

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 **AM KOVAL MD, LLC**, a Colorado limited liability company located at 240 Gaylord St Denver, Colorado, 80206 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 26, 2022, an Amendatory Agreement dated December 22, 2023, and a Second Amendatory Agreement dated May 19, 2025 (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. Section 2 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **April 1, 2022** and will expire on **March 31, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section d. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (\$810,000.00)** (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 Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. 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.

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Contract Control Number:
Contractor Name:

SAFTY-202580068-03/ Parent: SAFTY-202262601-03
AM KOVAL MD

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:

Attorney for the City and County of Denver

By: _____


REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

SAFTY-202580068-03/SAFTY- SAFTY-202262601-03
AM KOVAL MD

By:  Signed by:
0EA20DCFEE4B464...

Name: Dr. Alisa Koval
(please print)

Title: Alisa Koval MD, MPH, MHSA - Principal, AMKovalMD LLC
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)