

REVIVAL AND FOURTH AMENDATORY AGREEMENT

This **REVIVAL AND FOURTH AMENDATORY 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 with its principal place of business located at 847 Southfield Road, Birmingham, Michigan 48009 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated May 6, 2020, a First Amendatory Agreement dated September 17, 2020, a Second Amendatory Agreement dated July 1, 2021, and a Third Amendatory Agreement dated June 28, 2022 (collectively, the “Agreement”) to provide management services for the City and County of Denver's COVID-19 response.

B. The Agreement expired by its terms on December 31, 2023, and Consultant was no longer providing services as of the expiration of this Agreement.

C. The Consultant exceeded the Maximum Contract Amount as reflected in the Third Amendatory Agreement, prior to the expiration of this Agreement.

B. The Parties wish to revive and reinstate all of the terms and conditions of the Agreement in order to amend the Agreement solely to increase the maximum contract amount to allow for payment of a final Consultant invoice, 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. The Agreement is hereby revived and affirmed in its entirety.
2. In Section 4.d of the Agreement, entitled “**Maximum Contract Amount**,

Subsection (1) is amended to read as follows:

“(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$2,367,777.50)** (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 are performed at Consultant's risk and without authorization under this Agreement.”

3. A new Section 35, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is added as follows:

“**35. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Consultant’s provision of Services hereunder, the Consultant 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 Consultant expressly acknowledges that the Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, 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. Exhibit B-3 is amended to reflect the new Maximum Contract Amount as set forth herein.

5. Upon payment of the final invoice owed to the Consultant, the Agreement shall terminate and be of no further force or effect except terms that survive the expiration or termination of the Agreement.

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

7. This Revival and Fourth 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.

8. The Consultant consents to the use of electronic signatures by the City. This Revival and Fourth Amendatory Agreement, and any other documents requiring a signature under this Revival and Fourth Amendatory Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Revival and Fourth Amendatory Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Revival and Fourth Amendatory Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on

the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

Contract Control Number: FINAN-202472925-04 [202054195-04]
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-202472925-04 [202054195-04]
BASE TACTICAL DISASTER RECOVERY, INC.

By:  C66EC709DCB04C3...

Name: Jody Levy
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)