

**FOURTH
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 located at 6220 Greenwich Drive, San Diego, CA 92122 (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 entered into an Agreement dated May 09, 2019, Contract number FINAN-201418934-03 (“Third Amendment”); and

WHEREAS, City’s contract numbering system changed in 2019 with the implementation of new contract software named Jaggaer. The new Jaggaer contract number for this **FOURTH AMENDMENT** to the Agreement is “FINAN-202054758-04.”

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

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, 2021 (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 ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$2,195,000.00)**. 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 ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS DOLLARS AND NO CENTS (\$2,195,000.00)** (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: FINAN-202054758-04/201418934-04
Contractor Name: MITCHELL INTERNATIONAL 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:

FINAN-202054758-04/201418934-04
MITCHELL INTERNATIONAL INC

By:  E73CCB974287402

Name: Dave Torrence
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)