

## **AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **FERKAM, INC. dba EXTREME TOWING & RECOVERY** (“Contractor”) a municipal corporation of the State of Colorado, collectively the “Parties”.

### **RECITALS:**

**A.** The Parties entered into an agreement executed on or about August 4, 2016 (“Agreement”) for the exchange of certain obligation set forth in that Agreement, Exhibit A, and Exhibit B thereto.

**B.** The payment amount under that Agreement was One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

**C.** Rather than enter into a new contract, the Parties desire to amend the Agreement to increase and/or add to the payment amounts under the Agreement, as set forth herein.

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

1. **Section 6** of the Agreement entitled **PAYMENT** is amended to read as follows:
  - A.** The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for the services described on Exhibit A of the Agreement, a fee at the rate specified on Exhibit B of the Agreement. No expenses shall be reimbursable hereunder.
  - B.** Invoices must include the following:
    1. City agreement number.
    2. Items listed individually and grouped by type of Service.
    3. Unit price, extended and totaled.
    4. Invoice number and date.
    5. Copies of tow slips which include: a) Name, including signature, of requesting Denver police officer or authorized City employee, including badge number or employee ID number. b) City agency requesting tow and who will be responsible for payment. c) Specific service and charge(s), totaled (see Fee Schedule). If hourly rate applies, record exact hours rounded off to ¼ hour. d) Complete vehicle/unit description (i.e., year, make,

model, unit no., license plate and VIN). e) Date, time and location from which vehicle/unit is towed or location of service. f) Address/facility destination of vehicle/unit towed. g) Describe any observed damage to vehicle prior to tow (impoundments and City-owned units).

- C. Invoices and corresponding tow slips are to be submitted to the agencies that used the service as soon as the Service has been provided. Invoices will be processed and paid by the agency that used the Service. All questions pertaining to billing matters are to be directed to Kris Deutmeyer at 720-913-8247, who will provide contractor with information on where to submit invoices.
  
- D. Notwithstanding any other provision of this Agreement, in no event shall the City be liable for any amount in excess of the sum of **Six Million Dollars and Zero Cents (\$6,000,000.00)**. The Contractor acknowledges that the City is not obligated to pay for any services provided other than the Services, and that any services provided or work performed in addition to the Services are performed and provided at Contractor's risk and without authorization under this agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash 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.

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

3. 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 BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**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 \_\_\_\_\_



**Contract Control Number:** POLIC-201627602-01

**Contractor Name:** EXTREME TOWING & RECOVERY

By: 

Name: Fariborz Samimi  
(please print)

Title: VP  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

