

Modification No. 1 to Agreement
Between the City of Huntsville, Alabama and
the Roadside Towing & Collision

MODIFICATION NO. 1 TO AGREEMENT
FOR WRECKER IMPOUNDMENT SERVICES

This Modification No. 1 to Agreement for Wrecker Impoundment Services (this "Modification") is made and entered into on the 24th day of February, 2022, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," and **Roadside Towing & Collision**, hereinafter referred to as "Roadside".

WITNESSETH:

WHEREAS, the City and Roadside entered into an agreement (the "Agreement") for Roadside to provide Wrecker Impoundment Services on April 23, 2020 pursuant to Resolution No. 20-348 of the Huntsville City Council; and

WHEREAS, the term of the Agreement was one-year beginning on May 1, 2020 and ending September 30, 2020, with the City of Huntsville's right to extend the contract for two additional one (1) year periods as allowable by State Law; and

WHEREAS, due to the current labor shortage in Huntsville, Roadside is unable to hire enough employees to keep its office staffed 24 hours a day, 7 days a week; and

WHEREAS, the price of fuel has increased significantly since the beginning of this contract and Roadside is no longer able to fulfill its obligations sufficiently to meet the City's needs without an additional fuel surcharge per impound.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Roadside shall staff its office from 7:00 A.M. to 7:00 P.M. daily, and shall provide 24 hours daily phone access for an after-hours, on-call response for wrecker impoundment services, including, but not limited to, the release of vehicles to registered owners, if needed.
2. Roadside shall be permitted to charge an additional \$15.00 fuel surcharge per impound.
3. All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day first written above.

ATTEST

ROADSIDE TOWING & COLLISION

By: _____

By: JAMES R. HALL

(Printed Name) _____

Its: Owner

ATTEST

CITY OF HUNTSVILLE, ALABAMA

By: Kenneth Benion

Its: City Clerk-Treasurer

By: _____

Tommy Battle
Its: Mayor