

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AUTORETURN US, LLC**, a Delaware limited liability company, whose address is 9440 W Sahara Ave Ste 215, Las Vegas, NV 89117 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated October 22, 2015, an Amendatory Agreement dated June 12, 2018, and a Second Amendatory Agreement dated February 9, 2022, for the use and support of the Aries Vehicle Impound Management software (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on May 1, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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, 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 attached and will control from date of execution to reflect a price increase in the City’s cost per tow.

2. Section 19 of the Agreement, titled “**TERM**,” is amended to read as follows:

“19. **TERM**: The term of the Agreement (“Term”) shall commence on May 1, 2015, and expire, unless sooner terminated, on May 1, 2028.”

3. Subsection 20.4.1 of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“20.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Two Hundred Eighty-Three Thousand Dollars (\$2,283,000.00) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, and A-2**. Any services performed beyond those in **Exhibits A, A-1, and A-2** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 23 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“23. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be

subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

5. Section 54 of the Agreement, titled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“54. **INTENTIONALLY OMITTED.**”

6. Effective upon execution, Exhibit A-1, Scope of Work, is hereby amended to add a new subsection 2.L as follows:

“2.L. **“OPTION TO AUTHORIZE PERFORMANCE**

The City reserves the unilateral option to authorize the Contractor to perform the services described herein by providing written notice to the Contractor. If the City exercises this option, the Contractor agrees to perform the authorized services detailed within this Exhibit A-1 in accordance with the terms and conditions of this Agreement. The City is not obligated to exercise this option and may do so at its sole discretion. The City reserves the right to procure alternative or additional services from other sources during the term of this Agreement.”

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

8. This Third 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.

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

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Contract Control Number: TECHS-202367347-03 / 201522305-03
Contractor Name: AUTORETURN US, LLC.

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:

TECHS-202367347-03 / 201522305-03
AUTORETURN US, LLC.

By: 8134518B187C4C9
Ray Krouse
DocuSigned By: Ray Krouse _____

Name: Ray Krouse
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



DENVER
THE MILE HIGH CITY

TECHNOLOGY SERVICES

EXHIBIT A-2, Scope of Work

Changes in Payment Terms

The SaaS Subscription Fee shall increase from \$7.00 per tow to \$8.90 per tow effective upon effective date of amendment.