

**THIRD
AMENDATORY AGREEMENT**

THIS AMENDATORY AGREEMENT is made and entered into by and between **THE CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **Mitchell International, Inc.**, a Delaware corporation whose pharmacy business is at 3190-A Airport Loop Drive, Costa Mesa, California 92626 (the “Consultant”), jointly “the parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated January 05, 2015, Contract number FINAN-201418934-00 (“Agreement”); and

WHEREAS, the Parties entered into an Agreement dated December 30, 2015, Contract number FINAN-201418934-01 (“First Amendment”); and

WHEREAS, the Parties entered into an Agreement dated December 22, 2017, Contract number FINAN-201418934-02 (“Second Amendment”); and

WHEREAS, the Parties desire to extend the term of the Agreement and increase the maximum contract amount.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. The first sentence of Article 3 of the Agreement entitled **Term** is hereby amended to read as follows:

“**3. TERM:** The Agreement will commence January 01, 2015 and shall expire at 11:59 p.m. on December 31, 2020 (the “Term”).”

2. Paragraph 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, subsections (A) “Fee” and (C-1) “Maximum Contract Amount”, are hereby amended to read as follows:

“**a. Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)**. The rates set forth in Exhibit B will apply for the term of this Agreement including any extensions of the term by written agreement. The only reimbursable expenses allowed under the Agreement are those listed in Exhibit B.”

“c. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00)** (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 Consultant beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Consultant’s risk and without authorization under the Agreement.”

3. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: FINAN-201418934-03

Contractor Name: MITCHELL INTERNATIONAL INC



By: DocuSigned by:
Dave Torrence
E73CCB974287402...

Name: Dave Torrence
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

