

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and 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 6905 Telegraph Road, Suite 250, Bloomfield Hills, MI 48301 (the "Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant previously entered into an Agreement dated May 28, 2024 as amended on December 6, 2024 (collectively, the "Agreement") to provide management of State and Federal funding related to FEMA funding; and

WHEREAS, matters related to FEMA funding have not yet been resolved so the services are needed for an additional term; and

WHEREAS, the additional term will require additional compensation.

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

1. The additional Budget is attached hereto and incorporated herein as **Exhibit B-2** and all references to "**Exhibits B and B-1**" are hereby amended to read "**Exhibits B, B-1 and B-2** as applicable".

2. Paragraph 3 of the Agreement, entitled "TERM," is amended to read as follows:

3. TERM:

a. Initial Term. The Agreement will commence on February 1, 2024 (the "Effective Date") of this Agreement and will expire on December 31, 2026, (the "Initial Term.")

b. Renewal Terms. The City shall automatically renew the Initial Term for an additional one-year terms subject by appropriation of sufficient amounts for the subsequent year by City Council. The Renewal Term shall be from January 1, 2027 to January 31, 2028 (an "Annual Renewal.")

c. Renewal Procedures; Non-Renewal. The Maximum Contract shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Annual Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed for the subsequent Annual

Renewal Term. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City's obligation to make payments to the Consultant shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

3. Paragraph 4 of the Agreement, entitled "COMPENSATION AND PAYMENT," 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, if all Renewal Terms are effected under the Agreement Two Million Seven Hundred Fifty Four Thousand Three Hundred Ninety Two Dollars (\$2,754,392.00). Amounts billed may not exceed the rates set forth in **Exhibits B, B-1 and B-2** as applicable.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.

c. Invoicing: Consultant shall provide the City with a monthly invoice not to exceed the monthly amounts in **Exhibits B, B-1 and B-2** as applicable and the invoice shall be in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation if all renewal terms are effected will not exceed Two Million Seven Hundred Fifty Four Thousand Three Hundred Ninety Two Dollars (\$2,754,392.00) (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A or reflected in the Budget at Exhibits B, B-1 and B-2**, as applicable, are performed at Consultant's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

every particular.

Remainder of page left intentionally blank.

Contract Control Number: FINAN-202582589-02 / FINAN-202472728-02
Contractor Name: 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202582589-02 / FINAN-202472728-02
BASE TACTICAL DISASTER RECOVERY, INC.

By: _____

Signed by:
7FD6EC6160EB474...

Name: _____ Katie wolff
(please print)

Title: _____ Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-2

Scope of Work

At the direction of and in coordination with the City and County of Denver’s Department of Finance, Contractor shall provide grant management and technical support services related to FEMA COVID-19 Public Assistance and, as requested by the City, other federal grant programs, including the following:

- Grant oversight, program management, and strategy development and implementation
- Eligibility determinations, reporting support, and technical review of reporting
- Financial compliance support, grant reconciliation, and documentation management in accordance with applicable federal requirements
- Preparation and submission of reimbursement requests, grant closeout support, and audit-ready documentation packages
- Technical and advisory support for appeals, arbitration, or other dispute resolution processes related to denied or reduced reimbursement requests

Budget

Year 1 (Feb. 2024 to Jan. 2025) – Estimated Expenditures: **\$1,012,821**

- Basis for estimate included in prior amendment.

Year 2 (Feb. 2025 to Jan. 2026) – Estimated Expenditures: **\$1,012,821**

- Basis for estimate included in prior amendment.

Year 3 (Feb. 2026 to Jan. 2027) – Estimated Expenditures: **\$728,750**

- Basis for estimate is as follows.

Title	Count	Hourly Rate	Total Hours	Total/Title
Principal	1	\$550	0	\$0
Program Manager	1	\$250	1,660	\$415,000
Documentation Control	1	\$150	1,385	\$207,750
Financial Analyst	1	\$106	1,000	\$106,000
Total:				\$728,750

Total Contract Expenditure Maximum: \$2,754,392

Note: The line-item budgets in this Exhibit are estimates only. The City's payment obligation is governed solely by the Maximum Contract Amount of the Agreement, as amended.

Variations in staffing assignments, personnel, or hours shall not affect the City's maximum payment obligation, provided all services remain within the authorized scope and rates.

Funding Source

Services related to FEMA COVID-19 Public Assistance shall be billed to the applicable FEMA Public Assistance funding source. Services supporting any other grants or funding programs shall be billed to an alternative City funding source, as designated by the City, and not to FEMA COVID-19 Public Assistance unless expressly authorized in writing.

Term Extension Option

The Agreement term may be extended for up to one additional year through January 31, 2028 upon mutual written agreement of the parties. Any such extension shall not increase the Maximum Contract Amount, unless expressly authorized through a separate written amendment executed in accordance with applicable requirements.