

**THIS FOURTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHERN COLORADO PEST AND WILDLIFE CONTROL CORP.**, a Colorado corporation company, whose address is 2881 S 31<sup>st</sup> Avenue, Suite 12, Greeley, Colorado 80631 (the “Contractor”), jointly (“the Parties”).

**RECITALS**

**A.** The Parties entered into an Agreement dated February 26, 2018; a First Amendatory Agreement dated June 17, 2020; a Second Amendatory Agreement dated October 8, 2020; and a Third Amendatory Agreement dated June 11, 2021 (the “Agreement”) to provide services set forth in that Agreement and the exhibits thereto.

**B.** The Parties wish to execute this Fourth Amendatory Agreement to modify the term date of the Agreement and extend the termination date; and to increase the maximum contract amount.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** Paragraph 3. of the Agreement, entitled “**TERM**” is hereby amended to read as follows:

“The Agreement shall commence on April 1, 2018 and shall expire on March 31, 2023 (**Term**). The term of the Agreement may be extended on the same terms and conditions, for an additional two (2) one (1) year renewal terms, upon a written amendment to this Agreement prior to the expiration of the current term. If the time needed to complete any notice or amended notice extends beyond the Term specified above, this Agreement shall remain in full force and effect but only as to such notice or amended notice; however, the total amount paid to the Contractor shall not exceed the Maximum Contract Amount specified in sub-section 4.A below. This Agreement may be terminated earlier as provided in this Agreement and may be extended as provided in a separate amendment to this Agreement (“**Term**”).”

**2.** Paragraph 4.A. of the Agreement, entitled “Maximum Contract Amount”, is hereby amended to read as follows:

“The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the compensation for the Work authorized to be performed by the Contractor under this Agreement will total or approximate the

Maximum Contract Amount. All Work is subject to inspection by the City prior to payment.

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular including and to the extent the CARES Act and other federal funding applies.

4. This Fourth 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.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** GENRL-202261740-04[GENRL-201739057-04]  
**Contractor Name:** NORTHERN COLORADO PEST AND WILDLIFE  
CONTROL CORP

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:**  
CONTROL CORP

GENRL-202261740-04[GENRL-201739057-04]  
NORTHERN COLORADO PEST AND WILDLIFE

By:   
CE16FD6B5CZ44B4...

Name: Kristen Ewals-Strain  
(please print)

Title: owner  
(please print)

ATTEST: [if required]

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

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

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