

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **CARFAX, INC.**, a Pennsylvania corporation, whose address is 5860 Trinity Parkway, Suite 600, Centreville, VA 20120 (the “Contractor” or “CARFAX”), individually a “Party” and jointly “the Parties.”

WHEREAS, the Parties entered into an Agreement dated November 6, 2023, for the provision of accident reports (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. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM:** The term of the Agreement (“Term”) shall commence on November 1, 2023, and expire, unless sooner terminated, on October 31, 2028.”

2. Section 4 of the Agreement, titled “**NO COMPENSATION TO CONTRACTOR; REIMBURSEMENT TO AGENCY**,” is amended to read as follows:

“**4. NO COMPENSATION TO CONTRACTOR; REIMBURSEMENT TO AGENCY:** The Parties acknowledge and agree that: (i) the Contractor shall provide the E-Commerce Service at no cost to Agency, and (ii) the Contractor shall reimburse Agency for the Reimbursed Fee (as defined in the CARFAX® For Police Program Terms and Conditions) in accordance with the terms and conditions set forth in **Exhibit A**. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed Zero Dollars (\$0.00) (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under this Agreement. 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 this Agreement. The City 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 the City. The Contractor does not warrant or guarantee the amount that Agency will be reimbursed under this Agreement.”

3. Effective upon execution, a new Section 41, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“**41. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This 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.

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Contract Control Number: POLIC-202474373-01 / 202367102-01
Contractor Name: Carfax, 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:

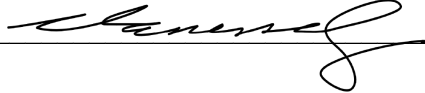
POLIC-202474373-01 / 202367102-01
Carfax, Inc.

By: 

Name: Michael Irvine
(please print)

Title: General Manager, CARFAX for Police
(please print)

ATTEST: [if required]

By: 

Name: Vanessa Hoang
(please print)

Title: Deputy General Counsel
(please print)