

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Partner”), and **DENVER REGIONAL COUNCIL OF GOVERNMENTS**, a quasi-governmental entity, whose address is 1001 17th Street, Suite 700, Denver, Colorado 80202 (“DRCOG”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated October 30, 2023, and an Amendatory Agreement dated October 31, 2024, for the purchase of aerial photography projects (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution of this Second Amendatory Agreement, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is hereby incorporated into the Agreement as attached.

2. Section 2 of the Agreement, titled “**Term**,” is amended to read as follows:

“2. Term

The term of this Agreement shall be from October 1, 2023, to December 31, 2027.”

3. Section 5 of the Agreement, titled “**Payment and License**,” is amended to read as follows:

“5. Payment and License

In consideration for the payment to DRCOG of the license fee set forth in the Partner’s Letter of Intent to participate in DRAPP, DRCOG grants the Partner a non- exclusive, non-transferable license to the Product to be used strictly and only in accordance with the provisions stated in this Agreement. If the Partner participates in the latest Project, the Partner will receive the current Product (in an electronic format determined by DRCOG) for the geographical area it has specified. If the Partner is unable or chooses not to participate in the current Project, it shall not receive the current Product but may continue to use the past Product in accordance with the terms of this Agreement.

Notwithstanding any other provision of this Agreement, Partner’s maximum payment obligation will not exceed Six Hundred Fifty-Four Thousand One Hundred Fifty-Six Dollars (\$654,156.00) (the “Maximum Agreement Amount”). Partner is not obligated to execute an Agreement or any amendments for any further services, including any services performed by DRCOG beyond that specifically described herein. Any services performed beyond those described herein are performed at the DRCOG’s risk and without authorization under this Agreement. Partner’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the Partner, and encumbered for the purpose of this Agreement. Partner does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to

create a multiple-fiscal year direct or indirect debt or financial obligation of Partner. Partner acknowledges that it is not entitled use of the Current Product until amount due therefore has been paid.”

4. Effective upon execution of this Second Amendatory Agreement, a new Section 17, titled “**Task Orders**,” is hereby added to the Agreement and shall read as follows:

“17. **Task Orders**

The City may request additional deliverables by issuing a Task Order. All Task Orders must be signed by both Parties and shall incorporate the rates, if any, established in this Agreement. Each Task Order must specify: (i) a detailed scope, quote, or order form; (ii) completion timeline; (iii) applicable pricing structure (hourly rates or fixed fee); (iv) payment schedule; and (v) a "not to exceed" amount. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. Task Orders may be amended through a written instrument jointly prepared and signed by authorized representatives of both Parties. The City maintains sole discretion regarding the execution of Task Orders and is not obligated to issue any minimum number. The Contractor is not entitled to compensation for deliverables not expressly authorized by this Agreement or a properly executed Task Order. Expiration or termination of this Agreement automatically terminates all associated Task Orders unless the Parties explicitly agree otherwise in writing. The City may also terminate individual Task Orders according to the termination provisions in this Agreement.”

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

6. This Second 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Services.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

TECHS-202581714-02 / TECHS-202369902-02
DENVER REGIONAL COUNCIL OF GOVERNMENTS

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:

TECHS-202581714-02 / TECHS-202369902-02
DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:  _____

Name: Douglas W. Rex
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By:  _____

Name: Jenny Hunnings
(please print)

Title: Director, Administration and Finance
(please print)

EXHIBIT A-2
SCOPE OF SERVICES

DRAPP 2026

ID	Product	Vendor	Cost	Date Available
1	Custom flight imagery	Sanborn	\$127,600.00	Interim service: June 2026 Final service: February 2027 Final tiles: January - March 2027

Nearmap 2026-27

ID	Product	Vendor	Cost	Date Available
2	Streaming imagery service, including 4 flights of the metro area at 3-inch resolution: Spring 2026 Fall 2026 Spring 2027 Fall 2027 Includes 2 offline downloads per year for your jurisdiction, via Hard Drive	Nearmap	\$117,900.00	Subscription from January 1, 2026 to December 31, 2027
	Oblique Buy Up	Nearmap	\$26,750.00	Subscription from January 1, 2026 to December 31, 2027
	Rapid Appraisal Buy Up	Nearmap	\$18,190	Subscription from January 1, 2026 to December 31, 2027
	Total	Nearmap	\$162,840.00	Subscription from January 1, 2026 to December 31, 2027

A 10% contingency \$29,044.00 has been added to the Contract Maximum Amount to allow for additional licenses, subscriptions, functionality or ad-hoc professional services. Two-year subtotal \$290,440.00 + \$29,044.00 (contingency amt) = \$319,484.00 (total amendment amount), \$654,156.00 (total contract amount).