporting requirements, eligibility review, technical review and implementation	1	Program Manager	\$ 250.00	2180.00	\$ 545,000.00	\$ 545,000.00
Reimbursement, closeout and audit packages, as needed.	1	Documentation Control	\$ 150.00	2090.25	\$ 313,538.00	\$ 313,538.00
Financial compliance, grant reconciliation, and documentation.	1	Financial Analyst	\$ 106.00	1455.50	\$ 154,283.00	\$ 154,283.00
Subtotal						\$ 1,012,821.00

Year 2

Year 2			Estimated Cost			
Description (General Requirements/Personnel Task)	Count	Title Profession	Labor Rate	Hours*	Total	Actual Cost
Oversight and Grant Management Strategies, High level technical reviews	1	Principal	\$ 550.00	0.00	\$ -	\$ -
Reporting requirements, eligibility review, technical review and implementation	1	Program Manager	\$ 250.00	2180.00	\$ 545,000.00	\$ 545,000.00
Reimbursement, closeout and audit packages, as needed.	1	Documentation Control	\$ 150.00	2090.25	\$ 313,538.00	\$ 313,538.00
Financial compliance, grant reconciliation, and documentation.	1	Financial Analyst	\$ 106.00	1455.50	\$ 154,283.00	\$ 154,283.00
Subtotal						\$ 1,012,821.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InPro Insurance Group, Inc. 2095 E. Big Beaver Road, Suite 100 Troy MI 48083	CONTACT NAME: InPro Insurance Group, Inc PHONE (A/C, No, Ext): 248-526-3260 FAX (A/C, No): 248-526-3261 E-MAIL ADDRESS: certificates@inproagent.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Base Tactical Disaster Recovery 847 Southfield Rd. Birmingham MI 48009	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Great Northern Insurance Co</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B: Auto-Owners Insurance Co</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER D: Accident Fund Ins Co of Amer</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER E: Lloyd's (CS)</td> <td style="text-align: center;">10166</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Great Northern Insurance Co	NAIC #	INSURER B: Auto-Owners Insurance Co	20303	INSURER C: Federal Insurance Company	18988	INSURER D: Accident Fund Ins Co of Amer	20281	INSURER E: Lloyd's (CS)	10166	INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 981429421**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </div> </div>	Y	Y	36043949WUC	8/27/2024	8/27/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4774664501	8/27/2024	8/27/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	100053234	8/27/2024	8/27/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr><td></td><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
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E	Professional Liability			PSN0340062782	8/27/2024	8/27/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$3,000,000</td></tr> </table>	Per Claim	\$2,000,000	Aggregate	\$3,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability on a Primary and Non Contributory basis and Auto Liability when required by written contract: City & County of Denver, its elected and appointed officials, employees and volunteers. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation when required by written contract. 30 day notice of cancellation applies to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver
 201 W Colfax Ave, Dept 1010
 Denver CO 80235

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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